

NOTICE OF ALBANY CITY COUNCIL MEETING

There will be a 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, November 5, 2014, in the Council Room at 400 Railroad Avenue for the said City.

AGENDA

1. Convene meeting
2. Audit Bills
3. Act on regular Council meeting minutes held on October 15th
4. Open Forum/Public comment
5. Public Hearing to consider certification of unpaid Lawn Mowing invoices as a special assessment to be collected in 2015.
-Joseph Mergen, Public Works Supervisor
6. Jeremy Mathiasen, City Engineer– Project updates
-2014 Church Avenue (5th to 8th St.) Improvements
-present pay application number two
-2013 Railroad Avenue (TH #238) Improvements
7. Joseph Mergen, Public Works Supervisor
8. Laurie Dingmann, Park Board and Community Education Liaison
9. John R. Harlander, Street Department and Albany Township Liaison
10. Tom Kasner, Fire Department, EDA Board, and Equipment
11. Ozzie Carbajal, Police Chief – recommendation to sell surplus property
12. John Greer, Police Department and Planning Commission Liaison
13. Daron Gersch, Utility Department and Golf Club – present golf course check register
14. Tom Schneider, Clerk/Adm. -transfer water funds for 2014 Church Avenue (5-8th) Improvements and Capital Equipment funds to General Fund
-present Purchase Agreement to purchase land adjacent to Albany Golf Course
-present proposed liquor ordinance amendment
-present 2015 Employee Personnel Policy
-schedule Special Council meeting to canvass election results
15. Announce next meeting date and adjourn

Tom Schneider
Clerk/Adm.

NOTICE OF PUBLIC HEARING
ON PROPOSED ASSESSMENT FOR
UNPAID CITY CHARGES

NOTICE IS HEREBY GIVEN that the Albany City Council will hold a public hearing on Wednesday, November 5, 2014 at 6:30 o'clock in the evening or as soon as thereafter in the Council Room at 400 Railroad Avenue, Albany, MN to consider and possibly adopt the proposed assessments set forth below for unpaid City charges incurred under City Code Section 77. Adoption by the City Council of the proposed assessment may occur at the hearing.

The proposed assessment is as follows:

<u>Property:</u>	<u>Amount:</u>
710 Church Avenue	\$250.00

Written or oral objections will be considered at the hearing, but the Council may consider any objections to the amount of the proposed individual assessments at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Such assessment is proposed to be payable in one (1) installment. You may pay the entire assessment on such property to the City of Albany on or before November 15, 2014. You may at any time thereafter pay to the Stearns County Auditor-Treasurer the entire amount of the assessment.

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Sections 429.081 by serving notice of the appeal upon the Mayor or City Administrator of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or City Administrator.

No such appeal as to the amount of an assessment as to a specific parcel of land may be made unless the owner has either filed a signed written objection to the assessment with the City Administrator prior to hearing or has presented the written objection to the presiding officer at the hearing.



Tom Schneider, City Administrator

Published in the Albany Enterprise this 22nd day of October, 2014.

NOTICE OF PUBLIC HEARING
ON PROPOSED ASSESSMENT FOR
UNPAID CITY CHARGES

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The proposed assessment is as follows:

<u>Property:</u> 441 7 th Street	<u>Amount:</u> \$250.00
--	----------------------------

Written or oral objections will be considered at the hearing, but the Council may consider any objections to the amount of the proposed individual assessments at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Such assessment is proposed to be payable in one (1) installment. You may pay the entire assessment on such property to the City of Albany on or before November 15, 2014. You may at any time thereafter pay to the Stearns County Auditor-Treasurer the entire amount of the assessment.

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Tom Schneider, City Administrator

Published in the Albany Enterprise this 22nd day of October, 2014.

Memo



Stantec

To: Tom Schneider & City Council members From: Jeremy Mathiasen

File: Church Avenue Improvements Date: October 31, 2014

Reference: Payment Voucher #2 for Lange Trenching Inc.

For your consideration at your 11/5/14 council meeting is Payment Voucher No.2 for the Church Avenue Improvements.

