



# City of Albertville Council Agenda

Tuesday, February 20, 2024

City Council Chambers

7 pm

**PUBLIC COMMENTS** -The City of Albertville welcomes and encourages public input on issues listed on the agenda or of general community interest. Citizens wishing to address the Council regarding specific agenda items, other than public hearings, are invited to do so under Public Forum and are asked to fill out a "Request to Speak Card". Presentations are limited to five (5) minutes.

**1. Call to Order**

**2. Pledge of Allegiance – Roll Call**

Pages

**3. Recognitions – Presentations - Introductions**

**4. Public Forum – (time reserved 5 minutes)**

**5. Amendments to the Agenda**

**6. Consent Agenda**

All items under the Consent Agenda are considered to be routine by the City staff and will be enacted by one motion. In the event an item is pulled, it will be discussed in the order listed on the Consent Agenda following the approval of the remaining Consent items. Items pulled will be approved by a separate motion.

- A. Approve the February 5, 2024, regular City Council Meeting minutes as presented. 3-7
- B. Authorize the Tuesday, February 20, 2024, payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request. 8
- C. Adopt Resolution No. 2024-08 accepting a donation from the Albertville Lions in the amount of \$1,750 for Fire Prevention materials for the Albertville Fire Departments. 9-10
- D. Reduce Letter of Credit No. 757, held as security for Particle Control to no less than \$7,200, conditioned on any outstanding balances owed to the City being paid in full. 11
- E. Adopt Resolution No. 2024-09 for 2024 Grant Application for Outdoor Recreation Grant Program. 12
- F. Approve Payment Application No. 10 to Gridor Construction in the amount of \$238,975 for Wastewater System Improvements.

**7. Public Hearing**

**A. Public Hearing – Medart Inc. Tax Increment Financing Request**

13-43

- Mayor to open the public hearing
- Motion to close the public hearing

*(Motion to adopt Resolution No. 2024-10 establishing Tax Increment Financing District No. 21 within Development District No. 1 (the "TIF District") and adopting the tax increment financing plan therefor; authorizing the terms of an interfund loan; authorizing the execution of a development agreement; and approving a business subsidy agreement.)*

**8. Wright County Sheriff's Office – Updates, reports, etc.**

**9. Department Business**

- A. **City Council**
  - 1. **Committee Updates** (*STMA Arena, Planning, JPWB, Parks, Fire Board, FYCC, etc.*)
  
- B. **Building**
  - 1. **2023 Year-End Building Permit Review** 44-45
  
- C. **City Clerk – None**
  
- D. **Finance – None**
  
- E. **Fire**
  - 1. **Albertville Fire Department Presentation – Year in Review** 46-78
  
- F. **Planning and Zoning**
  - 1. **Approve Albertville Zoning Amendment for Hot Tub Fences** 79-82  
*(Motion to adopt Ordinance No. 2024-01 amending Section 1000.5.E.2e of the Albertville Municipal City Code relating to Hot Tub Fences.)*
  
- G. **Public Works/Engineering**
  - 1. **Approve Purchase of Two Generators and Automatic Transfer Switch** 83-86  
*(Motion to approve purchase of two Generators Model C70N6 and Model C45N6 and an Automatic Transfer Switch from Cummins Inc, Des Moines Iowa for \$122,250.)*
  
  - 2. **Approve Purchase of New Caterpillar Portable Generator** 87-92  
*(Motion to approve purchase of a Caterpillar Model XQ125BM Generator complete with Trailer, Enclosure, and assorted Power Cords from Ziegler Power Systems for \$137,650.)*
  
- H. **Legal – None**
  
- I. **Administration**
  - 1. **Municipal Consent for I-94 Gap Project** 93-97  
*(Motion to adopt Resolution No. 2024-11 for layout approval for State Project 8680-189 for Interstate Highway 94.)*
  
  - 2. **City Administrator’s Update** 98-99
  
- 10. **Announcements and/or Upcoming Meetings**
  - February 26      Joint Power Water Board, 6 pm  
                         Parks Committee, 7 pm
  - March 4            City Council, 7 pm
  - March 5            Presidential Nomination Primary Election Day, 7 am to 8 pm
  - March 11          STMA Arena Board, 7 pm
  - March 12          Planning Commission, 7 pm
  - March 18          City Council, 7 pm
  
- 11. **Adjournment**



## ALBERTVILLE CITY COUNCIL

### DRAFT REGULAR MEETING MINUTES

February 5, 2024 – 7 pm  
Council Chambers  
Albertville City Hall

#### 1. Call to Order

Mayor Hendrickson called the meeting to order at 7 pm.

#### 2. Pledge of Allegiance – Roll Call

**Present:** Mayor Hendrickson, Councilmembers Cocking, Hayden, Olson and Zagorski.

**Staff Present:** City Administrator Nafstad, City Attorney Couri, Fire Chief Bullen and City Clerk Luedke.

#### 3. Recognitions – Presentations – Introductions

##### A. Albertville Royalty

The current 2023-2024 Royalty Court introduced themselves and listed some of their favorite activities they participated in over the last year. The City Council thanked the Albertville Royal Court for their service to the Albertville Community.

##### B. 2023 Albertville Fire Department Annual Awards

Fire Chief Bullen recognized the following Albertville Firefighters for their years of service: Deputy Fire Chief Gammell, Firefighters Groves, Holzerland, Ose and Severson (5 years), Firefighters Dording and Trainor (10 years), Captain Minette (15 years) and Captains Asleson and Eull (20 years).

Chief Bullen said the department averaged 22 volunteer hours per member with Firefighter Follett completing the most at 79.5 hours. Firefighter Follett also received the Top Caller Award and the 2023 Paul Heinen Above and Beyond Award. Chief Bullen reported for the first time ever he was awarding a 2023 Hat Trick award to Firefighter Follett for responding to the most calls, having the most volunteer hours and being the recipient of the Paul Heinen Above and Beyond Award.

The City Council thanked the Albertville Fire Department for their service to the Community

#### 4. Public Forum

Senator Lucero provided a brief description of the items that passed at the last session and a preview for the upcoming legislation to be discussed which would include the language for School Resource Officers, homeowner association activities and artificial intelligence technology. He answered questions from Council.

House Representative Hudson said this session, bonding would be a principal issue and he added he has been collaborating with cities to gather bonding requests which for the City of Albertville could include retiring the wastewater treatment ponds. He answered questions from Council

The Council thanked Senator Lucero and House Representative Hudson for attending the Council meeting and providing a preview of the upcoming legislative session.

## 5. Amendments to the Agenda

There were no amendments to the agenda.

**MOTION** made by Councilmember Olson, seconded by Councilmember Cocking to approve the February 5, 2024, agenda as submitted. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

## 6. Consent Agenda

All items under the Consent Agenda are considered to be routine by the City staff and will be enacted by one motion. In the event an item is pulled, it will be discussed in the order listed on the Consent Agenda following the approval of the remaining Consent items. Items pulled will be approved by a separate motion.

- A. Approve the January 16, 2024, regular City Council Meeting minutes as presented.
- B. Authorize the Monday, February 5, 2024, payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request.
- C. Adopt **Resolution No. 2024-06** approve an off-site lawful gambling permit for STMA Youth Hockey Association at St. Albert Parish Center located at 11458 57<sup>th</sup> Street NE on February 23, 2024.
- D. Approve an On-Sale Temporary Liquor License for STMA Youth Hockey Association at St. Albert Parish Center located at 11458 57<sup>th</sup> Street NE on February 23, 2024.
- E. Adopt Resolution No. 2024-07 approving a new lawful Gambling Premise Permit for Knights of Columbus #4174 at The Hen and The Hog located at 5262 Kyler Avenue.
- F. Approve a THC License application for Neighbor's Bar & Grill located at 5772 Main Avenue through December 31, 2024.
- G. Accept Accounts Receivable Report.
- H. 4<sup>th</sup> Quarter Budget to Actual Report.

**MOTION** made by Councilmember Cocking, seconded by Councilmember Zagorski to approve the February 5, 2024, consent agenda as submitted. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

## 7. Public Hearing – None

## 8. Wright County Sheriff's Office – Updates, reports, etc.

The Wright County Sheriff's deputy who was present reviewed the incidents that occurred in the City of Albertville within the past few weeks.

## 9. Department Business

### A. City Council

#### 1. Committee Updates (*STMA Ice Arena, Planning, JPWB, Parks, Fire Board, FYCC, etc.*)

Councilmember Olson provided an update from the Joint Power Water Board meeting which included a discussion on options for a future water storage. He answered questions from the other Councilmembers. Councilmember Olson also provided an update for the Parks Committee meeting in which the Committee discussed their preferred vendor for the Central Park playground equipment.

City Administrator Nafstad reported the City would be submitting a grant application to the DNR to be used for the purchase of the new playground equipment for Central Park.

**B. Building – None**

**C. City Clerk**

**1. Set Joint Governance Meeting 2024**

City Clerk Luedke reported the STMA School District reached out to set their 2024-2025 calendar with the Joint Governance meeting dates. The dates being recommended were Monday, April 29, 2024, and March 31, 2025, which are the 5<sup>th</sup> Mondays of the month.

**MOTION** made by Councilmember Olson, seconded by Councilmember Zagorski to set a Joint Governance Meeting with the City of St. Michael and STMA School Board for Monday, April 29, 2024, at 6 pm at the City of Albertville and March 31, 2025, at St. Michael City Hall. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

**D. Finance**

**1. Approve Purchase of Meraki Firewall**

City Administrator Nafstad presented the staff report and reported on the City’s need to replace the firewall because the current one was coming to the end of its life and would no longer be supported.

**MOTION** made by Councilmember Cocking, seconded by Councilmember Hayden to authorize staff to purchase Meraki Firewalls, 5-year license and installation assistance not to exceed \$12,000. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

**E. Fire – None**

**F. Planning and Zoning – None**

**G. Public Works/Engineering – None**

**H. Legal – None**

**I. Administration**

**1. Albertville City Hall Terrazzo Restoration**

City Administrator Nafstad presented the staff report and reported the terrazzo floors in the City Hall main lobby had not been re-finished in years. He said the City received two quotes with the low quote being submitted by Advanced Terrazzo & Tile and answered questions from Council.

**MOTION** made by Councilmember Cocking, seconded by Councilmember Hayden to accept low quote for Albertville City Hall Terrazzo Floor Restoration submitted by Advanced Terrazzo & Tile Co. Inc., in amount not to exceed \$6,500. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

**2. Towne Lake 4<sup>th</sup> and 6<sup>th</sup> Addition Rental Discussion**

City Administrator Nafstad presented the staff report and said City staff was looking for Council’s feedback. He provided background information on the Towne Lakes townhomes and said when the development agreement were approved, it required the townhome units be owner-occupied.

Administrator Nafstad reported the City recently received requests from the owners to be able to rent their units. He answered questions from Council and stated he asked Attorney Couri to research the legalities behind the restriction and the development agreements.

City Attorney Couri reported he researched whether a municipality could restrict property owners from renting their townhomes to see if it violated the Federal Fair Housing Act. He said after researching the question, he did not believe the City was in violation of the act. Attorney Couri reported his recollection of the provision was because the townhomes were located in a single family home neighborhood that the Council at the time desired the townhomes to be maintained in a comparable way as the homes. He answered questions from Council.

There was Council discussion regarding whether townhomes within Town Lakes 4<sup>th</sup> and 6<sup>th</sup> Addition should be rentals and the consensus was to keep the townhomes as owner occupied and not make any amendments to the development agreements.

### **3. Municipal Consent for I-94 Gap Project Discussion**

City Administrator Nafstad provided an update on the I-9 Gap Project's Memorandum of Understanding (MOU) and said since the last Council meeting, the City had several conversations with MnDOT regarding the City's concerns on the project. He explained the background information on the interchange studies and the approval process for the City's concerns regarding the CD Road. He reported he did not believe MnDOT could add the CD Road to the Gap Project because it would need to be studied and ultimately approved by the FHWA. He reported he believed MnDOT was reviewing the option of widening the bridge during the Gap project and he answered question from Council.

There was Council discussion regarding I-94 Gap project, their concerns with not having the CD Road built and the bridge not being widened at the time of the Gap project. Nafstad said he expected a revised response from MnDOT in the form of a letter from the Commissioner, to be presented at a future meeting.

### **4. City Administrator's Update**

City Administrator Nafstad reviewed the City Administrator's update. The Council discussed possible projects that the City could request bonding for which included a water trunk main extension or water treatment ponds decommissioning.

City Attorney Couri answered questions from Council regarding the City's ability to create municipal cannabis store.

### **Announcements and/or Upcoming Meetings**

February 12	STMA Arena Board, 6 pm
February 13	Planning Commission, 7 pm
February 19	City Hall closed in observance of President's Day
February 20	City Council, 7 pm (Tuesday)
February 26	Joint Power Water Board, 6 pm Parks Committee, 7 pm
March 4	City Council, 7 pm
March 5	Presidential Nomination Primary Election, 7 am to 8 pm

**10. Adjournment**

**MOTION** made by Councilmember Cocking, second by Councilmember Zagorski to adjourn the meeting at 8:25 pm. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

Respectfully submitted,

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Kristine A. Luedke, City Clerk

February 20, 2024

**SUBJECT: CONSENT – FINANCE – PAYMENT OF BILLS**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following:

**MOTION TO:** Authorize the Tuesday, February 20, 2024, payment of the claims as presented except the bills specifically pulled, which are passed by separate motion. The claims listing has been provided to Council as a separate document. The claims listing is available for public viewing at City Hall upon request.

**BACKGROUND:** The City processes claims on a semi-monthly basis. The bills are approved through their respective departments and administration and passed onto the City Council for approval.

**KEY ISSUES:**

- **Account codes starting with 810 are STMA Arena Expenses/Vendors (bolded) and key issues will be presented in the claims listing document.**

**POLICY/PRACTICES CONSIDERATIONS:** It is the City's policy to review and approve payables on a semi-monthly basis.

**FINANCIAL CONSIDERATIONS:** City staff has reviewed and recommends approval of payments presented.

**LEGAL CONSIDERATIONS:** The Mayor and Council have the authority to approve all bills pursuant to Minnesota State Law, which requires all bills to be paid in a timely manner, generally within 30 days unless one party determines to dispute the billing.

**Responsible Person:** Tina Lannes, Finance Director

**Submitted through:** Adam Nafstad, City Administrator-PWD

**Attachment:**

- List of Claims (under separate cover)



February 20, 2024

**SUBJECT: CONSENT – CLERK – ALBERTVILLE LIONS DONATION FOR FIRE PREVENTION MATERIALS**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following:

**MOTION TO:** adopt Resolution No. 2024-08 accepting a donation from the Albertville Lions in the amount of \$1,750 for Fire Prevention materials for the Albertville Fire Departments.

