



City of Albertville Council Agenda

Monday, April 15, 2024

City Council Chambers

7 pm

6:15 pm – Local Board of Appeal and Equalization

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

A. Recognize Mike Jenkins on his Retirement 23 year

B. 2023 Financial Statement Audit Presentation – ABDO, Tyler See

(Motion to adopt the draft 2023 audit report as presented.)

4-23

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 April 1, 2024, regular City Council Meeting minutes as presented. 24-26
- B.** Authorize the Monday, April 15, 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. 27
- C.** Accounts Receivable Report 28-29
- D.** 1st Quarter Budget to Actual 30-32
- E.** Adopt Resolution No. 2024-14 authorizing and documenting Inter-Fund Loans to Fund Negative Fund balances. 33-35
- F.** Adopt Resolution No. 2024-15 authorizing the Transfer of Funds. 36-37
- G.** Approve On-sale Temporary Liquor License for Church of St. Albert’s fundraiser events located at St. Albert Parish Center, 11458 57th Street NE on June 7 and June 8, 2024. 38
- H.** Approve Driveway Replacement Contract for property owner Paul & Hillary Gonsior located at 6508 West Laketowne Drive NE Albertville, MN 55301 – PID 101-083-004040. 39-40
- I.** Approve Payment Application No. 12 to Gridor Construction in the amount of \$658,827 for Wastewater System Improvements.
- J.** Approve Final Payment to Fehn Companies in the amount of \$4,265.13 for the 50th Street Retaining Wall Improvements.

Public Hearing – None

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

Department Business

A. City Council

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

B. Building – None

C. City Clerk – None

D. Finance

1. 10% Annual Gambling Contribution Discussion 41-42

E. Fire

1. Fire Contract Discussion – Tabled from April 1, 2024, Council Meeting

F. Planning and Zoning

1. Everbrooke Daycare Subdivision and PUD/CUP for a Commercial Daycare 43-64
(*Motion to adopt Resolution No. 2024-16 addressing the development applications for Everbrooke Daycare to allow for the construction of a 11,500+ sq. ft. commercial daycare on lot 2 and 3, block 1 Shoppes at Towne Lakes Two in the City of Albertville.*)

G. Public Works/Engineering

1. Approve Purchase of Kubota Utility Tractor 65-66
(*Motion to approve purchase of a Kubota LX3520HSDC Utility tractor, 51" snow blower, 72" plow blade and a broadcast fertilizer spreader for \$42,645.05.*)

2. Approve Purchase of Fiberglass Service Body 67-70
(*Motion to approve purchase of a Brand FX Fiberglass Service Body from ABM Equipment for \$24,698. State Bid Contract # 224090.*)

3. 2024 Street Improvements 71-74
(*Motion to adopt Resolution No. 2024-17 accepting the Low Bid for 2024 Overlay Improvements project.*)

4. 2024 Concrete Improvements 75-78
(*Motion to accept Low Quote for 2024 Concrete Improvements submitted by Fehn Companies, Inc. in the amount of \$193,203.50.*)

H. Legal

Amendment to AVA Second Addition Developer's Agreement 79-99
(*Motion to approve the First Amendment to AVA Second Addition Developer's Agreement and authorizing City staff to fill in the required letter of credit amounts per the City Engineer's recommendations.*)

I. Administration

1. City Administrator's Update

100-101

10. Announcements and/or Upcoming Meetings

April 22	Joint Power Water Board, 6 pm Parks Committee, 7 pm
April 29	Joint Governance Meeting, 6 pm (Albertville City Hall)
May 6	City Council, 7 pm
May 13	STMA Arena Board, 7 pm
May 14	Planning Commission, 7 pm
May 20	City Council, 7 pm

11. Adjournment



Lighting the path forward

DRAFT

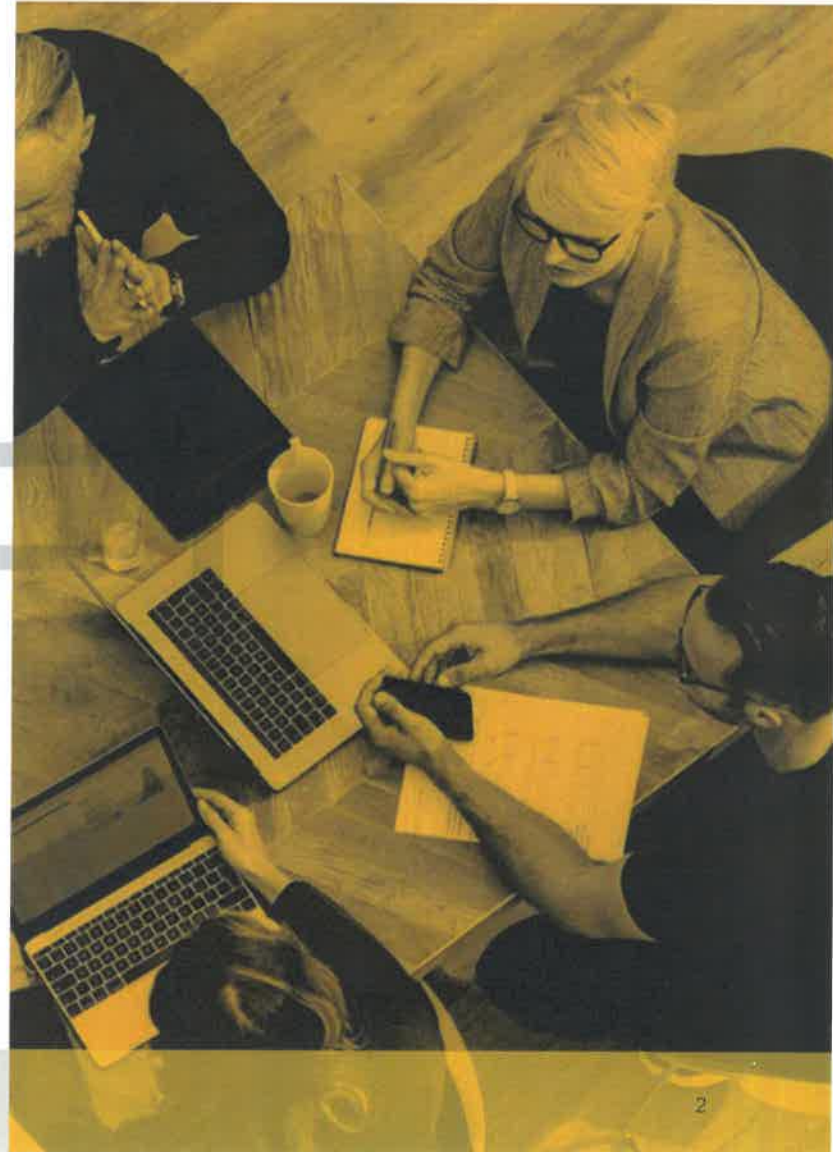
City of Albertville

2023 Financial Statement Audit

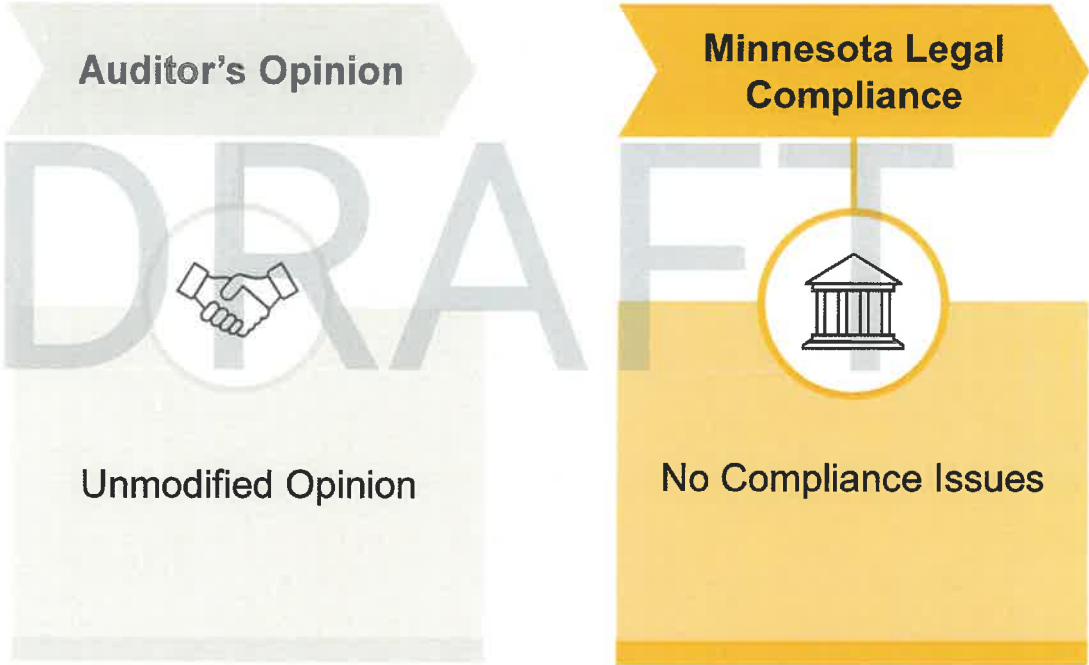


Introduction

- Audit Opinion and Responsibility
- General Fund Results
- Other Governmental Funds
- Enterprise Funds
- Key Performance Indicators