Payment Voucher No. 2 has been prepared for your review and includes the costs for the Church Avenue bituminous pavement, concrete driveways, and other associated contract items. The amount due as a result of **Payment Voucher No. 2 is \$76,964.41.**

At this time we are recommending approval of Payment Voucher No. 2 for Lange Trenching Inc. Should you have any questions about the work completed to date feel free to contact me.

STANTEC CONSULTING SERVICES INC.

Jeremy B. Mathiasen

Jeremy Mathiasen
Senior Project Manager
Office: 320.529.4366

One Team. Infinite Solutions.

**PARTIAL PAYMENT
CONTRACT VOUCHER NO. 2
CONTRACT NO. 193802840**

TO: Lange Trenching Inc
PO Box 70
Avon, MN 56310

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

Contract for: 2014 Church Avenue
Improvements

Completion Dates:
Substantial: October 31, 2014

Contract Approval Date: August 20, 2014

Final: June 30, 2015

For Period Ending: October 18, 2014

ORIGINAL CONTRACT AMOUNT	\$ 296,254.46	TOTAL AMOUNT TO DATE:	\$ 254,980.10
NET CHANGE ORDERS (thru No.)	\$ -	LESS AMOUNT RETAINED (5%)	\$ 12,749.01
MATERIAL ON HAND		AMOUNT DUE TO DATE:	\$ 242,231.09
NET WORK ORDERS (thru No.)	\$ -	LESS PREVIOUS PAYMENTS:	\$ 165,266.68
CURRENT CONTRACT AMOUNT	\$ 296,254.46	NET AMOUNT DUE:	\$ 76,964.41

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: 10/31/2014

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: _____
Lange Trenching Inc

**2014 Church Avenue Improvements
PARTIAL PAYMENT
CONTRACT VOUCHER NO. 2
CONTRACT NO. 193802840**

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
1	REMOVE WATER MAIN	LIN FT	\$ 1.70	1,050.0	\$ 1,785.00		\$ -	986.00	\$ 1,676.20
2	REMOVE GATE VALVE & BOX	EACH	\$ 200.00	2.0	\$ 400.00		-	2.00	400.00
3	REMOVE CURB AND GUTTER	LIN FT	\$ 3.00	30.0	\$ 90.00	20.00	60.00	30.00	90.00
4	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 3.00	84.0	\$ 252.00	293.00	879.00	385.00	1,155.00
5	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 1.95	5,061.0	\$ 9,868.95	92.00	179.40	4,942.00	9,636.90
6	SAWING BITUMINOUS PAVEMENT	LIN FT	\$ 3.00	160.0	\$ 480.00	273.00	819.00	273.00	819.00
7	SAWING CONCRETE PAVEMENT	LIN FT	\$ 3.50	140.0	\$ 490.00	57.00	199.50	244.00	854.00
8	SALVAGE GATE VALVE & BOX	EACH	\$ 25.00	1.0	\$ 25.00		-	1.00	25.00
9	SALVAGE SIGN	EACH	\$ 21.00	1.0	\$ 21.00		-	1.00	21.00
10	INSTALL GATE VALVE AND BOX	EACH	\$ 500.00	1.0	\$ 500.00		-	1.00	500.00
11	INSTALL SIGN	EACH	\$ 30.00	5.0	\$ 150.00	1.00	30.00	1.00	30.00
12	ADJUST VALVE BOX	EACH	\$ 256.00	1.0	\$ 256.00	3.00	768.00	3.00	768.00
13	ADJUST FRAME & RING CASTING	EACH	\$ 720.00	1.0	\$ 720.00	3.00	2,160.00	3.00	2,160.00
14	VALVE BOX ADJUSTMENT RING	EACH	\$ 65.00	6.0	\$ 390.00		-	-	-
15	MANHOLE ADJUSTMENT RING	EA	\$ 65.00	1.0	\$ 65.00		-	-	-
16	COMMON EXCAVATION (P)	CY	\$ 7.90	2,163.0	\$ 17,087.70	163.00	1,287.70	2,163.00	17,087.70
17	SUBGRADE EXCAVATION	CU YD	\$ 6.00	628.5	\$ 3,771.00	12.00	72.00	414.00	2,484.00
18	SELECT GRANULAR BORROW (LV)	CU YD	\$ 7.50	880.0	\$ 6,600.00		-	645.00	4,837.50
19	GEOTEXTILE FABRIC TYPE V	SQ YD	\$ 1.10	1,210.0	\$ 1,331.00		-	512.00	563.20
20	AGGREGATE BASE (LV) CLASS 5	CU YD	\$ 18.50	1,775.0	\$ 32,837.50		-	2,062.00	38,147.00
21	BITUMINOUS WEARING COURSE MIXTURE	TN	\$ 78.00	835.0	\$ 65,130.00	324.38	25,301.64	324.38	25,301.64
22	BITUMINOUS NON WEARING COURSE MIXTURE	TN	\$ 69.00	560.0	\$ 38,640.00	500.78	34,553.82	500.78	34,553.82
23	4" CONCRETE WALK	SQ FT	\$ 4.10	150.0	\$ 615.00	375.00	1,537.50	375.00	1,537.50
24	TRUNCATED DOMES	SQ FT	\$ 41.00	24.0	\$ 984.00	12.00	492.00	12.00	492.00
25	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 11.28	2,245.0	\$ 25,323.60	5.00	56.40	2,261.00	25,504.08

