

**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, September 7, 2022, in the Council Room at 400 Railroad Avenue for the said City.

AGENDA

1. Convene meeting
2. Pledge of Allegiance
3. Audit Bills
4. Act on regular Council minutes of the meeting held on August 17th
5. Open Forum/Public comment (3 to 5 minutes max.)
6. Mark Osendorf, XCEL Energy, Manager Community Relations – update council on proposed relocation of service trucks out of the city of Albany.
7. Jason Murray, Financial Consultant with David Drown Associates – discuss financing options related to the proposed Forest Avenue Capital Improvements Project.
8. Jeremy Mathiasen, City Engineer – present the following:
 - Pay application number 4 for the 2022 Capital Improvements Project
 - Project updates
9. Public Hearing on a request by RS Tooling, LLC, 499 Huskie Drive, to vacate a drainage and utility easement on Lots 4 and 5, Block 3, Albany Business and Industrial Park
10. Tom Schneider, Clerk/Adm. – present preliminary 2023 Budget
 - Police Chief Ozzie Carbajal
 - Joe Mergen, Public Works Supervisor
11. Reports of Boards and Department Heads
 - Joe Mergen, Public Works Supervisor – update council on new pickup ordered from Albany Chrysler Center for public works department
 - Police Chief Ozzie Carbajal, Police Department – recommendation to appoint JoAnna Bigler, part-time Patrol Officer, to full-time status
 - Tom Schneider, Clerk/Adm. – present the following:
 - Information technology (IT) management services & support (Xtona)
12. Mayor's announcements and letters
13. Mayor to announce next regular Council meeting date (September 21st) 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, August 17, 2022, in the Council Room at 400 Railroad Avenue for the said City.

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

Other's present were: Tom Schneider, Clerk/Adm., Joe Mergen, Public Works Supervisor, Jeremy Mathiasen, City Engineer with Stantec, Inc., St. Cloud, MN, Jason Murray, the city's financial consultant, with the firm of David Drown Associates, Police Chief Ozzie Carbajal, and Evan Michealson, Staff Writer, the Star Post.

The council recited the Pledge of Allegiance.

The council took notice of approval of payment of bills. After due discussion, a motion was made by John R. Harlander and seconded by Keith Heitzman to approve/authorize payroll (3340-3353), electronic payments (900021-900025), transfers, and the payment of the following bills: Check Numbers 72051 to 72089. 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 August 3rd and hearing none declared them approved.

Open forum/public comments: none

Councilor Adam Rushmeyer, Planning Commission Liaison, informed the council the Planning Commission held a meeting on August 16th on a request by Catherine Wolf and Rachel Buttweiler, 21837 Trestle Ridge Road, Albany, MN dba Montessori on Main, 521 Railroad Avenue, for a conditional use permit (Section 80.19, Subd. 2) to operate a child day-care in a Core Commercial (C1) Zoning District. Mr. Rushmeyer noted a conditional use permit (CUP) was approved on October 24, 2019, but expired on November 7, 2021 due to the business not opening which required the applicant to reapply. After due discussion and upon the recommendation by the Planning Commission, a motion was made by Adam Rushmeyer and seconded by Al Amdahl the request by Catherine Wolf and Rachel Buttweiler, 21837 Trestle Ridge Road, Albany, MN, for a conditional use permit (Section 80.19, Subd. 2) to operate a child daycare in a Core Commercial (C1) District at 521 Railroad Avenue, be approved with the following conditions:

1. The pick-up and drop off of children to be in rear alley and NOT Railroad Avenue.
2. Applicant shall obtain all State and County permits as required for building use.
3. Signs shall comply with the Sign regulations (Section 80.11)
4. Exterior Lighting shall comply with lighting regulations (Section 80.13)
5. Comply with Ordinance 41.01, Subd. 1 (sidewalk snow/ice removal)
6. Building renovations shall conform to the State Building Code.
7. Commercial grade fence if erected near the rear alley to be located a few feet from right-of-way (ROW) for the purpose to allow snow from the snowplow not to damage the fence during snow removal.
8. Maximum number of children at one-time in the building to be determined by permitted occupancy.

All voted for the motion and it carried.

Mr. Murray appeared before the council to discuss financing the proposed 2023 Forest Avenue reconstruction improvements (est. \$2.6 million), debt management, and utility fund analysis. Mr. Murray noted interest rates for bond issuance are approximately four (4%) percent compared to a few years ago

when the rates were as low as two (2%) percent. Mr. Murray presented a Bond Summary Report which showed the number of debt outstanding, bond payments, projected revenues, bond fund balance, and a ten (10%) percent bond levy increase if the city moves forward with the aforesaid improvement. Mr. Murray also noted the council can consider the following: 1) decrease the bond levy percentage, 2) increase the water/sewer revenue payment, 3) not proceed with the improvement. Mr. Harlander informed the council improvement projects should not be delayed being costs continue to rise each year and recommended the bond levy percentage be decreased to seven (7%) percent and water/sewer contribution be increased. Mayor Tom Kasner noted infrastructure on Forest Avenue is in need of replacement and would be in favor of continuing with reconstruction projects as long as the debt can be managed without the city's tax capacity rate seeing a significant increase. Mr. Rushmeyer questioned what the impact might be to the bond summary report if the water/sewer contribution is increased. Mr. Murray noted the said report will be updated when the 2021 comprehensive audit is completed which includes both water and sewer department operations. Mr. Murray also noted the city's net tax capacity increased nearly sixteen (16%) percent which is due to property market value increases and provided tax capacity rate calculations based on the aforesaid information. Mayor Tom Kasner, with the consensus of the council, directed Mr. Murray to update the bond summary report with additional revenue options to finance 2023 Forest Avenue reconstruction improvements to be presented at the September 7th council meeting.

Mr. Mathiasen updated the council on the progress of several construction improvements and is satisfied on how they are progressing. Mr. Mathiasen noted the feasibility study for the proposed 2023 Forest Avenue reconstruction improvements (Forest Avenue between 1st and 6th Street, 2nd Street through 5th Streets between Forest Avenue and Midland Avenue and the adjacent alleys) will be presented at the September 21st council meeting.

Councilor Keith Heitzman, Albany Golf Club Liaison, presented to the council the Albany Golf Club's checkbook register. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer to approve electronic payments, transfers, and the payment of the following: checks 40224-40263. Voting for the motion were Councilors Keith Heitzman, Al Amdahl, John R. Harlander, and Adam Rushmeyer, and none voted against. Mayor Tom Kasner abstained and the motion carried. Mr. Heitzman informed the council several course improvements are near completion and in mid-September, landscaping improvements will begin on the west side of the clubhouse.

Councilor Al Amdahl, Park Board Liaison, informed the council the board held a meeting on August 15th to discuss the proposed pedestrian walk/bike bituminous path along the eastern boundary of North Lake abutting State Hwy 238 (TH238) connecting North Park to an existing sidewalk on Lake Avenue. Mr. Amdahl noted the city engineer presented a summary of his phone conversation with representatives from the Minnesota Department of Transportation (MnDOT) and the Minnesota Department of Natural Resources (DNR) related to the proposed trail. Mr. Amdahl also noted the board recommended to the council the following: 1) construct proposed pedestrian trail on west side of TH238, 2) schedule a public hearing, and 3) minimal funding from the city. Mr. Schneider informed the council a public hearing will be scheduled in the fall and decisions will be considered whether or not to move forward to authorize the city engineer to prepare a feasibility study. Mr. Schneider also noted there will be significant obstacles to overcome with MnDOT and the DNR, but if successful the said trail will be a nice amenity for the community.

Police Chief Ozzie Carbajal presented the School Resource Officer (SRO) Agreement renewal between the city and Albany Area Schools. Mr. Carbajal informed the council the relationship, duties and responsibilities is working very well between the two jurisdictions. Mr. Carbajal noted the payment for the services provided by the police department is \$31,827 for the 2022-2023 school year. After due discussion, a motion was made by Al Amdahl and seconded by Adam Rushmeyer to authorize Mayor Tom Kasner to execute the SRO agreement on behalf of the city. All voted for the motion and it carried.

The council took notice of a proposed amendment to Ordinance 70, Public Nuisances, Section 70.05, Subd. 4, Sump Pump Discharge Abatement. Mr. Schneider informed the council the purpose of the amendment is to add language to require any connection to the city's drain tile system to be designed with an "air gap" above the in-ground pipe to allow discharge even if the in-ground pipe is frozen or blocked by

some other means. After due discussion, a motion was made by Mayor Tom Kasner who introduced the following amendment to Ordinance 70, Public Nuisances:

CITY OF ALBANY
AMENDMENT TO ORDINANCE NO. 70, PUBLIC NUISANCES

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

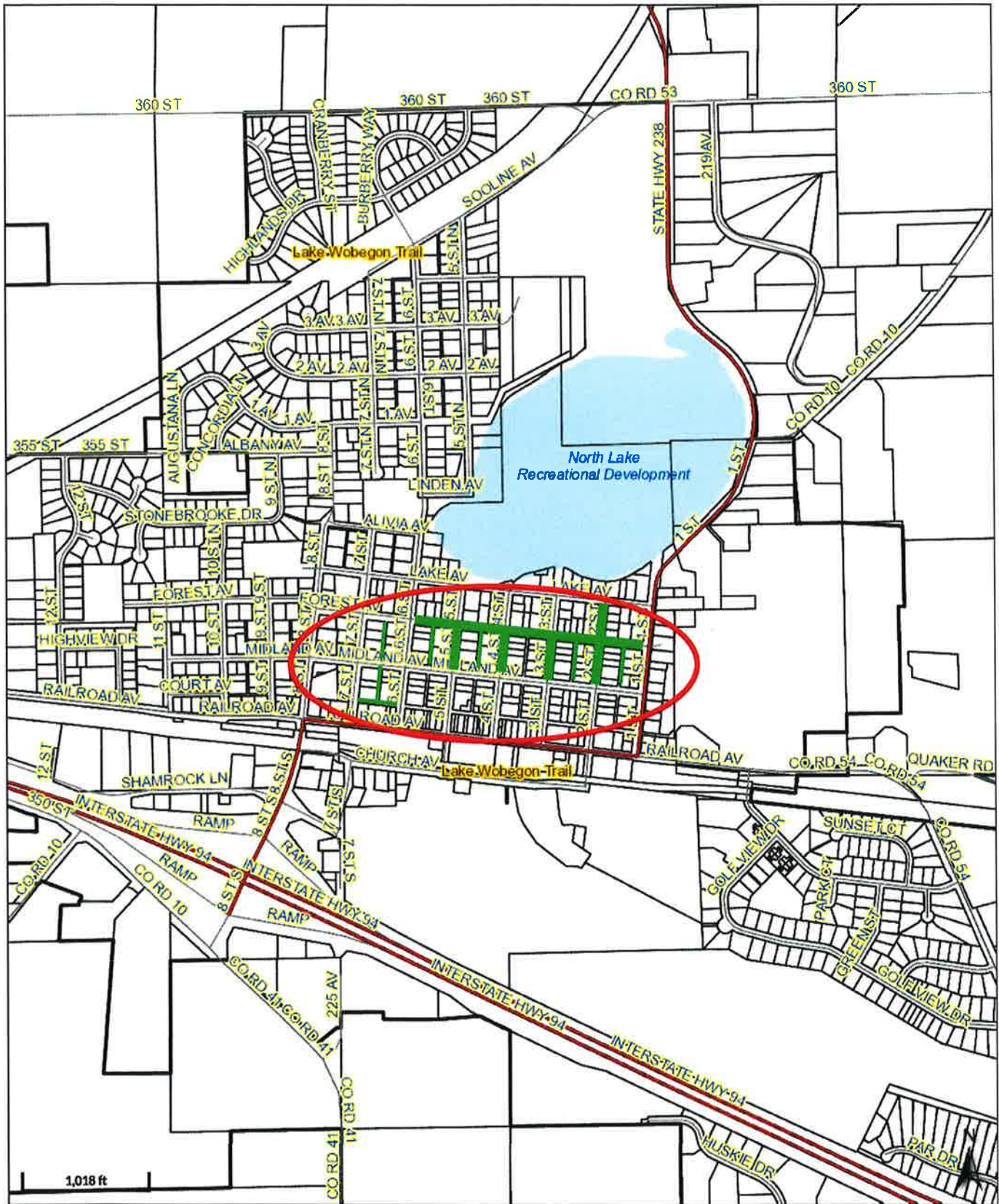
The council took notice of a liability coverage waiver form prepared by the League of Minnesota Cities Insurance Trust, the City's Insurance carrier, relating to statutory tort liability limits to the extent of the coverage purchased for the year 2023. Mr. Schneider noted it's been common practice of the council not to waive the monetary limits on municipal tort liability. After due discussion, a motion was made by Keith Heitzman and seconded by Adam Rushmeyer not to waive the monetary limits on municipal tort liability. All voted for the motion and it carried.

