

**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, April 18, 2018, 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 April 4th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Robert Dickhaus, Lieutenant Stearns County Sheriff – introduce himself to Council and announce to Council his candidacy for Stearns County Sheriff
7. Hearing to determine whether Albany Bowl, 1450 Railroad Avenue, is in violation of Ordinance 60 (Liquor) and to consider suspension of liquor license
8. Jason Bergmann, Mother of Mercy Foundation – present Fireworks application for Rock the Prairie and amendment to Large Gathering Permit to allow outdoor camping and fire pits
9. Jeremy Mathiasen, City Engineer
 - project updates
10. Joe Mergen, Public Works Supervisor
11. Reports of Boards, Commissions, and Department Heads
12. Tom Schneider, Clerk/Adm.
 - A. Recommendation to approve Stearns County Human Services Professional Services Agreement (SHIP)
 - B. Present amendment to Ordinance Section 52.12 Motorized Golf Carts
 - C. Recommendation to reduce assessment for Lot 20, Block 1, (ID 40.25655.0019) Whispering Oaks at Two River
13. Mayor's announcements and letters
14. Announce next meeting date and adjourn

Tom Schneider
Clerk/Adm.

CHAPTER 6: GENERAL REGULATIONS

to sell alcoholic beverages, or is consuming, or possessing, alcoholic beverages outside such establishments.

Section 60.23: LICENSE SUSPENSION OR REVOCATION.

Subd. 1: The Council shall either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any applicable statute, regulation, or provision of this ordinance relating to liquor, or if the licensed premises is delinquent on property taxes or assessments. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stat. §§ 14.57 to 14.70, as it may be amended from time to time. The Council may act as the hearing body under that act, or it may contract with the Office of Hearing Examiners for a hearing officer.

Subd. 2: The following are the minimum license actions which shall be imposed by the Council for violations of the provisions of this ordinance or Minn. Stat. Ch. 340A, as it may be amended from time to time or any rules promulgated under that chapter as they may be amended from time to time. Nothing herein prevents the Council from imposing a longer period of suspension or revoking a license where the Council deems such action is warranted:

- a) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, or violation of Section 60.17, the license shall be revoked.
- b) The license shall be suspended by the Council after a finding that the licensee has failed to pay taxes or assessments when due or failure to comply with any applicable statute, rule, or provision of this ordinance, other than the violations set forth in subparagraph (a) above for at least the minimum periods set forth below:
 - i) For the first violation within any three-year period, at least one day suspension in addition to any criminal or civil penalties which may be imposed.
 - ii) For a second violation within any three-year period, at least three consecutive days suspension in addition to any criminal or civil penalties which may be imposed.
 - iii) For the third violation within any three-year period, at least seven consecutive days suspension in addition to any criminal or civil penalties which may be imposed.
 - iv) For a fourth violation within any three-year period, the license shall be revoked.
- c) The Council shall select the day or days during which the license will be suspended.