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
26	7" CONCRETE VALLEY GUTTER & APRONS	SY	\$ 64.58	58.5	\$ 3,777.93	3.00	193.74	54.60	3,526.07
27	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 41.00	84.0	\$ 3,444.00	235.80	9,667.80	244.00	10,004.00
28	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 51.50	18.0	\$ 927.00	11.30	581.95	30.00	1,545.00
29	4" PERF PE PIPE DRAIN W/SOCK	LF	\$ 4.50	800.0	\$ 3,600.00		-	250.00	1,125.00
30	4" PVC WATERMAIN	LIN FT	\$ 18.00	50.0	\$ 900.00		-	-	-
31	6" PVC WATERMAIN	LIN FT	\$ 21.00	28.0	\$ 588.00		-	30.00	630.00
32	8" PVC WATERMAIN	LIN FT	\$ 24.00	981.0	\$ 23,544.00		-	988.50	23,724.00
33	12" PVC WATERMAIN	LIN FT	\$ 34.00	20.0	\$ 680.00		-	17.50	595.00
34	4" GATE VALVE AND BOX	EACH	\$ 1,036.00	1.0	\$ 1,036.00		-	-	-
35	6" GATE VALVE AND BOX	EACH	\$ 1,250.00	1.0	\$ 1,250.00		-	1.00	1,250.00
36	8" GATE VALVE AND BOX	EACH	\$ 1,700.00	4.0	\$ 6,800.00		-	3.00	5,100.00
37	10" GATE VALVE AND BOX	EACH	\$ 2,480.67	1.0	\$ 2,480.67		-	1.00	2,480.67
38	12" BUTTERFLY VALVE BOX	EACH	\$ 2,031.75	1.0	\$ 2,031.75		-	1.00	2,031.75
39	5" HYDRANT	EACH	\$ 3,660.00	1.0	\$ 3,660.00		-	1.00	3,660.00
40	FITTINGS	POUND	\$ 6.40	1,218.0	\$ 7,795.20		-	964.00	6,169.60
41	1" CORPORATION STOP	EACH	\$ 195.00	8.0	\$ 1,560.00		-	9.00	1,755.00
42	1" CURB STOP & BOX	EACH	\$ 220.00	8.0	\$ 1,760.00		-	9.00	1,980.00
43	1" TYPE K COPPER PIPE	LIN FT	\$ 16.00	169.0	\$ 2,704.00		-	262.50	4,200.00
44	CONNECT TO EXISTING WATER MAIN	EACH	\$ 700.00	7.0	\$ 4,900.00		-	7.00	4,900.00
45	CONNECT TO EXISTING WATER SERVICE	EACH	\$ 200.00	6.0	\$ 1,200.00		-	6.00	1,200.00
46	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$ 1.75	1,180.0	\$ 2,065.00		-	185.00	323.75
47	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$ 400.00	3.0	\$ 1,200.00	2.00	800.00	4.00	1,600.00
48	CONCRETE WASHOUT AREA	EA	\$ 120.00	1.0	\$ 120.00		-	-	-
49	STORM DRAIN INLET PROTECTION	EACH	\$ 60.00	5.0	\$ 300.00		-	5.00	300.00
50	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$ 100.00	6.0	\$ 600.00	2.00	200.00	4.00	400.00
51	TRAFFIC CONTROL	LUMP SUM	\$ 2,100.00	1.0	\$ 2,100.00	0.25	525.00	0.75	1,575.00
52	DETOUR SIGNING	LUMP SUM	\$ 2,100.00	1.0	\$ 2,100.00	0.25	525.00	1.00	2,100.00
53	4" SOLID LINE YELLOW-EPOXY	LIN FT	\$ 0.90	700.0	\$ 630.00		-	-	-
54	4" BROKEN LINE YELLOW-EPOXY	LIN FT	\$ 0.90	800.0	\$ 720.00		-	-	-