**BACKGROUND:** The Albertville Lions would like to donate \$1,750 to the Albertville Fire Department to be used for fire prevention materials. The materials would be purchased from The National Fire Safety Council which is the largest distributor of comprehensive fire and burn prevention and life safety material in the United States.

**KEY ISSUES:**

- The Albertville Lions has generously offered to donate \$1,750 to be used by the Albertville Fire Department for fire prevention materials.
- The City is authorized to accept contributions per Minnesota Statute 465.03 for the benefit of its citizens.

**FINANCIAL CONSIDERATIONS:** There is no budget impact on the City.

**LEGAL CONSIDERATIONS:** The Mayor and Council are required by Minnesota State Statute to acknowledge and accept all donations by Resolution.

**Responsible Person:** Kris Luedke, City Clerk

**Submitted through:** Adam Nafstad, City Administrator-PWD

**Attachment:**

- Resolution No. 2024-08

**CITY OF ALBERTVILLE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**RESOLUTION NO. 2024-08**

**RESOLUTION ACCEPTING A DONATION FROM THE  
ALBERTVILLE LIONS FOR FIRE PREVENTION MATERIALS FOR THE  
ALBERTVILLE FIRE DEPARTMENT**

**WHEREAS**, the City of Albertville is authorized to accept contributions of real and personal people pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

**WHEREAS**, the City of Albertville has received a donation in the amount of \$1,750 from the Albertville Lions for the Albertville Fire Department; and

**WHEREAS**, the City Council would like to thank the Albertville Lions and commend them for their support of the Albertville Fire Department.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Albertville, Minnesota, that the donation be accepted and acknowledged with gratitude.

**BE IT FURTHER RESOLVED**, that said funds shall be used for the purchase of fire prevention materials for the Albertville Fire Department.

**Adopted by the City Council of the City of Albertville this 20<sup>th</sup> day of February 2024.**

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Jillian Hendrickson, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

February 20, 2024

**SUBJECT: CONSENT – ADMINISTRATION – PARTICLE CONTROL – LETTER OF CREDIT REDUCTION NO. 1**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider approval of the following motion:

**MOTION TO:** Reduce Letter of Credit No. 757, held as security for Particle Control to no less than \$7,200, conditioned on any outstanding balances owed to the City being paid in full.

**BACKGROUND:** The Developer has requested a reduction to the Letter of Credit held for the Particle Control expansion project. The Letter of Credit is held as performance and warranty security for the site improvements and is currently in the amount of \$65,200.

Assuming the developer is current with all fees owed to the City and based on work completed to date, it is recommended that Letter of Credit No. 757 be reduced to no less than \$7,200. The reduced balance is consistent with the development agreement and is believed to be sufficient to ensure all requirements are full filled.

**KEY ISSUES:**

- The LOC will be eligible for further reduction upon completion of landscaping and site restoration.

**POLICY CONSIDERATIONS:** It is City policy to have all Letter of Credit reductions approved by the City Council.

**FINANCIAL CONSIDERATIONS:** There are no financial implications for this request.

**LEGAL CONSIDERATIONS:** The City has the legal authority under the development agreement to reduce the Letter of Credit upon completion of the required improvements or deny requests for reduction if the required improvements are found unacceptable.

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**On File:**

- LOC Reduction History

**CITY OF ALBERTVILLE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**RESOLUTION NO. 2024-09**

**2024 GRANT APPLICATION FOR OUTDOOR GRANT PROGRAM**

**BE IT RESOLVED** that the City of Albertville act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on 20<sup>th</sup> day of February, 2024, and that Adam Nafstad is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Albertville.

**BE IT FURTHER RESOLVED** that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

**BE IT FURTHER RESOLVED** that the City of Albertville has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

**BE IT FURTHER RESOLVED** that the City of Albertville has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

**BE IT FURTHER RESOLVED** that the City of Albertville has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

**BE IT FURTHER RESOLVED** that, upon approval of its application by the State, The City of Albertville may enter into an agreement with the State for the above-referenced project, and that the City of Albertville certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

**NOW, THEREFORE BE IT RESOLVED** that the City Administrator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

**Adopted by the City Council of the City of Albertville this 20<sup>th</sup> day of February 2024.**

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Jillian Hendrickson, Mayor

ATTEST:

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Kristine A. Luedke, City Clerk

February 20, 2024

**SUBJECT: PUBLIC HEARING – MEDART INC. TAX INCREMENT FINANCING REQUEST**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following:

**MOTION TO:** Adopt Resolution No. 2024-10 establishing Tax Increment Financing District No. 21 within Development District No. 1 (the “TIF District”) and adopting the tax increment financing plan therefor; authorizing the terms of an interfund loan; authorizing the execution of a development agreement; and approving a business subsidy agreement.

**BACKGROUND:** Medart Inc. is proposing to construct an approximately 100,000 s.f. warehouse and distribution facility on a property in the northwest corner of the City on the Corner of Karmen Avenue and 67<sup>th</sup> street. The facility will include warehouse and office space.

Medart has agreed to create 35 new jobs at an average hourly wage of \$19.50, pursuant to the terms in the development agreement.

Medart, Inc has requested Tax Increment Financing (“TIF”) assistance from the City. Based on the information provided by Medart Inc regarding the proposed building, it is estimated that if established, the TIF will generate approximately \$992,036 in tax increment that can be returned to the Developer to help defray development costs.

The proposed TIF would capture the additional tax revenue that the new development would generate (including the City’s, School District’s, and County’s portion of taxes generated by the development) over a 9-year period.

At the end of the 9-year period, the three governmental entities would resume collecting their regular tax revenues from the property, including the revenues generated by the proposed improvements, for as long as the improvements remain on the property.

The interfund loan resolution is required to allow the City to advance the administrative costs to pay for the establishment of the TIF district from other funds and then reimburse these other funds for these advanced costs once the tax increments begin to come in 2026 and beyond.

**KEY ISSUES:**

- The TIF District to be established would be an “economic development” district with a maximum duration of 9 years.
- The City would collect tax increment from the new taxable market value that would be created from the development within the TIF District. State property taxes and school referendum taxes are not captured as tax increment, pursuant to state law.

- Annual tax increment to be generated from the TIF District is estimated to be approximately \$155,000 annually, based on a total taxable market value of \$8.85 million after completion of the development within the district.
- Per terms in the development agreement, the City would agree to issue the developer a TIF revenue (pay-go) note to reimburse the developer for up to \$992,036 of land acquisition costs, payable over a maximum term of 9 years, with 5.0% simple interest.
- The TIF revenue note shall be payable semi-annually from 90% of the tax increment derived from the property within the TIF District. The note is not a general obligation of the city. The note is payable solely from available tax increment.
- Developer will agree to create 35 new jobs at average hourly wage of \$19.50, pursuant to terms in the development agreement.
- Construction of the Project shall commence no later than April 15, 2024 and barring any delays, shall be substantially completed by December 31, 2024.

**POLICY/PRACTICES CONSIDERATIONS:** The City has established a number of TIF districts in the past to aid in the development of manufacturing facilities in the City.

**FINANCIAL CONSIDERATIONS:** The City would provide approximately \$992,036, plus interest, in tax increment to Medart Inc. over the life of the TIF. The City would retain approximately 10% of the TIF revenue generated by the TIF for administrative costs. During the life of the TIF the City, School District and County would still collect the same amount of taxes from the property that they currently are collecting but would not collect the additional revenue generated by the proposed development until the TIF expires after nine years.

**LEGAL CONSIDERATIONS:** After holding the public hearing on this matter, the City has the legal authority to establish the TIF, provided it makes the findings set out in the attached resolution establishing the TIF district.

**Responsible Person:** Tina Lannes, Finance Director

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attachments:**

- Resolution No. 2024-10
- Development Agreement

**EXTRACT OF MINUTES OF MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF ALBERTVILLE, MINNESOTA**

**HELD: FEBRUARY 20, 2024**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Albertville, Wright County, Minnesota, was duly held at the City Hall on February 20, 2024 at 7 p.m. for the purpose, in part, of holding a public hearing on the proposed establishment of Tax Increment Financing District No. 21 within Municipal Development District No. 1, the proposed adoption of the Tax Increment Financing Plan relating thereto, and proposed granting of a business subsidy.

The following Council members were present:

and the following were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**CITY OF ALBERTVILLE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**RESOLUTION NO. 2024-10**

**RESOLUTION ESTABLISHING TAX INCREMENT FINANCING DISTRICT  
NO. 21 WITHIN DEVELOPMENT DISTRICT NO. 1 AND ADOPTING THE TAX  
INCREMENT FINANCING PLAN THEREFOR; AUTHORIZING THE TERMS OF AN  
INTERFUND LOAN; AUTHORIZING THE EXECUTION OF A DEVELOPMENT  
AGREEMENT; AND APPROVING A BUSINESS SUBSIDY AGREEMENT**

A. **WHEREAS**, It has been proposed that the City of Albertville, Minnesota (the "City"): (1) establish Tax Increment Financing District No. 21 (the "TIF District") within Development District No.1 (the "Development District"); (2) approve and adopt the proposed Tax Increment Financing Plan therefor; (3) authorize the terms of an interfund loan related thereto; (4) authorize the execution of a development agreement; and (5) approve a business subsidy, all pursuant to and under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and

B. **WHEREAS**, the City Council has investigated the facts and has caused to be prepared a proposed tax increment financing plan for the TIF District therein (the "TIF Plan"); and

C. **WHEREAS**, the City has performed all actions required by law to be performed prior to the approval of the establishment of the TIF District therein, and the adoption of the TIF Plan therefor, including, but not limited to, notification of Wright County and Independent School District No. 885 having taxing jurisdiction over the property to be included in the TIF District, and the holding of a public hearing upon published and mailed notice as required by law; and

D. **WHEREAS**, Medart, Inc. (the “Developer”) has requested the City assist with the financing of certain costs incurred in connection with the construction of an approximately 100,000 square foot warehouse and distribution facility to be located in the TIF District (the “Project”); and

E. **WHEREAS**, the Developer and the City have determined to enter into a Development Agreement providing for the City's financial assistance for the Project (the "Development Agreement"); and

F. **WHEREAS**, the financial assistance provided under the Development Agreement is a business subsidy (the "Business Subsidy") pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act").

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Albertville as follows:

1. Development District. The City is not modifying the boundaries of the Development District.
2. Tax Increment Financing District No. 21. There is hereby established in the City within the Development District, Tax Increment Financing District No. 21, an economic development tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.
3. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District, and the City Council makes the following findings:
  - (a) The TIF District is an economic development district as defined in Minnesota Statutes, Section 469.174, Subd. 12, the specific basis for such determination is set forth in Section 2.03.3 of the TIF Plan.
  - (b) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons for such determination are set forth in Section 2.02.5 of the TIF Plan.
  - (c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Section 2.02.5 and Exhibit I of TIF Plan.
  - (d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are set forth in Section 2.02.2 of the TIF Plan.



(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are set forth in Section 2.02.5 of the TIF Plan.

4. Public Purpose. The adoption of the TIF Plan for the TIF District within the Development District conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Auditor of Wright County is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Administrator is further authorized and directed to file a copy of the TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

7. Administration. The administration of the Development District is assigned to the City Administrator who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate.

8. Interfund Loan. The City has determined to pay for certain costs (the "Qualified Costs") identified in the TIF Plan consisting of certain administrative expenses, which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City hereby authorizes the advance of up to \$146,364 from the City's General Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 5.00% and will not fluctuate.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by Wright County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

9. Development Agreement and Business Subsidy.

(a) The Council hereby approves the Development Agreement in substantially the form submitted and the granting of the Business Subsidy as described in the Development Agreement, and the Mayor and the City Administrator are hereby authorized and directed to execute the Development Agreement on behalf of the Council.

(b) The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

**Adopted by the City Council of the City of Albertville this 20<sup>th</sup> day of February 2024.**

\_\_\_\_\_  
Jillian Hendrickson, Mayor

ATTEST:

\_\_\_\_\_  
Adam Nafstad, City Administrator

STATE OF MINNESOTA  
COUNTY OF WRIGHT  
CITY OF ALBERTVILLE

I, the undersigned, being the duly qualified and acting Administrator of the City of Albertville, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a resolution establishing TIF District No. 21 within Development District No. 1 and Adopting the TIF Plan therefor; authorizing the terms of an Interfund Loan; authorizing the execution of a Development Agreement; and approving a Business Subsidy Agreement.

WITNESS my hand as such Administrator of the City Council of the City of Albertville, Minnesota this 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
City Administrator

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF ALBERTVILLE, MINNESOTA

AND

MEDART, INC.

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP  
2200 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 20th day of February, 2024, by and between the City of Albertville, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Medart, Inc., a Missouri corporation (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Municipal Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing (Economic Development) District No. 21 (Medart) (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to finance certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement;

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy means the term as defined by Minnesota Statutes, Section 116J.993, Subdivision 3;

Business Subsidy Law means Minnesota Statutes, Section 116J.993 through 116J.995;

City means the City of Albertville, Minnesota;

County means Wright County, Minnesota;

Developer means Medart, Inc., a Missouri corporation, its successors and assigns;

Development District means Municipal Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Note Payment Date means August 1, 2026, and each February 1 and August 1 thereafter to and including February 1, 2035; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of an approximately 100,000 square foot warehouse and distribution facility located on the Development Property, by the Developer;

State means the State of Minnesota;



Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing (Economic Development) District No. 21 (Medart) located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, and qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on February 20, 2024, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2035, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Medart, Inc. Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays; and

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is an "economic development district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City agrees, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Missouri corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles, bylaws, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, Tax Increment Financing Plan, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all

applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer shall cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer shall cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than April 15, 2024 and barring Unavoidable Delays, shall be substantially completed by December 31, 2024.

(9) The Developer acknowledges that the Tax Increments projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property as provided in Article III.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property. The parties agree that the acquisition of the Development Property is essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the Project shall be paid by the Developer. The City shall reimburse the Developer for \$992,036 of the cost of acquisition of the Development Property actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse the Developer as described in Section 3.1 for the Reimbursement Amount through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (A) completed the construction of the Project and (B) submitted a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 5.00% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement, and (B) this Agreement shall not have been terminated or rescinded pursuant to Section 4.2.

(7) TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Business Subsidies.