Updated 60.23, Subd. 2 on 12/27/17

Rock THE Prairie .org



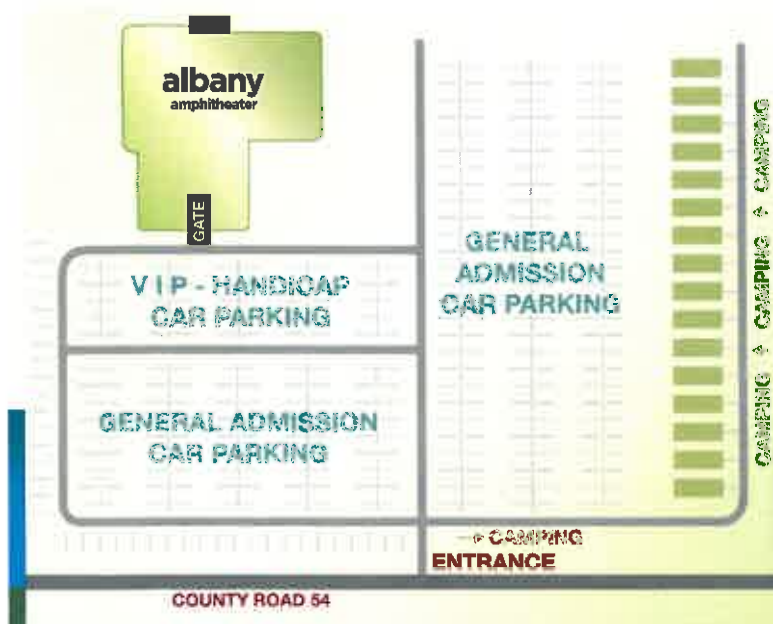


Primitive camping now available at Rock the Prairie 2018

Primitive, designated campsites are new at Rock the Prairie 2018. Porta potties, security lights, fire rings and dumpsters will be provided to enhance your experience this year. There isn't running water or electrical hookups available but this does create a great opportunity to enjoy the show and not have to travel home. Campfires will be allowed in fire rings (provided by Rock the Prairie), and each campsite is limited to one sleeping unit. Campground will be open from 2 p.m. Saturday until Noon on Sunday.

Camping Rules:

- Must be 21 or older for camping permits.
- Sites are primitive 35'x100' and are restricted to one sleeping unit.
- There will not be water or electricity provided.
- All motor vehicles in the camp ground must have a camping pass. All camping passes must be clearly displayed at all times. Any additional vehicles can purchase a pass or park in the general parking area.
- You are responsible for keeping your campsite clean. We will provide dumpsters for your convenience in disposing of your trash. If you do not clean your campsite upon leaving, it may result in the cancellation of your campsite at next year's event.
- No ATVs or personal golf carts.
- Firearms are not permitted anywhere on Rock the Prairie grounds.
- Campground available only to people with tickets/wristbands for the concert.
- Campsites are first come first serve.
- Quiet time in campground from 2 a.m.–7 a.m.
- No keg beer, or large amount of beer in camping areas.
- Open fires in self-contained (fire rings) only. Fires must be attended at all times.
- No pets allowed.
- No riding in the back of pick-ups.
- No live music stage shows or any activity in the campgrounds that promote large gatherings, selling or distributing alcoholic beverages and any other soliciting.
- Portable toilets will be provided in the campgrounds.
- Leave fireworks at home. We'll provide the entrapment.
- Rock the Prairie is not responsible for lost, stolen or misplaced tickets. Rock the Prairie is not responsible for personal injury, theft, loss or damage of personal property.
- Persons engaging in illegal, violent or unruly behavior will be immediately ejected from the amphitheater, campgrounds and/or parking lots and may be subject to arrest.



When you enter the campgrounds, you will be issued garbage bags for cleanup. Please make sure your site is clean before you leave. Only authorized vehicles will be allowed to enter the camping area. Remember that everyone in the campgrounds must have a concert ticket or wristband. Thank you for your continued support and remember to renew your campsite for Rock the Prairie 2019 at the information tent.

*Thank you,
Rock the Prairie Staff and Volunteers*



Concert tickets and camping passes are available online at www.RockthePrairie.org

| | | | |
|-------|--|-------|--------------------------------------|
| To: | Mr. Tom Schneider and Albany City Council City of Albany | From: | Jeremy Mathiasen St. Cloud Office |
| File: | 193801690 | Date: | April 12, 2018 |

Reference: Engineering Update for the 4/18/18 Council Meeting

5th Street Improvements

We received a call over the winter from a resident whose concrete driveway apron was heaving significantly. We received another call this week about some movement of concrete aprons on the north end of the project. We will be heading out to take a closer look at those locations, and the rest of the project, to see if there are others experiencing movement or cracking. The temperature changes and the abundance of recent moisture may have contributed to some of the concerns. We will keep you posted on our findings.

2018 1st Street Improvements

We haven't received any additional information from MNDOT on start time or the date for the public open house. Anticipating both will be coming up in May.

North Lake Storm Water Improvements

Bardson Excavating is hoping to start clearing the northern site this coming week, if weather allows. We'll be out to stake some control points for them and to mark the tree clearing & grubbing limits. Wayne Cymbaluk is working with the landscaping/seeding subcontractor to ensure that the proposed seeding mix and plantings are in conformance with the origin requirements (within 175-mile radius from the project site).