**PURCHASE AGREEMENT
REGARDING VACANT LAND**

THIS AGREEMENT is made as of November ____, 2014, between Henry Reichert, a single adult ("Seller"), and the City of Albany, a Minnesota municipal corporation, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Property legally described as:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

(the "Property").

The price for the real Property is One Dollar and NO/100ths (\$1.00) Dollar which shall be paid in cash to the Seller on the day of closing.

2. Seller represents that there are no hazardous wastes, abandoned wells or underground storage tanks on the Property.

3. Seller shall deliver a recordable quit claim deed conveying marketable title to Buyer at the Closing, subject to: (a) building and zoning laws, ordinances, state and federal regulations; (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions; (c) reservation of any mineral rights by the State of Minnesota; and (d) utility and drainage easements.

4. Real estate taxes due and payable in 2014 shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing, unless otherwise provided in this agreement.

5. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided herein. Seller make no representation concerning the amount of future real estate taxes or of future special assessments.

6. Within a reasonable time after acceptance of this Purchase Agreement, Buyer shall commission at Buyer's expense, a commitment for an owner's title insurance policy (current ALTA Owner's Policy Form), naming Buyer as the proposed owner-insured of the Property in the amount of the purchase price (the "Commitment"). The Commitment shall commit to insure good and marketable title in purchaser, free and clear of all mortgages, mechanics and other lien claims. Buyer shall have 10 days from receipt of the Commitment to provide Seller written title objections. Buyer shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above. Buyer shall pay the cost of the premium for any title insurance obtained by Buyer.

7. If there are title objections, Buyer and Seller shall mutually agree on whether to take action to cure the title objections or to cancel the purchase agreement.

(A) If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Seek specific performance within six (6) months after such right of action arises.

8. Buyer shall pay all state deed tax regarding the Warranty Deed to be delivered by Seller under this Agreement.

9. Buyer shall pay the cost of recording all documents necessary to establish good and marketable title in Seller. Buyer will pay the cost of recording all other documents.

10. Unless delayed by Title corrections, or as otherwise mutually agreeable to the parties, Closing shall occur on or before December 31, 2014.

11. Time is of the essence for all provisions of this Purchase Agreement.

12. The sale contemplated by this Purchase Agreement shall require a subdivision of Seller's Property. Buyer, at Buyer's cost and expense, shall obtain the approvals necessary to subdivide the Property.

13. To the best of Seller's knowledge, there is no subsurface sewage treatment system or well on or serving the Property. Municipal sewer and water are available to the Property line.

14. Seller makes no warranties about the fitness of the Property for Buyer's intended use. Seller sells the Property "AS IS-WHERE IS". Buyer acknowledges that no oral representations have been made regarding the Property. Seller and Buyer hereby waive the written disclosure required under Minn. Stat. 513.52 through 513.60. **NOTE: If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property, other than those disclosure requirements created by any other law. Seller is not obligated to update Buyer on any changes made to material facts of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur, other than those disclosure requirements created by any other law. Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or abridge any obligation for Seller disclosure created by any other law.**

15. The delivery of all papers and monies shall be made at the offices of the City of Albany or at such other place mutually acceptable to the parties.