(1) In order to satisfy the Business Subsidy Law, the Developer acknowledges and agrees that: (A) the amount of the Business Subsidy granted to the Developer by the City under this Agreement is \$992,036, which is the Reimbursement Amount and (B) the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to preserve and increase the tax base and create job growth in the City, and encourage the construction of a warehouse and distribution facility in the City. The Developer agrees that it will meet the following goals (the "Goals") in connection with the development of the Development Property. It will create at least thirty-five (35) full time jobs at an hourly wage and benefits totaling of at least \$19.50 per hour within two years from the "Benefit Date", which is the earlier of the date the Developer completes or occupies the Project.

(2) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the City, \$992,036, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part by the Developer, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is thirty-five (35) (i.e. number of jobs set forth in the Goals).

(3) The Developer agrees to (A) report its progress on achieving the Goals to the City until the later of the date the Goals are met or ten (10) years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (B) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Law on forms developed by the Minnesota Department of Employment and Economic Development, and (C) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of each year for the previous year, commencing March 1, 2026, and within 30 days after the deadline for meeting the Goals. The City and the Authority agree that if reports are not received by the City, the City will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the Benefit Date.

(5) There are no other state or local government agencies providing financial assistance for the Project other than the City.

(6) There is no parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date; and

(4) It will not seek a reduction in the market value as determined by the Wright County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:



(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this

indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a warehouse and distribution facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Medart, Inc.  
Attention: J. Michael Medart  
124 Manufacturers Drive  
Arnold, MO 63010

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Albertville, Minnesota  
Attention: City Administrator  
Albertville City Hall  
5959 Main Avenue  
Albertville, MN 55301

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall terminate on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 5.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF ALBERTVILLE, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

This is a signature page to the Development Agreement by and between the City of Albertville and Medart, Inc.

MEDART, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

This is a signature page to the Development Agreement by and between the City of Albertville and Medart, Inc.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Albertville, Wright County, Minnesota with the following description:

EXHIBIT B  
FORM OF TIF NOTE

No. R-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF WRIGHT  
CITY OF ALBERTVILLE

TAX INCREMENT REVENUE NOTE  
(MEDART, INC. PROJECT)

The City of Albertville, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Medart, Inc. (the "Developer"), or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$992,036 as provided in that certain Development Agreement, dated as of February 20, 2024, as the same may be amended from time to time (the "TIF Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of five percent (5.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2035, or, if the first should not be a Business Day (as defined in the TIF Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District Tax Increment Financing (Economic Development) District No. 21 (Medart) (the "Tax Increment District") within its Municipal Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note



shall terminate and be of no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Albertville, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Albertville, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued on and dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

**DO NOT EXECUTE UNTIL A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION IS GIVEN TO THE CITY - REFER TO SECTION 3.3(1).**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on \_\_\_\_\_, 20\_\_, was on said date registered in the name of Medart, Inc., and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNERS</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
Medart, Inc. Attention: J. Michael Medart 124 Manufacturers Drive <u>Arnold, MO 63010</u>	_____, 20__	_____
_____ _____ _____	_____, 20__	_____
_____ _____ _____	_____, 20__	_____
_____ _____ _____	_____, 20__	_____

February 20, 2024

**SUBJECT: BUILDING DEPARTMENT – 2023 YEAR-END REPORT**

**Permit Activity:** Attached is the 2023 Permit Activity Summary, which tabulates the total permit activity for 2023 and 2022. A total of 642 permits were issued in 2023. The total valuation of this work is approximately \$27,245,418 and associated permit fees paid is approximately \$260,537 (building permit and plan review fees only). Included in 2023, there were 3 new single-family permits, 2 new commercial permits, and 23 commercial addition/remodel permits. The 2023 Permit Log is on file and available at City Hall.

Permit Summary Comparison	2020	2021	2022	2023
Total Permits	696	837	863	642
New Homes (single family)	36	51	74	3
Multi Family	0	0	8	0
New Commercial	2	2	5	2
Commercial Addition/Remodel	11	18	22	23
Total Valuation	\$21.22M	\$42.88M	\$71.88M	\$27.24M

**Rental Inspections:** Rental licensing and inspections are ongoing. In 2023, the City licensed 245 rental properties. In 2023, approximately 102 rental inspections were completed.

Rental Summary Comparison	2020	2021	2022	2023
Licensed Rental Properties (Res.)	167	155	164	245
Rental Inspections	0	0	0	102

\*Apartment buildings count as 1 inspection

**Responsible Person:** Kevin Benshoof, Maeghan Becker/Building Department

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attachment:**

- 2023 Permit Activity Summary

# 2023 Building Year End

2023	Single Family	MultiFamily	Additions/Remodels	Deck/Porch	Fireplace	Finish Basement	NEW Commercial/Institutional	Commercial Addition/Remodel	Commercial Sign	Sign, Temporary	Siding/Reroof	Mechanical/Plumbing/Gas	Garage/Shed	Pool	Right of Way	Other	Total	Value of Single/Multi Family	Value of New Commercial/Institutional	Value Comm. Remodel/Tenant Finish	Total Valuation (all permits)
January	0	0	2	1	5	0	0	0	0	0	4	25	0	0	3	2	42	\$ -	\$ -	\$ -	\$ 560,055.00
February	0	0	3	0	0	1	0	3	1	0	1	10	0	0	1	0	20	\$ -	\$ -	\$ 450,500.00	\$ 727,730.00
March	0	0	0	0	0	0	0	2	3	1	16	18	0	1	4	4	49	\$ -	\$ -	\$ 44,000.00	\$ 755,453.00
April	0	0	0	3	2	2	0	3	2	1	7	24	0	0	5	11	60	\$ -	\$ -	\$ 1,771,142.00	\$ 2,430,843.00
May	0	0	2	1	2	0	1	2	3	0	12	45	0	0	6	12	86	\$ -	\$ 10,421,700.00	\$ 4,500.00	\$ 12,309,506.00
June	0	0	0	2	6	1	0	2	5	0	17	32	0	1	4	14	84	\$ -	\$ -	\$ 46,043.00	\$ 1,558,392.00
July	0	0	2	4	0	0	0	1	2	0	14	30	1	0	7	7	68	\$ -	\$ -	\$ 500.00	\$ 971,847.00
August	0	0	1	4	0	1	0	1	3	1	18	27	0	0	3	10	69	\$ -	\$ -	\$ 15,000.00	\$ 748,126.00
September	1	0	0	1	0	1	0	3	1	1	13	17	0	0	5	11	54	\$ 375,000.00	\$ -	\$ 40,500.00	\$ 1,596,453.00
October	0	0	0	0	0	0	1	3	4	1	19	17	0	0	4	6	55	\$ -	\$ 1,200,000.00	\$ 2,220,500.00	\$ 4,021,157.00
November	1	0	1	1	0	0	0	1	2	1	6	11	0	0	0	4	28	\$ 500,000.00	\$ -	\$ 500.00	\$ 823,057.00
December	1	0	0	1	0	0	0	2	3	0	0	16	0	0	1	3	27	\$ 400,000.00	\$ -	\$ 1,000.00	\$ 742,799.00
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>11</b>	<b>18</b>	<b>15</b>	<b>6</b>	<b>2</b>	<b>23</b>	<b>29</b>	<b>6</b>	<b>127</b>	<b>272</b>	<b>1</b>	<b>2</b>	<b>43</b>	<b>84</b>	<b>642</b>	\$ 1,275,000.00	\$ 11,621,700.00	\$ 4,594,185.00	\$ 27,245,418.00
<b>2022</b>																					
January	4	0	2	0	0	2	0	0	1	0	3	17	0	0	1	4	34	\$ 839,590.00	\$ -	\$ -	\$ 1,136,378.00
February	5	0	2	2	0	2	0	1	1	0	1	22	0	0	3	3	42	\$ 1,481,310.00	\$ -	\$ 1,000.00	\$ 2,355,727.00
March	8	0	1	2	3	1	0	3	1	1	10	22	0	0	2	5	59	\$ 2,173,585.00	\$ -	\$ 202,000.00	\$ 2,908,746.00
April	6	1	1	3	9	3	1	1	0	0	12	25	0	1	4	18	85	\$ 13,373,050.00	\$ 5,642,334.00	\$ 500.00	\$ 19,733,669.00
May	8	6	1	9	10	1	1	1	1	2	15	29	0	0	5	13	102	\$ 9,633,880.00	\$ 2,094,240.00	\$ 500.00	\$ 12,718,262.00
June	6	0	0	4	4	3	0	2	3	1	11	34	0	0	7	9	84	\$ 1,503,083.00	\$ -	\$ 27,800.00	\$ 2,269,693.00
July	11	0	0	5	10	1	0	2	0	1	8	43	0	1	0	9	91	\$ 3,205,895.00	\$ -	\$ 35,000.00	\$ 4,394,047.00
August	15	1	0	3	15	6	1	3	2	1	16	31	0	0	9	6	109	\$ 13,122,738.00	\$ 514,248.00	\$ 72,215.00	\$ 15,412,931.00
September	7	0	1	4	9	1	0	4	0	2	15	12	0	0	1	9	65	\$ 1,599,370.00	\$ -	\$ 1,222,133.00	\$ 3,403,424.00
October	4	0	0	1	6	2	2	2	1	1	19	31	0	1	1	8	79	\$ 1,015,210.00	\$ 3,657,434.00	\$ 168,976.00	\$ 5,848,117.00
November	0	0	0	0	1	0	0	2	3	1	5	50	0	1	2	6	71	\$ -	\$ -	\$ 375,000.00	\$ 1,226,081.00
December	0	0	0	0	2	2	0	1	4	0	0	29	0	0	1	3	42	\$ -	\$ -	\$ 75,650.00	\$ 481,336.00
<b>TOTAL</b>	<b>74</b>	<b>8</b>	<b>8</b>	<b>33</b>	<b>69</b>	<b>24</b>	<b>5</b>	<b>22</b>	<b>17</b>	<b>10</b>	<b>115</b>	<b>345</b>	<b>0</b>	<b>4</b>	<b>36</b>	<b>93</b>	<b>863</b>	\$ 47,947,711.00	\$ 11,908,256.00	\$ 2,180,774.00	\$ 71,888,411.00

# ALBERTVILLE FIRE DEPARTMENT 2023 Annual Report





# Albertville Fire Department

## **Mission Statement**

Albertville Fire Department members are highly trained and dedicated to their community in order to maintain the following oath to our citizens:

"The mission of the Albertville Fire Department is to minimize the loss of life and property from fire, natural disaster, and hazardous material incidents; and to save lives by providing emergency services in life threatening situations in the Cities of Albertville and Otsego; and to perform these services in a safe and efficient manner by maintaining effective emergency response, life safety principles, fire suppression initiatives, and fire prevention training."

## **Vision Statement**

"The Albertville Fire Department is committed to providing a superior level of emergency service that continually improves the quality of life, health, and safety of the people who live, work in, and visit our community."



# Albertville Fire Department

The Albertville Fire Department is committed to the following Core Values:

- ❖ Integrity
- ❖ Professionalism
- ❖ Honor
- ❖ Dedication

Integrity: That our moral principles and intellectual honesty will carry through to the Fire Department and everything we do in the community.

Professionalism: We hold our individual involvement in this profession to the highest standards through committed, quality service to our community. We exemplify our professionalism in the way we take pride in ourselves through our service and day-to-day interactions.

Honor: We are committed to honesty, moral values, and ethics in all that we do. We believe that every action we take reflects on all the members of the Fire Department, both past and present.

Dedication: We hold a passionate belief in our mission as a Fire Department.



# 2023 Incident Data

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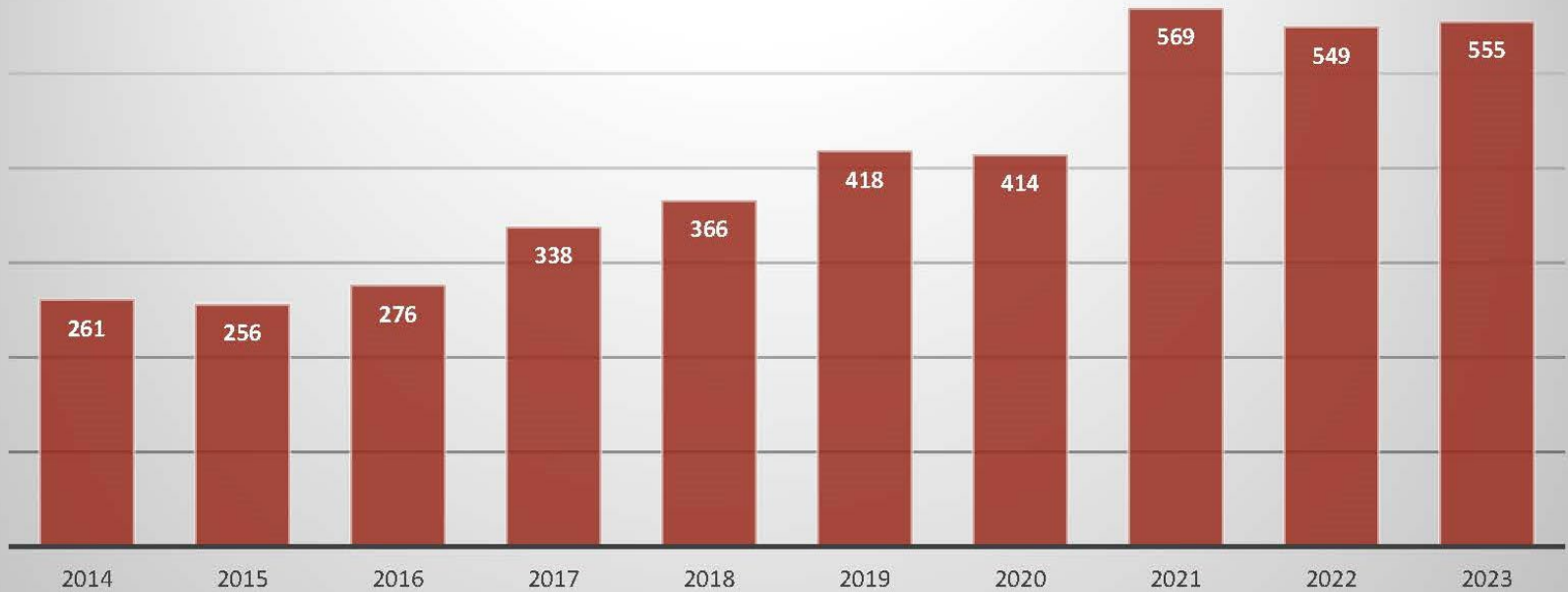




# Incidents by Year

- 555 Calls in 2023, up from 549 in 2022.
- Annual call volume has increased 113% since 2014.