Mr. Schneider informed the council the Albany Area Schools request to issue general obligation school building bonds in an amount not to exceed \$16,960,000 for acquisition and betterment of school sites and facilities including, but not limited to, renovation of the former hospital/clinic facility at 300 3rd Avenue, for use as an early learning center, construction of an addition consisting of a new multi-purpose space, deferred capital maintenance, infrastructure improvements, furniture, fixtures, and equipment, and technology, was approved at the August 9th election. Vote total: 1,272 YES and 881 NO. Mr. Schneider noted the school will schedule a closing and share with the city a construction schedule within the next month or so to move forward with the renovations.

Mayor Tom Kasner announced the next regular council meeting for 6:30 o'clock in the evening on Wednesday, September 7, 2022, and adjourned the meeting at 7:20 PM.

Tom Schneider
Clerk/Adm.

Forest Avenue Proposed Improvement Area



To:	Mr. Tom Schneider Albany City Hall	From:	Jeremy Mathiasen St. Cloud, MN
File:	193805394	Date:	September 2, 2022

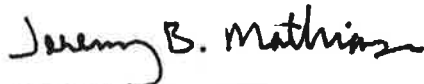
Reference: 2022 Capital Improvements – Payment Application No. 4

For your consideration at your September 7th Council meeting is Payment Voucher No.4 for the 2022 Capital Improvement Project.

Payment Voucher No. 4 has been prepared for your review and generally includes storm sewer, street subgrade and base materials, concrete items, and the bituminous non-wearing course quantities. The amount due, minus the retainage, for **Payment Voucher No. 4 is \$524,870.06**

Stantec is recommending approval of Payment Voucher No. 4 for Breitbach Construction Co. Should you have any questions about the work completed to date, feel free to contact me.

Stantec Consulting Services Inc.



Jeremy Mathiasen PE
Senior Associate

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

Attachment: Payment Voucher No.4



Owner: City of Albany, 400 Railroad Ave., Albany, MN 56307	Date: July 26, 2022
For Period: 7/23/2022 to 8/26/2022	Request No: 4
Contractor: Breitbach Construction Co.	

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

SUMMARY

1	Original Contract Amount		\$	2,008,700.59
2	Additional Work	\$	4,815.75	
3	Deduction	\$	0.00	
4	Revised Contract Amount		\$	2,013,516.34
5	Value Completed to Date		\$	1,540,158.08
6	Material on Hand		\$	0.00
7	Amount Earned		\$	1,540,158.08
8	Less Retainage 5%		\$	77,007.90
9	Subtotal		\$	1,463,150.18
10	Less Amount Paid Previously		\$	938,280.12
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>4</u>		\$	<u>524,870.06</u>

Recommended for Approval by:
STANTEC

Jeremy B. Mathias

Approved by Contractor:
BREITBACH CONSTRUCTION CO.

Approved by Owner:
CITY OF ALBANY

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Amount This Request	Quantity to Date	Amount to Date	Quantity (Previous)	% Complete
BASE BID:										
1	MOBILIZATION	LUMP SUM	1	98,512.00	0.25	24,628.00	1.00	98,512.00	0.75	100.00
2	CLEAR AND GRUB	TREE	28	674.04	1	674.04	35.00	23,591.40	34	125.00
3	REMOVE SEWER PIPE (STORM)	LIN FT	1404	6.27	371	2,326.17	1,532.00	9,605.64	1161	109.12
4	REMOVE SEWER PIPE (SANITARY)	LIN FT	1773	0.78		0.00	1,773.00	1,382.94	1773	100.00
5	REMOVE WATER MAIN	LIN FT	2332	1.05		0.00	2,332.00	2,448.60	2332	100.00
6	REMOVE HYDRANT ASSEMBLY	EACH	4	261.25		0.00	4.00	1,045.00	4	100.00
7	REMOVE GATE VALVE & BOX	EACH	2	109.50		0.00	6.00	657.00	6	300.00
8	REMOVE CATCH BASIN	EACH	11	182.91		0.00	4.00	731.64	4	36.36
9	REMOVE MANHOLE (STORM)	EACH	6	182.83		0.00	11.00	2,011.13	11	183.33
10	REMOVE MANHOLE (SANITARY)	EACH	10	182.90		0.00	6.00	1,097.40	6	60.00
11	REMOVE CURB AND GUTTER	LIN FT	5501	1.36		0.00	6,871.00	9,344.56	6871	124.90
12	REMOVE BLOCK RETAINING WALL	LIN FT	145	5.75		0.00	0.00	0.00	0	0.00
13	REMOVE STONE GROUTED RETAINING WALL	LIN FT	260	5.75		0.00	260.00	1,495.00	260	100.00
14	REMOVE CONCRETE WALK	SQ YD	2642	3.08	40	123.20	2,243.00	6,908.44	2203	84.90
15	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	689	3.40	50	170.00	1,123.00	3,818.20	1073	162.99
16	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	925	2.61	105	274.05	315.00	827.15	210	34.05
17	RECLAIM BITUMINOUS PAVEMENT	SQ YD	22020.00	0.65	5364	3,486.60	22,739.00	14,780.35	17375	103.27
18	SAWING BITUMINOUS PAVEMENT	LIN FT	5021	3.14	484	1,519.76	1,771.00	5,560.94	1287	35.27
19	SAWING CONCRETE PAVEMENT	LIN FT	779	5.22	165	861.30	411.00	2,145.42	246	52.76
20	ABANDON PIPE SEWER (SANITARY)	LIN FT	410	4.44		0.00	0.00	0.00	0	0.00
21	SALVAGE METAL SIDEWALK RAILING	LIN FT	19	20.89		0.00	16.00	334.24	16	84.21
22	SALVAGE SIGN	EACH	12	26.17		0.00	5.00	130.85	5	41.67
23	SALVAGE MAIL BOX SUPPORT & BOX	EACH	40	78.38		0.00	27.00	2,116.26	27	67.50
24	INSTALL SIGN	EACH	12	156.75		0.00	0.00	0.00	0	0.00
25	INSTALL CLUSTER MAIL BOX SUPPORT & BOXES	EACH	7	209.00		0.00	0.00	0.00	0	0.00
26	INSTALL METAL SIDEWALK RAILING	LIN FT	13	67.92		0.00	0.00	0.00	0	0.00
27	ADJUST VALVE BOX	EACH	2	251.00		0.00	0.00	0.00	0	0.00
28	ADJUST FRAME & RING CASTING	EACH	2	397.00		0.00	0.00	0.00	0	0.00
29	VALVE BOX ADJUSTMENT RING	EACH	6	94.00		0.00	0.00	0.00	0	0.00
30	MANHOLE ADJUSTMENT RING	EACH	17	256.00		0.00	0.00	0.00	0	0.00
31	COMMON EXCAVATION (P)	CU YD	14285	10.45	3517	36,752.65	10,140.00	105,963.00	6623	70.98
32	SUBGRADE EXCAVATION	CU YD	987	7.73		0.00	475.00	3,671.75	475	48.13
33	SELECT GRANULAR BORROW (CV)	CU YD	6034	10.45	701	7,325.45	1,881.00	19,656.45	1180	31.17
34	SUBGRADE GRANULAR BORROW (CV)	CU YD	1382	8.36		0.00	484.00	4,046.24	484	35.02
35	SELECT TOPSOIL BORROW - SCREENED (LV)	CU YD	915	19.85		0.00	0.00	0.00	0	0.00
36	PLACE SALVAGED AGGREGATE (CV)	CU YD	1800	3.74		0.00	5,600.00	20,944.00	5600	311.11
37	GEOTEXTILE FABRIC TYPE V	SQ YD	23705	1.41	3100	4,371.00	9,210.00	12,986.10	6110	38.85
38	GEOGRID	SQ YD	1300	1.57		0.00	0.00	0.00	0	0.00
39	AGGREGATE BASE (LV) CLASS 5 - DRWYS & WALKS	CU YD	715	16.72	210	3,511.20	210.00	3,511.20	0	29.37
40	AGGREGATE BASE (CV) CLASS 5 - ROADWAYS & ALLEYS	CU YD	4696	22.47	1113	25,009.11	3,978.00	89,385.66	2865	84.71
41	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1932	85.69		0.00	0.00	0.00	0	0.00
42	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	2702	84.65	2652	224,491.80	2,652.00	224,491.80	0	98.15
43	BITUMINOUS PAVEMENT REPLACEMENT 2" 4"	SQ YD	1500	20.90		0.00	0.00	0.00	0	0.00
44	4" CONCRETE WALK	SQ FT	27057	4.18	12650	52,877.00	12,650.00	52,877.00	0	46.75
45	6" CONCRETE WALK	SQ FT	2053	6.79	3125	21,218.75	3,125.00	21,218.75	0	152.22
46	PEDESTRIAN CURB RAMP	EACH	1575	6.79		0.00	0.00	0.00	0	0.00
47	TRUNCATED DOMES	SQ FT	216	52.25	120	6,270.00	120.00	6,270.00	0	55.56
48	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	6871	14.37	2693	38,698.41	4,871.00	98,736.27	4178	100.00
49	7" CONCRETE VALLEY GUTTER & APRONS	SQ YD	40	83.60		0.00	40.00	3,344.00	40	100.00
50	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	350	56.43	550	31,036.50	550.00	31,036.50	0	157.14
51	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	967	41.80		0.00	1,268.00	53,002.40	1268	131.13
52	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1277	49.64		0.00	635.00	31,521.40	635	49.73
53	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	3	1,985.67	3	5,957.01	3.00	5,957.01	0	100.00
54	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2' X 3'	EACH	11	3,471.45	7	24,300.15	11.00	38,185.95	4	100.00
55	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	8	3,799.63	-2	-7,599.26	9.00	34,196.67	11	112.50
56	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	1	4,593.00	1	4,593.00	1.00	4,593.00	0	100.00
57	CONNECT TO EXISTING STORM SEWER	EACH	3	836.00		0.00	2.00	1,672.00	2	66.67
58	CONNECT INTO EXISTING CATCH BASIN	EACH	2	705.50		0.00	2.00	1,411.00	2	100.00
59	CONNECT DRAIN TILE TO STRUCTURE	EACH	4	209.00	2	418.00	15.00	3,135.00	13	375.00
60	IMPROVED PIPE FOUNDATION	LIN FT	1100	1.05		0.00	0.00	0.00	0	0.00
61	4" PER FE PIPE DRAIN W/SOCK	LIN FT	2800	4.70	3215	15,110.50	7,066.00	33,210.20	3851	252.36
62	DRAIN TILE RISER W/ GV COVER	EACH	38	235.13	7	1,645.91	40.00	9,405.20	33	105.26
63	8" PVC SANITARY SEWER PIPE, SDR 35, 8-13" DEEP	LIN FT	2233	33.13		0.00	2,054.00	68,049.02	2054	91.98
64	10" PVC SANITARY SEWER PIPE, SDR 35, 0-8" DEEP	LIN FT	315	38.67		0.00	271.00	10,479.57	271	86.03
65	CONSTRUCT SANITARY MANHOLE	EACH	12	3,816.33		0.00	10.00	38,163.30	10	83.33
66	SANITARY MANHOLE OVERDEPTH	LIN FT	29.13	229.87		0.00	20.00	4,597.40	20	68.66
67	8"X4" PVC WYE	EACH	20	313.50		0.00	78.00	8,778.00	28	140.00
68	8"X4" PVC WYE	EACH	1	468.00		0.00	1.00	468.00	1	100.00
69	10"X4" PVC WYE	EACH	7	418.00	1	418.00	8.00	3,344.00	7	114.29
70	4" PVC SANITARY SERVICE PIPE	LIN FT	1008	20.38	19	387.22	1,144.00	23,314.72	1125	113.49
71	6" PVC SANITARY SERVICE PIPE	LIN FT	25	41.52		0.00	12.00	498.24	12	48.00
72	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	27	109.74		0.00	26.00	2,853.24	26	96.30
73	CONNECT TO EXISTING SANITARY SEWER	EACH	6	705.33		0.00	8.00	5,642.64	8	133.33
74	REVERSE SANITARY SEWER	LIN FT	2548	1.57		0.00	0.00	0.00	0	0.00
75	4" PVC WATERMAIN	LIN FT	43	37.12		0.00	40.00	1,484.80	40	93.02
76	6" PVC WATERMAIN	LIN FT	105	41.29		0.00	80.00	3,303.20	80	76.19
77	8" PVC WATERMAIN	LIN FT	2256	38.93		0.00	2,711.00	105,539.23	2711	120.17
78	4" GATE VALVE AND BOX	EACH	1	1,721.00		0.00	1.00	1,721.00	1	100.00
79	6" GATE VALVE AND BOX	EACH	5	2,001.20		0.00	4.00	8,004.80	4	80.00
80	8" GATE VALVE AND BOX	EACH	4	2,628.25	-2	-5,256.50	5.00	13,141.25	7	125.00
81	5" HYDRANT	EACH	4	5,047.25		0.00	4.00	20,189.00	4	100.00
82	EXTEND HYDRANT BARELL	LIN FT	2	386.50		0.00	0.00	0.00	0	0.00
83	FITTINGS	POUND	971	9.41	62	583.42	1,008.00	9,485.28	946	103.81
84	8" WATER MAIN OFFSET	EACH	1	2,247.00		0.00	0.00	0.00	0	0.00
85	1" CORPORATION STOP	EACH	30	266.47		0.00	26.00	6,928.22	26	86.67
86	1" CURB STOP & BOX	EACH	30	397.10		0.00	26.00	10,324.60	26	86.67
87	1" TYPE K COPPER PIPE	LIN FT	1095	24.61		0.00	790.00	19,441.90	790	72.15
88	CONNECT TO EXISTING WATER MAIN	EACH	10	799.40		0.00	9.00	7,194.60	9	90.00
89	CONNECT TO EXISTING WATER SERVICE	EACH	30	117.03		0.00	26.00	3,042.78	26	86.67