Audit Results



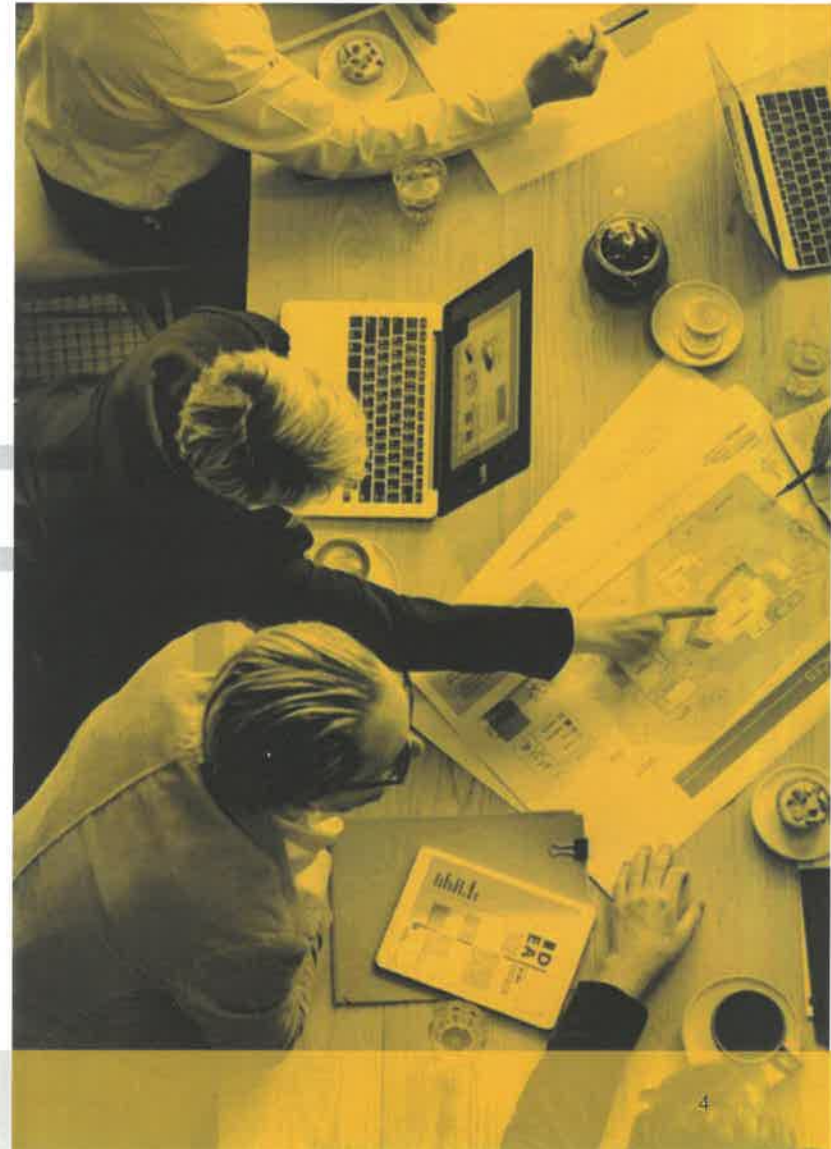
Audit Results

2023 Audit Findings

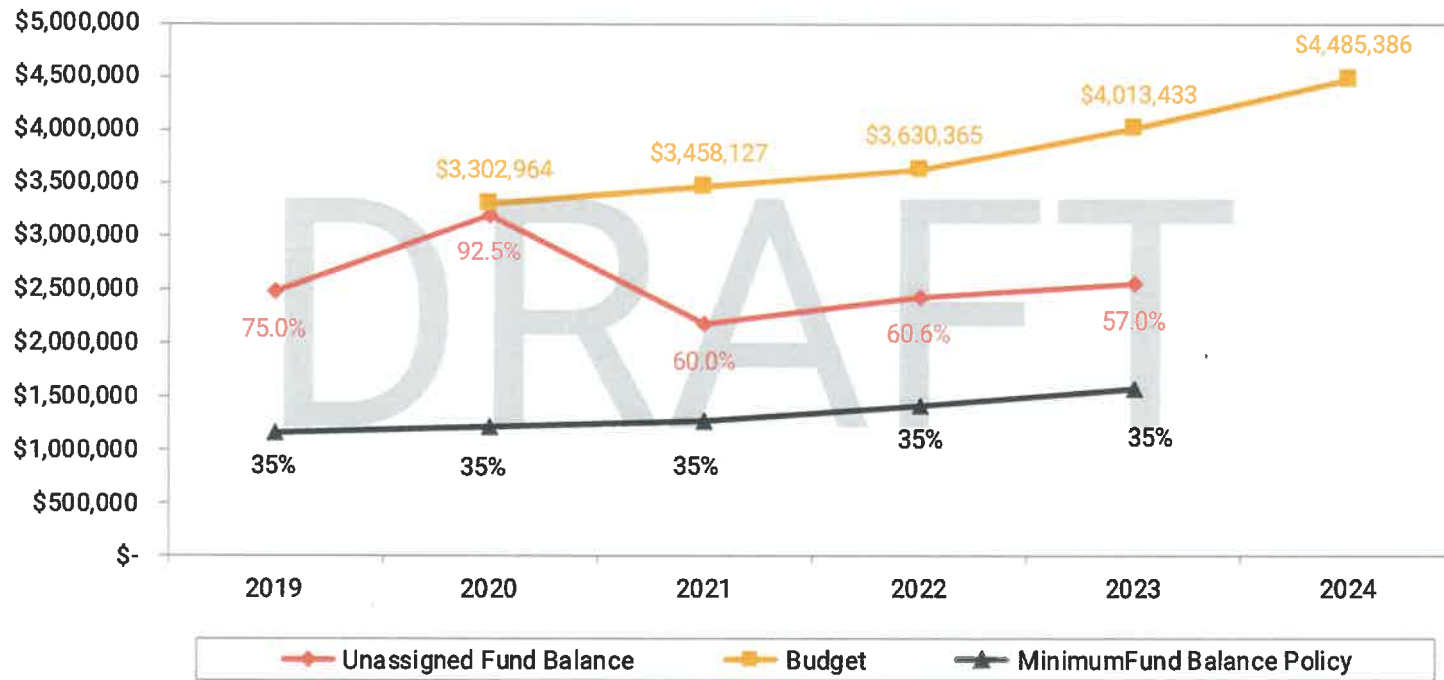
- Limited Segregation of Duties
 - Internal Control Finding

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Abdo



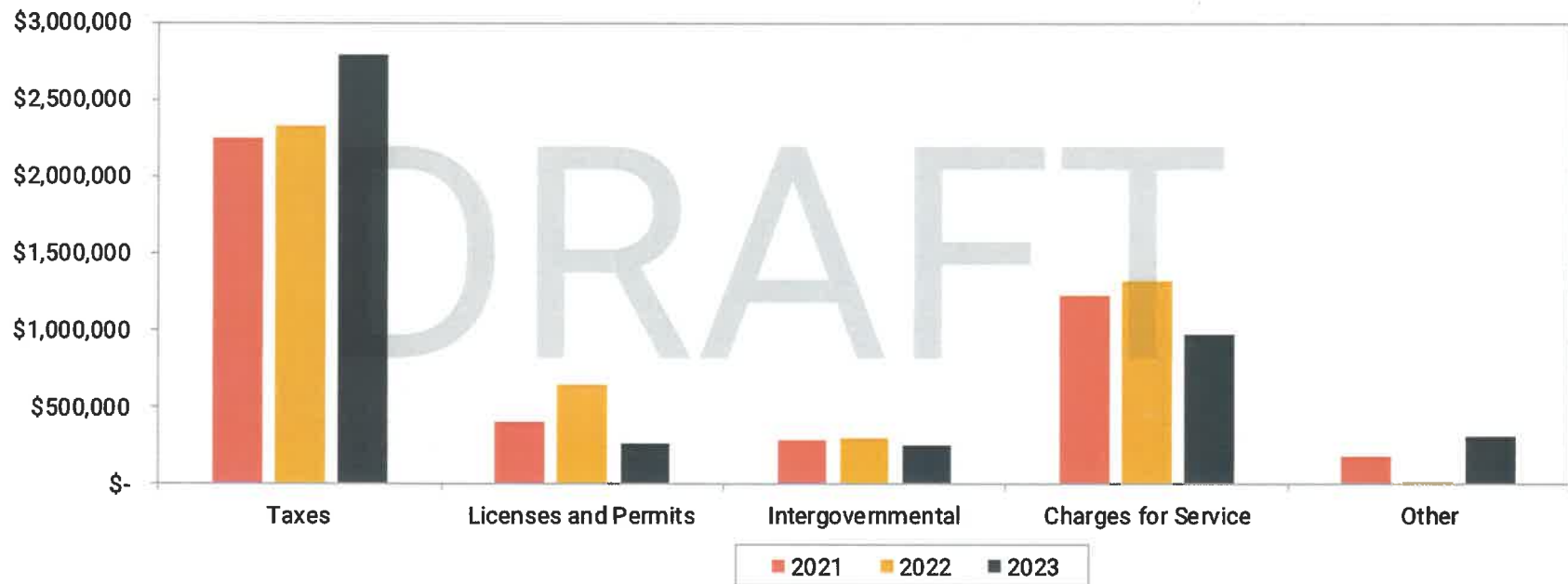
General Fund Fund Balances



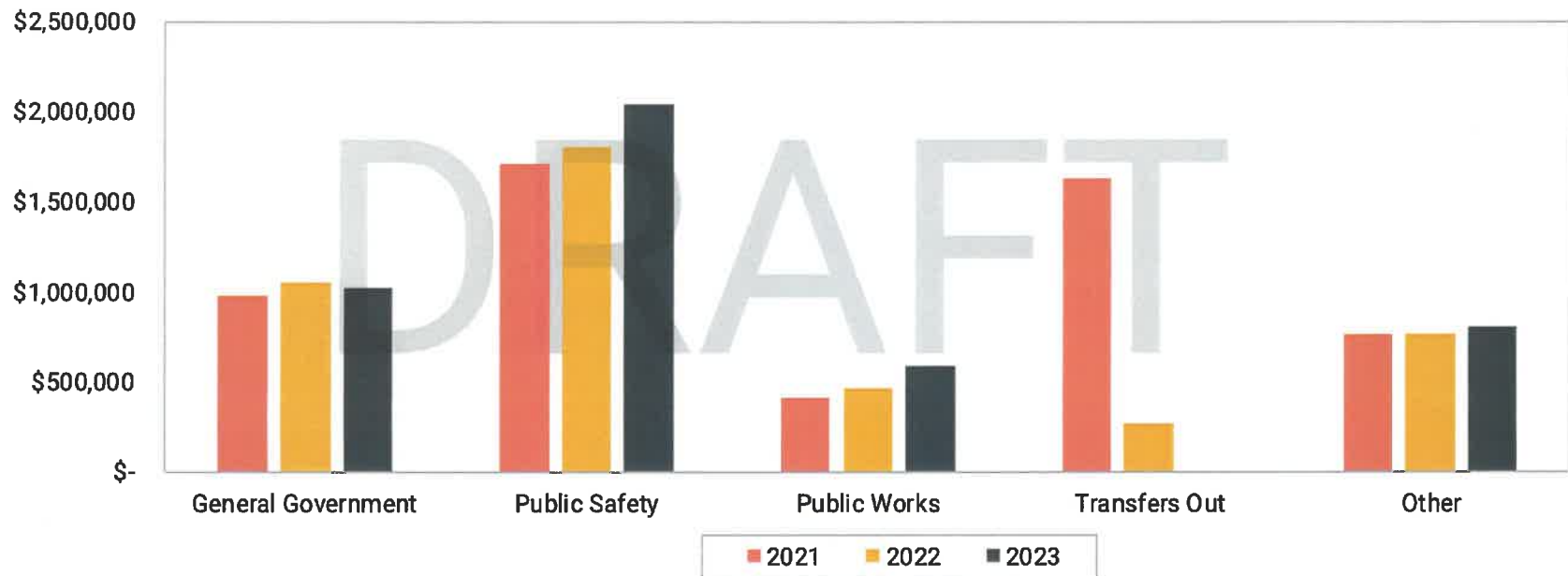
General Fund Budget to Actual

	Final Budget Amounts	Actual Amounts	Variance with Final Budget
Revenues	\$ 3,893,184	\$ 4,598,309	\$ 705,125
Expenditures	4,013,430	4,458,573	(445,143)
Net Change in Fund Balances	(120,246)	139,736	259,982
Fund Balances, January 1	2,592,935	2,592,935	-
Fund Balances, December 31	<u>\$ 2,472,689</u>	<u>\$ 2,732,671</u>	<u>\$ 259,982</u>

General Fund Revenues by Type



General Fund Expenditures by Type



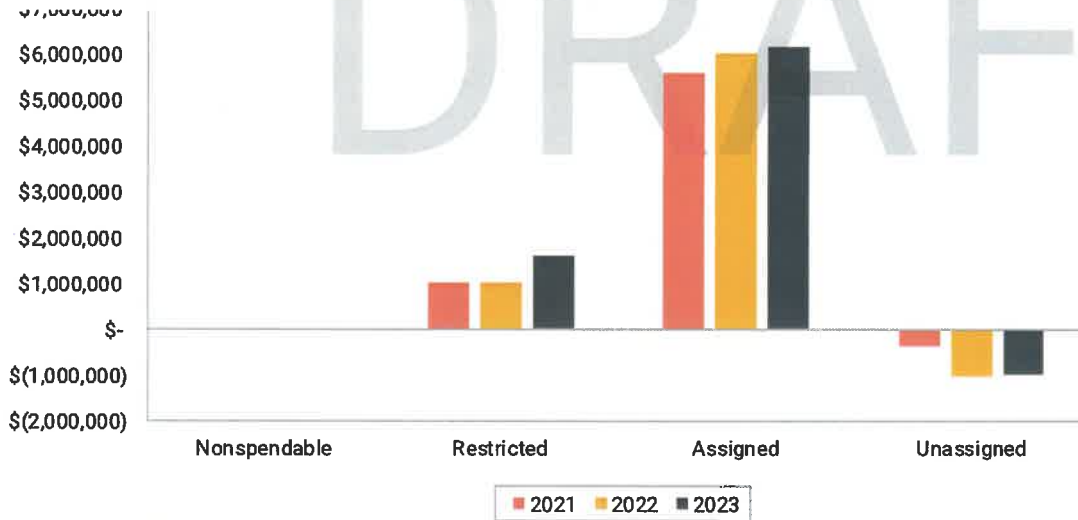
Special Revenue Fund Balances

Economic Development Loan and ARPA Funds

Fund	Fund Balances December 31,		Increase (Decrease)
	2023	2022	
Nonmajor			
ARPA Fund	\$ -	\$ (755)	\$ 755
Election Resources Fund	575	-	575
Economic Developer Loan Fund	158,747	151,451	7,296
Total	\$ 159,322	\$ 150,696	\$ 8,626



Fund	Fund Balances December 31,		Increase (Decrease)
	2023	2022	
Major			
Capital Outlay Reserve	\$ 6,547,132	\$ 6,062,374	\$ 484,758
Nonmajor			
Park Fund	969,612	893,527	76,085
TIF #7 Senior Housing	86,030	62,323	23,707
TIF #12 Schultz & Schupp	(214)	-	(214)
TIF #15 Guardian Angels	79,610	69,881	9,729
TIF #16 Mold Tech	2,395	884	1,511
TIF #17 Old Castle	(279,602)	(315,025)	35,423
TIF #18 AVA	125,168	-	125,168
TIF #19 Fehn	(214)	-	(214)
TIF #20 Scherer Brothers	(719,160)	(717,718)	(1,442)
Total	\$ 6,810,757	\$ 6,056,246	\$ 754,511