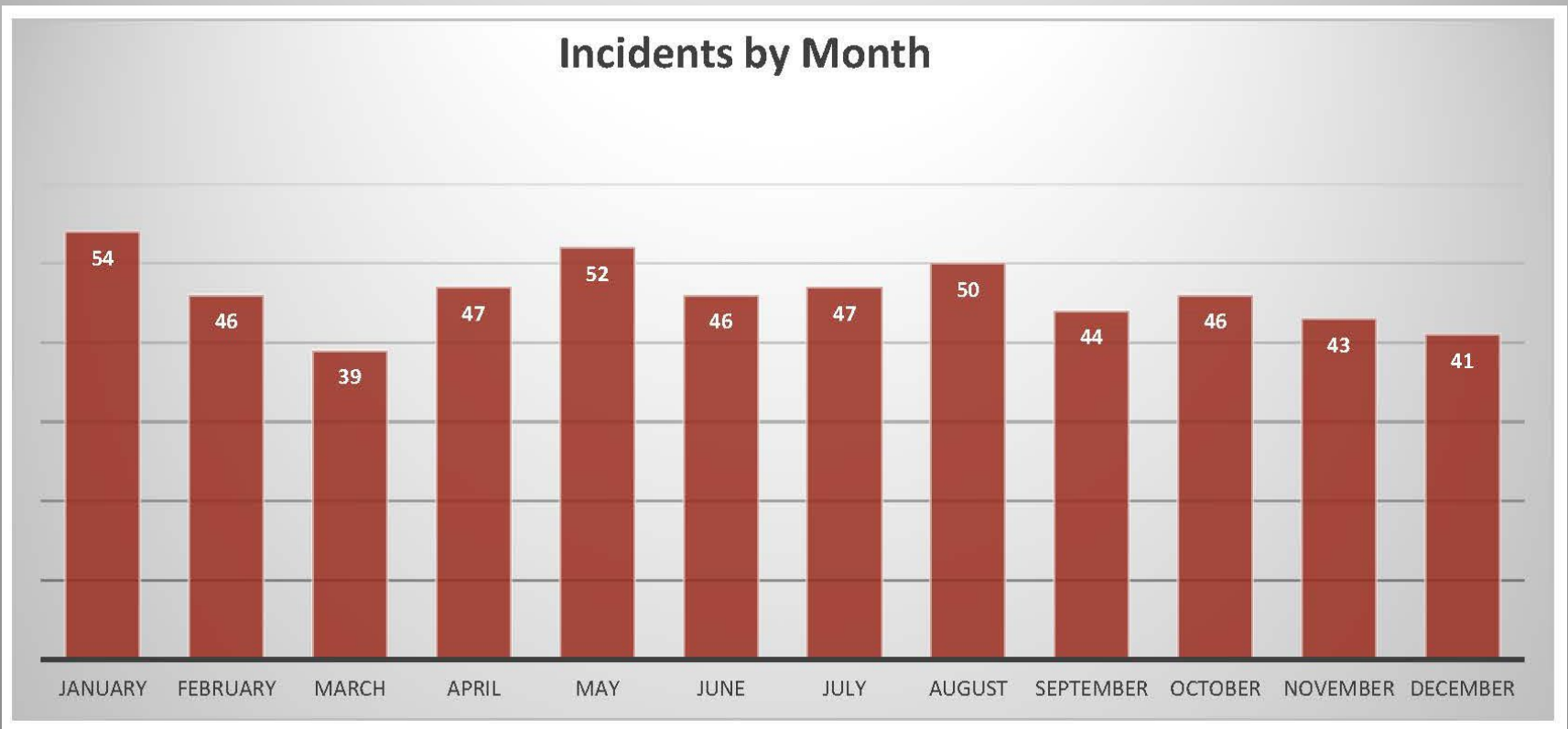
Incidents by Year





# Incidents by Month

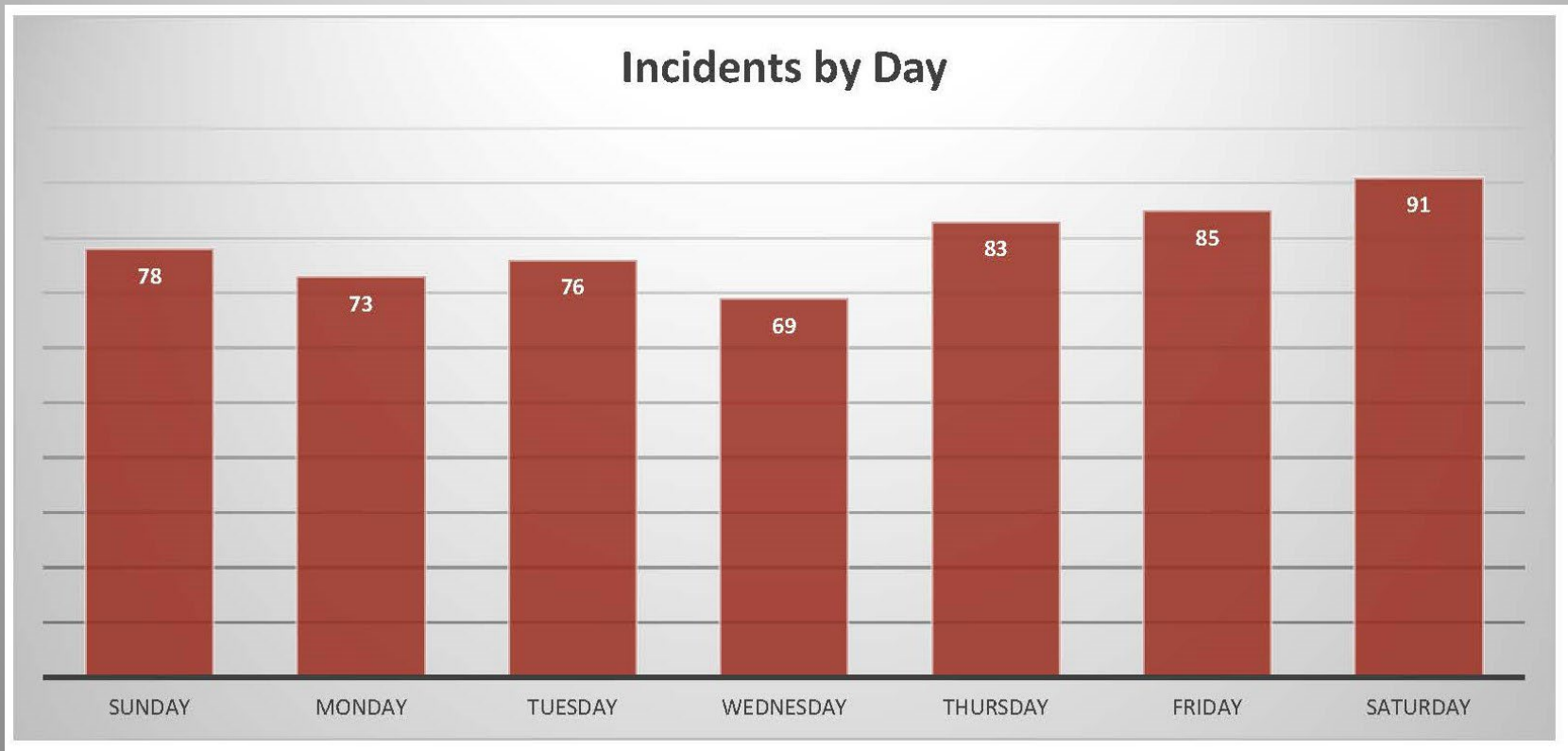
- Total Calls in 2023: 555





# Incidents by Day of Week

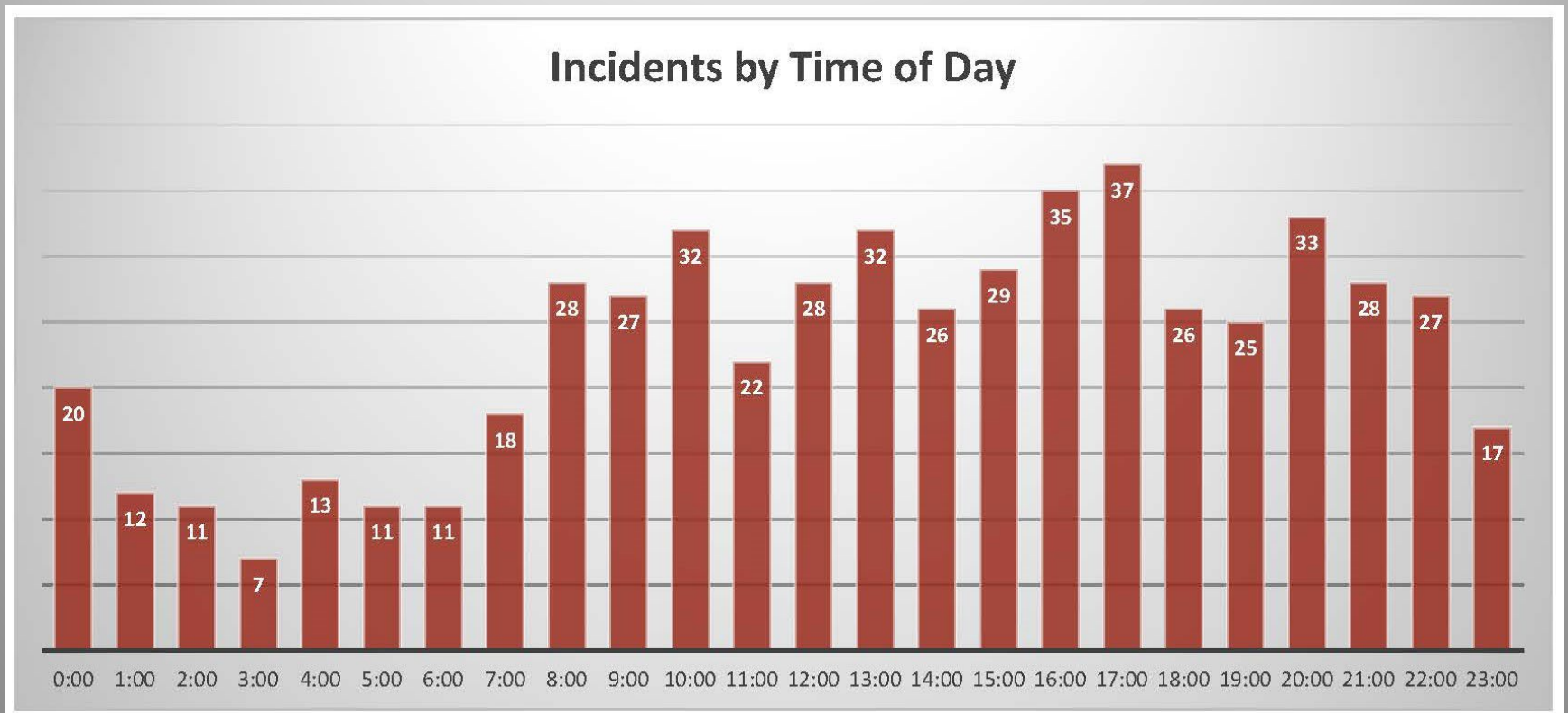
- Total Calls in 2023: 555





# Incidents by Time of Day

- Total Calls in 2023: 555





# Incidents by Time Block

## Weekday / Daytime:

- Monday to Friday / 5:00 a.m. to 5:00 p.m.
- 219 Calls (39.46%)

## Weekday / Nighttime:

- Monday to Friday / 5:00 p.m. to 10:00 p.m.
- 98 Calls (17.66%)

## Weekends:

- Friday 10:00 p.m. to Sunday 10:00 p.m.
- 167 Calls (30.09%)

## Medical Companies:

- Sunday to Friday / 10:00 p.m. to 5:00 a.m.
- 71 Calls (12.79%)
  - 6 per month





# Incidents by Time Block

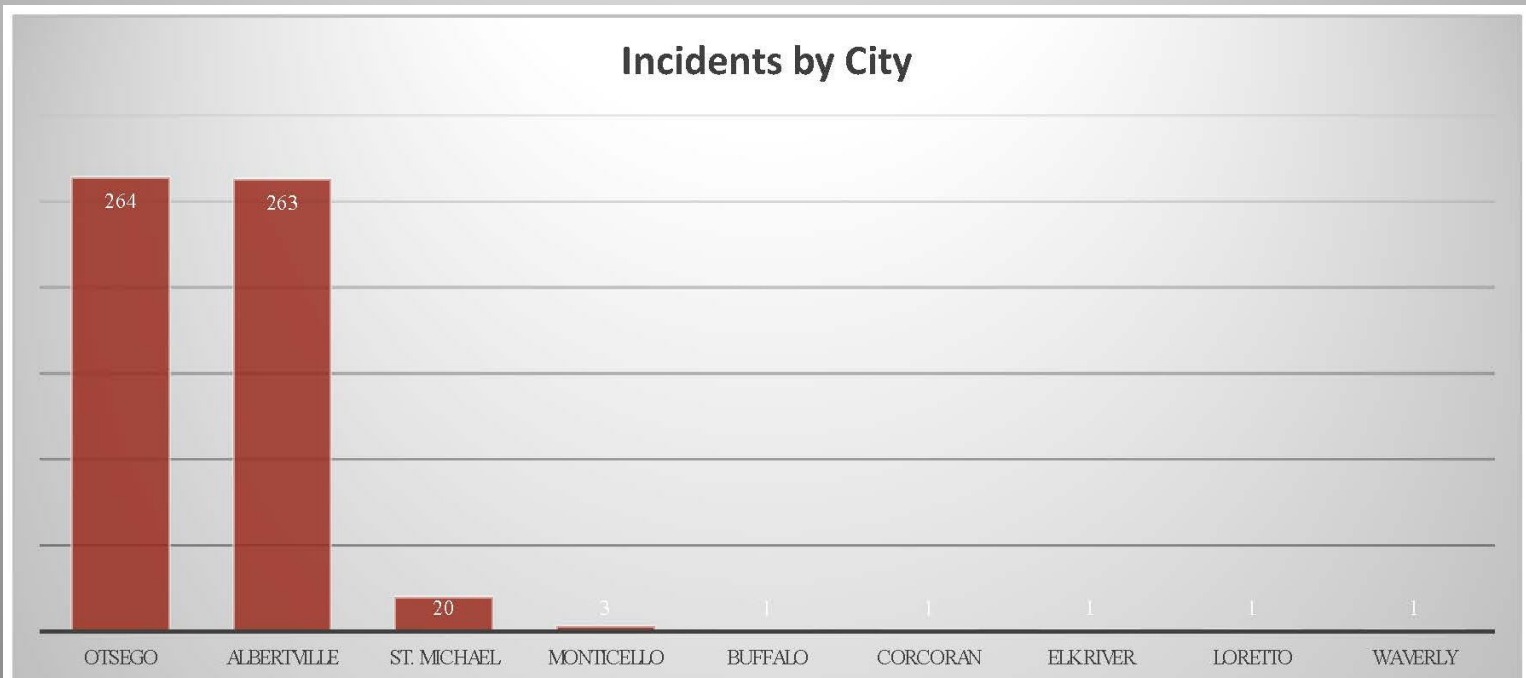
Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	5	2	3	4	2	3	1
01:00	4	2	1	1	0	1	3
02:00	0	1	1	1	2	2	4
03:00	1	1	1	0	3	0	1
04:00	2	1	3	2	1	1	3
05:00	1	1	3	3	1	0	2
06:00	1	2	3	0	3	2	0
07:00	2	1	1	3	5	3	3
08:00	2	8	1	4	2	5	6
09:00	4	3	5	4	6	2	3
10:00	5	2	5	3	5	7	5
11:00	3	1	3	5	4	4	2
12:00	1	6	3	5	5	4	4
13:00	3	6	5	6	4	4	4
14:00	4	6	4	3	4	3	2
15:00	3	1	7	0	5	8	5
16:00	3	1	6	3	6	4	12
17:00	6	3	4	4	4	6	10
18:00	5	3	3	4	5	4	2
19:00	3	3	4	1	5	7	2
20:00	5	7	2	3	4	5	7
21:00	8	4	3	4	1	5	3
22:00	4	8	2	3	4	2	4
23:00	3	0	3	3	2	3	3