16. Seller shall deliver possession of the Property at closing.

17. Buyer shall pay the cost of preparing documents and any fee for closing this transaction.

18. Buyer and Seller shall be responsible for their own attorney's fees incurred herein, if any. Seller and Purchaser each warrants to the other that, in connection with this

Agreement, they have dealt with no broker, finder, or similar person. Seller will indemnify, defend and hold harmless Purchaser against any claim made by any agent or broker for a commission or fee based on acts or agreements of Seller. Purchaser will indemnify, defend and hold harmless Seller against any claim made by broker or any other agent or broker for a commission or fee based on acts or agreements of Purchaser.

19. This contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the Property. No oral agreements or promises will be binding.

20. This Agreement shall be governed by the laws of the State of Minnesota.

21. Disclosure of Airport Zoning Regulations. A copy of the airport zoning regulations as adopted can be reviewed or obtained at the office of the County Recorder where the zoned area is located.

22. Methamphetamine Disclosure Statement. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.

SELLER:

BUYER: CITY OF ALBANY

By _____
Henry Reichert, a single adult

By _____
Its Mayor

ATTEST:

By _____
City Administrator

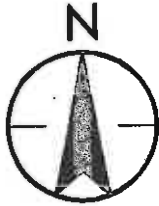
THIS INSTRUMENT WAS DRAFTED BY:
Susan M. Kadlec – 0290385
Jovanovich, Kadlec & Athmann, PLLP
1010 W St. Germain Street, Suite 420
St. Cloud, MN 56301
(320) 230-0203

EXHIBIT A
LEGAL DESCRIPTION

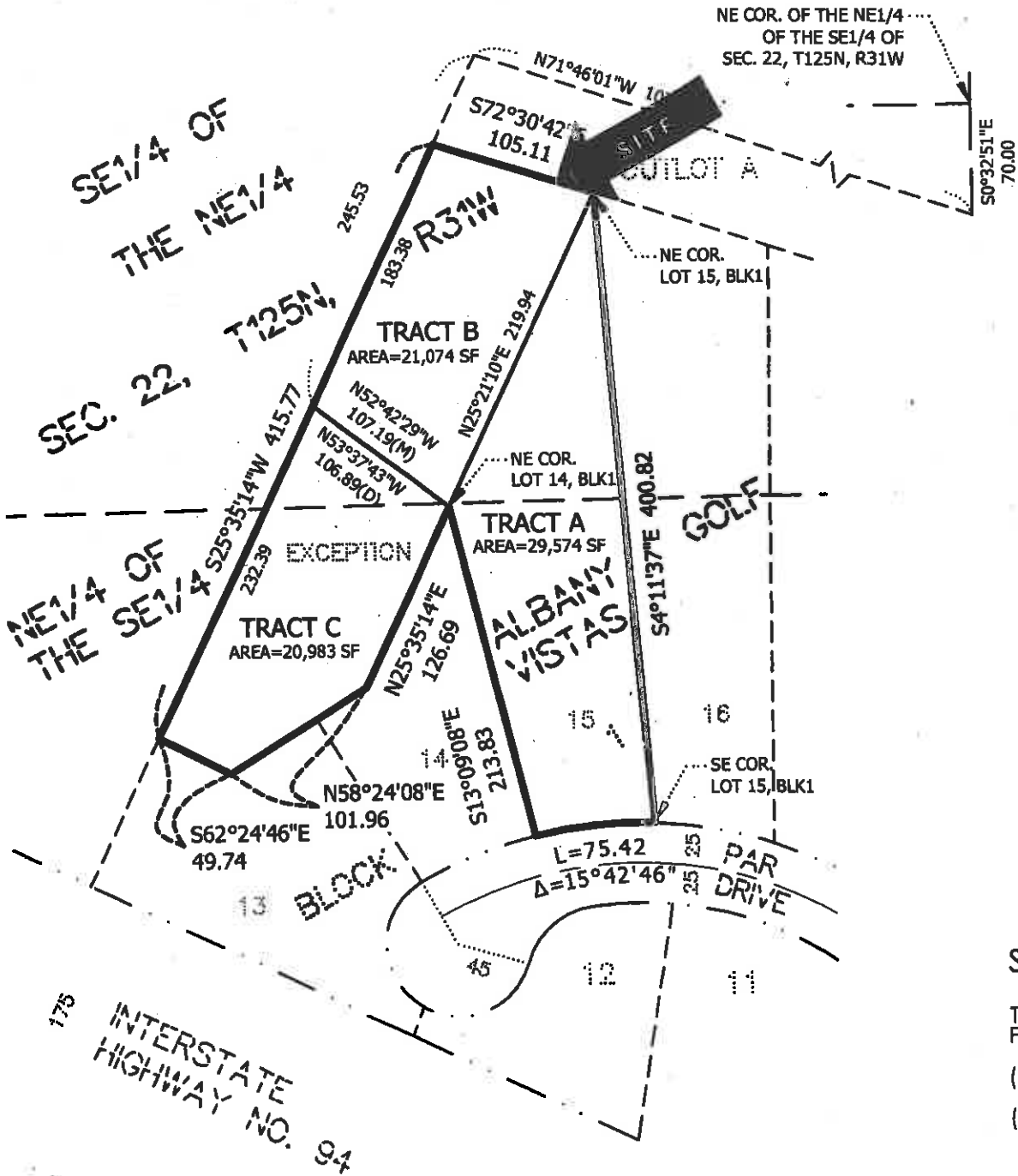
That part of Lot 15, Block 1, ALBANY GOLF VISTAS, according to the recorded plat thereof, Stearns County, Minnesota, lying northwesterly of the following described line:

Commencing at the southeast corner of said Lot 15, thence North 04 degrees 11 minutes 37 seconds West, plat bearing, 400.82 feet to the northeast corner of said Lot 15, and said corner being the point of beginning; thence South 25 degrees 21 minutes 10 seconds West, 219.94 feet, to the northeast corner of Lot 14, Block 1 said ALBANY GOLF VISTAS, and said line there terminating.

CERTIFICATE



THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS INDICATED ON THIS DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO THE SURVEYOR IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THIS DRAWING IS FOR INFORMATION ONLY AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE SURVEYOR.



SURVEYOR

TRACT B is to be
PID No. 40.250

(D)=Deed bearing
(M)=Measured

Plot Date: 10/08/2014 1:30PM
 Drawing Name: P:\1338\cad\1338\1338.dwg
 Scale:

QUIT CLAIM DEED
individual to Municipal Entity

DEED TAX DUE: \$1.65

Date: _____, 2014

FOR VALUABLE CONSIDERATION, Henry Reichert, a single adult, Grantor, hereby conveys and quitclaims to the City of Albany, a Minnesota municipal corporation, Grantee, real property in Stearns County, Minnesota, legally described as follows:

That part of Lot 15, Block 1, ALBANY GOLF VISTAS, according to the recorded plat thereof, Stearns County, Minnesota, lying northwesterly of the following described line:

Commencing at the southeast corner of said Lot 15, thence North 04 degrees 11 minutes 37 seconds West, plat bearing, 400.82 feet to the northeast corner of said Lot 15, and said corner being the point of beginning; thence South 25 degrees 21 minutes 10 seconds West, 219.94 feet, to the northeast corner of Lot 14, Block 1 said ALBANY GOLF VISTAS, and said line there terminating.

together with all hereditaments and appurtenances.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

the City of Albany, a Minnesota municipal corporation, on behalf of said municipal corporation, Grantor.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK).

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City of Albany
400 Railroad Ave
PO Box 370
Albany, MN 56307
(This is a tax exempt property.)

THIS INSTRUMENT WAS DRAFTED BY:
Susan M. Kadlec - 0290385
Jovanovich, Kadlec & Athmann, PLLP
1010 W St. Germain, Ste. 420
St. Cloud, MN 56301
Telephone: 320-230-0203

AMENDMENT TO ORDINANCE 60 LIQUOR

The City Council for the City of Albany, HEREBY ORDAINS as follows:

1. That Section 60.02 of the Albany City Code is hereby amended by the addition of a new Subdivision 2, which shall read as follows:

“Subd. 2: Brewer. Shall be any person who manufactures malt liquor for sale.”