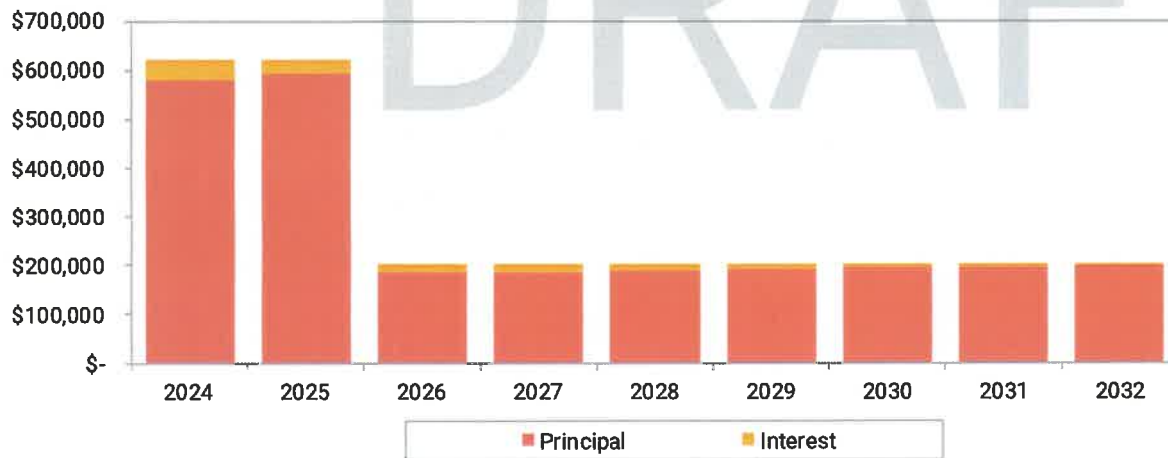


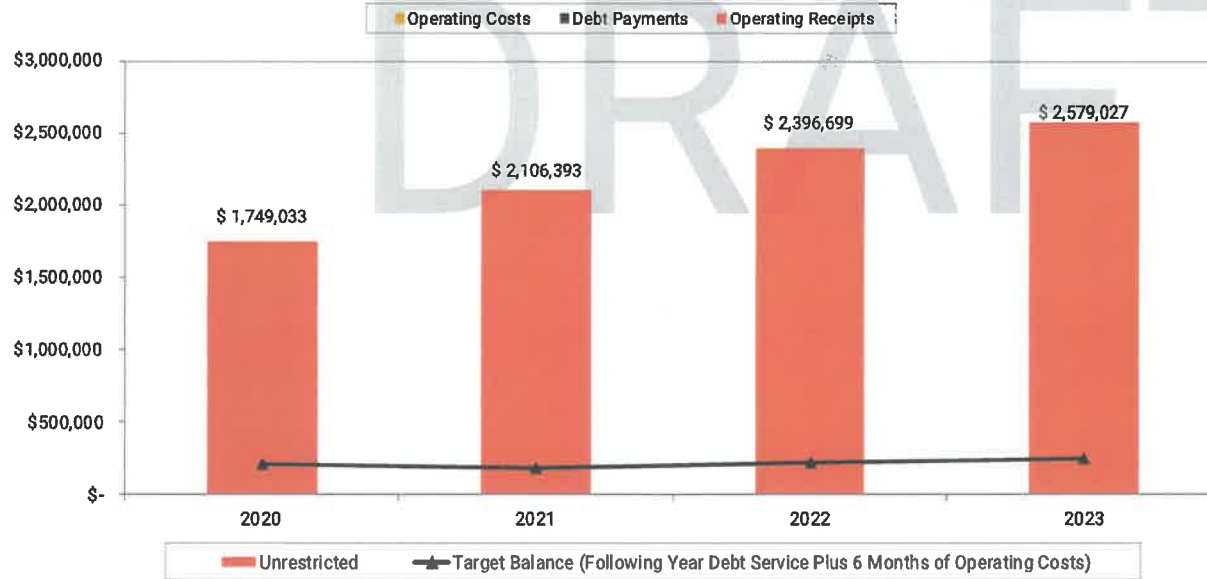
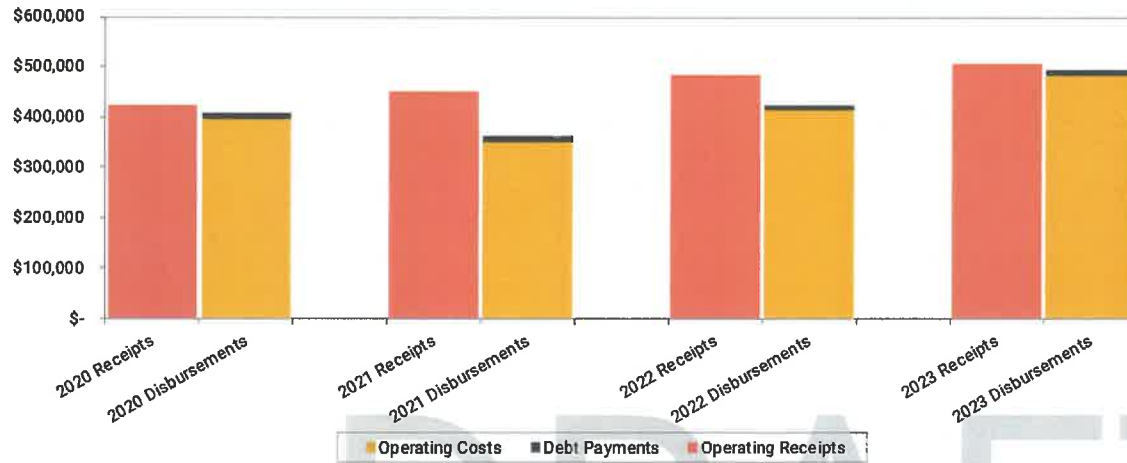
Capital Projects Fund Balances

Debt Service Funds

Debt Description	December 31, 2023			Maturity
	Total Cash	Total Assets	Remaining Bonds	
Major				
2003A G.O. Improvement	\$ 67,109	\$ 992,616	\$ -	matured
2011C G.O. CIP Refunding	237,197	237,197	305,000	2025
2012B G.O. CIP Refunding	21,373	21,373	505,000	2025
CSAH 19 2012A G.O. Improvement Refunding	68,761	68,761	-	matured
Lachman 2012A G.O. Improvement Refunding	185,731	185,731	-	matured
Industrial 2012A G.O. Improvement Refunding	411,923	1,113,236	-	matured
Interstate 94	304,581	1,269,586	1,710,000	2032
Total	\$ 1,296,675	\$ 3,888,500	\$ 2,520,000	
		Total Remaining Interest Payments	\$ 138,808	

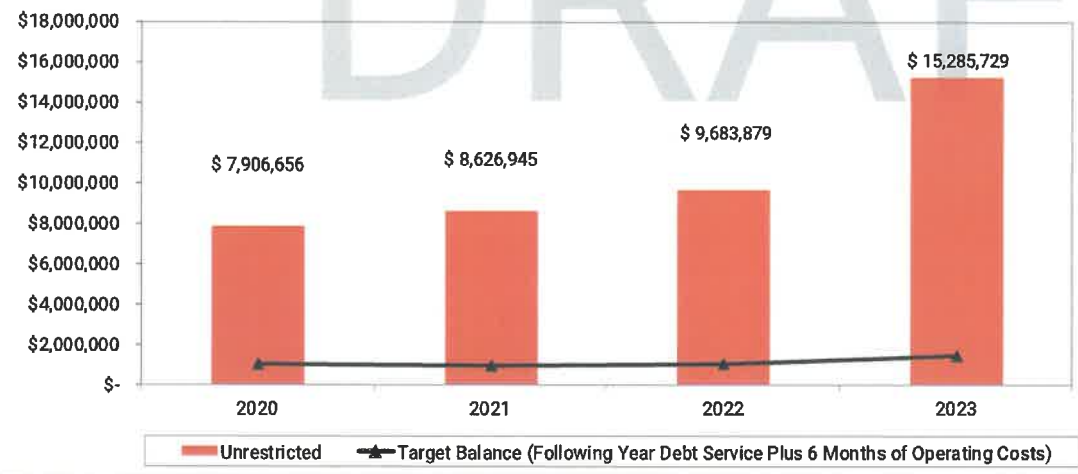
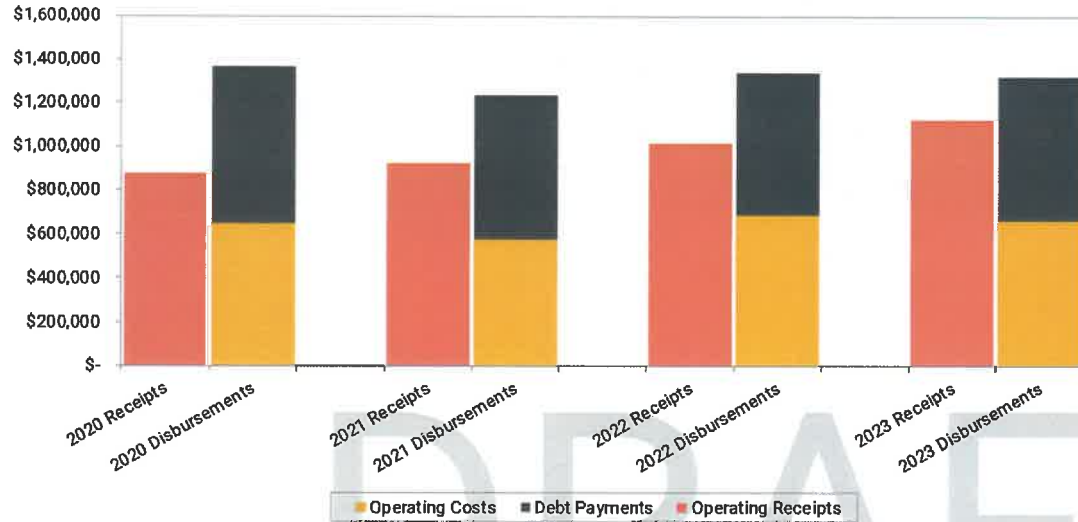
Scheduled Governmental Debt Service for the Next Ten Years