1st Street / Railroad Avenue Intersection Improvements

The approved preliminary engineering report has been forwarded to Stearns County and MnDOT. We've requested that Stearns County add this project to their 5-year CIP. MnDOT would like to have a signed letter from the City, officially requesting funding participation. A funding request letter is included in your packet for your review and comment.

Feel free to let me know if you have any specific questions before the meeting.

Jeremy.mathiasen@stantec.com 320.529.4366

PROFESSIONAL SERVICES AGREEMENT

Agreement made, effective upon execution by both parties, by and between the **Stearns County Human Services Board**, with offices located at 705 Courthouse Square, St. Cloud, Minnesota 56303, referred to in this agreement as "County", and **City of Albany**, 400 Railroad Avenue, P.O. Box 370, Albany, Minnesota 56307, referred to in this agreement as "Consultant".

RECITALS

- A. County wishes to contract with Consultant for professional services as a part of the Statewide Health Improvement Partnership (SHIP);
- B. Consultant is willing and qualified to perform such services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows.

I. SERVICES

In connection with a Minnesota Statewide Health Improvement Partnership (SHIP) grant in favor of County, Consultant agrees to provide the following services:

1. Purchase (along with other donated/raised funds) and install Rapid Flash Beacon Crosswalk LED Warning Systems at three (3) intersections in Albany, MN;
2. Finalize education/notification plan of new system to the public;
3. Continue implementation of strategies centered around the 6E's identified in the City of Albany Bicycle and Pedestrian Master Plan;
4. Provide grant summaries of activities and complete other reporting requirements as identified by Stearns County Human Services on designated dates;
5. Participate in SHIP evaluation activities upon request of County;
6. Comply with all applicable requirements of the Minnesota Department of Health regarding SHIP grantees.

It is understood that services provided by Consultant pursuant to this Agreement shall be delivered between March 1, 2018 and May 31, 2018.

The appendix to this Contract entitled "CONTRACT APPENDIX" attached hereto, is a part of this Contract.

II. COMPENSATION

County shall compensate Consultant pursuant to this Agreement in an amount not to exceed \$9,764.00 for the services listed above, as approved by Stearns County Human Services.

Compensation shall be reimbursement based. Consultant shall not be reimbursed by County for expenses not allowed by the Minnesota Department of Health for SHIP grantees. During the term

of this Agreement, Consultant shall submit periodic invoices to County not later than the following dates: April 30, 2018, and a final invoice no later than June 15, 2018.

Consultant shall be reimbursed by County net 30 days after the County receives an invoice and receipts from Consultant for supplies/services purchased during the contract period. Consultant's invoice shall not be approved for payment by County unless receipts are submitted and meet County's requirements relating to SHIP requirements and to this Agreement herein. Consultant's failure to submit receipts and failure to purchase supplies/services during the contract period in accordance with this Agreement herein may result in County not approving payment of Consultant's invoice. Consultant shall retain receipts for any items/services purchased for a period of six (6) years following May 31, 2018.

III. CONSULTANT'S EMPLOYEES

In the event agents or employees of Consultant (if any) also perform services for County under and pursuant to this Agreement, they shall be bound by the provisions of this Agreement and Consultant shall, at the request of County, furnish to County satisfactory evidence to that effect and that all taxes required to be withheld or paid on behalf of such agents or employees have been paid or provided for by Consultant.

IV. CONFIDENTIALITY

Consultant agrees that all data collected, received, maintained, created, or disseminated, or used for any purposes in the course of the Contractor's performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statutes and Minnesota Rules implementing the Act now in force or hereafter adopted, and, applicable federal laws and regulations on data privacy. The Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.

V. CONSULTANT REPRESENTATIONS

Consultant represents and warrants that Consultant and Consultant's agents and employees (if any) have the right to perform the services required under and pursuant to this Agreement without violation of obligations to others, and that Consultant and its agents and employees have the right to disclose to County all information transmitted to County in the performance of services under and pursuant to this Agreement, and Consultant agrees that any information submitted to County, may be used fully and freely by County.