Weekday	219	39.46%
Weeknights	98	17.66%
Weekends	167	30.09%
Med Company	71	12.79%



# Incidents by City

- Total Calls in 2023: 555
  - Albertville: 263 (47.39%)
  - Otsego: 264 (47.57%)
  - Mutual Aid: 28 (5.04%)







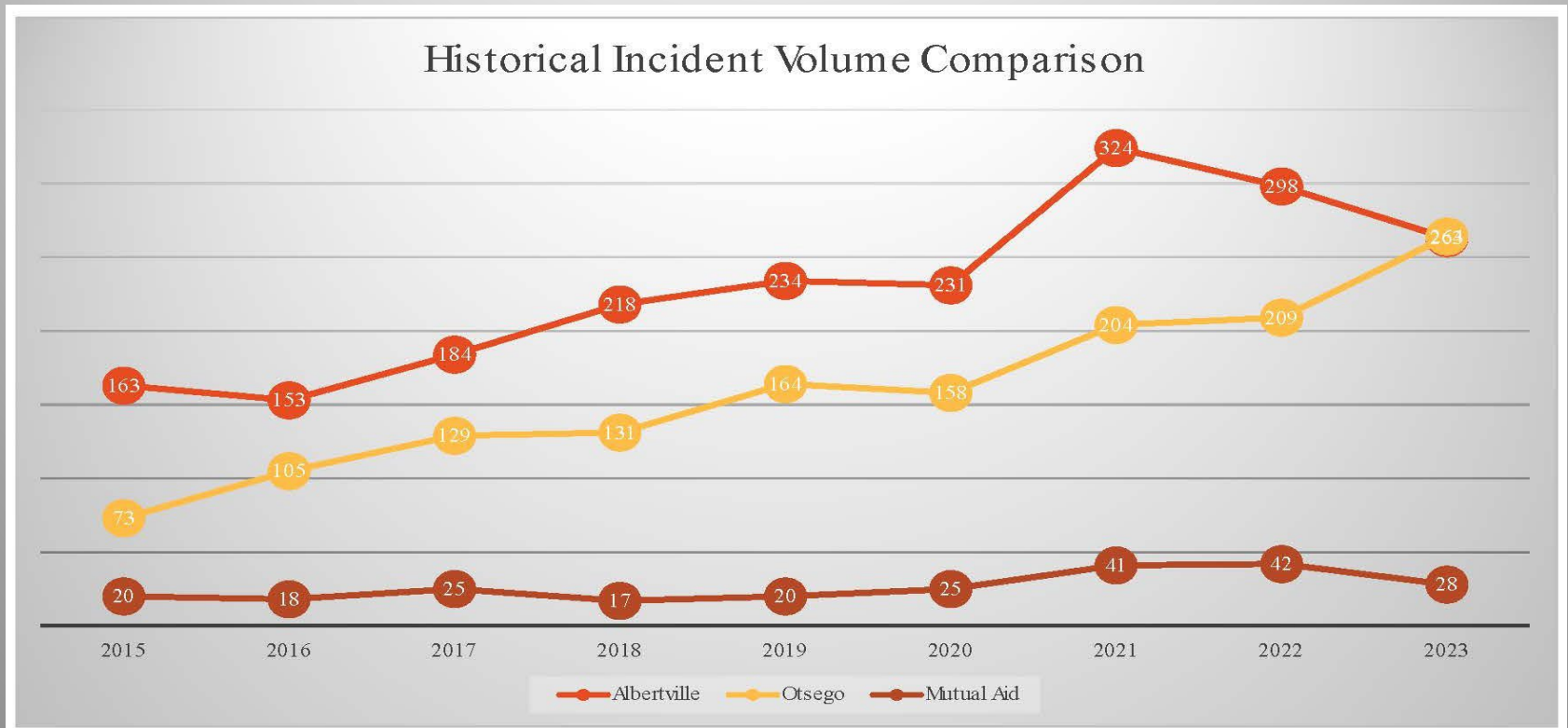
# Historical Incident Volume Comparison

<u>Year</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Albertville	163	153	184	218	234	231	324	298	263
Otsego	73	105	129	131	164	158	204	209	264
Mutual Aid	20	18	25	17	20	25	41	42	28
TOTAL	256	276	338	366	418	414	569	549	555

<u>Year</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Albertville	63.67%	55.43%	54.44%	59.56%	55.98%	55.80%	56.94%	54.28%	47.39%
Otsego	28.52%	38.04%	38.17%	35.79%	39.23%	38.16%	35.85%	38.07%	47.57%
Mutual Aid	7.81%	6.52%	8.28%	4.64%	4.78%	6.04%	7.21%	7.65%	5.05%
TOTAL	256	276	338	366	418	414	569	549	555



# Historical Incident Volume Comparison





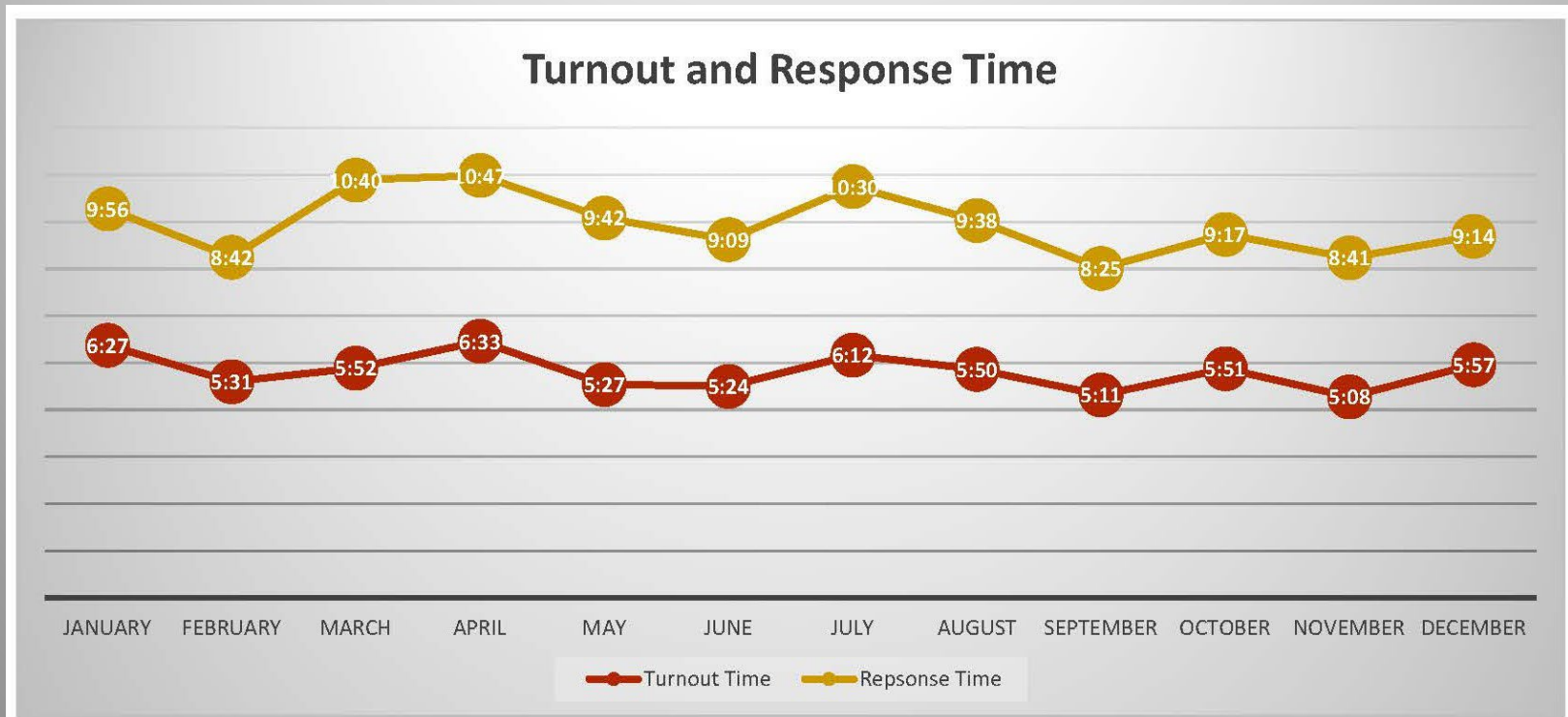
# Turnout and Response Time

- Turnout and Response Time of the first out, first arriving, unit from the Fire Hall
  - Turnout Time = Time of Dispatch to time first unit leaves Fire Hall
  - Response Time = Time of Dispatch to time first unit arrives on-scene
  - Travel Time = Response Time minus Turnout Time
- Only Emergent Response incidents
- Does not include Fire Chief response

	<b>Turnout Time</b>	<b>Response Time</b>	<b>Travel Time</b>
<b>January</b>	6:27	9:56	3:29
<b>February</b>	5:31	8:42	3:11
<b>March</b>	5:52	10:40	4:48
<b>April</b>	6:33	10:47	4:14
<b>May</b>	5:27	9:42	4:15
<b>June</b>	5:24	9:09	3:45
<b>July</b>	6:12	10:30	4:18
<b>August</b>	5:50	9:38	3:48
<b>September</b>	5:11	8:25	3:14
<b>October</b>	5:51	9:17	3:26
<b>November</b>	5:08	8:41	3:33
<b>December</b>	5:57	9:14	3:17



# Turnout and Response Time

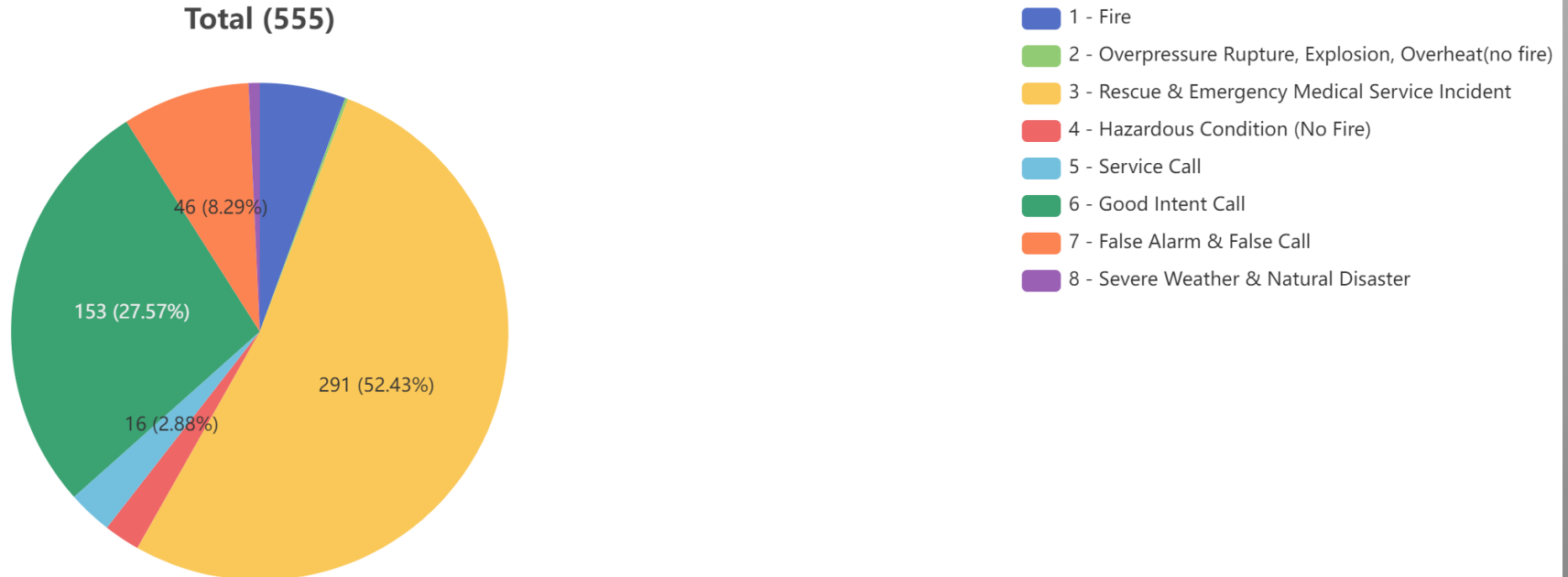




# Incident Statistics – Calls Dispatched To

Incident Type	Count	Percent
100 Series - Fire	31	5.59%
200 Series - Overpressure Rupture, Explosion, Overheat (No Fire)	1	0.18%
300 Series - Rescue and Emergency Medical Services Incident	291	52.43%
400 Series - Hazardous Condition (No Fire)	13	2.34%
500 Series - Service Call	16	2.88%
600 Series - Good Intent Call	153	27.57%
700 Series - False Alarm and False Call	46	8.29%
800 Series - Severe Weather and Natural Disaster	4	0.72%