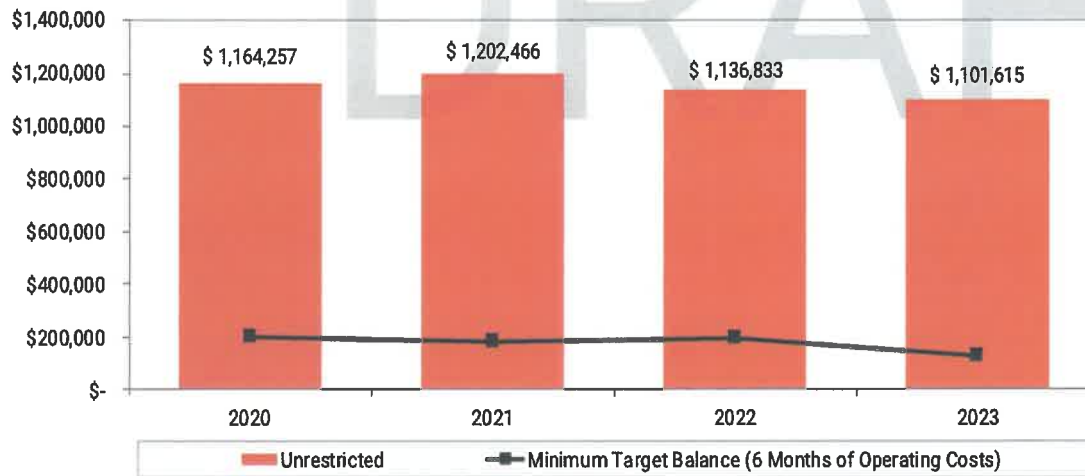
Water Fund

Cash Flows from Operations and Cash Balances



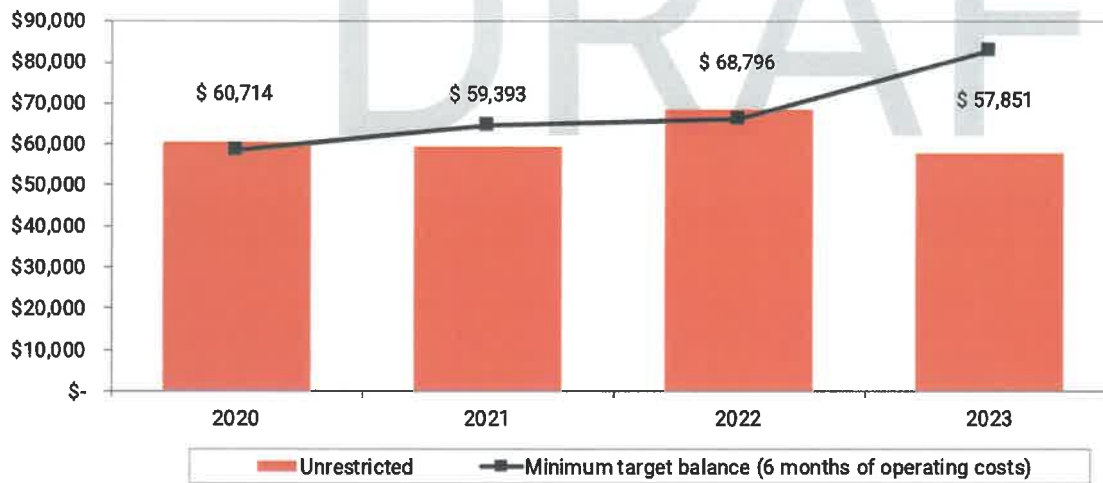
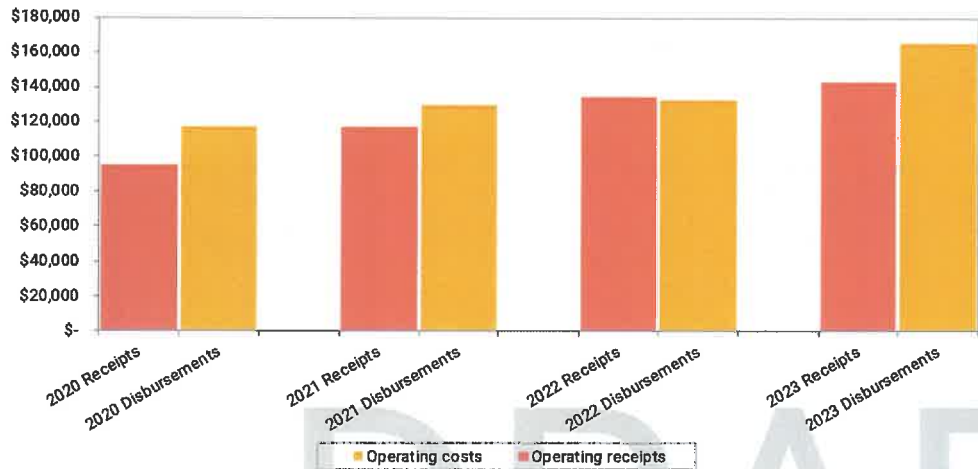
Sewer Fund

Cash Flows from Operations and Cash Balances



Storm Water Fund

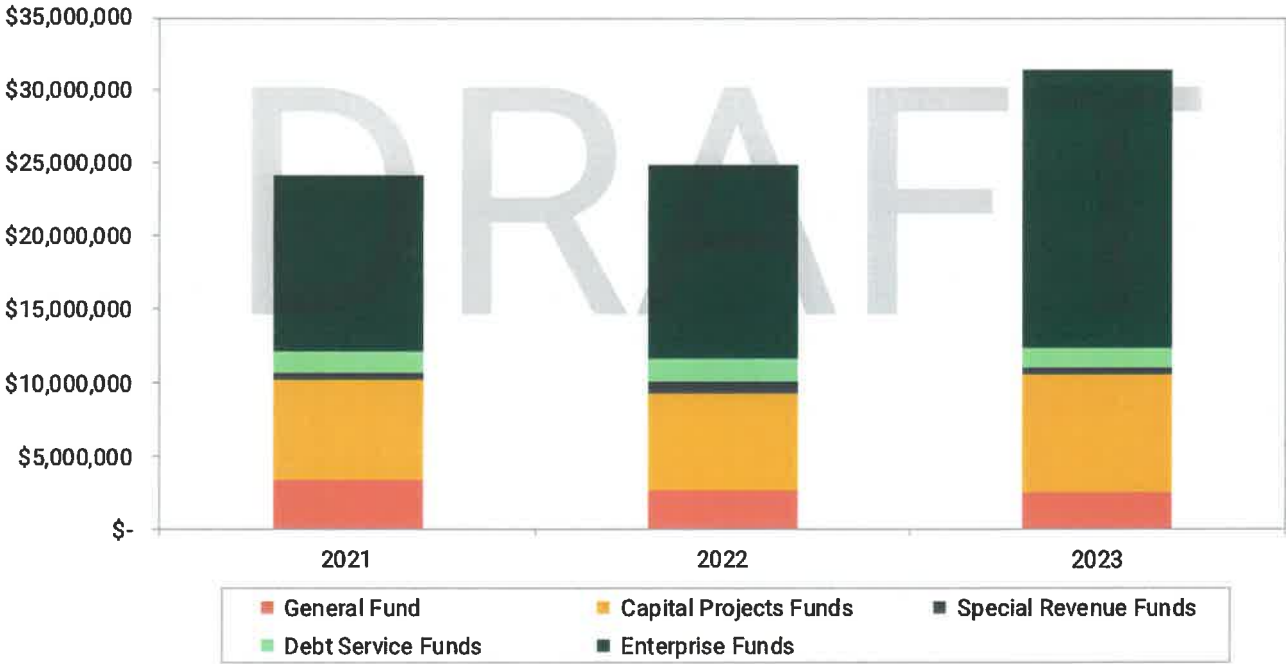
Cash Flows from Operations and Cash Balances



Recycling Fund

Cash Flows from Operations and Cash Balances

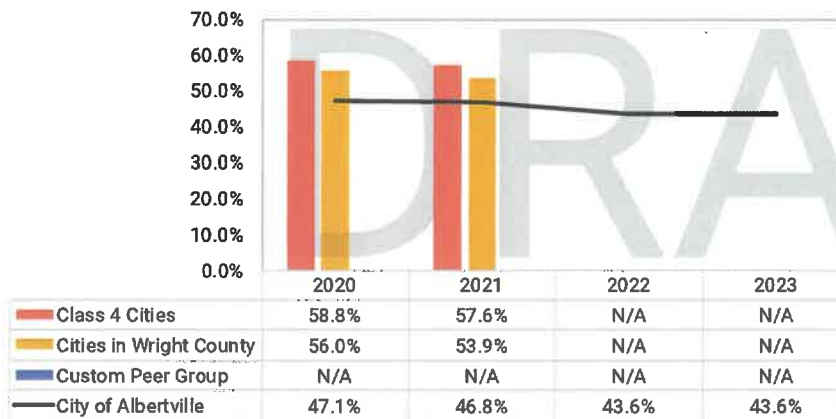
Cash and Investments Balances by Fund Type



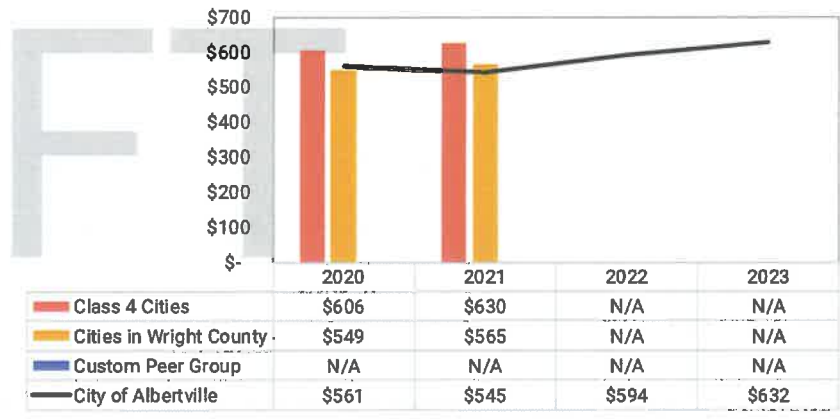
Taxes

Key Performance Indicators

Tax Rates



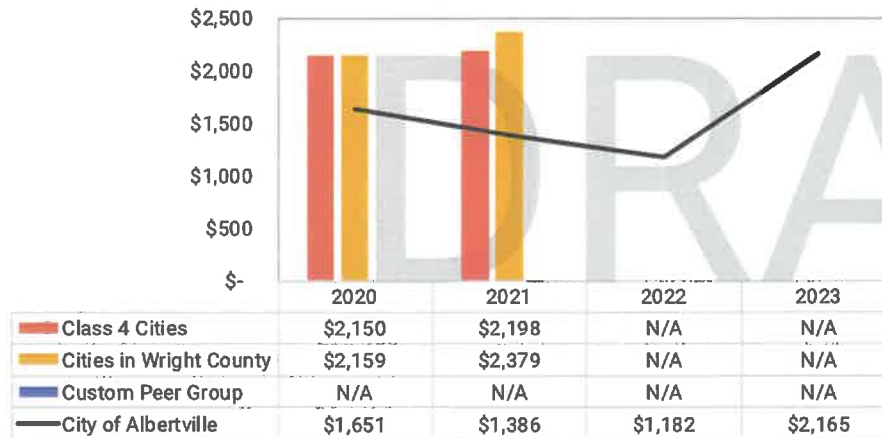
Taxes Per Capita



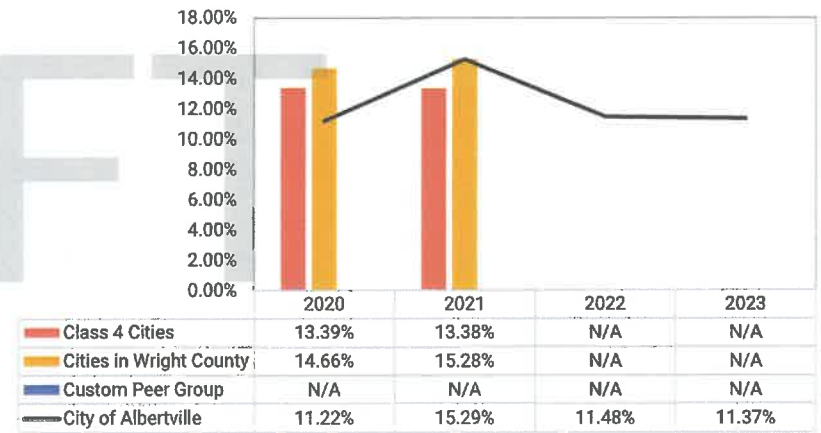
Debt

Key Performance Indicators

Debt Per Capita



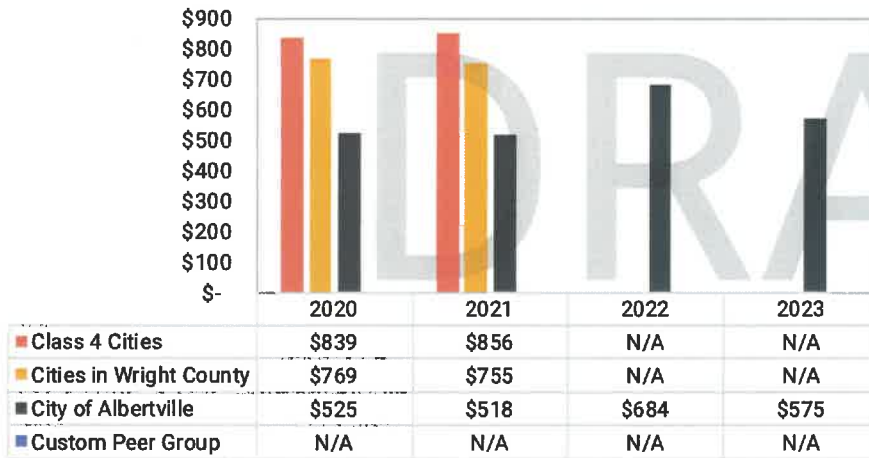
Debt Service Expenditures as a Percent of Total Expenditures



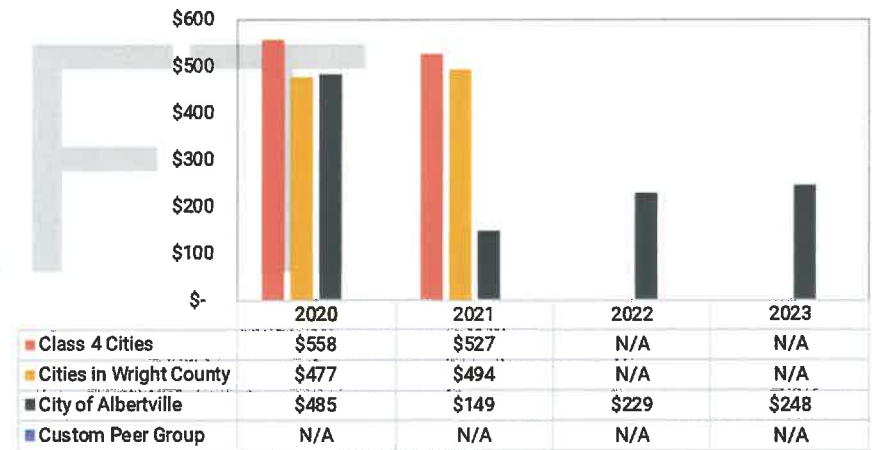
Expenditures

Key Performance Indicators

Current Expenditures Per Capita



Capital Expenditures Per Capita



Your Abdo Team



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ALBERTVILLE CITY COUNCIL

DRAFT REGULAR MEETING MINUTES

April 1, 2024 – 7 pm
Council Chambers
Albertville City Hall

1. Call to Order

Acting Mayor Olson called the meeting to order at 7 pm.