VI. DURATION AND TERMINATION

This Agreement shall become effective on the date stated above and shall continue until May 31, 2018. In addition to terminating at the end of such period, this Agreement may be terminated pursuant to the following:

- A. Immediately on the death or incapacity of any person employed by Consultant who, in the sole opinion of County, was essential for the successful performance of Consultant's obligations under and pursuant to this Agreement.
- B. By either party, with or without cause at any time, on ten (10) days' prior written notice; or
- C. By County, at any time, on two (2) days' prior written notice, if Consultant assigns this Agreement, or any right or obligation under this Agreement without County's prior written consent; or if there is a change in the control or management of Consultant that is unacceptable to County; or if Consultant ceases to function as a going concern, or to conduct its operations in the normal course of business.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY THE BOARD IN THE EVENT SUFFICIENT FUNDS ARE NOT APPROPRIATED, OBTAINED AND CONTINUED AT LEAST AT THE LEVEL RELIED UPON FOR THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

The obligations of Consultant under Sections IV. and V., above, shall survive any expiration or termination of this Agreement. On termination of this Agreement, Consultant will return to County all written information, materials or files supplied to Consultant or created by Consultant at the expense of County.

VII. INJURIES TO CONSULTANT

Consultant waives any rights to recovery from County for injuries that Consultant may sustain while performing services under and pursuant to this Agreement and that are a result of Consultant's own negligence.

VIII. LOSS OR DAMAGE

Consultant shall be responsible for and shall reimburse County for all loss or damage to County's property, property of third parties, or personal injury caused by the willful acts or omissions of Consultant, its agents, or employees during the term of this Agreement.

IX. ASSIGNMENT

The rights of Consultant under this Agreement are personal to Consultant and may not be assigned or transferred to any other person, firm, or corporation without the prior, express, and written consent of County.

X. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

XI. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

XII. NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

XIII. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

XIV. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract.

COUNTY:

DATED: 3/21/18

BY:

Melissa Huberty
MELISSA HUBERTY
Administrator
Stearns County Human Services

CONSULTANT:

DATED: _____

BY:

Daron Gersch
Mayor
City of Albany, Minnesota

CONTRACT APPENDIX

I. NON-DISCRIMINATION

During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with all applicable federal and state laws regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- 1) The Equal Employment Opportunity Act of 1972, as amended, U.S.C. §2000e, et. seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- 2) Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- 3) The Rehabilitation Act of 1973, as amended, 29 U.S.C. §701, et. seq. and 45 C.F.R. 84.3 implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in federally-funded services or employment.
- 4) In fulfilling its duties and responsibilities under this contract, Contractor shall comply with the Americans With Disabilities Act of 1990, Pub.L 101-336, 42 U.S.C.A Chapt. 126, §12101, et. seq., and regulations promulgated thereto.
- 5) The Age Discrimination in Employment Act of 1967, (Pub.L. 90-202) (ADEA), 29 U.S.C. 621 et. seq., as amended, and Minn. Stat. §181.81, which generally prohibit discrimination because of age.
- 6) The Equal Pay Act of 1963, as amended, 29 U.S.C. §206(d), and Minn. Stat. §181.66 through §181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

7) Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minn. Stat. §363A.36, if applicable.

8) Minn. Stat. §181.59, which prohibits discrimination against any person by reason of race, creed, or color in any state, county, and other political subdivision, contracts for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.

9) The Job Training Partnership Act of 1982 (Pub.L. 97-300, 29 U.S.C. §1501, et. seq.), as amended, and JTPA regulations which prohibits discrimination under and program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA program simply because of their citizenship.

II. RECORDS DISCLOSURE/AUDIT/RETENTION

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minn. Stat. §16C.05, subd.5 (1998). Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

- 1) Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
- 2) Segregate responsibilities; i.e. the person reconciling the bank statements shall not be the same person that issues the checks or handles receipting of cash;
- 3) Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;
- 4) Reconcile bank statements on a monthly basis;
- 5) Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and.
- 6) Annually submit an audited financial statement with a corresponding management letter.

III. WORKER HEALTH, SAFETY AND TRAINING

Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under the Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act" Minn. Stat. §182.65, et. seq., where applicable.