**Total (555)**

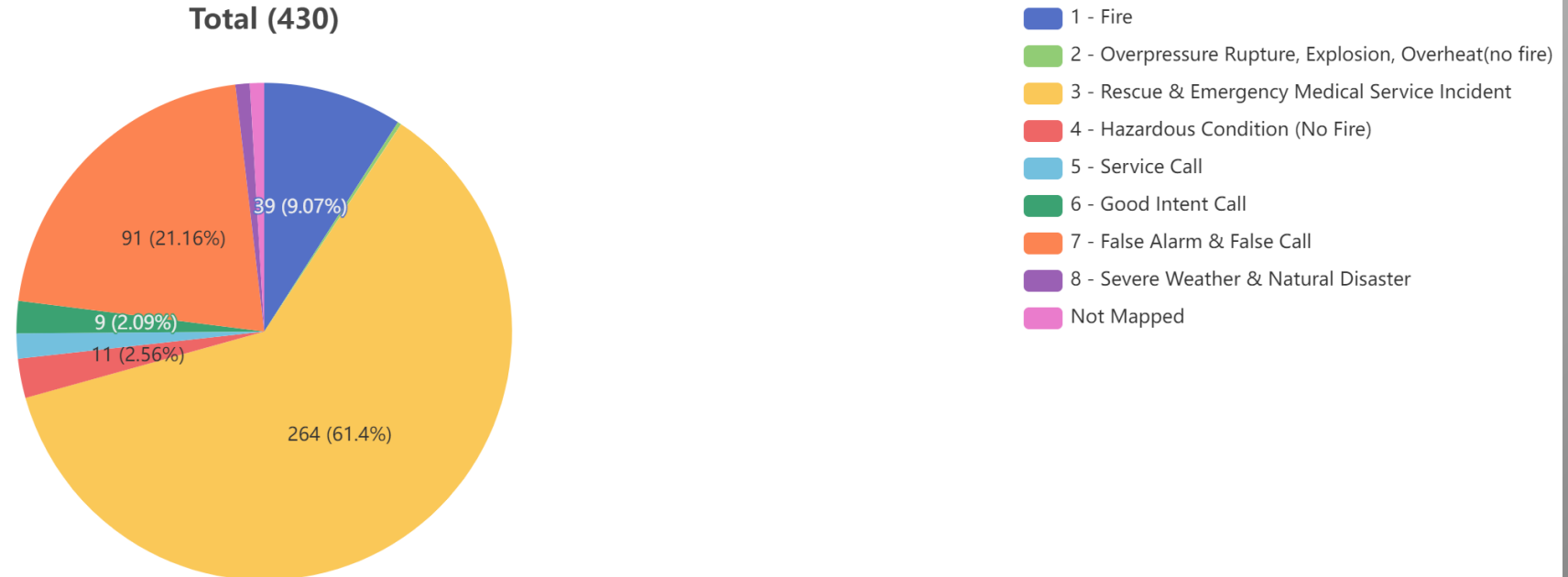




# Incident Statistics – Calls Arrived At

Incident Type	Count	Percent
100 Series - Fire	39	9.07%
200 Series - Overpressure Rupture, Explosion, Overheat (No Fire)	0	0.00%
300 Series - Rescue and Emergency Medical Services Incident	264	61.40%
400 Series - Hazardous Condition (No Fire)	11	2.56%
500 Series - Service Call	7	1.63%
600 Series - Good Intent Call	14	3.26%
700 Series - False Alarm and False Call	91	21.16%
800 Series - Severe Weather and Natural Disaster	4	0.93%

**Total (430)**







# Incident Types – Detailed Breakdown by Call Type

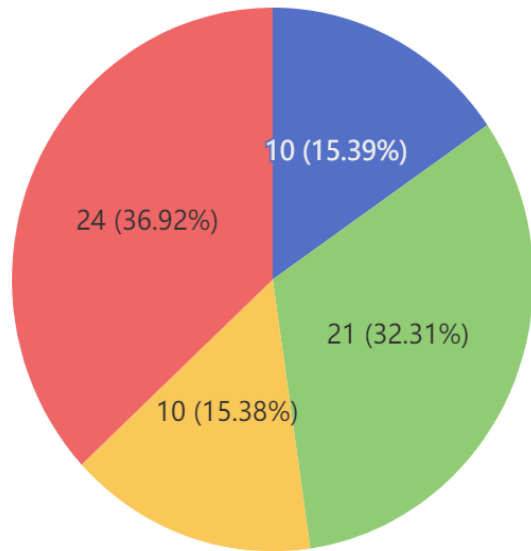
Actual Incident Type Found	Count	Percent	Actual Incident Type Found	Count	Percent
111 - Building fire	17	3.10%	440 - Electrical wiring/equipment problem, other	4	0.70%
113 - Cooking fire, confined to container	2	0.40%	445 - Arcing, shorted electrical equipment	1	0.20%
123 - Fire in portable building, fixed location	1	0.20%	531 - Smoke or odor removal	1	0.20%
130 - Mobile property (vehicle) fire, other	3	0.50%	550 - Public service assistance, other	6	1.10%
131 - Passenger vehicle fire	1	0.20%	551 - Assist police or other governmental agency	7	1.30%
132 - Road freight or transport vehicle fire	1	0.20%	561 - Unauthorized burning	2	0.40%
140 - Natural vegetation fire, other	1	0.20%	611 - Dispatched & canceled en route	136	24.50%
151 - Outside rubbish, trash or waste fire	4	0.70%	622 - No incident found on arrival at dispatch address	12	2.20%
160 - Special outside fire, other	1	0.20%	631 - Authorized controlled burning	1	0.20%
251 - Excessive heat, scorch burns with no ignition	1	0.20%	651 - Smoke scare, odor of smoke	4	0.70%
311 - Medical assist, assist EMS crew	5	0.90%	700 - False alarm or false call, other	10	1.80%
321 - EMS call, excluding vehicle accident with injury	237	42.70%	731 - Sprinkler activation due to malfunction	2	0.40%
322 - Motor vehicle accident with injuries	45	8.10%	733 - Smoke detector activation due to malfunction	14	2.50%
324 - Motor vehicle accident with no injuries.	2	0.40%	735 - Alarm system sounded due to malfunction	4	0.70%
352 - Extrication of victim(s) from vehicle	1	0.20%	736 - CO detector activation due to malfunction	10	1.80%
365 - Watercraft rescue	1	0.20%	741 - Sprinkler activation, no fire - unintentional	1	0.20%
411 - Gasoline or other flammable liquid spill	3	0.50%	743 - Smoke detector activation, no fire - unintentional	1	0.20%
412 - Gas leak (natural gas or LPG)	2	0.40%	745 - Alarm system activation, no fire - unintentional	4	0.70%
424 - Carbon monoxide incident	3	0.50%	815 - Severe weather or natural disaster standby	4	0.70%
			<b>Total Incidents:</b>	<b>555</b>	<b>100.00%</b>



# Incident Statistics – Mutual Aid Calls

<u>Type</u>	<u>Incidents</u>
Automatic Aid Given	24
Mutual Aid Given	10
Automatic Aid Received	21
Mutual Aid Received	10
<b>TOTAL</b>	<b>65</b>

**Total aid given and received (65)**



- Mutual aid received
- Automatic aid received
- Mutual aid given
- Automatic aid given



# 2023 Fire Department Information

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# Fire Department Fleet

## AFD Fleet - 12/31/2023:

- 1999 International = Tender 11
  - Replacement Tender 11 Ordered
    - September 2024 Delivery
- 2011 Ford F-250 = Utility 11
- 2011 John Deere Gator = UTV 11
- 2015 Chevy Tahoe = Chief #1
- 2016 Chevy Suburban = Rescue #11
- 2019 Pierce Impel Pumper = Engine #11
- 2019 Pierce Impel 110" Aerial = Tower #11



# Fire Department Staffing

## AFD Staffing - 12/31/2023:

- 1 Full-Time Fire Chief
  
- Paid-On-Call Members (30 Authorized):
  - 1 = Deputy Fire Chief
  - 1 = Assistant Fire Chief
  - 3 = Company Captains
  - 1 = Training Captain
  - 3 = Lieutenants
  - 19= Firefighters
  
  - **28 Paid-On Call Members**
  
- Reserve Firefighters:
  - 1 = Reserve Firefighter
  
- **Total Staffing = 29 Members**



# Fire Department Time Commitment

## 2023 Call Hours:

- Members attended 6,539 hours of call time
  - Average of **218** hours per member

## 2023 Training Hours:

- Members attended 2,817 hours of training
  - Average of **94** hours per member

## 2023 Community/Volunteer Hours:

- Members volunteered 592 hours of time
  - Average of **20** hours per member

## 2023 Total Time Commitment:

- Average of **332** hours per member
  - 28 hours per month



# 2024 Fire Department Recognitions

## 2023 Resignations:

- Firefighter T. Vang = 2 years

## 2024 Service-Year Awards:

- 5-years:
  - Deputy Fire Chief K. Gammell
  - Firefighter J. Grove
  - Firefighter C. Holzerland
  - Firefighter N. Ose
  - Firefighter S. Severson
- 10-years:
  - Firefighter N. Dording
  - Firefighter T. Trainor
- 15-years:
  - Captain M. Minette
- 20-years:
  - Captain D. Asleson
  - Captain J. Eull



# 2023 Fire Department Awards

## 2023 Top Training Hours:

- **Top Training Hours = Lieutenant C. Thurber**
  - 213.5 Training Hours
  
  - Honorable Mention Training Hours:
    - Captain J. Eull = 199.5 Hours
    - Firefighter M. Aguirre = 188.5 Hours
    - Firefighter J. Grove = 188 Hours
    - Captain G. Gerads = 184.5 Hours
  
- **Department Average = 94 Hours**



# 2023 Fire Department Awards

## 2023 Top Volunteer Hours:

- Top Volunteer Hours = **Firefighter C. Follett**
  - 79.5 Volunteer Hours
  
  - Honorable Mention Top Volunteer Hours:
    - Firefighter T. Gonsior = 67 Hours
    - Firefighter P. Gonsior = 43 Hours
    - Firefighter J. Grove = 41 Hours
    - Firefighter N. Ose = 40.5 Hours
    - Lieutenant K. Anderson = 32 Hours
    - Captain J. Eull = 32 Hours
  
- **Department Average = 22 Hours**



# 2023 Fire Department Awards

## 2023 Top Caller:

- Top Caller = **Firefighter C. Follett**
  - 394 of 555 Calls / 71%
  
  - Honorable Mention Top Call Percentage:
    - Firefighter M. Aguirre = 314 Calls / 57%
    - Firefighter J. Grove = 312 Calls / 56%
    - Firefighter S. Severson = 286 Calls / 52%
    - Lieutenant K. Anderson = 277 Calls / 50%
  
- **Department Average = 194 Calls / 35%**





# 2023 Fire Department Awards

## 2023 Paul Heinen Above and Beyond Award:

- **Winner: Firefighter C. Follett**
  - Runner-Up: Firefighter N. Dording
  
  - Other Nominations:
    - Captain J. Eull
    - Captain G. Gerads
    - Firefighter P. Gonsior
    - Lieutenant C. Thurber



# 2023 Fire Department Awards

## 2023 "Hat Trick" Award:

- Winner: **Firefighter C. Follett**

“For responding to the most calls for service, having the most volunteer hours, and being the recipient of the Paul Heinen Above and Beyond Award in 2023.”



# 2023 Grant Review

## Minnesota Board of Firefighter Training and Education:

- Requested \$17,347 in Initial Training and Redistribution Award Funds
  - Received \$9,900 in reimbursements
- In addition, full funding for:
  - Initial Fire Academy
  - Fire Instructor I Classes
  - Fire Officer I Classes

## National Fire Safety Council:

- Received \$3,500 in local business donations for Fire Safety / Public Education materials
  - Joint venture with the St. Michael Fire Department
  - STMA School District approach to fire prevention materials



# 2023 Grant Review

## Central Minnesota EMS Region:

- Funding for Initial EMT Class
  - 4 AFD Members took advantage of the grant funded training opportunity
- Funding for Initial EMR Class
  - 1 AFD Member took advantage of the grant funded training opportunity
- EMS Equipment Grant
  - \$1,000 Grant Award for purchase of a new AED



# 2023 Department Highlights

- Training Captain Promotion
- Lieutenant Promotion
- Three Paid-on-Call Firefighter Promotions
- One Class of Reserve Firefighters
- Firefighter Fuel Reimbursement Program
- Albertville Friendly City Days / Craft Beer Night
- Wright County Multi-Hazard Mitigation Plan
- Radio Reprogramming
- Relief Association move to PERA SVF
- Replacement Tender 11 Order

**Looking forward  
to 2024!**





## Mayor and Council Request for Action

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February 20, 2024

**SUBJECT: PLANNING – ALBERTVILLE ZONING AMENDMENT RELATING TO HOT TUB FENCES**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following motion:

**MOTION TO:** adopt Ordinance NO. 2024-01 to amend Ordinance 1000.5.E.2.e., exempting above ground hot tubs from the swimming pool fence requirements of the Albertville City Code

**BACKGROUND:** Currently all hot tubs are required to be located within a fenced area. The fence must be a minimum of five feet in height. The city has received a number of requests for above ground hot tubs without the required fence. In staff review of the issue, we agree that the above ground hot tubs may provide restricted access without the fence. In this regard, the attached zoning code amendment is being offered to remove the fencing requirement for above ground hot tubs.

**KEY ISSUES:**

- Most above ground hot tubs have a height range from 34 to 42 inches.
- The City has received a number of requests for new hot tubs to be installed on patios or decks without a fenced yard.
- The above ground hot tubs have an exterior wall and have lids or coverings that can be used to restrict tub access.
- The proposed code amendment exempts above ground hot tubs from the fence requirements provide the tub has a means of securing access to the tub when not in use. In-ground hot tubs and pools shall continue to be enclosed fenced areas.

**POLICY CONSIDERATIONS:** In accordance with State Law, public notice was published, and a public hearing held by the Planning Commission on February 13, 2024, to consider the amendment to the hot tub regulations. Upon closing the public hearing, the Planning Commission recommended the City Council approve the zoning text amendment.

**FINANCIAL CONSIDERATIONS:** There are no significant financial issues related to the zoning text amendment. The City shall be responsible for all costs associated with any enforcement related to the zoning text amendment.

**LEGAL CONSIDERATIONS:** In accordance with Council procedures, the Mayor and Council have the authority to amend the City Zoning Regulations, which requires a majority vote of the City Council and becomes effective upon publication.