2. Pledge of Allegiance – Roll Call

Present: Acting Mayor Olson, Councilmembers Cocking and Zagorski.

Absent: Mayor Hendrickson and Councilmember Hayden

Staff Present: City Administrator Nafstad, City Attorney Couri, and City Clerk Luedke.

3. Recognitions – Presentations – Introductions – None

4. Public Forum

There was no one present for the public forum.

5. Amendments to the Agenda

City Administrator Nafstad requested to table item 9E1. Fire Contract Discussion to the next Council meeting.

MOTION made by Councilmember Zagorski, seconded by Councilmember Cocking to approve the April 1, 2024, agenda as amended. Ayes: Cocking, Olson and Zagorski. Nays: None. Absent: Hendrickson and Hayden. 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 March 18, 2024, regular City Council Meeting minutes as presented.
- B. Authorize the Monday, April 1, 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.

MOTION made by Councilmember Cocking, seconded by Councilmember Zagorski to approve the April 1, 2024, consent agenda as submitted. Ayes: Cocking, Olson and Zagorski. Nays: None. Absent: Hendrickson and Hayden. 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 provided an update from the last City Council meeting regarding incidents that occurred in the City of Albertville.

9. Department Business

A. City Council

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

Councilmember Zagorski provided an update from the Joint Powers Water Board meeting which included an overview of the annual audit that was presented by Abdo. He also reported on a possible future expansion project that may be needed at the water treatment facility due to increase in water usage.

B. Building – None

C. City Clerk – None

D. Finance – None

E. Fire

1. Fire Contract Discussion

This item was tabled until the next Council meeting scheduled for April 15, 2024.

F. Planning and Zoning – None

G. Public Works/Engineering

1. 2024 Street Overlay Project Presentation of Bids

City Administrator Nafstad provided information on the upcoming street overlay project and stated no action was required at this time. He reported the bids were opened last week and the low bidder was Omann Brothers. He said he would bring further information back to the next Council meeting scheduled for April 15 and answered questions from Council.

2. 2024 Concrete Improvement Presentation of Quotes

City Administrator Nafstad reported the quotes for the concrete improvement project were opened last week and stated no action was required at this time. He said the City received quotes from two vendors and Fehn Company submitted the low quote. He stated he planned to have the concrete work completed before Friendly City days and said he would bring additional information back to the next Council meeting scheduled for April 15.

H. Legal – None

I. Administration

1. City Administrator's Update

City Administrator Nafstad said this item was not listed on the agenda but reported earlier in the year, the City had submitted a grant application for a local road improvement project grant and had just been notified that Albertville received 1.5 million dollars for the Main Avenue project. He

reported originally the project was scheduled for 2026 or 2027 but due to the grant money the project may need to be accelerated. He answered questions from Council regarding the overall project which is estimated to be 5 million dollars which would include reconstruction of the underground water and sewer infrastructure. Administrator Nafstad also answered questions from Council regarding financing the project and the length of the construction time.

City Administrator Nafstad also provided an update on the County Road 137 project and stated the proposed three-quarter access at 60th Street and Lymon Avenue was now being proposed as a full access roundabout. He answered questions from Council regarding the project, the City's cost participation and said the project would be good for the pedestrian crossing. The Council discussed the project and the proposed layout.

City Attorney Couri answered questions from Council regarding the status of the zoning enforcement issues for Potter's property. He provided an update on the nuisance violation and reported he was working on it. City Administrator Nafstad answered questions from Council regarding past wetland issues.

10. Announcements and/or Upcoming Meetings

April 8	STMA Arena Board, 6 pm
April 9	Planning Commission, 7 pm
April 15	City Council, 7 pm
April 22	Joint Powers Water Board, 6 pm Parks Committee
April 29	Joint Governance Meeting, 6 pm (Albertville City Hall)
May 6	City Council, 7 pm

11. Adjournment

MOTION made by Councilmember Cocking, second by Councilmember Zagorski to adjourn the meeting at 7:30 pm. Ayes: Ayes: Cocking, Olson and Zagorski. Nays: None. Absent: Hendrickson and Hayden. The motion carried.

Respectfully submitted,

Kristine A. Luedke, City Clerk

April 15, 2024

SUBJECT: CONSENT – FINANCE – PAYMENT OF BILLS

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

MOTION TO: Authorize the Monday, April 15, 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)

April 15, 2024

SUBJECT: CONSENT – FINANCE – ACCOUNTS RECEIVABLE REPORT

ACCOUNTS RECEIVABLE: Total accounts receivable outstanding through April 10, 2024, is \$37,555.57.

The percentage of the total due based on the aging report is as follows:

0-30 days outstanding	\$21,559.84	57.41%
30-60 days outstanding	\$ 6,838.24	18.21%
60-90 days outstanding	\$ 353.78	0.94%
Over 90 days outstanding	\$ 8,803.21	23.44%

PRACTICES/POLICY CONSIDERATIONS: The Mayor and Council review quarterly financial reports.

FINANCIAL CONSIDERATIONS: There are no financial considerations at this time.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to review and direct staff to take action regarding all financial matters. Receivables 60 days or more will be considered for assessment in November.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

- Accounts Receivable Report

Vendor	Amount Due	0-30 Days	30-60 days	60-90 days	90 days & Over
CBS Outdoor	\$150.00	\$150.00			
Classic Construction	\$1,691.93	\$13.67	\$13.67	\$13.67	\$1,650.92
Darkenwald Corporation	\$75.00	\$75.00			
District 5 Hockey	\$5,290.00		\$5,290.00		
Franklin Outdoor Advertising	\$1,575.00	\$1,575.00			
FYCC	\$150.85	\$150.85			
Hockey Finder	\$1,975.70	\$1,975.70			
Thomas Houck	\$75.00	\$75.00			
HSB Ventures	\$279.64	\$2.24	\$2.24	\$2.24	\$272.92
ISD #885	\$3,335.00	\$3,335.00			
JKZ Holding, LLC	\$677.41	\$677.41			
Lamar Companies	\$150.00	\$150.00			
Chuck Maeyaert	\$1,025.00	\$57.00		\$322.50	\$645.00
Midwest Hockey Program	\$1,481.78	\$1,481.78			
MN Hockey Tier 1 League	\$5,340.00	\$5,340.00			
MN Lakers	\$1,481.78		\$1,481.78		
Gordon Mohrmann	\$205.01	\$1.67	\$1.67	\$1.67	\$200.00
Outlaws	\$3,065.56	\$3,065.56			
Phoenix Rentals IV LLC	\$127.89	\$127.89			
Schubert & Hoey Outdoor Advertising	\$75.00	\$75.00			
State of MN - Tax Forfeit	\$1,862.13	\$13.70	\$13.70	\$13.70	\$1,821.03
STMA United Soccer	\$3,107.19	\$3,107.19			
Supreme Outdoor Advertising	\$75.00	\$75.00			
Wright County Highway Dept	\$4,283.70	\$35.18	\$35.18		\$4,213.34
Total	\$37,555.57	\$21,559.84	\$6,838.24	\$353.78	\$8,803.21
Current 0-30 days		\$21,559.84	57.41%		
30-60 days		\$6,838.24	18.21%		
60-90 days		\$353.78	0.94%		
over 90 day		\$8,803.21	23.44%		

April 15, 2024

SUBJECT: CONSENT – FINANCE – 1st QUARTER BUDGET TO ACTUAL REPORT – UN-AUDITED

1st QUARTER BUDGET TO ACTUAL: Attached are the 1st Quarter 2024 un-audited General Fund summaries of revenues and expenditures. Revenues are expected to be at 12.53%. Expenses are expected to be at 19.79%. This summary shows operating revenues are at 9.64% and operating expenses are at 20.91%.

VARIANCES:

Revenue:

- Liquor Licenses - renewal due April
- Rental Licenses – renewal due April
- Fire Protection Contract Charges – 1st half 2024

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

- 2024 Budget to Actual

**2024 Council Update
 General Fund Operations**

General Fund Revenue:		2024 Budget	2024 Actual 03/31/24	Ytd % Budget
31010	Current Ad Valorem Taxes	\$ 2,744,776	\$ -	0.00%
32000	Licenses & Permits	\$ 30,500	\$ 18,375.00	60.25%
32110	Liquor Licenses	\$ 30,000	\$ 29,510.00	98.37%
32150	Sign Permits	\$ 2,500	\$ -	0.00%
32210	Building Permits	\$ 200,000	\$ 21,105.30	10.55%
33401	LGA Revenue expected	\$ 258,858	\$ -	0.00%
33405	Police Aid	\$ 48,000	\$ -	0.00%
33423	Municipal Maintenance	\$ 11,535	\$ 5,767.50	50.00%
34000	Charges for Services	\$ 18,000	\$ -	0.00%
34001	Administrative Fee	\$ 1,500	\$ -	0.00%
34005	Engineering As Built Fee	\$ 3,000	\$ 150.00	5.00%
34101	Leases - City Property	\$ 31,700	\$ 7,410.00	23.38%
34103	Zoning & Subdivision Fees	\$ 2,500	\$ 1,700.00	68.00%
34104	Plan Check Fee	\$ 80,000	\$ 5,900.62	7.38%
34107	Title Searches	\$ 2,500	\$ 625.00	25.00%
34112	Franchise Fee - Electric	\$ 130,000	\$ 1,674.15	1.29%
34113	Franchise Fee - Cable	\$ 60,000	\$ 13,550.71	22.58%
34114	Franchise Fee - Gas	\$ 190,000	\$ 21,307.76	11.21%
34202	Fire Protection Contract Charges	\$ 589,923	\$ 294,961.50	50.00%
34780	Rental Fees	\$ 15,000	\$ 4,022.64	26.82%
34950	Other Revenues	\$ 20,000	\$ 2,382.14	11.91%
34110	Arena	\$ 15,093	\$ 3,886.56	25.75%
Total Revenues		\$ 4,485,385	\$ 432,328.88	9.64%

General Fund Department Expenditures:		2024 Budget	2024 Actual 03/31/24	Ytd % Budget
41000	General Government	\$ 70,000	\$ 20,907.97	29.87%
41100	Council	\$ 58,128	\$ 14,910.10	25.65%
41300	Combined Administrator/Engineer	\$ 199,256	\$ 46,782.46	23.48%
41400	City Clerk	\$ 159,001	\$ 34,643.68	21.79%
41410	Elections	\$ 27,000	\$ 4,092.51	15.16%
41500	Finance	\$ 139,691	\$ 34,589.45	24.76%
41550	City Assessor	\$ 52,000	\$ -	0.00%
41600	City Attorney	\$ 30,000	\$ 5,175.00	17.25%
41700	City Engineer	\$ 35,000	\$ 1,493.00	4.27%
41800	Economic Development	\$ 13,000	\$ -	0.00%
41910	Planning & Zoning	\$ 56,507	\$ 10,726.66	18.98%
41940	City Hall	\$ 172,268	\$ 19,773.15	11.48%
42000	Fire Department	\$ 685,992	\$ 162,517.93	23.69%
42110	Police	\$ 1,216,246	\$ 319,898.07	26.30%
42400	Building Inspection	\$ 329,445	\$ 68,766.04	20.87%
42700	Animal Control	\$ 12,000	\$ 274.00	2.28%
43100	Public Works - Streets	\$ 494,291	\$ 83,907.94	16.98%
43160	Electric - Street Lights	\$ 111,320	\$ 7,926.21	7.12%
45000	Culture & Recreation	\$ 95,167	\$ 21,666.92	22.77%
45100	Parks & Recreation	\$ 529,074	\$ 79,820.55	15.09%
Total Expenditures		\$ 4,485,386	\$ 937,871.64	20.91%

2024 Council Update Capital Fund				
Capital Reserve Fund Revenue:		2024 Budget	2024 Actual 03/31/24	Ytd % Budget
102- 31010	Capital Levy	\$ 2,028,138	\$ 1,057.80	0.05%
Total Revenues		\$ 2,028,138	\$ 1,057.80	0.05%

Capital Reserve Fund Expenditures:		2024 Budget	2024 Actual 03/31/24	Ytd % Budget
102	Capital Expenditures	\$ 2,028,138	\$ 96,286.59	4.75%
Total Expenditures		\$ 2,028,138	\$ 96,286.59	4.75%

April 15, 2024

SUBJECT: CONSENT – FINANCE – AUTHORIZE AND DOCUMENT INTER-FUND LOANS/ADVANCES FROM INDUSTRIAL PARK DEBT SERVICE FUND

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

MOTION TO: Adopt Resolution No. 2024-14 authorizing and documenting Inter-Fund Loans to Fund Negative Fund balances.