90	TEMPORARY WATER SERVICE	LUMP SUM	1	6,270.00	0.25	1,567.50	1.00	6,270.00	0.75	100.00
91	3" POLYSTYRENE INSULATION	SQ YD	35	34.49	28	965.72	84.00	2,897.16	56	240.00
92	FERTILIZER & SEED, MNDOT 25-151	SQ YD	9460	0.73		0.00	0.00	0.00	0	0.00
93	HYDRAULIC SOIL STABILIZER, TYPE 5	SQ YD	9460	1.05		0.00	0.00	0.00	0	0.00
94	EROSION CONTROL BLANKETS CATEGORY 4	SQ YD	690	3.40		0.00	0.00	0.00	0	0.00
95	2.5" DECIDUOUS TREE, CELEBRATION MAPLE	EACH	11	679.27		0.00	0.00	0.00	0	0.00
96	2.5" DECIDUOUS TREE, DONALD WYMANN CRAB	EACH	11	679.27		0.00	0.00	0.00	0	0.00
97	SILT FENCE, TYPE MACHINE SLICED	LIN FT	330	4.18		0.00	0.00	0.00	0	0.00
98	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	7	574.71	1	574.71	5.00	2,873.55	4	71.43
99	STORM DRAIN INLET PROTECTION	EACH	30	78.37	3	391.85	28.00	2,194.36	23	93.33
100	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	34	78.38	21	1,645.98	37.00	2,900.06	16	108.82
101	TRAFFIC CONTROL	LUMP SUM	1	8,674.00	0.25	2,168.50	1.00	8,674.00	0.75	100.00
102	FURNISH SIGN PANEL (STOP SIGN)	EACH	2	157.00		0.00	0.00	0.00	0	0.00
103	SIGN SUPPORT	EACH	2	130.50		0.00	0.00	0.00	0	0.00
104	24" SOLID LINE WHITE-PAINT	LIN FT	112	14.63		0.00	0.00	0.00	0	0.00
105	7" CONCRETE VALLEY GUTTER (24" WIDE) - ALLEY	LIN FT	1533	20.90	909	18,998.10	1,463.00	30,576.70	554	
ADDITIONAL REQUIRED WORK										
	WATER MAIN CONNECTIONS AT RR AVE	LUMP SUM	1	4,815.75		0.00	1.00	4,815.8	1	100.00
	PVC DRAIN TILE IN ALLEYS	LIN FT	605	14.57	605	8,814.85	605.00	8,814.9	0	100.00
TOTAL						561,309.65		1,540,158.08		
TOTAL BASE BID:								2,008,700.59		
TOTAL WORK COMPLETED TO DATE								1,504,765.63		

PROJECT PAYMENT STATUS

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

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	5/2/2022	5/21/2022	141,825.27	7,464.48	149,289.75
2	05/22/2022	06/25/2022	338,566.98	25,283.80	505,676.05
3	06/25/2022	07/22/2022	457,887.87	49,383.16	987,663.28
4	07/23/2022	08/26/2022	524,870.06	77,007.90	1,540,158.08

Material on Hand

Total Payment to Date		\$1,463,150.18	Original Contract	\$2,008,700.59
Retainage Pay No. 4		77,007.90	Additional Work	\$4,815.75
Total Amount Earned		\$1,540,158.08	Revised Contract	\$2,013,516.34

To:	Mr. Tom Schneider and Albany City Council City of Albany	From:	Jeremy Mathiasen St. Cloud Office
File:	193801690	Date:	September 2, 2022

Reference: Engineering Update for the 9/7/22 Council Meeting

2022 Capital Improvement Project

The first lift of roadway and alley bituminous was constructed last week, except for Midland Avenue between 5th and 6th Streets, and the north-south alleys. The additional areas are currently being prepped for curb and gutter and paving. Currently, the concrete subcontractor is scheduled to be back on site the week of the 12th to complete the remaining curb, sidewalk, and driveway aprons. The wear course paving for the alleys and the base course paving for the north-south alleys and the western block of Midland are currently scheduled for the week of September 19th.

Payment voucher No. 4 is included in your packets for your review and consideration.

1st Street/TH 238 Improvements

Turf establishment is progressing, and we are just waiting for the delivery and installation of the new light pole on 1st Street. A final payment application is expected late this year.

Golfview Lift Station Improvements

Delivery of materials and project work is still scheduled for early October.

2024 CR 157 Improvements

Stearns County is still planning for a public open house late this year to discuss the proposed improvements that are scheduled for 2024.

Forest Avenue Improvements – Feasibility Study

Feasibility work is continuing for the Forest Avenue improvements

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

Jeremy.mathiasen@stantec.com 320.266.5232

NOTICE
DRAINAGE AND UTILITY EASEMENT VACATION
CITY OF ALBANY, MINNESOTA

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of Albany, MN, at 400 Railroad Avenue, the Albany City Hall, at 6:30 o'clock in the evening or as soon as thereafter on September 7, 2022, to hear all persons present upon action taken by the City Council on a request by RS Tooling, LLC, 461 Huskie Drive, Albany, MN, to vacate the drainage and utility easement as dedicated in ALBANY BUSINESS AND INDUSTRIAL PARK, according to the recorded plat thereof, Stearns County, Minnesota, bounded as follows:

EASEMENT VACATION DESCRIPTION

-On the north by a line measured 5.00 feet northerly of, as measured at a right angle to and parallel with the South line of Lot 4, Block 3, said ALBANY BUSINESS AND INDUSTRIAL PARK.

-On the east by a line measured 10.00 feet westerly of, as measured at a right angle to and parallel with the easterly lines of Lots 4 and 5, Block 3, said ALBANY BUSINESS AND INDUSTRIAL PARK.

-On the south by a line measured 5.00 feet southerly of, as measured at a right angle to and parallel with said South line of Lot 4.

-On the west by a line measured 5.00 feet easterly of, as measured at a right angle to and parallel with the West lines of said Lots 4 and 5.

Dated this 10th day of August, 2022.

Tom Schneider
Clerk/Adm.

Published in the Star Post on August 17th and August 24, 2022.

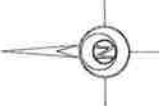
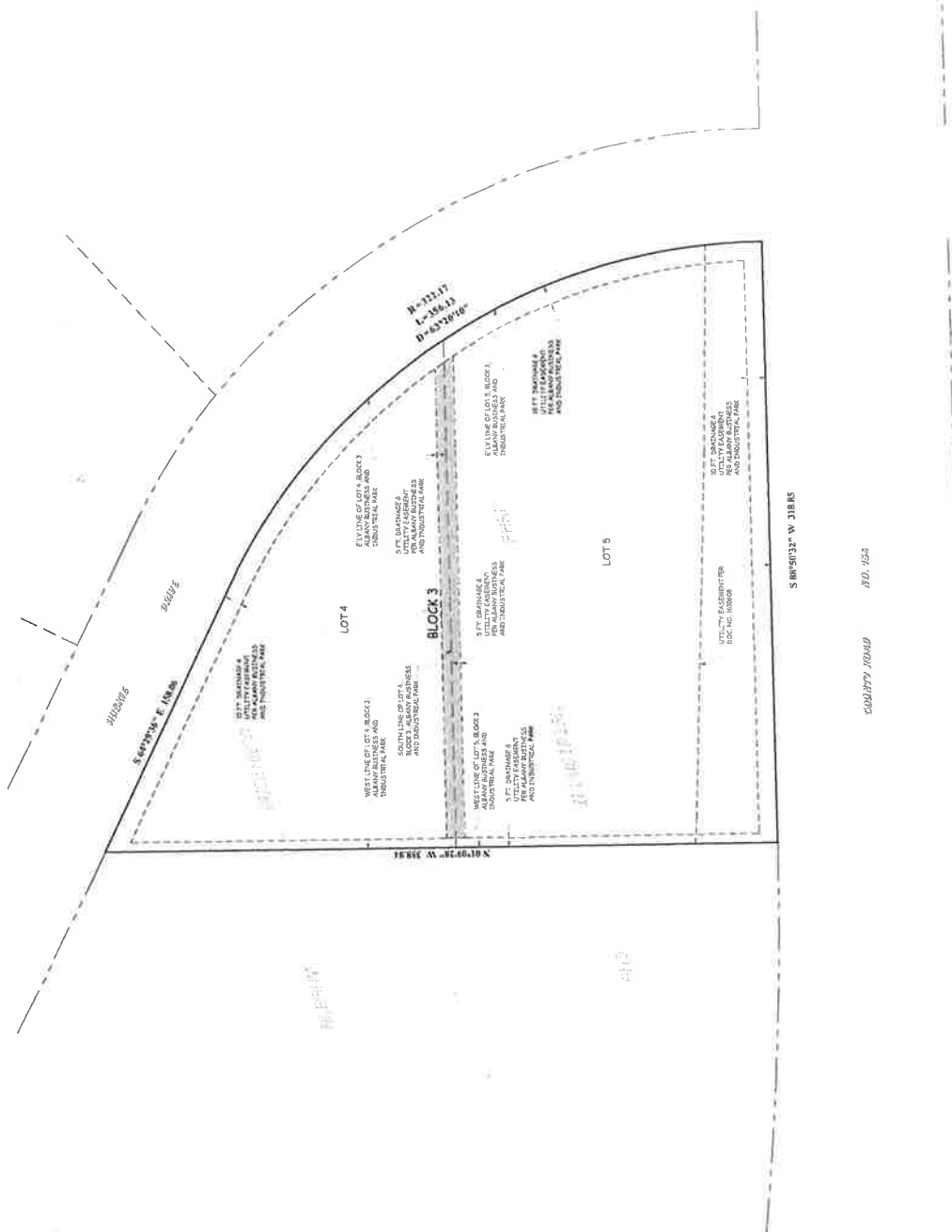
EASEMENT VACATION SKETCH & DESCRIPTION