The existing Subdivisions 2 through 6 shall be renumbered to 3 through 7.

2. That Section 60.02 of the Albany City Code is hereby amended by the addition of a new Subdivision 8, which shall read as follows:

“Subd. 8: Malt liquor. Shall include any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.”

The existing Subdivisions 7 through 11 shall be renumbered to 9 through 13.

3. That Section 60.02 of the Albany City Code is hereby amended by the addition of a new Subdivision 14, which shall read as follows:

“Subd. 14: Restaurant. An eating facility, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises, where full waitress/waiter table service is provided, where a customer orders food from printed menus and where the main food course is served and consumed while seated at a single location. To be a restaurant as defined by this section, an establishment shall have a license from the state as required by Minn. Stat. § 157.16, as it may be amended from time to time, and meet the definition of either a “small establishment,” “medium establishment” or “large establishment” as defined in Minn. Stat. § 157.16, subd. 3(d), as it may be amended from time to time. An establishment which serves prepackaged food that receives heat treatment and is served in the package or frozen pizza that is heated and served, shall not be considered to be a restaurant for purposes of this ordinance unless it meets the definitions of a “small establishment”, “medium establishment” or “large establishment”.”

4. That Section 60.04 of the Albany City Code is hereby amended by the addition of Subdivisions 12 through 16 which shall read as follows:

“Subd. 12: Caterer’s Permit. The holder of a caterer's permit issued by the Commissioner may sell intoxicating liquor as an incidental part of a food service that serves prepared meals at a place other than the premises for which the holder's on-sale intoxicating liquor license is issued. The restrictions and regulations which apply to the sale of intoxicating liquor on the licensed premises also apply to the sale under the authority of a caterer's permit, and any act that is prohibited on the licensed premises is also prohibited when the licensee is operating other than on the licensed premises under a caterer's permit. The permittee shall notify the Chief of Police prior to any catered event within the corporate limits of the City.

Subd. 13: Brew pub on-sale intoxicating liquor. The City may issue on-sale intoxicating liquor licenses to brewers who operate a restaurant in their place of manufacture and who meet the criteria established at Minn. Stat. § 340A.301 subd. 6(d) and 7(b), as it may be amended from time to time. Sales under this license at on-sale may not exceed 3,500 barrels per year. If a brew pub licensed under this section possesses a license for off-sale, the brew pub’s total combined retail sales at on-sale or off-sale may not exceed 3,500 barrels per year, provided that off-sales may not total more than 500 barrels.

Subd. 14. Brewer off-sale intoxicating liquor licenses. The City may issue off-sale intoxicating liquor licenses to a brewer that is a licensee under Subd. 13 above or that produces fewer than 3,500 barrels of malt liquor in a year and otherwise meets the criteria established at Minn. Stat. § 340A.301 subd. 6(d) and 7(b), as it may be amended from time to time. Off-sale of malt liquor shall be limited to the legal hours for off-sale at exclusive liquor stores in the city. Malt liquor sold off-sale must be removed from the premises before the applicable off-sale closing time at exclusive liquor stores. All malt liquor sold under this license shall be packaged in the manner required by Minn. Stat. § 340A.301, subd. 7 as it may be amended from time to time. Sales under this license may not exceed 500 barrels per year. If a brewer licensed under this section possesses a license under Subd. 13 above, the brewer's total retail sales at on-sale or off-sale may not exceed 3,500 barrels per year, provided that off-sales may not total more than 500 barrels.

Subd. 15. Brewer temporary on-sale intoxicating liquor licenses. The City may issue temporary on-sale intoxicating liquor licenses to brewers who manufacture fewer than 3,500 barrels of malt liquor in a year for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer.

Subd. 16. Brewer Tap Room License. The City may issue On-Sale Tap Room licenses for the sale of intoxicating malt liquor produced by a brewer on the premises or adjacent to a brewery location owned by the brewer. The City may issue On-Sale licenses to brewers who have a current brewer’s license under

Minnesota Statute 340A.301 and otherwise meets the criteria established at Minn. Stat. § 340A.301 subd. 6(d) and 7(b), as it may be amended from time to time. The on-sale of malt liquor may only be Monday through Saturday, unless a Sunday sales license is attained, and during the hours that “on-sale” of liquor may be made. All other provisions of this chapter shall be applicable to such licenses and licensees unless inconsistent with the provisions of this section. Nothing in this section shall preclude the holder of a brewer tap room license from also holding a license to operate a restaurant at the tap room location.”