IV. DATA PRIVACY

All data collected, created, received, stored, used, maintained or disseminated by Contractor in performing the Contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as the Health Insurance Portability and Accountability Act (HIPPA), 45 C.F.R. Parts 160, 162 and 164 as amended, and other applicable federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were a government entity provided that there shall be no duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to assure compliance with Minnesota Government Data Practices Act shall be Contractor's authorized representative, unless the Contractor's responsible authority is specified in the Contract, pursuant to Minn. Stat. §13.45, subd. 10(a)(4). The remedies available in Minn. Stat. §13.08 apply to the Contractor.

V. INDEPENDENT CONTRACTOR STATUS

It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the county. No statement contained in this contract shall be construed so as to find the contractor to be an employee of the county, and the contractor shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein.

VI. INDEMNIFICATION & LIABILITY

Contractor shall indemnify, hold harmless and defend the County of Stearns, its' officers, agents, commissioners, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of:

- A) Any negligent or willful act or omission of Contractor, its' agents, servants, officers, subcontractors, assignees, or employees, in the execution performance, or failure to adequately perform Contractor's obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or

B) Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or

C) Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or

C) Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor's employment practices.

D) It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

VII. INSURANCE REQUIREMENTS

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1) A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property damage in an amount not less than \$1,500,000 for each occurrence, \$1,500,000 Personal Injury and Advertising Injury for each occurrence, \$3,000,000 Aggregate limit for Product liability and Completed Operations liability claims and \$3,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissioners, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the County as an additional insured.

2) A Workers Compensation insurance policy with limits as required by Minnesota Statute §176.181 including Employees Liability coverage with limits not less than \$500,000 each accident, for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by disease and a \$1,500,000 total policy limit for Bodily Injury by Disease.

3) An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents and employees as additional insureds.

4) All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A: VII.

5) Unemployment Compensation Insurance as required by law.

6) Prior to the effective date of this agreement and before work commences; Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.

7) The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with insurance requirements as stated above.

8) Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon sixty (60) days prior written notice to County. Neither County's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Provider's responsibility to comply with the insurance specifications.

VIII. NON-ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not enter into any subcontract for performance under this contract nor assign any interest in this contract without the prior written approval of Stearns County and subject to such conditions and provisions as Stearns County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this contract.

IX. CONFLICT OF INTEREST

Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

X. INCOME TAX WITHHOLDING CERTIFICATE

Final payment under this contract may be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a Certified Withholding Contractor Affidavit confirmed or signed by the Commissioner of Revenue.

**AMENDMENT TO ORDINANCE SECTION 52.12
MOTORIZED GOLF CARTS**

The City Council for the City of Albany, HEREBY ORDAINS that Section 52.12 of Ordinance 52 regarding use of motorized golf carts is hereby amended as follows:

1. Section 52.12, Subd. 2, the definition of “motorized golf cart” is hereby amended to read as follows:

“Motorized Golf Cart: Any passenger conveyance, being driven with three or four low pressure tires, that is limited to engine displacement of less than 800 cubic centimeters and total dry weight less than 800 pounds. Motorized Golf Cart shall also include an electrically powered motor vehicle that has four wheels and has a speed attainable in one mile of at least 20 miles per hour, but not more than 25 miles per hour, on a paved level service, also known as a “neighborhood electric vehicle”.”

2. Section 52.12, Subd. 4 (b) is hereby amended to read as follows:

“b) A permit for the use of such motorized golf carts has been obtained from the City of Albany, as provided in Subd. 5.”

3. Section 52.12, Subd. 5 first paragraph is hereby amended to read as follows:

“Subd. 5: Permit Required. It shall be unlawful for any person to operate a motorized golf cart on streets under the jurisdiction of the City of Albany except when the vehicle is traveling on a designated street and is prominently displaying a valid permit obtained from the City of Albany.”

4. Section 52.12, Subd. 6 (d) is hereby amended to read as follows:

“d) On a public sidewalk or trail provided for pedestrian travel.”