- Inter-Fund Loan from Industrial Park Debt Service Fund (362) to TIF# 17 Old Castle 2015 Fund (417) in the amount of \$279,602 to fund the negative balance in the TIF fund.
- Inter-Fund Loan Capital Outlay Fund (102) to TIF# 20 Scherer Brothers Fund (420) in the amount of \$719,160 to fund the negative balance in the TIF fund.
- Inter-Fund Loan Capital Outlay Fund (102) to TIF# 12 Schultz & Schupp (412) in the amount of \$214 to fund the negative balance in the TIF fund.
- Inter-Fund Loan Capital Outlay Fund (102) to TIF# 19 Fehn Fund (419) in the amount of \$214 to fund the negative balance in the TIF fund.

BACKGROUND: Inter-fund loans provide interim financing until the other financing is completed. In some cases, inter-fund loans are the primary source to finance projects that have a very short financing term. An example of this would be carrying assessments for a project for a few years where it is not cost effective to issue new debt. At least annually, City staff and auditors review and recommend inter-fund loans/advances to fund running negative balances so as to remain in compliance with Generally Accepted Accounting Principles (GAAP).

POLICY CONSIDERATIONS: It is the Mayor and Council’s policy to review and approve all inter-fund loans/advances.

FINANCIAL CONSIDERATIONS: At least annually, the City must fund all negative running balances for Capital Projects, Debt Service or other miscellaneous funds in accordance with GAAP. The inter-fund loan or advance is a loan from a specific fund to the respective negative balance funds at an interest rate equal to the rate of investment earned by the City’s investments. Included in the loan is a financial commitment detailing the source of funds to repay the loan. These inter-fund loans are an inexpensive way to fund some City activities instead of issuing bonds.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to review and direct staff to act regarding all financial matters.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator–PWD

Attachment:

- Resolution No. 2024-14

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

RESOLUTION NO. 2024-14

**A RESOLUTION AUTHORIZING AND DOCUMENTING
INTER-FUND LOAN TO FUND NEGATIVE FUND BALANCES**

WHEREAS, an interfund loan is hereby established in the amount of \$999,190 with funds to be allocated into the following:

Fund 417	TIF#17 Old Castle	\$279,602
Fund 420	TIF#20 Scherer Brothers	\$719,160
Fund 412	TIF#12 Schultz & Schupp	\$214
Fund 419	TIF#19 Fehn	\$214

NOW, THEREFORE, BE IT RESOLVED by the Albertville City Council to approve an inter-fund loan from Fund 362 of \$315,025 effective December 31, 2022, at an interest rate of 4%.

Adopted by the City Council of the City of Albertville on this 15th day of April 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

April 15, 2024

SUBJECT: CONSENT – FINANCE – AUTHORIZING TRANSFER OF FUNDS

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

MOTION TO: Adopt Resolution No. 2024-15 authorizing the Transfer of Funds.

- Transfer \$440,067.65 from Sewer Access Fund No. 204 to Fund 601 Sewer Fund for annual bond payments; and
- Transfer \$16,213.15 from Water Access Fund No. 206 to Fund 602 Water Fund for annual bond payments.

BACKGROUND: City staff and auditors annually review and recommend transfer of funds for designated purposes, bond payments, to close funds, or to fund a negative balance.

POLICY CONSIDERATIONS: It is the Mayor and Council’s policy to review and approve all fund transfers.

FINANCIAL CONSIDERATIONS: Plan funding options for continuing and new projects.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

- Resolution No. 2024-15

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

RESOLUTION NO. 2024-15

A RESOLUTION TO TRANSFER FUNDS

WHEREAS, the Albertville City Council has reviewed its annual audit.

NOW, THEREFORE, BE IT RESOLVED by the Albertville City Council that the following actions are implemented:

Transfer \$440,067.65 from Sewer Access Fund No. 204 to Fund 601 Sewer Fund for annual bond payments; and

Transfer \$16,213.15 from Water Access Fund No. 206 to Fund 602 Water Fund for annual bond payments.

Adopted by the City Council of the City of Albertville on this 15th day of April 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

April 15, 2024

SUBJECT: CONSENT – CLERK – CHURCH OF ST. ALBERT ON-SALE TEMPORARY LIQUOR LICENSE

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

MOTION TO: Approve On-sale Temporary Liquor License for the Church of St. Albert’s fundraiser events located at St. Albert Parish Center, 11458 57th Street NE on June 7 and June 8, 2024.

BACKGROUND: The Church of St. Albert has applied for an on-sale temporary liquor license for their upcoming fundraiser events on June 7 and June 8, 2024, to be located at the St. Albert Parish Center, 11458 57th Street NE, Albertville.

KEY ISSUES:

- The Church of St. Albert has applied for an on-sale temporary liquor license.
- The organization is requesting to serve alcohol during their fundraiser events on June 7 and 8, 2024.
- The Church of St. Albert is a qualifying non-profit organization.
- The Church has submitted a certificate of liquor liability insurance and paid the \$100 temporary liquor license fee.

FINANCIAL CONSIDERATIONS: There is minimal financial revenue collected from the applicant for the liquor licensing.

LEGAL CONSIDERATIONS: The Mayor and City Council have the authority to review and approve or deny any license or permit.

Responsible Person: Kris Luedke, City Clerk

Submitted through: Adam Nafstad, City Administrator-PWD

On File:

- Temporary Liquor License application is on file in the City Clerk’s Office

April 15, 2024

SUBJECT: CONSENT – FINANCE – DRIVEWAY IMPROVEMENT ASSESSMENT

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

MOTION TO: Approve Driveway Replacement Contract for property owner Paul & Hillary Gonsior located at 6508 West Laketowne Drive NE Albertville, MN 55301 – PID 101-083-004040.

BACKGROUND: In July of 2018, the City Council approved the driveway replacement program, which provides a financing option for residents to replace their driveway.

Generally, how the program works, the City enters into a special assessment agreement with the resident, pays the resident's contractor to replace the driveway, and the resident pays the city back through property taxes over a period of 5 years.

The term of the special assessment is five years at an interest rate of 5%.

KEY ISSUES:

- The City has the statutory right to special assess improvements.
- Per policy, the program will finance up to \$8,000; however, the Property Owner is requesting \$14,886 for a concrete driveway.
- An upfront fee of \$100 is paid by the property owner to the City.

FINANCIAL CONSIDERATIONS: Currently, the fund balance for the driveway program is \$142,947 and the balance of collectable special assessments is \$38,357

City staff has reviewed and recommends approval of the Driveway Replacement.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Flathead Concrete & Stone, Inc Quote #05072024



INVOICE #05072024

Estimate/ Invoice	
Customer	Paul Gonsior
Customer ID#	05072024
Address	6508 W Laketowne Dr. Albertville, MN 55301
Phone	612-702-4838
Payment Due	After Completion of Work
Salesperson	Grant Sahr
Payment Terms	Cash or check

Qty.	Item#	Description	Unit price	Line total
1800 SQ/FT		Includes: all labor, tear out of existing asphalt, haul away, new base material, compaction of base with plate tamper, fiber rebar grid 3' on center, 4.5" of regular gray 4500psi concrete, broom finish, application of cure and seal Not responsible for any damage to sprinkler system	\$8.27/Per SQ/FT	14,886
			Total	\$14,886

Thank you for your business!

April 15, 2024

SUBJECT: FINANCE – 10% ANNUAL GAMBLING CONTRIBUTION

BALANCE: Total gambling contribution received as of April 11, 2024, is \$102,000.

The annual projection of funds to be collected is approximately \$86,000.

BACKGROUND: Organizations licensed by the State to conduct lawful gambling shall contribute to the City 10% of its net profits derived from lawful gambling operations within the City. Annually, the City must file a report to the State showing contributions, expenses, and balance of the 10% gambling contributions.

10 % Gambling Contributions Fund

Date	Organization	Description	Deposited	Expensed	Balance
12/31/23	Albertville Lions	2023 10% contribution	\$36,000		\$36,000
3/6/24	STMAYHA	2023 10% contribution partial payment	\$10,000		\$46,000
3/6/24	STMAYHA	2023 10% contribution partial payment	\$10,000		\$56,000
3/28/24	Albertville Lions	2024 10% contribution	\$36,000		\$92,000
4/3/24	STMAYHA	2023 10% contribution partial payment	\$10,000		\$102,000

KEY ISSUES:

- Funds can be used for limited purposes – see attachment.

PRACTICES/POLICY CONSIDERATIONS: The Mayor and Council review gambling contribution balances annually.

FINANCIAL CONSIDERATIONS: There are no financial considerations at this time.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to review and direct staff to take action regarding all financial matters.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

- Guide for Cities - How cities may spend 10% lawful gambling contributions.

Guide for Cities

How Cities May Spend 10% Lawful Gambling Contributions Required from Charities

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
651-539-1900
www.mn.gov/gcb

Minnesota Statutes, section 349.213, subdivision 1, paragraph (f)(2), allows a local unit of government to require, by ordinance, a licensed organization to contribute up to 10% of the organization's net profits derived from lawful gambling to a fund administered by the local unit of government. Net profits are gross profits less sums actually expended for allowable expenses and amounts paid in taxes assessed on lawful gambling.

The funds must be disbursed by the city for charitable contributions as defined by section 349.12, subdivision 7a:

- A city may donate 10% lawful gambling funds:
 - √ For activities and facilities for youth under age 21.
 - √ To a 501(c)(3) organization provided that the city does not retain control of these funds.
 - √ To a scholarship fund.
 - √ To relieve the effects of poverty, homelessness, or disability (for example, a homeless shelter).
 - √ To a program for the education, prevention, or treatment of problem gambling.
 - √ For recognition of military service (free and open to the public) or support for active military personnel and their immediate family members in need.
 - √ To a church.
 - √ With Minnesota Pollution Control Agency (PCA) approval, for citizen monitoring of surface water quality by individuals (requires submitting data to the PCA).
 - √ With Minnesota Department of Natural Resources (DNR) approval, for wildlife management projects or activities that benefit the public-at-large; grooming or maintaining snowmobile or ATV trails, or other trails open to public use; supplies and materials for DNR-coordinated safety training and education programs.
 - √ For nutritional programs, food shelves, and congregate dining programs primarily for persons age 62 or older or disabled.
 - √ For community arts organizations, or sponsorship of community arts programs that are free and open to the public.
 - √ For humanitarian service, recognizing volunteerism or philanthropy.
- A city may not transfer 10% lawful gambling funds to other city accounts (for example, its own parks and recreation department, or police or fire department). A city may, however, purchase equipment and pay for services to train police, fire, or other public safety-related services, and payment must be written directly to the vendor. Examples include purchasing a police car, a fire truck, playground equipment, and training courses for police and firefighters.
- If a city contracts out for law enforcement services or other emergency services, it may spend 10% lawful gambling funds for those services (excluding pension obligations). The check must be written directly to the outside entity providing those law enforcement services.
- While a city may not donate 10% lawful gambling funds to its city parks and recreation department, it may donate 10% funds for playground equipment within a city park (allowed under activities and facilities for youth under age 21), or for construction or maintenance of a veterans memorial within a city park (recognition of military service). The checks must be written directly to the vendor. (Also, playground equipment and veterans memorials need not be located in a city park.)