5. That a new Section 60.06 and 60.07 of the Albany City Code are hereby adopted which shall read as follows:

“Section 60.06: Brewer Licenses – 3.2 Percent Malt Liquor. The City may issue On-Sale, Off-Sale, Temporary and Tap Room licenses for the sale of 3.2 percent malt liquor produced by a brewer on the premises or adjacent to a brewery location owned by the brewer. The City may issue On-Sale licenses to brewers provided that brewer meets all the same conditions for each type of license as required for an intoxicating liquor license under Section 60.04 of this Ordinance.

Sec. 60.07: On-Sale Wine Licenses. With the approval of the Commissioner of Public Safety, the City may issue one year on-sale wine licenses to permit the sale of wine (including wine coolers) up to 14 percent alcohol by volume. The City may issue On-Sale Wine licenses to restaurants that have facilities for seating at least 25 guests at one time, to licensed bed and breakfast facilities which meet the criteria in Minn. Stat. § 340A.401, subd. 1, as it may be amended from time to time, and to theaters that meet the criteria of Minn. Stat. § 340A.404(b) as it may be amended from time to time. The holder of an On-Sale Wine license who also holds an On-Sale 3.2 percent Malt Liquor license is authorized to sell intoxicating malt liquor (i.e. malt liquor containing more than 3.2 percent of alcohol by weight, a/k/a strong beer) without an additional license, provided that the gross receipts of the establishment are at least 60% attributable to the sale of food.”

The existing Sections 60.06 through 60.24 shall be renumbered to Sections 60.08 through 60.26.

5. That Section 60.10, Subd. 1 and Subd. 2 of the Albany City Code are hereby amended to read as follows:

“Subd. 1: Preliminary Investigation. On an initial application for any license, or for transfer of an existing On-Sale intoxicating liquor license, and, in the sound discretion of the Council that it is in the public interest to do so, on an application for renewal of a license, the applicant shall pay with the application an investigation fee established in Appendix A, not to exceed Five Hundred Dollars (\$500.00), for which the City shall conduct a preliminary background and financial investigation of the applicant. The application shall be made on a form

prescribed by the Commissioner and shall include any additional information the City Council requires. If the City Council or Commissioner determines that a comprehensive background and financial investigation of the applicant is necessary, the Council may conduct the investigation through the City Police Department, or contract with the Bureau of Criminal apprehension for the investigation. The City Council shall not issue or renew a license if the results show to the satisfaction of the City Council that issuance, transfer or renewal would not be in the public interest. If an investigation outside the State is required, the applicant shall be charged the costs established in Appendix A, not to exceed \$10,000, which shall be paid by the applicant after deducting any initial investigation fee already paid. The applicant shall pay the fee whether or not the license is granted.

Subd. 2: Issuance. The City Council shall investigate all facts set out in the application and not investigated in the preliminary background and financial investigation conducted. Following the investigation, the Council shall grant or return the application under this Section. No license shall become effective until it, together with the security information furnished by the applicant, has been approved by the Commissioner.”

This amendment shall become effective upon adoption and publication.

This Ordinance was approved by the majority of the City Council of Albany on this ____ day of November, 2014.

Daron Gersch, Mayor

Tom Schneider, Clerk/Administrator

(S E A L)

This amendment was published in the *Albany Enterprise* on November ____, 2014.

NOTICE OF ALBANY CITY COUNCIL MEETING

There will be a SPECIAL meeting of the City Council in and for the City of Albany, Stearns County, Minnesota at 6:00 o'clock in the evening on Wednesday, November 12, 2014, in the Council Room at 400 Railroad Avenue for the said City.

The purpose of the special Council meeting is for the City Council, the canvassing board, to ratify the election results for the November 4, 2014, General and Municipal Election.

Tom Schneider
Clerk/Adm.

Published in the Albany Enterprise this 5th day of November, 2014.