**Responsible Person:** Alan Brixius, City Planner

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attachments:**

- Ordinance No. 2024-01
- Planning Report dated January 25, 2024



**CITY OF ALBERTVILLE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**ORDINANCE NO. 2024-01**

**AN ORDINANCE AMENDING SECTION 1000.5.E.2.e ALBERTVILLE MUNICIPAL  
CITY CODE, RELATING TO HOT TUB FENCES**

**The City Council of the City Of Albertville, Minnesota hereby Ordains:**

**Section 1.** Ordinance 1000.5.E.2.e., Hot Tubs of the Albertville City Code is hereby amended to add the underlined text as follows:

**1000.5 E: HOT TUBS:**

E. Hot Tubs:

1. Hot tubs accessory to multiple-family residential uses and commercial uses shall comply with swimming pool performance standards of subsection D of this section.

2. Hot tubs accessory to single- and two-family residential units may be allowed by administrative permit and exempt from the swimming pool performance standards of this section but shall meet the following standards:

- a. Hot tubs shall not be located in front of the principal building.
- b. Hot tubs shall not be located within the required side yard of any zoning district.
- c. Hot tubs shall not be located any closer than ten feet (10') from any rear property line.
- d. All filter units, heat units, pumps, and any noise generating equipment shall be enclosed within the cabinet of the hot tub and insulated to buffer noise.
- e. All outdoor in ground hot tubs shall be enclosed within a protective fence with a self-locking gate or shall be secured with a locked cover when not in use. Outdoor above ground hot tubs with means to secure access to the hot tub are exempt from the required fence and gate requirements.

**Section 2.** This amendment shall be in full force and effective immediately following its passage and publication.

**Adopted by the City Council of the City of Albertville this 20<sup>th</sup> day of February 2024.**

\_\_\_\_\_  
Jillian Hendrickson, Mayor

ATTEST:

\_\_\_\_\_  
Kristine A. Luedke, City Clerk

**PLANNING REPORT**

TO: Adam Nafstad  
FROM: Alan Brixius  
DATE: January 25, 2024  
RE: Albertville Zoning Amendment – Hot Tubs  
FILE NO: 163.05 23.05

**BACKGROUND**

Currently all hot tubs are required to be located within a fenced area. The fence must be a minimum of five feet in height. The City has received a number of requests for above ground hot tubs without the required fence. In staff review of the issue, we agree that the above ground hot tubs may provide restricted access without the fence. In this regard, the attached zoning code amendment is being offered to remove the fencing requirement for above ground hot tubs.

**EXHIBITS**

Exhibit A: Draft Zoning Amendment – Hot Tubs.

**ANALYSIS**

The proposed zoning code amendment includes the following key issues.

1. In ground hot tubs will continue to be treated similar to swimming pools and will be required to located within the fenced area. The minimum fence height shall be 5 feet tall and shall have a self-closing gate and latch. To fence and gate design is to prevent access to the hot tub or swimming pool.
2. Above ground hot tubs with means to restrict access to the tub may be exempt from the fence requirements.
3. The changes allow a property owner to install an above ground hot tub without the expense of fence installation.

**CONCLUSION**

The attached zoning code amendment is provided for the Planning Commission and City Council consideration. If acceptable, Staff recommend approval of the code amendment.

Cc. Maeghan Becker  
Kris Luedke  
Mike Couri

February 20, 2024

**SUBJECT: UTILITY DEPARTMENT – PURCHASE OF TWO GENERATORS AND AUTOMATIC TRANSFER SWITCH**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following motion:

**MOTION TO:** Approve purchase of two Generators Model C70N6 and Model C45N6 and an Automatic Transfer Switch from Cummins Inc, Des Moines Iowa for \$122,250.

**BACKGROUND:** In a continuing effort to provide fast, reliable response during power outages, more backup power generators must be purchased. The C70N6 would be purchased for the Fire Hall and would also include a transfer switch. The C45N6 would be purchased for Albertville’s lift station.

**KEY ISSUES:**

- The generator at the Fire Hall would allow faster response during power outages.
- The generator at Albert Villa’s lift station would relieve pressure on the two portable generators.
- The Albert Villa’s lift station was selected for the generator due to its electrical requirements and location.
- The price is based on the Sourcewell Contract.

**POLICY CONSIDERATIONS:** It is the Mayor and Council’s policy to review and approve the purchase of the Utilities Department.

**FINANCIAL CONSIDERATIONS:** The equipment will be paid with funds from Fire Capital and ARPA funds. \$89,500 will come from Fire Capital to pay for the C70N6 generator and automatic transfer switch for the fire hall. \$32,750 for the C45N6 generator to be used at the Albert Villa’s lift station and will be paid with ARPA funds, which is consistent with the City’s ARPA funding plan.

**LEGAL CONSIDERATIONS:** The Mayor and Council have the authority to approve the purchase for the Utilities Department.

**Responsible Person:** John Middendorf, Utilities Superintendent.

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attachment:**

- Quote from Cummings Sales and Service

January 29, 2024

We are pleased to provide you this quotation based on your inquiry.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>GEN70</b>	<b>C70N6, 70kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Alternator - 60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) <ul style="list-style-type: none"> <li>Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor</li> <li>Voltage - 120/208, 3 Phase, Wye, 4 Wire</li> <li>Alternator Heater, 120 Volt AC</li> </ul> PowerCommand 1.1 Controller <ul style="list-style-type: none"> <li>Control Mounting - Left Facing</li> <li>Gauge - Oil Pressure</li> <li>Stop Switch - Emergency</li> <li>Signals - Auxiliary, 8 Inputs/8 Outputs</li> </ul> Load Connection - Single <ul style="list-style-type: none"> <li>Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL</li> </ul> Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted <ul style="list-style-type: none"> <li>Shutdown - Low Coolant Level</li> <li>Extension - Coolant Drain</li> <li>Engine Coolant - 50% Antifreeze, 50% Water Mixture</li> <li>Coolant Heater, Extreme Cold Ambient</li> </ul> Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base	1
	<b>Enclosure</b> Aluminum Sound Attenuated Winter Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Automatic Dampers DC Powered Lights Inside Enclosure Enclosure - Heater, Internal Extension - Oil Drain Panel, Distribution Green Sound Level 2 Intake Baffle - Ship Loose	
<b>GEN45</b>	<b>C45N6, 45kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Alternator - 60Hz, Reconnect, Full Output, 120C, 40C Ambient, Increased Motor Starting (IMS) <ul style="list-style-type: none"> <li>Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor</li> <li>Voltage - 120/240, 1 Phase, 3 Wire</li> <li>Alternator Heater, 120 Volt AC</li> </ul>	1



- PowerCommand 1.1 Controller
  - Control Mounting - Left Facing
  - Gauge - Oil Pressure
  - Stop Switch - Emergency
  - Signals - Auxiliary, 8 Inputs/8 Outputs
- Load Connection - Single
  - Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL
- Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted
  - Shutdown - Low Coolant Level
  - Extension - Coolant Drain
  - Engine Coolant - 50% Antifreeze, 50% Water Mixture
  - Coolant Heater, Extreme Cold Ambient
- Engine Governor - Electronic, Isochronous
- Single Gas Fuel - NG or LP Vapor
- Engine Starter - 12 Volt DC Motor
- Engine Air Cleaner - Normal Duty
- Battery Charging Alternator
- Battery Charger - 6 Amp, Regulated
- Engine Oil Heater - 120 Volts AC, Single Phase
- Engine Oil
- Genset Warranty - 2 Years Base

**Enclosure**

- Aluminum Sound Attenuated Winter Enclosure, with Exhaust System
- Enclosure Color - Green, Aluminum
- Enclosure - Wind Load 180 MPH, ASCE7-10
- Larger Battery Rack
- Automatic Dampers
- DC Powered Lights Inside Enclosure
- Enclosure - Heater, Internal
- Extension - Oil Drain
- Panel, Distribution
- Green Sound Level 2 Intake Baffle - Ship Loose

<b>Paint</b>	<b>Enclosure Upfit - Custom Color Option 20-200kW</b>	<b>2</b>
<b>Parts</b>	<b>Generator Remote E-Stop</b>	<b>2</b>
<b>Parts</b>	<b>Remote Annunciator-panel mount with enclosure (RS485)</b>	<b>1</b>
<b>Service</b>	<b>Startup Assistance and System Commissioning - Starting Batteries</b>	<b>2</b>
<b>Service</b>	<b>Customer Training - 1 Trip</b>	<b>2</b>
<b>Freight</b>	<b>Freight to Jobsite - Offloading by Others</b>	<b>2</b>
<b>Note</b>	<b>Fuel for Testing and Turn-over by Others</b>	<b>1</b>

**TOTAL: \$ 82,750.00**

**Adder Outdoor Switchgear/Transfer Switch + \$39,500.00**

- 600A, 208Y/120V, 3PH4W, AL Bus, NEMA 3R, UL 891, SUSE Rated, 65kAIC.
- 1 600A, Utility CT Provision
- 1 600A, 3P, LSIG, 100% Rated, Fixed Mounted, Manually Operated Main Breaker
- 1 600A, 3P Open Transition ATS ASCO 300 Per Specs
- 1 400W Heater w/T Stat
- No Coordination Study, No Arc Maintenance Included.

**Quote value does not include any tax.**



**NOTES:**

Proposal is for equipment only, offloading, rigging, and installation by others.  
Fuel and permits, unless listed above, is not included.  
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others.  
Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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February 20, 2024

**SUBJECT: UTILITY DEPARTMENT – PURCHASE OF NEW CATERPILLAR PORTABLE GENERATOR**

**RECOMMENDATION:** It is respectfully requested that the Mayor and Council consider the following motion:

**MOTION TO:** Approve purchase of a Caterpillar Model XQ125BM Generator complete with Trailer, Enclosure, and assorted Power Cords from Ziegler Power Systems for \$137,650.

**BACKGROUND:** In a continuing effort to provide fast, reliable response during power outages, more backup power generators must be purchased. The City currently owns two portable generators. One is capable of powering City Hall and the other one is dedicated to sewage lift stations. With six lift stations without generator backup, the City needs more than one portable generator for coverage.

**KEY ISSUES:**

- The proposed purchase would allow the City to be more independent and better prepared for outages. Typically, power outages affect a large geographic area, and it is difficult to quickly rent or borrow a generator compatible for the use.
- The generator would be able to power all six lift stations which currently are without a generator backup.
- The price is based on the Sourcewell Contract.

**POLICY CONSIDERATIONS:** It is the Mayor and Council's policy to review and approve the purchase of the Utilities Department.

**FINANCIAL CONSIDERATIONS:** The purchase of the Generator will be paid with ARPA funds, which is consistent with the planned use of funds.

**LEGAL CONSIDERATIONS:** The Mayor and Council have the authority to approve the purchase for the Utilities Department.

**Responsible Person:** John Middendorf, Utilities Superintendent.

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attachment:**

- Quote from Ziegler Cat

Date: January 22, 2024

Proposal by



Proposal No. EPG012402

8050 Cty Rd 101 East  
Shakopee, MN 55379  
952-887-4535

Daniel.slagle@zieglercat.com

To: City of Albertville

Re: Caterpillar 100kW Towable Generator  
Sourcewell Member #: 87350  
Contract # 092222-CAT

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

- QUANTITY One (1) New **CATERPILLAR** Tier 4 Portable Diesel Generator Set in 66dB Outdoor Insulated Enclosure Mounted on Trailer with Electric Brakes, Pintle Hitch Box Mounted on Trailer for cables.
- MODEL XQ125BM – Tier 4 Final
- RATING 100 kW prime power
- VOLTAGE Selectable voltage switch (480/277V, 120/208V 3ph & 120/240V 1 Ph)
- RECEPTACLES: Main bus bar with hinged cover door  
3 – 240V, 50A California style twist lock receptacle  
2 – 120V/240V, 20A twist lock  
2 - 120V, 20A duplex receptacles with GFI
- BREAKERS: Two (2) thermal magnetic trip breakers.  
One (1) 200 amp to feed 208V system  
One (1) 100 amp to feed 480V 3ph system.
- CABLES/PLUGS Two 25’ soow cords with plugs  
100 amp 480V with ACP1044CDRS Connector  
200 amp 208V with AP20044EP4RS Connector  
One (1) 30A 120V Shore power cord.  
Cable Box On Trailer Tongue.
- WARRANTY Two (2) year 2000 hour

**TOTAL EQUIPMENT PRICE \$ 137,650 .00 \***

**\*Price does not include sales tax or licensing.**

**APPROXIMATE SHIPPING DATE** January 2025

**F.O.B** Albertville, MN

**TERMS:** Net 20 days

**ACCEPTED:**

*Respectfully submitted,*  
**ZIEGLER INC.**

By Dan Slagle

Dan Slagle, Sales Engineer

By \_\_\_\_\_ Subject to approval by

APPROVED:

**ZIEGLER INC.**



**BILL OF MATERIAL**  
**EPG0122402**

**XQ125 RENTAL P.K..G**

100 ekW Prime, 110 ekW Standby.  
125kVA Prime, 137kVA Standby  
C4.4 Engine; Governor = Isochronous Electronic, Aspiration = ATAAC.

**EMCP 4.2B DIGITAL CONTROL PANEL**

EMCP 4.2B genset mounted controller  
Automatic start/stop with cool down timer  
Idle/rated switch  
Generator Protection features: 32, 32RV, 46, 50/51, 27/59, 81 O/U  
Metering display: voltage, current, frequency, power factor, kW, WHM, and kVAR

**EMCP 4.2B GENERATOR PROTECTIVE RELAYING**

Generator protective features provided by EMCP 4.2B  
Generator phase sequence  
Over/Under voltage (27/59)  
Over/Under frequency (81 O/U)  
Reverse Power (kW) (32)  
Reverse Reactive Power (kVAR) (32RV)  
Over current (50/51)

**COOLING SYSTEM**

Radiator package mounted; ambient capability 43Deg C  
50% Coolant antifreeze with corrosion inhibitor  
Drain lines; exterior.  
Blower fan drive and fan guard(w/vertical discharge through enclosure)  
Belt guards  
Coolant level reservoir / sight gauge  
Cooling drain line with valve

**DISTRIBUTION PANEL**

NEMA 1 steel enclosure with hinged lockable door  
Power connection - ground  
Separate control and load sections  
Hinged load cover door with window that must be closed for main circuit breaker operation  
Two 120 volt, 20 amp duplex receptacles with GFI  
Two-wire start/stop connection terminals  
Voltage selector switch located inside enclosure (LH)

**ENCLOSURES**

Rust resistant steel  
Black stainless steel Padlockable latches on all doors.  
Zinc die cast hinges/grab handles.  
Doorkeepers on all doors.  
Modular panel construction.  
Single point lifting.  
Sound attenuation

**EXHAUST SYSTEM**

Integral with flexible connector

**AIR INLET SYSTEM**

Air cleaner:

**BILL OF MATERIAL**  
**EPG0122402**

- Single medium duty element.
  - Dust cup and service indicator.
- ATAAC.