EXISTING LEGAL DESCRIPTION

Lot 4 and 5, Block 3, ALBANY BUSINESS AND INDUSTRIAL PARK, according to the recorded plat thereof, Stearns County, Minnesota.

EASEMENT VACATION DESCRIPTION

Vacating the drainage and utility easement as dedicated to ALBANY BUSINESS AND INDUSTRIAL PARK, according to the recorded plat thereof, Stearns County, Minnesota, bounded as follows:
 -On the north by a line measured 2.00 feet northerly of, as measured at a right angle to and parallel with the West line of Lot 4, Block 3, said ALBANY BUSINESS AND INDUSTRIAL PARK;
 -On the east by a line measured 10.00 feet westerly of, as measured at a right angle in and parallel with the easterly lines of Lots 4 and 5, Block 3, said ALBANY BUSINESS AND INDUSTRIAL PARK;
 -On the south by a line measured 2.00 feet southerly of, as measured at a right angle to and parallel with the West line of Lot 4, Block 3, said ALBANY BUSINESS AND INDUSTRIAL PARK;
 -On the west by a line measured 2.00 feet easterly of, as measured at a right angle to and parallel with the West line of east Lot 4 and 5



INDICATES EASEMENT PROPOSED TO BE VACATED

JOB NO. 2021-731
 FILE NAME: 2021-731vacation.DWG
RS TOOLING LLC
 EASEMENT VACATION SKETCH & DESCRIPTION PREPARED FOR
 LOCATION: 22-125-31

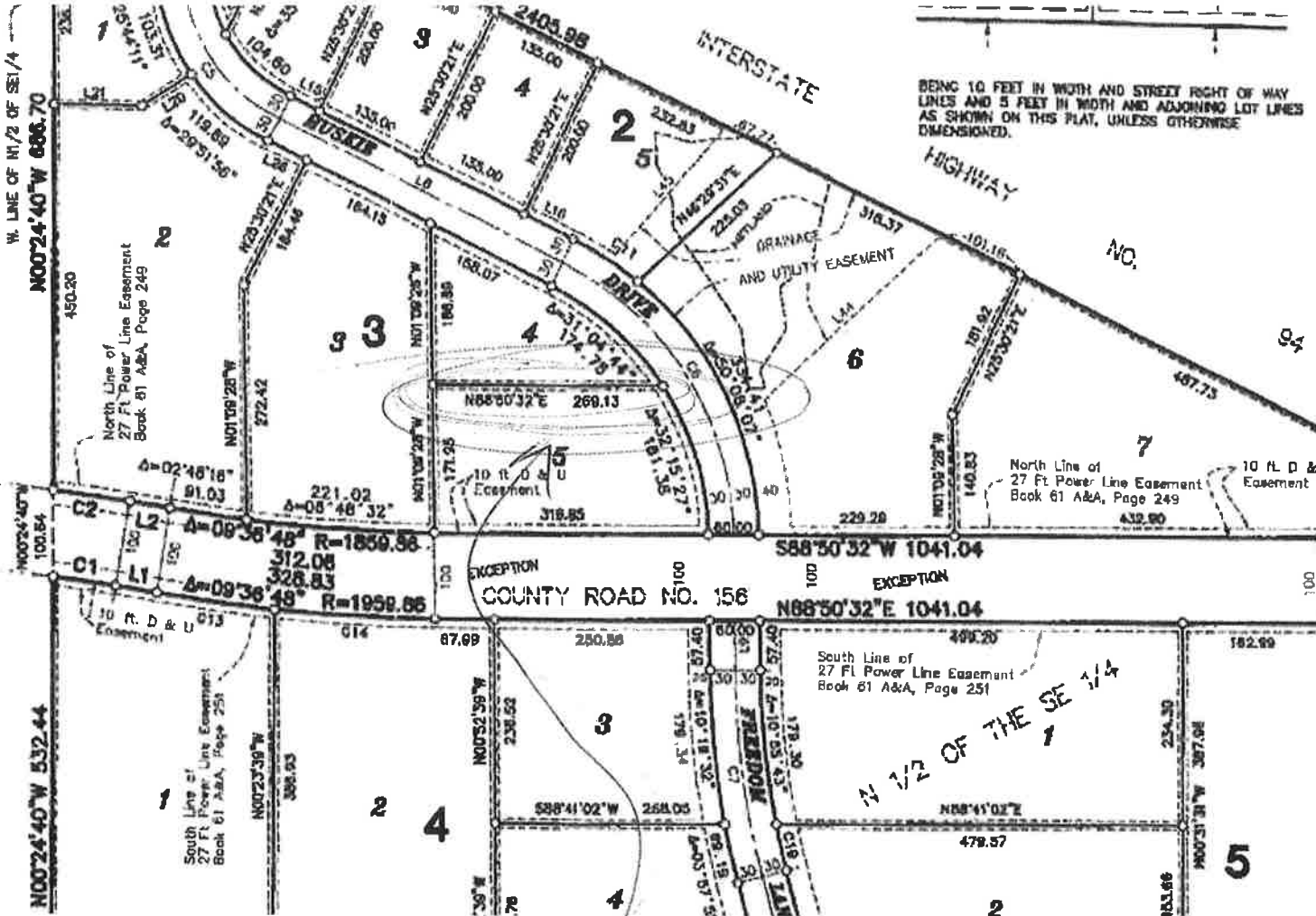
NOTE: THIS PLAN IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS ISSUED AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY. SIGNATURE IS NECESSARY.

EASEMENT VACATION SKETCH & DESCRIPTION PREPARED BY
O'ALLEY & KRON
 LAND SURVEYORS, INC.
 340 CHAPEL HILL RD.
 GOLD SPRING MN 56330
 PH 320-685-5905
 FAX 320-685-3056

LIBERTY CENTER THAT THIS SURVEY WAS CONDUCTED BY THE SURVEYOR AND THAT SAME SHALL BE SUBJECT TO THE SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA
 JENNIFER M. REIER DATE: 7-28-2022
 MINN-SURVEY REGISTRATION NO. 0811

SHEET 1 OF 1

BEING 10 FEET IN WIDTH AND STREET RIGHT OF WAY LINES AND 5 FEET IN WIDTH AND ADJOINING LOT LINES AS SHOWN ON THIS PLAT, UNLESS OTHERWISE DIMENSIONED.



VACATE

CITY OF ALBANY
2023 BUDGET - Sept. 7th

Estimated Income	2020	2021	2022	2023	Change
Income (LGA ,charges, etc.)	\$1,067,101	\$979,201	\$1,087,286	\$1,109,519	\$22,233
Property Tax	\$598,681	\$656,428	\$642,413	\$764,424	\$122,011
Total Income	\$1,665,782	\$1,635,629	\$1,729,699	\$1,873,943	\$144,244

Department Expenses	2020	2021	2022		Change
Administration	\$284,300	\$288,300	\$304,600	\$365,050	\$60,450
Council	\$16,000	\$16,000	\$18,000	\$18,000	\$0
Elections	\$8,500	\$4,000	\$14,500	\$4,000	(\$10,500)
Police	\$500,450	\$512,628	\$494,303	\$607,645	\$113,342
Fire	\$237,932	\$245,101	\$252,896	\$261,418	\$8,522
Streets	\$458,750	\$414,550	\$458,050	\$445,090	(\$12,960)
Park	\$108,050	\$98,750	\$138,250	\$122,840	(\$15,410)
Library	\$17,300	\$17,300	\$17,100	\$17,900	\$800
Misc.	\$34,500	\$39,000	\$32,000	\$32,000	\$0
Total Expenses	\$1,665,782	\$1,635,629	\$1,729,699	\$1,873,943	\$144,244
					8%

Debt Service Levy					
PIR Bonds	\$278,100	\$347,000	\$385,000	\$423,500	\$38,500
Total Debt Service	\$278,100	\$347,000	\$385,000	\$423,500	\$38,500
					10%

Tax Abatement Levy					
Wells Concrete	\$65,000	\$65,000	\$66,000	\$68,000	\$2,000
Total Tax Abatement	\$65,000	\$65,000	\$66,000	\$68,000	\$2,000
Total Levy	\$941,781	\$1,068,428	\$1,093,413	\$1,255,924	\$162,511

% Levy Increase 2023 > > > 14.86%

2022 Tax Capacity Rate: 43.35%
Proposed initial 2023 City Tax Capacity Rate: 42.97%

CITY OF ALBANY - 2023
ALBANY, MINNESOTA

Preliminary **09/07/22**

Y.T.D
 30-Jun

ADMINISTRATION	2021	2022	2022	2023	CHANGE
Full-time Employees regular	\$153,300	\$157,000	\$62,349	\$218,500	\$61,500
Employer Paid Health	\$24,000	\$24,000	\$7,102	\$22,000	(\$2,000)
Employer Paid H.S.A.	\$3,700	\$7,000	\$6,100	\$5,000	(\$2,000)
Workers Compensation	\$1,300	\$1,300	\$0	\$1,600	\$300
Office Supplies	\$4,500	\$14,500	\$1,005	\$9,000	(\$5,500)
Other Professional Services (IT)	\$1,500	\$0	\$0	\$7,500	\$7,500
Auditing and Acct'g Service	\$31,000	\$31,000	\$4,028	\$31,000	\$0
Engineering fees	\$1,500	\$1,500	\$322	\$1,500	\$0
Legal Fees	\$14,000	\$14,000	\$5,690	\$14,000	\$0
Assessor Fees	\$15,000	\$15,000	\$14,070	\$15,000	\$0
Planning Commission	\$1,000	\$1,000	\$0	\$1,000	\$0
Telephone	\$5,000	\$5,000	\$1,340	\$5,250	\$250
General Notices and Pub. Inf.	\$5,300	\$5,300	\$681	\$5,300	\$0
General Liability Insurance	\$5,000	\$5,000	\$0	\$5,000	\$0
Electric Utilities	\$3,700	\$3,500	\$345	\$3,700	\$200
Gas Utilities	\$1,000	\$1,000	\$115	\$1,200	\$200
Repairs/Maint Buildings	\$4,500	\$4,500	\$2,752	\$4,500	\$0
Repairs/Maint Machinery/Equip	\$1,000	\$2,000	\$228	\$2,000	\$0
Dues and Subscriptions	\$12,000	\$12,000	\$7,492	\$12,000	\$0
xxx	\$0	\$0	\$0	\$0	\$0
ADMINISTRATION TOTAL	\$288,300	\$304,600	\$113,619	\$365,050	\$60,450