5. This Amendment shall be effective upon publication.

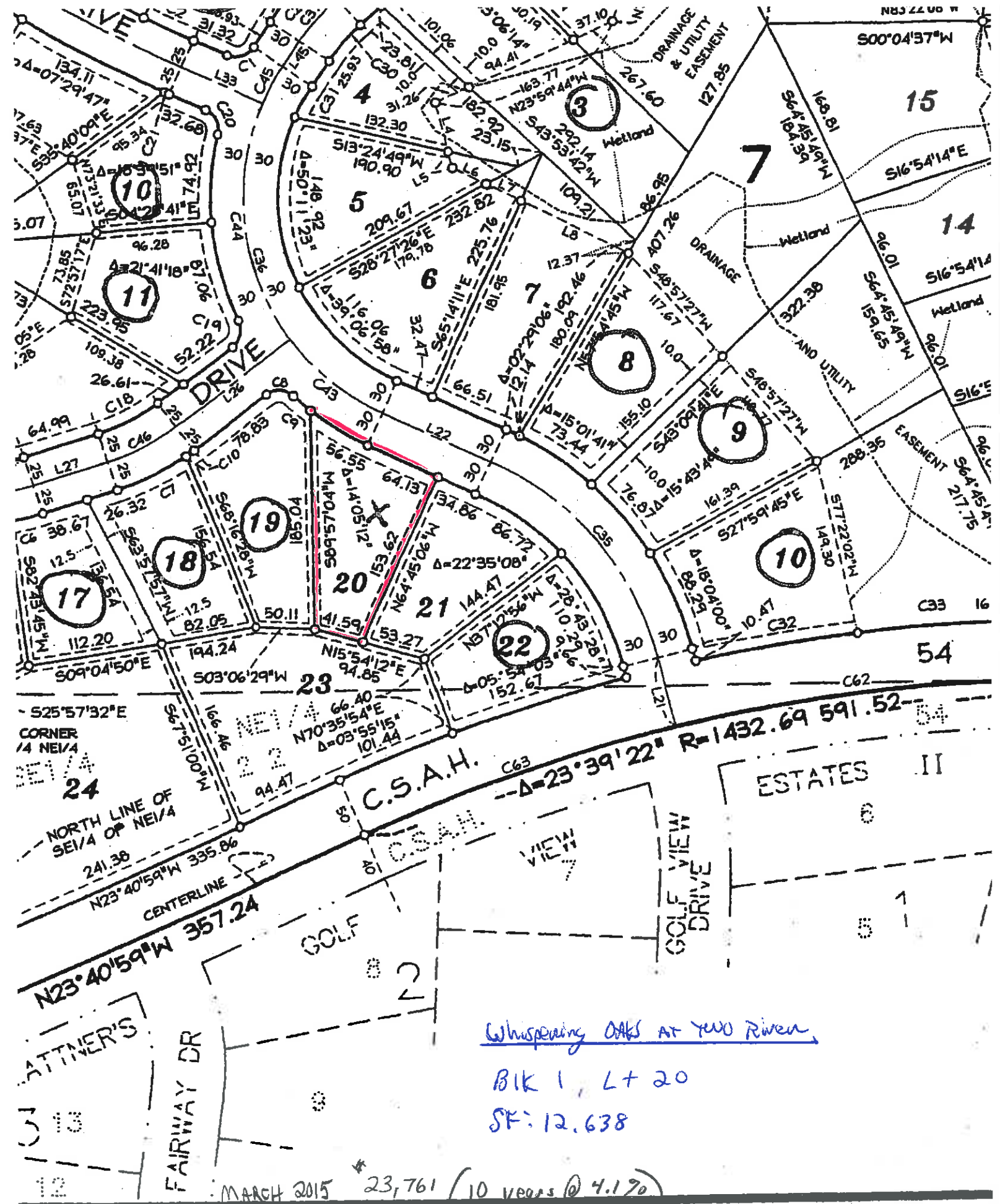
This Amendment was approved by the majority of the City Council of Albany on the 18th day of April, 2018.