**CHARGING SYSTEM**

Charging alternator - 12V with integral regulator.  
Belt guards.

**FUEL SYSTEM**

Fuel filter - replaceable element  
3-way fuel valves - for external tank connection  
UL142 Dual wall fuel tank base with 24-hour run time capacity at 75% of prime rating  
Fuel priming pump  
Fuel/water separator

**GENERATORS AND GENERATOR ATTACHMENTS**

Self-excited generator  
Integrated Voltage Regulator (IVR)  
Coastal insulation protection  
CSA approval

**INSTRUMENTATION**

CAT CONNECT  
Product link generation for fleet management and asset tracking -  
Cellular PLG641

**LUBE SYSTEM**

Oil cooler  
Lubricating oil  
Crankcase breather with collection assembly.  
Oil filter (spin-on) and dipstick  
Oil drain line plumbed to exterior with valve

**MOUNTING SYSTEM**

Generator set; soft mounted to base to reduce vibration and noise  
Base contains bund to capture 110% of all fluids

**STARTING SYSTEM**

Battery rack and cables installed on base  
Single electric starting motor; 12 volt  
Single 12V Battery (Cat brand maintenance free)  
Glow plugs fitted on engine  
120V Engine block heater  
Battery charger, 10A, 12VDC

**GENERAL**

Paint:  
- Caterpillar Yellow on engine and generator  
- Black on base, lift arch and radiator  
- White on enclosure

**TRAILER**

Installed genset on trailer.

**BILL OF MATERIAL**  
**EPG0122402**

TECHNICAL: Leaf Spring suspension  
Brakes: Electric  
Hitch: Pintle  
Approximate weight empty: 900 lb  
Bed dimensions: 134" (3404mm) x 53.5" (1359mm) x 18.7"  
(476mm) (L x W x H).  
Trailer Length 176.2  
ST225/75R15 LRE  
Electrical connection: 7-prong plug  
Complies with Federal DOTs Federal Motor Vehicle  
Safety Standards.  
Label: National Association of Trailer Manufacturers

**PROJECT MANAGEMENT SERVICES**

Submittal drawings  
{ Dimensional drawings  
{ Electrical schematics  
{ Product specifications  
Prototype testing/Production testing  
{ Operation and maintenance manual, Engine, generator  
Warranty, One (1) year – unlimited hours  
Onsite commissioning and training by local CAT dealer representative

**COMMENTS AND CLARIFICATIONS**

Installation provided by others  
Initial fuel fill not included  
Unit subject to availability at time of order

**NOTES**

Ziegler limits the scope of supply for this quotation to the equipment and services listed.  
Equipment not listed is assumed to be provided by others.  
Ziegler cannot provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.  
Orders are subject to re-stocking charges if cancelled after release for production.  
Mechanical and electrical installation provided by others.  
State and local permits for fire, air, fuel tanks or building permits are not included and provided by others.  
Start-up labor is to be performed during normal business hours, Monday through Friday 7:30 am to 4:00 pm.  
Training is to be performed at the end of start-up. Additional trips or delays required or requested due to contractor delay and/or issues with equipment not provided from Ziegler Power Systems will be billed at published field service rates.

**Terms:**

- Extension of contract beyond term must be at the mutual agreement of the parties.
- Ziegler Inc. shall not be liable for consequential damages or damages beyond our control.
- This quotation is subject to availability at time of order
- Customer is responsible for adequate site conditions and security.
- Customer is responsible for scheduled maintenance and fuel costs.
- Customer must provide adequate insurance to cover equipment damage or loss.
- Price(s) include state or local sales and/or use taxes.
- Quotation is valid for 30 days.

***BILL OF MATERIAL***  
***EPG0122402***

The prices quoted are current and are subject to change to those in effect at the time of shipment. Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Copies of the warranties applicable to this purchase are attached hereto, and the purchaser by signing this order acknowledges receipt of the Caterpillar warranties on Forms.

The Purchaser agrees to pay any and all taxes, assessments, licenses, and government charges of every kind and nature whatsoever upon said equipment which may be imposed or assessed against or resulting to the Seller on account of the possession or use of said equipment by Purchaser. All provisions hereof are contingent upon government restrictions, strikes, and accidents, delays of carrier and other delays unavoidable and beyond Seller's control.

It is intended and understood that title and ownership of said equipment is and shall remain vested in the Seller, notwithstanding delivery or possession, until the entire price is paid in full.

February 20, 2024

**SUBJECT: ADMINISTRATION – MUNICIPAL CONSENT FOR I-94 GAP PROJECT**

**RECOMMENDATION:** It is respectfully requested that the Mayor and City Council consider the following:

**MOTION TO:** Adopt Resolution No. 2024-11 for layout approval for State Project 8680-189 for Interstate Highway 94.

**BACKGROUND:** MnDOT would like to move forward with the completion of the I-94 Gap project which would expand the freeway to 3 lanes from Monticello to Albertville. The City's approval for the project is required due to the increase in highway traffic capacity of I-94. Per Statute, the City held a public hearing at its December 11, 2023, Council meeting on the final project layout. MnDOT representatives presented the project layout and answered questions. At the Council meeting, the City Council expressed concerns with the proposed project and issues with the previous I-94 project. The Council's consensus was to postpone the municipal consent decision to give the City additional time to work with the MnDOT on their concerns.

Following the public hearing, the City sent MnDOT a letter dated December 19, 2023, outlining the City's concerns with the proposed project layout. Over the past few weeks, the Mayor and City staff have had several discussions with MnDOT representatives. MnDOT has responded with the attached letter from the Commissioner of Transportation dated February 8, 2024

**KEY ISSUES:**

- The City held a Public Hearing on the final layout of the I-94 Gap project at which the Albertville City Council expressed concerns of the project.
- The City letter dated December 9, 2023 outlines the City's concerns with the project.
- MnDOT Commissioner's letter dated February 8, 2024 is in response to the City's letter.

**FINANCIAL CONSIDERATION:** Per the Good Faith Estimate of cost, the City's responsibility for the I-94 Gap project will be approximately \$21,450 for trail improvements, if desired by the City.

**LEGAL CONSIDERATIONS:** The Mayor and City Council have the authority to approve the municipal consent of the project.

**Submitted Through:** Adam Nafstad, City Administrator-PWD

**Attached:**

- February 8, 2024 MnDOT Letter
- Resolution No. 2024-11

February 8, 2024

Mr. Adam Nafstad  
City Administrator  
City of Albertville  
5959 Main Avenue  
Post Office Box 9  
Albertville, MN 55301

**Re: Municipal Consent for S.P. 8680-189, I-94 Expansion (“Gap”) Project**

Dear Mr. Nafstad,

The 2023 legislative session approved \$78,000,000 for the I-94 expansion project from Albertville to Monticello (I-94 Gap project). Combined with other funds MnDOT had allocated for I-94, the project is fully funded and ready to begin construction this summer. This project will help economic growth, reduce congestion, and improve safety along this vital transportation corridor. MnDOT is excited to provide these benefits to the users of I-94 and surrounding communities.

Prior to awarding this construction contract, MnDOT is seeking municipal consent from the City of Albertville. Following the municipal consent hearing, the city requested several modifications to the project in a letter dated December 19, 2023. MnDOT is committed to working cooperatively with the city to deliver this project. In response to your letter, listed below are several items to which MnDOT will commit if municipal consent is granted for the project to move forward.

**Westbound Collector-Distributor (WB C-D) Road.**

- MnDOT will construct the bridge on westbound I-94 over County State Aid Highway (CSAH) 19 as part of the I-94 Gap project to accommodate either a future WB C-D road or acceleration lane for a slip-ramp off the existing C-D road. The bridge construction will be added to the I-94 Gap construction project at the time of bidding this spring or through a change order to the construction contract.
- There is currently no funding for the WB C-D road. MnDOT will work with the city and local partners on cost sharing and identify potential funding sources.
- Prior to construction of the full WB C-D Road, federal approval of an updated Interstate Access Modification Request (IAMR), environmental approvals, design and construction plans are needed. MnDOT is committed to working with all our partners to complete these tasks.

**Right Turn Lane at Northbound CSAH 19 to Eastbound C-D Road.**

- CSAH 19 is under the jurisdiction of Wright County who is responsible for the costs of any improvements. MnDOT has consulted with Wright County who concurs with the proposed design.

**Emergency Vehicle Turnarounds between Albertville and Monticello**

- The final design plans include concrete median openings that provide for emergency vehicle turnarounds at the three existing median crossing locations between eastern Monticello and CSAH 19 in Albertville.

**East-West Trail Connection Between CSAH 19 and 60<sup>th</sup> Street Northeast**

- MnDOT will remove this trail connection from the I-94 Gap project and cost participation exhibit.
- MnDOT will add to the I-94 Gap project a north-south trail connection between the I-94 ramps on the east side of CSAH 19. The cost participation exhibit will be updated to show the city paying for the construction costs and performing future maintenance of the trail.

We hope the above items address your concerns and the City of Albertville will provide municipal consent. Keeping this project on schedule for construction this summer will help provide the much-needed benefits to this corridor. MnDOT is hoping to avoid delaying the project and incurring additional inflation costs. Funding for inflation and additions to the scope of work beyond the commitments noted above is not secured, and these challenges have the potential to further delay the construction of this project.

Sincerely,



Nancy Daubenberger, P.E.

Commissioner of Transportation

CC: Jay Hietpas, MnDOT Assistant Commissioner of Operations

Michael Ginnaty, MnDOT District Engineer (Baxter)

*Equal Opportunity Employer*

**CITY OF ALBERTVILLE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**RESOLUTION NO. 2024-11**

**RESOLUTION FOR LAYOUT APPROVAL FOR STATE PROJECT 8680-189  
FOR INTERSTATE HIGHWAY 94**

At a Meeting of the City Council of the City of Albertville, held on the 20<sup>th</sup> day of February, 2024, the following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_ to wit:

**WHEREAS**, the Commissioner of Transportation has prepared a final layout for State Project 8680-189 on Interstate Highway 94, from 0.4 mile west of the Junction of I-94 and TH 25 in Monticello to 0.4 mile east of CSAH 37 in Albertville within the City of Albertville for roadway expansion and reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167; and

**WHEREAS**, said final layout is on file in the District 3 Minnesota Department of Transportation office, Baxter, Minnesota, being marked as Layout No. 1B, S.P. 8680-189, from R.P. 193+00.000 to 202+00.528; and

**WHEREAS**, the City of Albertville will be responsible for the construction cost to install a multiuse trail on the east side of Labeaux Avenue running between the interstate ramps and for future routine maintenance associated with the multiuse trail; and

**WHEREAS**, the City of Albertville provided comments to the Minnesota Department of Transportation concerning the project in a letter dated December 19, 2023, and the Minnesota Department of Transportation Commissioner responded in a letter dated February 8, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that said final layout for the improvement of said Interstate Highway within the corporate limits be and is hereby approved.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

**Adopted by the City Council of the City of Albertville this 20<sup>th</sup> day of February 24.**

\_\_\_\_\_  
Jillian Hendrickson, Mayor

ATTEST:

\_\_\_\_\_  
Kristine A. Luedke, City Clerk



State of Minnesota  
County of Wright  
City of Albertville

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of Albertville, Minnesota at a duly authorized meeting thereof held on the 20<sup>th</sup> day of February, 2024, as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
Kristine A. Luedke, City Clerk

(SEAL)

## GENERAL ADMINISTRATION

**Fire Service Awards:** The AFD has scheduled their Annual Holiday Celebration for February 17 at the Albertville Fire Hall (5 pm- Social Hour, 6 pm Dinner).

**Absentee Voting:** Absentee voting for the March 5 Presidential Nominating Primary (PNP) continues through March 4. The Albertville City Hall is open 7 am to 5:30 pm Monday through Thursday for in-person voting and will be open on Saturday, March 2 from 9 am to 3 pm. Direct Balloting begins on Tuesday, February 20 which allows the absentee voter to place their voted ballot directly into the ballot counter instead of a series of envelopes for later processing.

**Spring Newsletter:** The Spring newsletter should hit resident's mailbox by the end of February.

**City's Domain Change:** City staff is in the process of converting the City's domain address from ci.albertville.mn.us to .gov. Council and City staff's new email addresses have been set up and are running simultaneously with the previous email addresses. Staff is also working with Granicus to update the City's website domain. The anticipated time frame for completion of the project is mid-March.

**Code/Zoning Enforcement:** The code enforcement regarding illegal land use on Potter's property located at the southwest corner of 60<sup>th</sup> Street NE and Mackenzie Avenue has been turned over to the City Attorney.

**Parks Committee Vacancy:** The Parks Committee has a vacancy due to a recent resignation. The vacancy has been posted on the City's website and Facebook page.

**Park Grant Application:** Included on the consent agenda is a resolution for the City to apply for a park grant through the MN DNR. Staff is working on a grant application for Central Park improvements. The pre-grant application is due by the end of February.

**MPCA MS4 Compliance Audit:** We have been notified by the MPCA the City has been selected for a routine audit. Over the next week, staff will be submitting requested MS4 documentation for the MPCA's review, which will be followed in-person audit interviews in mid-March.

## ENGINEERING/PUBLIC WORKS

**I-94 Gap Project:** Consideration of municipal consent is on Tuesday's agenda. Included in the packet is the MnDOT's response to the City's concerns. For the meeting, I also anticipate on having a letter from MnDOT regarding options for the pond property.

**53<sup>rd</sup> Street and CSAH 19 Signal:** With the exception of final restoration and painting, the project is complete. Turf restoration and cross walk striping will be completed in the spring.

**Tree Trimming and Pond Maintenance:** Public works is taking advantage of the warm weather and has been trimming trees and performing pond and ditch maintenance.

**WWTF Improvements:** The project is progressing well. The building is fully enclosed and various trades and subcontractors will be working inside throughout the winter months.

**Generator Improvements:** Staff is working on procurement of the two generators, as well as a trailer mounted generator.

**Lift Station Upgrades:** Public Works is working on 4 lift station upgrades. Generally, upgrades are related to control panels and electrical components. Eligible expenses can be paid with ARPA funds otherwise are paid with enterprise capital reserves.

**2024 Street Projects:** We are scheduled to receive bids by late March. This year's street improvements will likely be separated into two projects. One project will be specific to commercial concrete apron replacements, the other project specific to mill and overlay.

**Upcoming events:**

- February 17 – Albertville Fire Department Annual Retirement Celebration, 5 pm at the Fire Hall.