19.85%

COUNCIL	2021	2022	2022	2023	CHANGE
Wages	\$16,000	\$18,000	\$0	\$18,000	\$0
COUNCIL TOTAL	\$16,000	\$18,000	\$0	\$18,000	\$0

ELECTIONS	2021	2022	2022	2023	CHANGE
Temporary employees	\$0	\$9,500	\$0	\$0	(\$9,500)
xxxx	\$0	\$0		\$0	\$0
Repairs/Maint Machinery/Equip	\$4,000	\$5,000	\$0	\$4,000	(\$1,000)
ELECTIONS TOTAL	\$4,000	\$14,500	\$0	\$4,000	(\$10,500)

POLICE DEPARTMENT	2021	2022	2022	2023	CHANGE
Full time employees regular	\$369,678	\$356,853	\$159,708	\$454,295	\$97,442
Health Insurance/HSA	\$45,000	\$39,000	\$22,784	\$52,650	\$13,650
Workers Compensation Ins.	\$13,000	\$14,000	\$0	\$14,000	\$0
Uniform Allowance	\$3,000	\$3,500	\$954	\$2,500	(\$1,000)
Office Supplies	\$4,000	\$4,000	\$2,407	\$4,000	\$0
Training and Instruction	\$10,000	\$6,000	\$2,920	\$5,000	(\$1,000)
Motor Fuels	\$8,000	\$8,500	\$3,772	\$8,500	\$0
Legal Fees (city attrny)	\$14,000	\$2,000	\$6,862	\$14,000	\$12,000
Telephone	\$3,500	\$3,500	\$1,862	\$3,500	\$0
General Liblity Insurance	\$6,500	\$8,000	\$0	\$8,000	\$0
Electric Utilities	\$2,200	\$2,200	\$259	\$2,200	\$0
Gas Utilities	\$1,000	\$1,000	\$80	\$1,000	\$0
Repairs/Maint. Buildings	\$4,000	\$3,000	\$1,132	\$3,000	\$0
Repairs/Maint. Machinery/Equip	\$6,000	\$10,000	\$20,801	\$20,000	\$10,000
Computer O/M	\$5,000	\$7,500	\$5,083	\$7,500	\$0
Dues and subscriptions (co. contract)	\$7,500	\$20,000	\$4,362	\$7,500	(\$12,500)
Animal Dog Misc.	\$250	\$250	\$0	\$0	(\$250)
Capital Outlay	\$10,000	\$5,000	\$0	\$0	(\$5,000)
POLICE TOTAL	\$512,628	\$494,303	\$232,986	\$607,645	\$113,342

22.93%

FIRE DEPARTMENT	2021	2022	2022	2023	CHANGE
Wages/trng/meetings	\$80,000	\$82,400	\$0	\$84,000	\$1,600
Training	\$6,700	\$6,700	\$5,390	\$6,700	\$0
workers compensation	\$10,500	\$12,000	\$0	\$12,000	\$0
Fire Pension Contribution	\$51,500	\$51,500	\$0	\$51,500	\$0
Supplies	\$2,900	\$2,900	\$1,064	\$2,900	\$0
Legal Fees	\$150	\$150	\$0	\$150	\$0
Telephone	\$2,300	\$2,300	\$610	\$2,300	\$0
Legal Notices Pub/dues/Subscription	\$3,500	\$3,500	\$533	\$3,500	\$0
General Liblity Insurance	\$10,000	\$10,000	\$0	\$11,000	\$1,000
Electric Utilities	\$3,100	\$3,100	\$2,219	\$3,100	\$0
Gas Utilities	\$2,600	\$2,600	\$493	\$2,600	\$0
Repairs/Maint Buildings	\$6,000	\$10,000	\$940	\$15,000	\$5,000
Repairs/Maint Machinery/Equip	\$31,000	\$30,000	\$17,447	\$30,000	\$0
Capital Outlay	\$29,851	\$30,746	\$0	\$31,668	\$922
Other Equip. DNR/New	\$5,000	\$5,000	\$0	\$5,000	\$0
FIRE TOTAL	\$245,101	\$252,896	\$28,696	\$261,418	\$8,522

3.37%

HWYS,STREETS, & ROADS	2021	2022	2022	2023	CHANGE
Full time employees regular	\$105,500	\$108,700	\$45,135	\$113,200	\$4,500
Health Insurance	\$18,000	\$18,000	\$4,052	\$18,000	\$0
Employer Paid H.S.A.	\$4,400	\$4,500	\$1,911	\$4,500	\$0
Workers Compensation	\$6,000	\$6,000	\$0	\$6,000	\$0
Office Supplies	\$1,800	\$1,300	\$415	\$1,300	\$0
Training/Instruction/dues/fees/clothing	\$4,800	\$6,000	\$3,823	\$6,000	\$0
Street Maintenance Materials	\$110,000	\$110,000	\$13,408	\$90,000	(\$20,000)
Engineering fees	\$8,000	\$8,000	\$8,412	\$8,000	\$0
Telephone	\$1,800	\$1,800	\$743	\$1,890	\$90
General Notices and Publication	\$250	\$250	\$0	\$250	\$0
General Liability Insurance	\$11,000	\$10,000	\$0	\$10,000	\$0
Electric Utilities	\$50,000	\$45,000	\$3,367	\$47,250	\$2,250
Gas Utilities	\$5,000	\$4,000	\$680	\$4,200	\$200
Repairs/Maint Buildings	\$3,000	\$4,500	\$774	\$4,500	\$0
Repairs/Maint Machinery/Equip	\$25,000	\$25,000	\$22,078	\$25,000	\$0
Machinery Rentals/Hire	\$5,000	\$5,000	\$41,332	\$5,000	\$0
snow removal	\$30,000	\$30,000	\$0	\$30,000	\$0
Capital Outlay	\$25,000	\$70,000	\$70,000	\$70,000	\$0
STREET TOTAL	\$414,550	\$458,050	\$216,130	\$445,090	(\$12,960)

-2.83%

PARK DEPARTMENT	2021	2022	2022	2023	CHANGE
Full time employees regular	\$42,400	\$39,500	\$14,450	\$44,000	\$4,500
Temporary employees regular (Board)	\$500	\$500	\$50	\$500	\$0
Health Insurance	\$5,500	\$5,500	\$465	\$6,500	\$1,000
Employer Paid H.S.A.	\$500	\$1,000	\$1,125	\$1,000	\$0
Workers Comp Insurance	\$2,000	\$1,500	\$0	\$1,500	\$0
Operating Supplies	\$6,000	\$3,500	\$340	\$3,675	\$175
Telephone	\$500	\$500	\$0	\$0	(\$500)
General Liability Insurance	\$6,600	\$6,500	\$0	\$6,500	\$0
Electric Utilities	\$2,800	\$2,800	\$305	\$2,940	\$140
Gas Utilities	\$500	\$500	\$47	\$525	\$25
Repairs/Maintenance Building	\$3,200	\$3,200	\$313	\$3,200	\$0
Repairs/Maint Machinery/Equip	\$15,750	\$55,750	\$18,956	\$30,000	(\$25,750)
Machinery Rentals/Hire	\$3,000	\$3,000	\$208	\$3,000	\$0
Summer Recreation	\$1,000	\$1,000	\$0	\$1,000	\$0
Capital OUTLAY Equipment	\$5,000	\$10,000	\$10,000	\$15,000	\$5,000
Dues/subscriptions/legal fees	\$3,500	\$3,500	\$2,273	\$3,500	\$0
PARK TOTAL	\$98,750	\$138,250	\$48,532	\$122,840	(\$15,410)

-11.15%

LIBRARY DEPARTMENT	2021	2022	2022	2023	CHANGE
General Liability Insurance	\$4,500	\$4,500	\$0	\$4,500	\$0
Electric Utilities	\$3,700	\$3,500	\$1,123	\$3,800	\$300
Gas Utilities	\$900	\$900	\$135	\$1,100	\$200
Repairs/Maint Buildings	\$8,200	\$8,200	\$3,412	\$8,500	\$300
LIBRARY TOTAL	\$17,300	\$17,100	\$4,670	\$17,900	\$800

4.68%

MISC	2020	2022	2022	2023	CHANGE
Building Official/state surcharge fees	\$35,000	\$30,000	\$27,420	\$30,000	\$0
xxxx	\$0	\$0	\$0	\$0	\$0
Emergency Management Dir./siren	\$4,000	\$2,000	\$1,337	\$2,000	\$0
MISC TOTAL	\$39,000	\$32,000	\$28,757	\$32,000	\$0

ESTIMATED INCOME	2021	2022	2022	2023	CHANGE
Licenses and Permits	\$12,000	\$12,000	\$9,384	\$12,000	\$0
Apartment License fee	\$1,400	\$1,400	\$1,452	\$1,400	\$0
Building Permits	\$40,000	\$30,000	\$24,904	\$30,000	\$0
Animal License	\$2,000	\$0	\$0	\$0	\$0
Fire Insurance Refurnd	\$1,500	\$1,500	\$0	\$1,500	\$0
Fire State Aid	\$26,000	\$29,000	\$0	\$29,000	\$0
Fire Protection Services, CIP	\$73,000	\$73,000	\$29,690	\$73,000	\$0
Fire Calls, Grants, Trng. Refund	\$25,000	\$30,000	\$54,461	\$30,000	\$0
Police Insurance Refund	\$0	\$0	\$0	\$0	\$0
Police TMZ,supply reim, other grants	\$0	\$0	\$0	\$3,500	\$3,500
Police SRO AHS fee & donations	\$30,000	\$40,000	\$32,900	\$35,000	(\$5,000)
Police state aid & trng refund	\$40,000	\$40,000	\$150	\$40,000	\$0
Police accident reports	\$1,500	\$750	\$25	\$1,000	\$250
Police Fines and Forfeits	\$25,000	\$12,000	\$4,055	\$16,000	\$4,000
Police surplus property	\$0	\$0	\$0	\$500	\$500
Local Government Aid	\$638,401	\$739,436	\$369,000	\$757,619	\$18,183
Snow Rem. HWY 238/gas refund	\$9,500	\$8,500	\$0	\$8,500	\$0
Zoning and Subdivision fees	\$3,500	\$3,500	\$1,007	\$3,500	\$0
Assessment Search Fees	\$800	\$1,200	\$675	\$1,200	\$0
Highways and Street Charge	\$1,500	\$7,000	\$525	\$7,000	\$0
Golf Fees (Cart License)	\$800	\$0	\$800	\$800	\$800
Park Fees	\$1,800	\$3,500	\$1,414	\$3,500	\$0
LMCIT Dividend/refund	\$5,000	\$4,000	\$0	\$4,000	\$0
Interest Earnings	\$9,000	\$15,000	\$0	\$15,000	\$0
Cable TV Revenues	\$30,000	\$32,000	\$0	\$32,000	\$0
Misc. revenue	\$1,500	\$3,500	\$0	\$3,500	\$0
SUB-TOTAL INCOME	\$979,201	\$1,087,286	\$530,442	\$1,109,519	\$22,233
PROPERTY TAX	\$656,428	\$642,413		\$764,424	\$122,011
TOTAL INCOME	\$1,635,629	\$1,729,699		\$1,873,943	\$144,244