Daron Gersch, Mayor

Tom Schneider, Clerk/Administrator

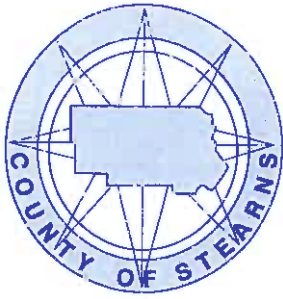
(S E A L)

This amendment was published in the *Albany Enterprise* on April, 2018



MARCH 2015 * 23,761 (10 years @ 4.1%)

* Recommendation: * 18,591.44 assessment. * 8,970.80 prior 2019
 * 9,820.64 7 years @ 4% interest
 Begin 2019



COUNTY OF STEARNS

Environmental Services Department

Administration Center Rm 343 • 705 Courthouse Square • St. Cloud, MN 56303
320-656-3613 • Fax 320-656-6484 • 1-800-450-0852

DATE: APRIL 10, 2018

TO: PROPERTY OWNERS WITHIN 500 FEET OF AFFECTED PROPERTY
ALBANY TOWNSHIP CHAIRPERSON, SUPERVISORS & CLERK
ALBANY CITY CLERK

FROM: STEARNS COUNTY BOARD OF ADJUSTMENT

To consider a request from **Timothy & Karey Gerads**, Albany, MN to amend a condition regarding barn fans from variance P-009843 granted on February 22nd, 2018. Affected property: 199.54A W2NE, SENW&NENW & NESW&S2SWNW, Section 11, T125N, R31W, Albany Township. Property address: 20959 St. Anna Drive, Albany, MN.

A public hearing will be held by the Stearns County Board of Adjustment on **Thursday, April 26, 2018, beginning at 6:30 p.m. in Conference Room 121 BCD, Stearns County Service Center West, 3301 County Road 138, Waite Park, Minnesota.** At that time you may appear, if you so desire, either in person or by submitting written testimony in opposition to or in support of the request for variance prior to the hearing date. Written testimony may be submitted to the Stearns County Environmental Services Department, Administration Center, 705 Courthouse Square Room 343, St. Cloud, MN 56303.

The application for variance is on file in the Environmental Services Department and is available for review during normal business hours. The application can also be viewed approximately one week prior to the meeting at co.stearns.mn.us by clicking on Board & Committee Meetings. Action taken on this application will be available shortly after the meeting at the same website location.

Attendance at the hearing regarding the requested variance is not limited to those persons receiving copies of this notice. If you know of any interested property owners who for any reason have not received a copy of this notice, it would be appreciated if you would inform them of this public hearing.

Sincerely,

Stearns County Board of Adjustment

Bethyló Juetten, Environmental Specialist

Barrier Free Status: This meeting will be accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact this office so early arrangements can be made.

2018 Job Fair & Business Expo

Albany & Avon Chambers of Commerce

Saturday, April 28, 2018 9 a.m. – 12 p.m.

***NEW* Albany Area Schools BECC Center**

MAIL FORM AND PAYMENT TO: Albany Area Chamber of Commerce P.O. Box 634, Albany MN 56307.

Vendors are encouraged to provide door prizes, games, or an activity to add interest to your booth.

Vendor registration includes 8'x 10' booth space, table and 2 chairs. Set up starts at 7:30 a.m. All vendors must be set up by 8:45. Free coffee and donuts Saturday 8:00 a.m. – 10:00 a.m. or until gone.

REGISTER by MARCH 30, 2018 to be included in event advertising.

Business/Organization _____

Address: _____ City _____ MN _____

Contact Person: _____ Phone: _____ Email: _____

I am a Chamber member (circle one) Avon Albany Both

The Albany and Avon Area Chambers of Commerce will match the registration fee (\$25) for current 2018 Chamber members.

| # booth/space needed | Before March 30 th | After March 30 th | Total |
|---|-------------------------------|------------------------------|-------|
| <input type="checkbox"/> Albany/Avon Chamber member | \$25 | \$35 | _____ |
| <input type="checkbox"/> Non-Chamber members | \$50 | \$60 | _____ |
| <input type="checkbox"/> Non-Profit | \$35 | \$45 | _____ |

Yes, I would like to SPONSOR this event* \$100

Total Payment Enclosed _____

Yes, I would like electricity. **LIMITED availability, must provide your own extension cords.**

We are participating mainly to: Seek out new employees Promote our business Both

SPONSORSHIP DETAILS: Sponsors will be included in print advertising (newspaper and flyers), radio ads, listed on chamber website and Facebook. Please email digital image of your logo to albanycc@albanytel.com.

Contact Maria at the Albany Area Chamber of Commerce with additional questions.