Cities that collect funds from charitable gambling proceeds must spend the money the same way as charities do—for defined charitable purposes.

The city must submit form LG510 City or County Annual Report, 10% Lawful Gambling Contribution Fund, to the Minnesota Gambling Control Board by March 15 of each year describing the amount collected, details for disbursement, and any balance. The LG510 is available at www.mn.gov/gcb.

The Board will continue to monitor the receipt, proper disbursement, and fund balances. If you have any questions about what is or is not allowed, please call the Minnesota Gambling Control Board at 651-539-1951.

April 15, 2024

SUBJECT: PLANNING - EVERBROOKE DAYCARE SUBDIVISION AND PUD/CUP FOR A COMMERCIAL DAYCARE

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

MOTION TO: Adopt Resolution No. 2024-16 addressing the development applications for Everbrooke Daycare to allow for the construction of a 11,500+ sq. ft. commercial daycare on lot 2 and 3, block 1 Shoppes at Towne Lakes Two in the City of Albertville.

BACKGROUND: Oppidan Holdings LLC is proposing the construction of a 11.500+ square foot daycare center on Lot 2 and 3 Block 1 Shoppes at Towne Lakes Two, entitled Everbrooke Daycare. To facilitate this development, the following applications are required:

Subdivision: Existing Lots 2 and 3, Block 1 Shoppes at Towne Lakes Two exist as separate lots that must be combined into a single development site. This is necessary to avoid building over a property line. The lot combination qualifies as an administrative subdivision.

Conditional Use Permit/ PUD Site and Building Plan Approval: The site is zoned B-2A Special Business District which allows for the daycare land use by conditional use permit. The site is also part of the Shoppes at Towne Lake Two CUP/PUD which was approved in 2006. The approved CUP/PUD allowed for a private street, shared parking, and also placed specific land use restrictions on certain lots. The Applicant's is requesting changes to the original PUD agreement to allow proposed use, building and site plan on this proposed site.

City Staff has reviewed the aforementioned applications and submission materials and prepared the April 1, 2024, Planning Report and April 3, 2024, Engineer's Memorandum.

The Albertville Planning Commission held a public hearing to consider the development application and staff reports on April 9, 2024. Upon conclusion of the public hearing, the Planning Commission recommended approval of each of the development applications with the conditions outlined in the April 1, 2024, planning report and April 3 Engineer's memorandum.

KEY ISSUES:

- In 2006, the City approved the Shoppes at Towne Lakes Two CUP/PUD creating five commercial lots and two outlots. The planned unit development included a development plan for each of the lots with access to each lot being provided via a private street. The planned unit development was approved with a land use restriction on Lot 3, Block 1, Shoppes at Towne Lakes Two requiring an 8000 sq. ft. restaurant. The PUD/ CUP also established shared parking easements across all the lots within the subdivision. The development application requests relief from the Lot 3, Block 1 land use restriction and the cross-parking easement. Staff is supportive of the PUD/CUP changes provided the balance of the property owners having an ownership stake in the shared parking easement agree to relinquishing the easements and this can be documented and recorded.

- The original 2006 PUD/CUP required the establishment of a Business Association to manage, maintain and repair the private street and other common elements within the subdivision. The Association must be in place and active with this project.
- The subject site is zoned B-2A/PUD/CUP, Special Business/Planned Unit Development district. The proposed commercial daycare is a conditional use within the B-2A/PUD/CUP district.
- The subdivision combining Lots 2 and 3 Block 1, meets the requirements for an administrative subdivision and results in a single lot that meets the lot area and width requirements of the B-2A zoning district. The building's location meets all the setbacks of the approved PUD/CUP.
- Internal utility easements shall remain and be added with the development of the site. Private improvements over these easements may be removed if the City needs access to the underlying utility. The property owner shall be responsible for any repair or improvements within this public easement.
- The site design meets the required building setbacks and lot coverage requirements of the I-2 district.
- The site plan meets the parking requirements for the proposed use. The parking stall lengths must be expanded to 20 feet. The parking lot design will accommodate the anticipated service vehicles.
- The proposed building meets the City's B-2A district architectural standards.
- The April 1, 2024, Planning Report and the April 3, 2024, Engineer's Memorandum outlines the conditions and PUD flexibilities that are recommended for approval of the PUD Site and Building plans. These conditions have been reviewed and recommended for approval by the Albertville Planning Commission.

POLICY/PRACTICES CONSIDERATIONS: The Albertville Planning Commission held a public hearing on April 9, 2024, and agreed with the recommendations outlined in the April 1, 2024, Planning Report and April 3, 2024, Engineer's Memorandum. Upon closing a public hearing, the Planning Commission recommended that the City Council approve the Everbrooke Daycare development applications for lot combination, and PUD site and building plans subject to the conditions outlined in the attached resolution.

FINANCIAL CONSIDERATIONS: All required on-site, and off-site improvements shall be the responsibility of the developer.

LEGAL CONSIDERATIONS: The requested Everbrooke Daycare development applications required public hearing before the planning commission and final approval by the City Council per the Albertville zoning code.

Responsible Person: Alan Brixius, City Planner

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- April 1, 2024, Planning Report and Exhibits
- April 3, 2024, Engineer's Memorandum
- Resolution No. 2024-16

PLANNING REPORT

TO: Adam Nafstad
FROM: Alan Brixius
DATE: April 1, 2024
RE: Learning Care / Everbrooke Daycare PUD/CUP
FILE NO: 163.06 24.02

BACKGROUND

Oppidan Holdings LLC is proposing the construction of a 11,500+ square foot daycare center on Lot 2 and 3 Block 1 Shoppes at Towne Lakes Two, entitled Everbrooke Daycare. To facilitate this development, the following applications are required:

Subdivision: Existing Lots 2 and 3, Block 1 Shoppes at Towne Lakes Two exist as separate lots that must be combined into a single development site. This is necessary to avoid building over a property line. The lot combination qualifies as an administrative subdivision.

Conditional Use Permit/ PUD Site and Building Plan Approval: The site is zoned B-2A Special Business District which allows for the daycare land use by conditional use permit. The site is also part of the Shoppes at Towne Lake Two CUP/PUD which was approved in 2006. The approved CUP/PUD allowed for a private street, shared parking, and also placed specific land use restrictions on certain lots. The Applicant's is requesting changes to the original PUD agreement to allow proposed use, building and site plan on this proposed site.

EXHIBITS

- Exhibit A Site Survey
- Exhibit B Existing Conditions and Removals.
- Exhibit C Site Plan
- Exhibit D Utility Plan
- Exhibit E Grading Plan
- Exhibit F Landscape Plan
- Exhibit G Photometric Plan
- Exhibit H Building Floor Plan
- Exhibit I Building Elevations

SUBDIVISION

The Albertville Subdivision allows two platted lots to be combined through a minor subdivision. The site proposes the combination of lots 2 and 3 Block 1 of Shoppes of Towne Lakes Two. Approval of the proposed lot combination is recommended to be approved based on the following findings and conditions.

1. The lot combination results in a new lot that exceeds the lot area and width requirement of the B-2A zoning district.
2. The proposed building will meet the required B-2A zoning district setbacks.
3. There is a Sanitary sewer easement that will extend into the lot, which will remain in place. The Site plan shows an improved parking lot over this utility easement. This can be acceptable provided the easement agreement is in-place that allows the City to access the utility underlying easement and the property owner would be responsible for the cost of replacing the improvements within the easement.
4. The Water service into the site shall be covered by a utility easement. The easement shall be twenty feet wide centered on the water service.
5. Lot access will be via private streets the property and new daycare shall be part of an association that contributes to the maintenance, repair, and replacement of the private street. The association membership is also required for the maintenance of other common elements (ponding, streetlights, etc.)

CONDITIONAL USE PERMIT/ PUD SITE PLAN

Zoning / Land Use. The site is zoned B-2A Special Business District. Commercial daycare is permitted with a conditional use permit. The Site is also part of the Shoppes at Towne Lakes CUP/PUD.

The Shoppes at Towne Lake Two development agreement restricted the land use on Lot 3, Block 1 to an 8,000 sq. ft. restaurant. The applicant is requesting a change in the PUD restriction. The PUD was approved in 2006. The site has not experienced development interested in this site until now. The commercial daycare is allowed use in the B-2A zoning district. Staff recommend approval of the land use change for Lot 3, Block 1.

Lot Area and Setbacks. The lot meets the B-2A lot area and width setbacks as follows:

	Required	Proposed	Compliant
Lot Area	1 acre	2.26 acres	Yes
Lot Width	150 feet	190.33 feet	Yes
Setbacks:*			
Front	25 feet	42.6 feet	Yes
Side (Private Street)	20 feet	28.0 feet	Yes
Side (CR. 19)	25 feet	80.7 feet	Yes
Rear	20 feet	297.0 feet	Yes
Parking Setbacks:			
Front	20 feet	31 feet	Yes
Side	5 feet	10 feet	Yes
Rear	10 feet	326 feet	Yes

Parking. The proposed daycare is designed for 150 child enrollment and 20 adult staff members. The City parking standards do not specify the amount of parking required for the proposed use. The ITE standard for daycare centers ranges from 2.7 to 3.6 parking stalls per 1,000 feet of gross floor area. The ITE standard would require 31 to 41 parking spaces. The site plan shows 43 total stalls, which exceed the ITE suggested range.

The 2006, approved as shared parking arrangement that included all lots in the Shoppes of Towne Lakes lots. The Applicant is requesting that their site be excepted from the shared parking arrangement and be allowed to stand alone in providing parking. The site plan provides adequate parking for the daycare. Staff recommends approval of a PUD / CUP amendment to allow the day care site to be exempt from the shared parking easement.

The parking lot shows bituminous surfacing, concrete curbing, and striping meeting the City zoning standards. Parking spaces are required to be 20 feet in length and 9 feet in width. The site plan shows the parking stalls dimensioned at 9 feet in width and 18 feet. The Site Plan must be revised to provide for the 20-foot parking stall length.

Loading. The proposed floor plan shows a kitchen in the southern portion of the building. The applicant has indicated that the daycare will be served by smaller delivery vehicles. The site plan shows on-site turning movements for delivery vehicles and garbage trucks having a 20 foot wheelbase and 35 foot vehicle length that will service the site.

Trash Enclosure. The trash enclosure is located to the northwest corner of the parking lot. This location is acceptable. Plans for trash enclosure including elevations showing materials, gate, and design compatible with the principal structure shall be provided. The City Code requires the exterior walls of the trash enclosure shall be masonry or similar and/or complement the principal building.

Outdoor Lighting. The provided photometric plan shows that lighting levels over the parking lot meeting City standards at the property lines. The photometric plan must be expanded to illustrate the light level produced by the wall mounted light fixtures. Applicant shall provide cut sheets of the proposed exterior fixtures both wall mounted and freestanding to demonstrate a 90-degree cut off and screened light source. The Freestanding light poles shall not exceed a height of 30 feet.

Fence. The site plan indicates that there will be fencing in three different areas of the site.

The play area is proposed on the west side of the building. Play area is surrounded by a six-foot-tall white vinyl privacy fence. The play area meets the building setback along CR.19 but extends into the required front yard setback from 69th Street. Staff recommends the play area be shifted south to provide a 25-foot setback from the north lot line.

The second fenced area is an exterior mechanical equipment area on the north side of building. This area is proposed to be surrounded by a seven foot tall semi-private vinyl, white fence. This fence area meets the required building setbacks.

The third fenced area is along the east of the building, separating the private sidewalk access along the building from the public sidewalk. This fence will consist of a 4 foot tall ornamental, aluminum, black fence.

For each of the fences, details on fence design, materials used, height, exterior gates, and latches, shall be submitted for City approval.

Building/Architecture. Exterior materials consist of brick and CMU wainscot around the base of the building. Brick wall treatments at the building entrance. The remaining portion of exterior walls will be EIFS panels, and an asphalt shingled roof. The exterior wall treatments are composed of preferred materials or replicants that meet the City standards. Any ground mounted or rooftop mechanical equipment must be screened from view of adjoining properties and public streets.

Landscape Plan. The submitted landscape plan is well conceived and generous in the number and locations of the plantings. The plantings meet the size and type requirements of the zoning code. In review of the landscape plan we recommend shifting the parking lot ten feet to the west to allow for landscape screening along the east side of the parking lot to screen headlights glare onto Laketowne Place.