ESTIMATED OUTLAY	2021	2022	2022	2023	CHANGE
Adminstration	\$288,300	\$304,600	\$113,619	\$365,050	\$60,450
Council	\$16,000	\$18,000	\$0	\$18,000	\$0
Elections	\$4,000	\$14,500	\$0	\$4,000	(\$10,500)
Police	\$512,628	\$494,303	\$232,986	\$607,645	\$113,342
Fire	\$245,101	\$252,896	\$28,696	\$261,418	\$8,522
HWYS, Streets & Roadway	\$414,550	\$458,050	\$216,130	\$445,090	(\$12,960)
Park	\$98,750	\$138,250	\$48,532	\$122,840	(\$15,410)
Library	\$17,300	\$17,100	\$4,670	\$17,900	\$800
Misc.	\$39,000	\$32,000	\$28,757	\$32,000	\$0
TOTAL ESTIMATED OUTLAY	\$1,635,629	\$1,729,699	\$673,390	\$1,873,943	\$144,244
		6%			8%

DEBT SERVICE	2021	2022	2023	CHANGE
GO & PIR BONDS as Per DDA	\$347,000	\$385,000	\$423,000	\$38,000
DEBT SERVICE TOTAL	\$347,000	\$385,000	\$423,000	\$38,000
				10%

TAX ABATEMENT	2021	2022	2023	CHANGE
	\$0	\$0	\$0	\$0
Wells Concrete	\$65,000	\$66,000	\$68,000	\$2,000
TAX ABATEMENT TOTAL	\$65,000	\$66,000	\$68,000	\$2,000
TOTAL LEVY	\$1,068,428	\$1,093,413	\$1,255,424	\$162,011

Proposed 2023
% inc.
14.82%

City of Albany, MN
Sewer Fund Analysis

	Inflation Rate on Salaries/Benefits: Inflation Rate on Operating Cost: Rate Increase																		
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Operating Revenues		ACTUAL	PROJECTED																
User Charges	488,386	448,023	481,491	481,491	500,751	520,781	541,612	563,276	585,807	609,240	633,609	659,954	685,312	712,724	741,233	770,893	801,718	833,787	870,000
Non-Operating Receipts	216,546	43,076	34,694	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000
Total Operating Revenue	704,932	491,699	516,185	518,491	537,751	557,781	578,612	600,276	622,807	646,240	670,609	695,954	722,312	749,724	778,233	807,893	838,718	870,787	907,000
Operating Expenses																			
Employee Payments	77,575	69,600	74,551	79,024	83,768	88,791	94,119	99,766	105,752	112,097	118,823	125,952	133,509	141,520	150,011	159,012	168,553	178,666	189,350
Supplier Payments	212,081	225,361	211,152	216,431	221,642	227,388	233,072	238,699	244,872	250,993	257,268	263,700	270,292	277,050	283,976	291,075	298,352	305,811	313,450
Total Operating Expenses	289,656	294,961	285,703	295,455	305,410	316,179	327,191	338,465	350,624	363,091	376,091	389,652	403,802	418,570	433,987	450,087	466,905	484,477	502,800
Operating Income	415,256	196,738	230,482	223,036	232,144	241,602	251,421	261,611	272,184	283,149	294,518	306,301	318,510	331,155	344,246	357,795	371,813	386,310	401,200
Interest Paid on Capital Debt	7,688	9,893	20,771	20,979	21,188	21,400	21,614	21,831	22,049	22,269	22,492	22,717	22,944	23,174	23,405	23,639	23,876	24,114	24,353
Purchase of Capital Assets	(13,610)	(10,767)	(7,819)	(4,764)	(1,605)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment on Capital Debt	(325,733)	(80,000)	(86,000)	(89,000)	(92,000)	(95,000)	(98,000)	(101,000)	(104,000)	(107,000)	(110,000)	(113,000)	(116,000)	(119,000)	(122,000)	(125,000)	(128,000)	(131,000)	(134,000)
Advance to other Funds	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
Interest Income on Note Receivable	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314
Collection of Note Receivable	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314	12,314
Receipts (Payments) on Advance to (from) Other Funds	25,000	25,000	25,000	25,250	25,503	25,758	26,015	26,275	26,538	26,803	27,071	27,342	27,616	27,892	28,171	28,452	28,737	29,024	29,314
Transfers to PIR Fund for Construction Projects	(80,884)	(72,427)	(75,000)	(75,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)	(109,000)
Net Increase in Cash	43,742	136,562	203,481	34,265	(106,165)	(311,240)	189,950	(49,263)	(79,239)	39,222	44,082	248,369	19,070	272,220	285,822	299,887	274,426	329,448	344,448
Cash Beginning of Year	1,405,952	1,449,694	1,596,256	1,789,717	1,823,982	1,627,817	1,316,576	1,506,626	1,465,343	1,108,114	1,218,336	1,262,417	1,508,778	1,527,848	1,600,067	2,095,889	2,395,776	2,660,202	2,988,650
Cash End of Year	1,449,694	1,596,256	1,789,717	1,823,982	1,627,817	1,316,576	1,506,626	1,465,343	1,108,114	1,218,336	1,262,417	1,508,778	1,527,848	1,600,067	2,095,889	2,395,776	2,660,202	2,988,650	3,333,098
Sewer Rate/1,000 gallons				3.22	3.35	3.48	3.62	3.77	3.92	4.07	4.24	4.41	4.58	4.77	4.96	5.16	5.36	5.58	5.82
Sewer Flat Charge/monthly				7.17	7.46	7.76	8.07	8.39	8.72	9.07	9.44	9.81	10.21	10.61	11.04	11.46	11.94	12.42	12.92

City of Albany, NY
Water Fund Analysis

Inflation Rate on Salaries/Benefits: 6%
Inflation Rate on Operating Cost: 2.5%

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Operating Revenues	660,534	622,638	744,012	744,012	773,772	804,723	836,912	870,389	905,204	941,413	979,069	1,018,232	1,058,981	1,101,320	1,145,372	1,191,167	1,239,835	1,288,938
User Charges	61,785	26,473	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527	12,527
Meter Charges																		
Non-Operating Receipts	722,319	849,111	796,539	816,539	846,288	877,250	908,439	942,916	977,731	1,013,940	1,051,556	1,090,709	1,131,488	1,173,847	1,217,898	1,263,714	1,311,362	1,360,015
Total Operating Revenue	1,382,853	1,471,749	1,540,551	1,560,551	1,620,060	1,681,973	1,745,351	1,813,305	1,882,935	1,955,353	2,030,625	2,108,941	2,189,969	2,273,167	2,359,270	2,448,481	2,540,800	2,636,953
Operating Expenses	75,950	68,735	88,217	93,510	99,121	105,068	111,372	118,054	125,138	132,646	140,604	149,041	157,963	167,462	177,510	188,161	199,450	211,417
Employee Payments	144,922	149,336	157,582	161,522	165,560	169,699	173,941	178,280	182,747	187,315	191,998	196,798	201,718	206,761	211,930	217,229	222,659	228,226
Supplier Payments																		
Total Operating Expenses	146,872	158,071	166,799	175,022	184,681	194,767	205,313	216,334	227,885	239,961	252,502	265,532	279,081	293,143	307,820	323,040	338,909	355,643
Operating Income	1,235,981	1,313,678	1,373,754	1,387,039	1,430,379	1,486,905	1,539,038	1,597,031	1,657,797	1,722,392	1,787,923	1,863,400	1,940,988	2,029,406	2,131,760	2,265,341	2,401,931	2,581,310
Investment Income	8,527	6,771	23,418	23,652	23,868	24,128	24,369	24,613	24,859	25,107	25,358	25,612	25,869	26,127	26,388	26,652	26,918	27,188
Interest Paid on Capital Debt	(43,803)	(38,888)	(33,475)	(28,163)	(22,753)	(17,226)	(11,801)	(6,376)	(9,858)	(13,340)	(16,822)	(20,304)	(23,786)	(27,268)	(30,750)	(34,232)	(37,714)	(41,196)
Purchase of Capital Assets	(28,078)	(18,083)	(379,433)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Payment on Capital Debt	(261,000)	(286,000)	(271,000)	(276,000)	(282,000)	(287,000)	(293,000)	(298,874)	(304,749)	(310,624)	(316,500)	(322,375)	(328,250)	(334,125)	(340,000)	(345,875)	(351,750)	(357,625)
Receipts (Payments) on Advances to (from) Other Funds			25,000	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)
Replacement Fund for Water Meters																		
Transfers to PIR Fund for Construction Projects	(50,710)	(66,429)	(74,086)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
Net Increase in Cash	(48,617)	65,611	(196,816)	45,597	40,755	147,596	38,694	(63,547)	(485,294)	(309,666)	(534,357)	(560,532)	(587,151)	(613,750)	(640,349)	(666,948)	(693,547)	(720,146)
Cash Beginning of Year	586,620	548,003	613,614	414,799	460,795	501,650	548,635	597,252	634,292	658,888	688,073	716,893	744,920	771,787	799,823	828,459	858,325	889,252
Cash End of Year	340,003	613,614	414,799	460,795	501,650	548,635	597,252	634,292	658,888	688,073	716,893	744,920	771,787	799,823	828,459	858,325	889,252	920,178
Water Rate/1,000 gallons	3.99	4.15	4.32	4.49	4.67	4.85	5.05	5.25	5.46	5.68	5.91	6.14	6.39	6.64	6.91	7.18	7.46	7.74
Water Access/month:	17.22	17.91	18.63	19.37	20.14	20.95	21.79	22.66	23.57	24.51	25.48	26.51	27.57	28.67	29.82	31.00	32.22	33.48
Meter Charge/yr Month:	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Number of Water Meters:	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Percent Growth for Meters:	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

**City of Albany Water and Wastewater Capital Improvements
2019 - 2030 (updated July 2021)**

Item No.	Water System Improvement	Year	Estimated Amount	Comments
1	Water Meter Replacement	2020	\$ 405,000	All meters replaced. (DONE)
2	WTP Computer and SCADA Software Replacement	2023	\$ 15,000	New in 2016. Potential for loss of data if the computer fails, Recommend computer and software replacement every 7 - 10.
3	SCADA Radio and PLC Replacement	2022	\$ 38,000	New in 2007. Recommend replacement every 10-15 years. (DONE 2020)
4	WTP Chlorine Feed System Replacement	2025	\$ 20,000	New in 2006. Replace every 10 to 15 years. New systems are estimated at \$45,000, we used \$20,000 to give credit for some salvage.
5	WTP Fluoride Feed System Replacement	2021	\$ 10,000	New in 2006. Replace every 10 to 15 years. New systems are estimated at \$45,000, we used \$10,000 to give credit for some salvage.
6	WTP Sodium Silicate Feed System Replacement	2025	\$ 10,000	New in 2006. Replace every 10 to 15 years. New systems are estimated at \$45,000, we used \$10,000 to give credit for some salvage.
7	WTP Potassium Permanganate Feed System Replacement	2025	\$ 45,000	New in 2006. Replace every 10 to 15 years.
8	Water Systems Improvements	2021	\$ 120,000	Lake Avenue Reconstruction (Project #2 on the Street and Utility CIP). (DONE)
9	Water Tower Repainting	2021 2028	230,000 800,000	Towers should be repainted every 15 - 20 years. 2016 KLM report indicated the exterior and interior were in good condition structurally.
10	Potable Well Rehabilitation	2022	\$ 60,000	Should be done every 10-15 years. Work includes pulling and inspecting pumps and well conditioning with acid if needed.
11	Water Systems Improvements	2023	\$ 135,000	Church Avenue Reconstruction (Project #3 on the Street and Utility CIP). (DONE)
12	WTP Filter Media Replacement	2024	\$ 115,200	Installed 2006. Media should be replaced every 15 - 20 years. Water quality is the best indicator of media condition. Currently water quality is excellent.
13	WTP Transducers Replacement (12 each)	2024	\$20,000	New in 2006. Plan on replacement at just before 20 year point. There was discussion about using Radar in the future. (2020 \$ of 9 DONE)
14	WTP Building Caulking	2024	\$ 7,500	To maintain water-resistant building envelope.
15	WTP Generator Replacement	2025	\$ 160,000	Genset installed in 2006. Not reliable and needs replacement as soon as possible.
16	Water Systems Improvements	2025 2021	\$ 160,000	8th Street, Forest Avenue, and Lake Avenue Reconstruction (Project #4 on the Street and Utility CIP). DONE
17	WTP High Service Pump Rehabilitation	2026	\$ 60,000	New in 2006. Rehabilitation anticipated by 20 years of age.
18	WTP Blower Replacement	2026	\$ 15,000	New in 2006. Replacement anticipated by 20 years of age.
19	WTP Pneumatic Valve Actuator Replacement (21 each)	2026	\$ 60,000	New in 2006. Replacement anticipated by 20 years of age.
20	WTP Variable Frequency Drive Replacement	2026	\$ 45,000	New in 2006. Replacement anticipated by 20 years of age.
21	Water Systems Improvements	2027	\$ 240,000	Forest Avenue Reconstruction (Project #5 on the Street and Utility CIP).
22	Water Systems Improvements	2030 2022	\$ 160,000	Midland Avenue Reconstruction (Project #6 on the Street and Utility CIP).
	Water Subtotal		\$ 1,900,700	

**City of Albany Water and Wastewater Capital Improvements
2019 - 2030**

Item No.	Wastewater System Improvement	Year	Estimated Amount	Comments
1	SCADA Radio and PLC Replacement	2020	\$ 30,000	New in 2007. Recommend replacement every 7 - 10 years.
2	Sanitary Sewer System Improvements	2021	\$ 75,000	Lake Avenue Reconstruction (Project #2 on the Street and Utility CIP).
3	Pond Diffuser Membrane Replacement	2022 2025	\$ 20,000	New in 2014. Life of 5 - 10 years. (DONE 2020)
4	Sanitary Sewer System Improvements	2025 2021	\$ 95,000	8th Street, Forest Avenue, and Lake Avenue Reconstruction (Project #4 on the Street and Utility CIP). DONE
5	Golf View Lift Station Rehabilitation	2025 2021-2022	\$ 200,000	Complete lift station rehabilitation. Includes new pumps, control panel, and pipe. Convert from 120V 1-phase to 480V 3-phase.
6	Sanitary Sewer System Improvements	2027	\$ 200,000	Forest Avenue Reconstruction (Project #5 on the Street and Utility CIP).
7	Pond Diffusers and HDPE Aeration Pipe Replacement	2028	\$ 200,000	New in 2003. Replacement after 25 years of use.
8	Truck-Mounted Jetter	2030	\$ 250,000	Used vehicle may be feasible.
9	Pond Dredging of Biosolids and Land Application	2030 2026-2027	\$ 500,000	Most of Cell no. 1 dredged in 2001.
10	Sanitary Sewer System Improvements	2030 2022	\$ 175,000	Midland Avenue Reconstruction (Project #6 on the Street and Utility CIP).
	Wastewater Subtotal		\$ 1,745,000	
	Water & Wastewater Total		\$ 3,645,700	

City of Albany
 Available Cash
 Years Ended 2020-2017

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
General	\$ 1,363,791	\$ 1,303,686	\$ 1,257,698	\$ 1,031,806
EDA	4,411	67,295	112,389	142,754
Debt Service	2,731,508	2,567,842	2,534,388	2,756,753
Capital Projects	399,239	244,910	(3,415)	-
Water	414,798	613,614	548,003	596,620
Sewer	1,789,717	1,586,256	1,449,694	1,405,952
Golf Course	<u>94,506</u>	<u>76,114</u>	<u>42,349</u>	<u>30,900</u>
	6,797,970	6,459,717	5,941,106	5,964,785
Less: Res. for EDA	(4,411)	(67,295)	(112,389)	(142,754)
Less: Res. for Debt	(2,731,508)	(2,567,842)	(2,534,388)	(2,756,753)
Less: Res. for Cap. Proj.	<u>(399,239)</u>	<u>(244,910)</u>	<u>3,415</u>	<u>-</u>
Available Cash	<u>\$ 3,662,812</u>	<u>\$ 3,579,670</u>	<u>\$ 3,297,744</u>	<u>\$ 3,065,278</u>

account Name: EQUIPMENT CAPITAL FUND
 Account #: zzz67

Money Market

	INTEREST	DEPOSIT	DEBIT	BALANCE
1/1/2022 BEGINNING BALANCE				\$613,957.85
1/31/2022 Interest	\$208.58			\$614,166.43
2/28/2022 Interest	\$188.46			\$614,354.89
3/31/2022 Interest	\$208.71			\$614,563.60
4/30/2022 Interest	\$202.05			\$614,765.65
5/31/2022 Interest	\$208.85			\$614,974.50
6/30/2022 Interest	\$202.18			\$615,176.68
7/31/2022 Interest	\$208.99			\$615,385.67
8/31/2022 Interest	\$287.46			\$615,673.13
9/30/2022 Interest				\$615,673.13
10/31/2022 Interest				\$615,673.13
11/30/2022 Interest				\$615,673.13
12/31/2022 Interest				\$615,673.13
GRAND TOTALS:	\$1,715.28	\$0.00	\$0.00	\$615,673.13

account Name: STORM SEWER CIP
 Account #: zzz98

Money Market

	INTEREST	DEPOSIT	DEBIT	BALANCE
1/1/2022 BEGINNING BALANCE				\$54,163.62
1/3/2022 Transfer from Gen. Fund		\$22,416.46		\$76,580.08
1/31/2022 Interest	\$15.95			\$76,596.03
2/28/2022 Interest	\$14.69			\$76,610.72
3/31/2022 Interest	\$16.27			\$76,626.99
4/30/2022 Interest	\$15.75			\$76,642.74
5/31/2022 Interest	\$16.27			\$76,659.01
6/30/2022 Interest	\$15.75			\$76,674.76
7/31/2022 Interest	\$16.28			\$76,691.04
8/31/2022 Interest	\$22.80			\$76,713.84
9/30/2022				\$0.00
10/31/2022				\$0.00
11/30/2022				\$0.00
12/31/2022				\$0.00
GRAND TOTALS:	\$133.76	\$0.00	\$0.00	\$0.00

CITY OF



320-845-4244
P. O. Box 370
Albany, Minnesota 56307

EMPLOYEE BENEFITS
Mn Public Employees Insurance Program (PEIP)

Health Insurance and other misc. benefits

- Health Insurance Monthly Premium
 - 2022 Family \$1,416 and Single \$533
 - 2023 premiums estimated to increase 5 to 7%
 - Estimate: Family \$1,500 and Single \$565
- 2022 Plan Selection option annual deductible:
 - Single: \$1,500 to \$4,000
 - Family: \$2,800 to \$6,400 per family member and/or \$3,000 to \$8,000 per family
- City pays up to \$750 and 50% thereafter per month health insurance
- 2023 Estimated cost to employees with family coverage is \$500/mo.
- Life, Short term disability (26 weeks), and Dental insurance
- Health Savings Account (HSA): City contribution to employee \$75/month single and \$150/month family (City pays \$3/month fee for single/family)
- VEBA post-retirement benefit
- **2023 Recommendation**
 - 6% hourly wage increase
 - \$850 and 50% thereafter per month city contribution for health insurance

XTONA

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made as of August 29, 2022 (the “Effective Date”), by and between Alpenglow Technologies, LLC d/b/a Xtona, a Minnesota limited liability company with its principal place of business at 6687 Mulberry Circle East, Chanhassen, MN 55317 (“Xtona”) and City of Albany, a *Minnesota* Municipality with its principal place of business at *400 Railroad Ave, Albany, MN 56307* (“Customer”).

WHEREAS, Xtona provides information technology management services, and Customer desires that Xtona provide such services to Customer under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the Parties as follows:

1. SERVICES. Subject to the terms and conditions of this Agreement, Xtona will provide Customer with the services described in the Attachments to this Agreement, which services may be individually and collectively referred to under this Agreement as the “Services”. If any provisions of this Agreement and any Attachment cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provisions contained in the Attachment shall prevail.

2. SUPPLEMENTAL WORK ORDERS.

2.1 At any time, the Parties may mutually agree to supplement or modify the Services to be provided by Xtona, as well as the corresponding price and payments to be made by Customer, by entering into a Work Order substantially in the form attached hereto as Exhibit A, signed by both Parties. Any such Work Order shall be subject to all the terms and conditions of this Agreement, unless specifically provided for otherwise in the Work Order.

3. PRICE AND PAYMENT.

3.1 Customer will pay Xtona the fees for Services (“Service Fees”) set forth in each of the Attachments. Payment shall be due within 15 days of an invoice from Xtona. Customer will also reimburse Xtona for all reasonable out-of-pocket expenses incurred in connection with the Services, provided that Xtona shall obtain prior written Customer approval of such expenses.

3.2 Customer is responsible for all taxes assessed against Xtona’s provision of Services, if any, excluding taxes based on Xtona’s income. Customer will pay or reimburse Xtona for such taxes unless Customer provides Xtona with appropriate documentation that it qualifies for a full or partial exemption.

3.3 Overdue payments will bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law.

3.4 If any of Customer's payment obligations are overdue and Customer does not pay such sums within seven (7) business days of Xtona's written demand for payment Xtona may, upon written notice to Customer, cease performance of its obligations hereunder until Customer remits such payment in full, and immediately terminate this Agreement. The foregoing will be in addition to any other remedies available to Xtona.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will take effect as of the Effective Date and continue in force for 12 months. At the end of the 12 months, the Agreement will auto renew.

4.2 Termination. This Agreement may be terminated in accordance with the following provisions: (i) Either Party may terminate this Agreement by giving notice in writing to the other Party should an event of Force Majeure, which extends to the performance by one of the Parties hereto of all, or substantially all, of such Party's obligations under this Agreement occur; (ii) Either Party may terminate this Agreement by giving notice in writing to the other Party in the event the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof from the first; and (iii) Either Party may terminate this Agreement or an Attachment to this Agreement in accordance with the specific provisions set forth in an Attachment, if any. In the event of any of the above conditions that would permit a Party to terminate this Agreement, said Party may, in its sole discretion, elect to terminate only the Attachment(s) applicable to the affected Service(s).

4.3 In the event of the termination of this Agreement or any Attachment, for any reason: (i) Within thirty (30) days after the date of Xtona's invoice therefore, Customer will remit to Xtona all amounts then due and payable as a result of the completion or partial completion of any Services affected by the termination; (ii) Subject to any surviving right to use such Confidential Information, each Party will promptly return all Confidential Information of the other Party then in its possession, or destroy that Confidential Information and certify the destruction to the other Party.

4.4 In the event of the termination or non-renewal of this Agreement for any reason, the provisions of Sections 5, 6, 7, and 8 and 9 of this Agreement will remain in effect in accordance with their terms.

5. WARRANTY AND LIMITATION OF LIABILITY.

5.1 Xtona warrants that, the Services will be consistent with industry standards for similar services and that Xtona will work diligently to provide all Services in a timely manner so as to minimize disruption in Services provided by Customer to its end user customers.

5.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1 ABOVE, ALL SERVICES ARE PROVIDED "AS IS", AND XTONA HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES AND ANY RESULTING

DELIVERABLES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR FREEDOM FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

5.3 IN NO EVENT WILL EITHER PARTY'S LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES AND ANY RESULTING DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY, INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

5.4 XTONA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES OR ANY RESULTING DELIVERABLES UNDER THIS AGREEMENT, OTHER THAN ANY SUCH LOSS OR DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF XTONA.

5.5 WITH THE EXCEPTION OF THIRD PARTY CLAIMS, INDEMNIFICATION CLAIMS OR CLAIMS COVERED UNDER XTONA'S CYBER LIABILITY POLICY, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE AMOUNT REMITTED TO XTONA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD ENDING AS OF THE DATE SUCH LIABILITY ACCRUES.

6. CONFIDENTIALITY.

6.1 A Party receiving Confidential Information will restrict the use of the Confidential Information to only those persons who have a need for it in connection with the provision of Services necessary for the performance of the receiving Party's obligations under, or enforcement of, this Agreement and will be used by those persons only for such purposes, and, during the term of this Agreement and thereafter, will safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. A Party may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies. Except as provided in Section 6 of this Agreement, no license, right, or covenant, express or implied, is granted or transferred to the receiving Party by disclosure of the Confidential Information. As used in this Agreement, "Confidential Information" means the Xtona Software and Documentation, any and all Customer Proprietary Network Information as that term is defined under the Telecommunications Act of 1996, as amended, and the rules and regulations of the Federal Communications Commission, as well as any information that is: (i) disclosed by either Party in any tangible form and clearly labeled or marked as confidential, proprietary or its equivalent; (ii) disclosed by either Party orally or visually, and designated confidential, proprietary or its equivalent at the time of its disclosure and reduced to writing and clearly marked or labeled as confidential, proprietary or its equivalent within thirty (30) days of disclosure; or (iii) disclosed by either Party, or to which either Party has access, that the

recipient knows or should reasonably be expected to know is confidential to the other Party. Confidential Information regardless of form will be deemed the property of the disclosing Party.

6.2 Neither Party will be obligated to maintain any information in confidence or refrain from use if: (i) the information was in the receiving Party's possession or was known to it prior to its receipt from the disclosing Party without obligation of nondisclosure, (ii) the information is independently developed by the receiving Party without the utilization of Confidential Information of the disclosing Party, (iii) the information is or becomes public knowledge without fault of the receiving Party, (iv) the information is or becomes available on an unrestricted basis to the receiving Party from a source other than the disclosing Party, or (v) the information becomes available on an unrestricted basis to a third party from the disclosing Party or from someone acting under its control.

6.3 If a receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek appropriate relief from all or part of such requirement. The receiving Party will use commercially reasonable efforts to cooperate with the disclosing Party in attempting to obtain any protective relief which such disclosing Party chooses to obtain.

6.4 Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party or its representatives and that the disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

7. FORCE MAJEURE.

7.1 Upon giving notice to the other Party, a Party affected by an event of Force Majeure will be released without any liability on its part from the performance of its obligations hereunder, except for the obligation to pay any amounts then due and owing, to the extent its performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition, not existing as of the Effective Date of this Agreement hereof and not reasonably within the control of either Party, which prevents in whole or in material part, the performance by one of the Parties of its obligations hereunder. During the period that the performance by one of the Parties of its obligations hereunder has been suspended by reason of an event of Force Majeure, the other Party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

8. MISCELLANEOUS PROVISIONS.

8.1 Customer Materials. Customer will provide Xtona access to the Customer Materials, which means the equipment, software, data and other materials necessary for Xtona to perform its obligations under this Agreement, and any other assistance reasonably requested and as may be described in an Attachment to this Agreement, at the times and in the manner described therein.

8.2 Independent Contractors. Disclaimer of Agency. The Parties to this Agreement are independent contractors. This Agreement does not make either Party the employee, agent or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. In fulfilling its obligations under this Agreement, each Party will be acting as an independent contractor.

8.3 Notices. Any notice required or permitted to be given under this Agreement must be given by personal delivery, overnight courier service or United States first class registered or certified mail, postage prepaid, or email (provided the notice is also timely sent by overnight courier service) addressed to the individual signatories to this Agreement at the respective addresses of the parties as first written above. Notices so given will be effective upon the earlier to occur of (i) actual receipt by the Party to which notice is given, (ii) if sent by overnight courier, the next business day after delivery to the courier, (iii) if sent by first class mail, the fifth (5th) business day following the date such notice is postmarked, whichever occurs first, or (iv) if sent by email, if the notice is sent on a business day and before 5PM in the time zone where it is received, on the date the email was sent or if notice is sent on a non-business day or if notice is sent after 5 PM in the time zone where it is received, the next business day after the email was sent.

8.4 Entire Agreement. This Agreement together with the Attachments and Work Orders (if any) (i) constitutes the entire agreement between the parties with respect to the subject matter hereof, (ii) supersedes any and all other agreements between the parties related thereto, as well as all proposals, oral or written, and all negotiations, conversations or discussions between the parties related to this Agreement, (iii) may not be altered, amended or otherwise modified without the written agreement signed by the parties hereto, and (iv) may be executed in two or more counterparts, each of which will be deemed an original hereof. No product or service specifications, or terms and conditions that are additional or contrary to the terms of this Agreement, whether contained in any purchase order or other communication from Customer or any third party, will be construed as, or constitute a waiver of these terms and conditions, or acceptance of any such additional terms, conditions or specifications. Xtona and Customer hereby reject and object to such additional or contrary terms, conditions or specifications.

8.5 Waiver. No failure by either Party to take any action or assert any right hereunder will be deemed to be a waiver of such right.

8.6 Severability. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement and this Agreement will continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language which reflects the intent of the parties as closely as possible. If after a reasonable

period of time replacement language cannot be agreed upon, either Party may terminate this Agreement upon thirty (30) days written notice to other Party.

8.7 Governing Law. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Minnesota, excluding its conflicts of law provisions. Venue for any court actions related to this Agreement shall be the District Court for Stearns County, Minnesota.

8.8 No Solicitation. Without Xtona’s prior written consent, Customer will not, for a period of twelve (12) calendar months immediately following termination of this Agreement, or any extension thereof, for any reason, either directly or indirectly solicit for hire, or attempt to solicit for hire, any of Xtona’s employees or subcontractors, either for itself or for any other person or entity; provided that nothing herein will prohibit Customer’s participation in general recruiting activities and nothing herein will prohibit Customer from hiring a Xtona employee it does not solicit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ALPENGLow TECHNOLOGIES, INC
D/B/A Xtona

City of Albany

By DocuSigned by:
kelvin Daniels
274F98B765FF4C4

By DocuSigned by:
Tom Schneider
3EDE35E6B739420

Name kelvin Daniels

Name Tom Schneider

Title Director of Sales

Title adm

Date 8/31/2022

Date 8/31/2022



Managed IT Service Proposal for City of Albany

Attachment A **Created** 8-24-22 **Quote Expires** 9-24-22

TYPES OF SUPPORT	XTONA ESSENTIALS	XTONA DESK	XTONA CONTINUITY	XTONA SECURE
Co-managed Solutions				
Network Monitoring		X		
Firewall Monitoring		X		
Mobile Devices Assist		X		
Patch Management Desktop and Server		X		
Continuity Management		X		
QBR and Annual Planning		X		
IT Continuity Plan		X		
Proactive Hardware Management		X		
Anti-Virus		X		
Anti-Spam/Email Filtering		X		
Helpdesk Support		X		
Virtual Chief Information Officer		X		
Solutions Advisor		X		
Third Party IT Vendor Support		X		
Disaster Recovery			X	
Cloud Storage			X	
Business Continuity			X	
Cloud Continuity			X	
*Microsoft 365 Continuity			X	
Google Suite Continuity				
Enhanced Cybersecurity Solutions				X
Next Gen Anti-Virus				X
Dark Web Monitoring				X
*Anti-Spam/Email Filtering				X
*Advanced Email Security				X
Advanced Scanning Solutions				X

Xtona services support will be available during normal business hours Monday thru Friday 8AM to 5PM excluding holidays. Emergency after hours is included with the Xtona Desk agreement.



Contract Agreement Terms (pursuant to the Master Services Agreement)

Xtona Essentials Xtona Desk Xtona Continuity Xtona Sccure

Supported Devices	<u>12</u>	Servers	<u>4</u>	Sites	<u>1</u>
Primary Contact	<u>Tom Schneider</u>	Contact Phone	<u>320-845-4244</u>		
Contact Email	<u>tschneider@ci.albany.mn.us</u>				
Current Email	<u>Hosted</u>	New Email Platform	<u>365</u>	Qty	<u>TBD</u>
Current A/V	<u>S1</u>	New A/V	<u>S1</u>	Qty	<u>16</u>
Current Anti-Spam	<u>N/A</u>	New Anti-Spam	<u>*ProofPoint</u>	Qty	<u>15</u>
Email Suite Continuity	<u>*DropSuite</u>	Advanced Email Sec	<u>*Iron Scales</u>	Qty	<u>15</u>
		Advanced Scanning	<u>AU</u>	Qty	<u>5</u>
Current BC / DR	<u>Shadowprotect</u>	New BC/DR	<u>Datto S5-2TB</u>		

Pricing Structure

Item	One Time Cost	Monthly Cost	Yearly Cost	Qty	Notes
Xtona Desk		\$750.00			
Xtona Secure/*Partial		\$147.00			
Datto	\$1,320.00	\$366.00			
Onboarding	\$1,400.00				
Totals	\$2,720.00	\$1,263.00			

Any tasks, incidents, or projects performed outside of this scope will be billed at \$125/hr and will be approved with the customer prior to execution. Any items that require on-site work will be billed at \$125/hr plus expenses, if applicable. Increases in per-month-per-user seat licenses will be trued up as those quantities are increased.

This attachment will auto-renew annually unless written notice is given at least 60 days prior to the end of the term to sales@xtona.com. All terms pursuant to the Master Service Agreement. The initial term will commence on the date of execution of this Attachment unless otherwise agreed upon.

Alpenglow Technologies, LLC d/b/a XTONA

Company City of Albany

Name Kelvin Daniels

Customer Tom Schneider

Title Director of Sales

Title adm

Signature

DocuSigned by
Kelvin Daniels

Signature

DocuSigned by
Tom Schneider

Date 8/31/2022

Date 8/31/2022



Appendix A

Supplemental Software

Software Item	Monthly Cost/ea	Total Cost	Qty	Notes
365 Business Standard	\$12.50			
365 Exchange Only	\$4.80			
365 GCC PD Only	\$22.00			
Totals				

Supplemental Hardware is fulfilled by 3rd party purchases, unless otherwise noted. The prices listed above are subject to change, based on offerings from 3rd party vendors and are not guaranteed to be the purchase price when executed. 3rd party ship times and availability are solely determined by the 3rd party.

Any products listed above are agreed to be purchased as part of the planned order placed in the above form. Pricing above does not include applicable taxes and may be subject to additional shipping fees, etc.

License fees detailed above will be invoiced monthly by Xtona and may be subject to vendor price changes.

General Notes and Comments

Email Project to be migrated from Hosted to O-365 estimated 12 hours or \$1,500.00.

*After the 365 project is completed we would look to add the following products to your monthly offering. **Proofpoint \$52.50/mo Iron Scales \$67.50/mo 365 continuity \$45.00/mo for a total of \$165.00/mo to complete the Xtona Secure offering.**

After the onboarding is complete we will complete an IT road map to discuss the server project as well the future IT projects and best practices recommendations.

Albany Mutual Telephone will be the local resource for IT hardware and cabling projects as well as if Xtona needs to have onsite support resources. These projects will be direct billed from AMT for onsite and project services to the City of Albany.