Utilities. The sanitary sewer, electrical, and storm water systems are subject to the review and approval of the City Engineer. Potable water and fire suppression will require separate service lines and valves leading into the building.

Grading/Stormwater. Site grading shall be subject to the review and approval of the City Engineer.

CONCLUSION

Subdivision. In review of the subdivision / Lot consolidation, we find that the proposed lot meets the area and width standards of the B-2A zoning district and staff recommends approval subject to the following conditions:

1. There is a Sanitary sewer easement that will extend into the lot, which will remain in place. The Site plan shows an improved parking lot over this utility easement. This can be acceptable provided the easement agreement is in-place that allows the City to access the utility underlying easement and the property owner would be responsible for the cost of replacing the improvements within the easement.
2. The Water service into the site shall be covered by a utility easement. The easement shall be twenty feet wide centered on the water service.
3. Lot access will be via private streets the property and new daycare shall be part of an association that contributes to the maintenance, repair, and replacement of the private street. The association membership is also required for the maintenance of other common elements (ponding, streetlights, etc.)

Planned Unit Development / Conditional Use Permit/ Daycare CUP. In review of the site plan and architectural building plan dated March 6, 2024, staff recommends approval of the conditional use permit for the commercial daycare and CUP/PUD amendments with the following conditions:

1. Approval of the requested subdivision combining Lot 2 and 3, Block 2 Shoppes at Towne Lakes Two.
2. The Applicant shall enter into an amendment PUD agreement that: removes the land use / zoning restriction on Lot 3, Block 1, Shoppes of Towne Lakes Two allowing the daycare use and removes the site from the required shared parking requirement of the original PUD.CUP agreement.
3. The parking lot be shifted west to provide a 10 foot landscape area along the east side of the parking lot to allow landscape screening of the parking lot. The parking stalls shall be revised to provide a 20 foot stall length.
4. Applicant shall provide a design elevation of the trash enclosure for City approval.
5. The photometric plan shall be revised to illustrate the light levels around the building pertaining to the buildings wall mounted light fixtures. Detail cut-sheets of proposed wall mounted and freestanding light fixtures showing that they area 90 degree cut-off and shield light source. The lighting plan shall show the pole height and design of the freestanding lights.

6. The Applicant shall provide a detail for each of the proposed fences showing design, materials, gates, and gate latches for City approval.
7. The play area fence be shifted south to provide a 25 front yard setback from 69th Street right-of-way line.
8. All ground mounted or rooftop mechanical equipment must be screened from view of adjoining properties and public streets.
9. The Utility plan shall be revised to show potable water and fire suppression being separate service lines and valves leading into the building.
10. The Utility plan shall be subject to the review and approval of the City Engineer.
11. The Grading and Drainage plan shall be subject to the review and approval of the City Engineer.

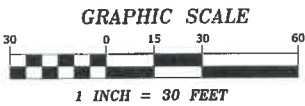
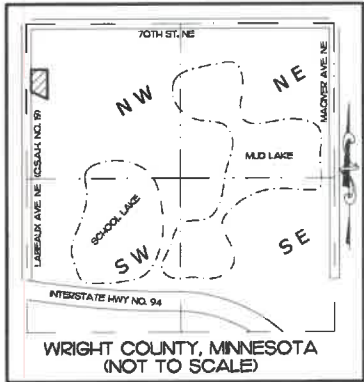
Cc. Maeghan Becker
Kris Luedke
Paul Tucci
Steve Upgren

ALTA/NSPS LAND TITLE SURVEY

~for~ **OPPIDAN HOLDINGS, INC.**
 ~of~ **6869 & 6883 LAKETOWNE PLACE NE,
 ALBERTVILLE, MINNESOTA 55301**

VICINITY MAP

SEC. 36, TWP. 121, RING. 24



CERTIFICATION

I hereby certify to Oppidan Holdings, LLC, a Minnesota limited liability company; and to First American Title Insurance Company National Commercial Services that this is a survey of:

Lots 2 and 3 in Block 1, The Shoppes at Towne Lakes Two, Wright County, Minnesota.

(Abstract Property)

and is based upon information found in Title Commitment Number NCS-1203886-MPLS, dated January 02, 2024 at 7:30 AM, prepared by First American Title Insurance Company National Commercial Services, and that all easements, if any, listed in Schedule B-II on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (I) in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and (II) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11(a), 11(b), and 13 of Table A thereof. The field work was completed on January 16, 2024.

I further certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 2/01/2024

E.G. Rud & Sons, Inc.

Kevin C. McCain
 Kevin C. McCain, Land Surveyor
 Minnesota License No. 58542

GENERAL NOTES

- Fee ownership is vested in Albertville Phase II, LLC, a Minnesota limited liability company and Albertville Phase III, LLC, a Minnesota limited liability company.
 Parcel ID Numbers: 101-116-001020 (Lot 2) & 101-116-001030 (Lot 3).
- Per Title Commitment, the surveyed property's address is 6869 Laketowne Place NE, Albertville, MN 55301 (Lot 2) and 6883 Laketowne Place NE, Albertville, MN 55301 (Lot 3).
- Bearings shown hereon are based on the Wright County Coordinate System.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 500-year flood plain), according to Flood Insurance Rate Map Number 2707470001A, by the Federal Emergency Management Agency, effective date September 30, 1992.
- Boundary area of the surveyed premises: 98,479 sq. ft. (±2.26 acres).
- The surveyed premises has direct access to Laketowne Place NE, a private street.
- No zoning endorsement letter was provided to the surveyor at the time of the survey, however, a search of the City of Albertville's website indicates the surveyed property is currently zoned B-2A (Special Business) with a PUD (Planned Unit Development) overlay. For additional information regarding zoning and setbacks, contact the City of Albertville at (763) 497-3384.
- No identifiable parking stalls were observed on the surveyed property at the time of the survey.
- Above ground utilities have been field located as shown. Underground utilities shown hereon are those which were field marked by utility companies responding to Gopher State One Call, Ticket No. 240090195, dated 1/16/2024 or were taken from utility plans provided by the City of Albertville. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002). However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, Gopher State One Call locate and other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
- Title Commitment Number NCS-1203886-MPLS, dated January 02, 2024 at 7:30 AM, prepared by First American Title Insurance Company National Commercial Services, Schedule B, Part II Survey Related Exceptions:
 - Item #9 - Easements for drainage and utility purposes as shown on the plat of Towne Lakes 5th Addition, recorded August 24, 2004, as Document No. 924111.
 As affected by Ordinance No. 2006-01 by the City of Albertville amending street names, as contained in the instrument recorded September 20, 2006, as Document No. A1026376.
 [SURVEYOR'S NOTE: As shown hereon.]
 - Item #10 - Terms and conditions of City of Albertville Planned Unit Development Agreement - Towne Lakes 5th Addition, dated August 2, 2004, recorded August 24, 2004, as Document No. A924112.
 [SURVEYOR'S NOTE: Said document contains language granting a temporary easement in favor of the city for access purposes. Said easement appears blanket in nature, contains no expiration date and is not shown hereon.]
 - Item #11 - The Shoppes at Towne Lakes Two Declaration of Covenants, Easements and Restrictions, dated October 17, 2004, recorded November 2, 2004, as Document No. A933638, and the terms, conditions, covenants, restrictions, provisions, obligations and easements set forth therein.
 [SURVEYOR'S NOTE: Said document contains language granting nonexclusive easements for Utilities and Drainage, Communications, Entrance Signs and Monuments, Pedestrian Access, Parking and Vehicular Access, Maintenance Access, Public Safety and Health, and also exclusive easements for Encroachments and Developer Rights. Said easements are not mathematically confined and not shown hereon.]
 - Item #12 - Terms and conditions of the City of Albertville Master Planned Unit Development/Conditional Use Agreement - Shoppes at Towne Lakes One, dated February 3, 2004, recorded February 10, 2004, as Document No. A896395.
 As affected and amended by the City of Albertville First Amendment to the Master Planned Unit Development/Conditional Use Agreement - Shoppes at Towne Lakes One, dated May 19, 2005, recorded July 24, 2006, as Document No. A1018401.
 [SURVEYOR'S NOTE: Document No. A896395 does not affect the surveyed property and is not shown hereon. Document A1018401 affects the surveyed property but is not survey related and not shown hereon.]
 - Item #13 - Easements for drainage and utility purposes as shown on the plat of The Shoppes at Towne Lakes Two, recorded August 17, 2006, as Document No. 1022066.
 [SURVEYOR'S NOTE: As shown hereon.]
 - Item #14 - Terms and conditions of the City of Albertville Planned Unit Development Shoppes at Towne Lakes Two, dated July 20, 2006, recorded August 17, 2006, as Document No. A1022067.
 [SURVEYOR'S NOTE: Said document contains language granting a temporary easement in favor of the city for access purposes. Said easement appears blanket in nature, contains no expiration date and is not shown hereon. The document also restricts the surveyed parcels with 25 foot setback from Labeaux Avenue/CSAH 19, shown hereon.]
 - Item #15 - The Shoppes at Towne Lakes Two Declaration of Covenants, Easements and Restrictions, dated August 10, 2006, recorded August 17, 2006, as Document No. A1022059, and the terms, conditions, covenants, restrictions, provisions, obligations and nonexclusive easements set forth therein.
 [SURVEYOR'S NOTE: Said document contains language granting nonexclusive easements for Utilities and Drainage, Communications, Entrance Signs and Monuments, Pedestrian Access, Parking and Vehicular Access, Maintenance Access, Public Safety and Health, and also exclusive easements for Encroachments and Developer Rights. Said easements are not mathematically confined and not shown hereon.]
 - Item #16 - Non-exclusive easements created in Declaration of Cross Easements dated August 10, 2006, recorded August 17, 2006, as Document No. A1022070, and the terms, conditions, provisions, rights and obligations set forth therewith.
 [SURVEYOR'S NOTE: The Cross Access Easement is as depicted hereon. The Cross Parking Easement area is shown on the "EASEMENT SKETCH" hereon.]
 - Item #17 - Mortgage, dated January 23, 2014, recorded January 31, 2014, as Document No. A1256837, executed by Albertville Phase II, LLC, a Minnesota limited liability company, and Albertville Phase III, LLC, a Minnesota limited liability company, as Mortgagee, to American Heritage National Bank, organized and existing under the laws of the United States of America.
 As modified by Modification of Mortgage, dated October 16, 2018, recorded October 18, 2018, as Document No. A1382262.
 [SURVEYOR'S NOTE: Said document is not survey related and not shown hereon.]

DRAWN BY:	KCM	JOB NO:	240007AB	DATE:	2/01/24
CHECK BY:	KCM	FIELD CREW:	DT/CT		
NO.	DATE	DESCRIPTION	BY		
1					
2					
3					

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

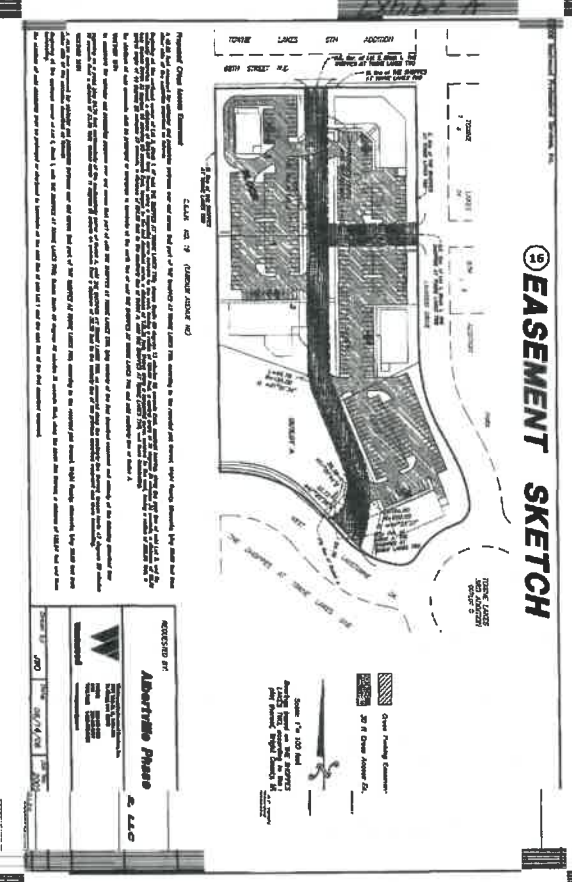
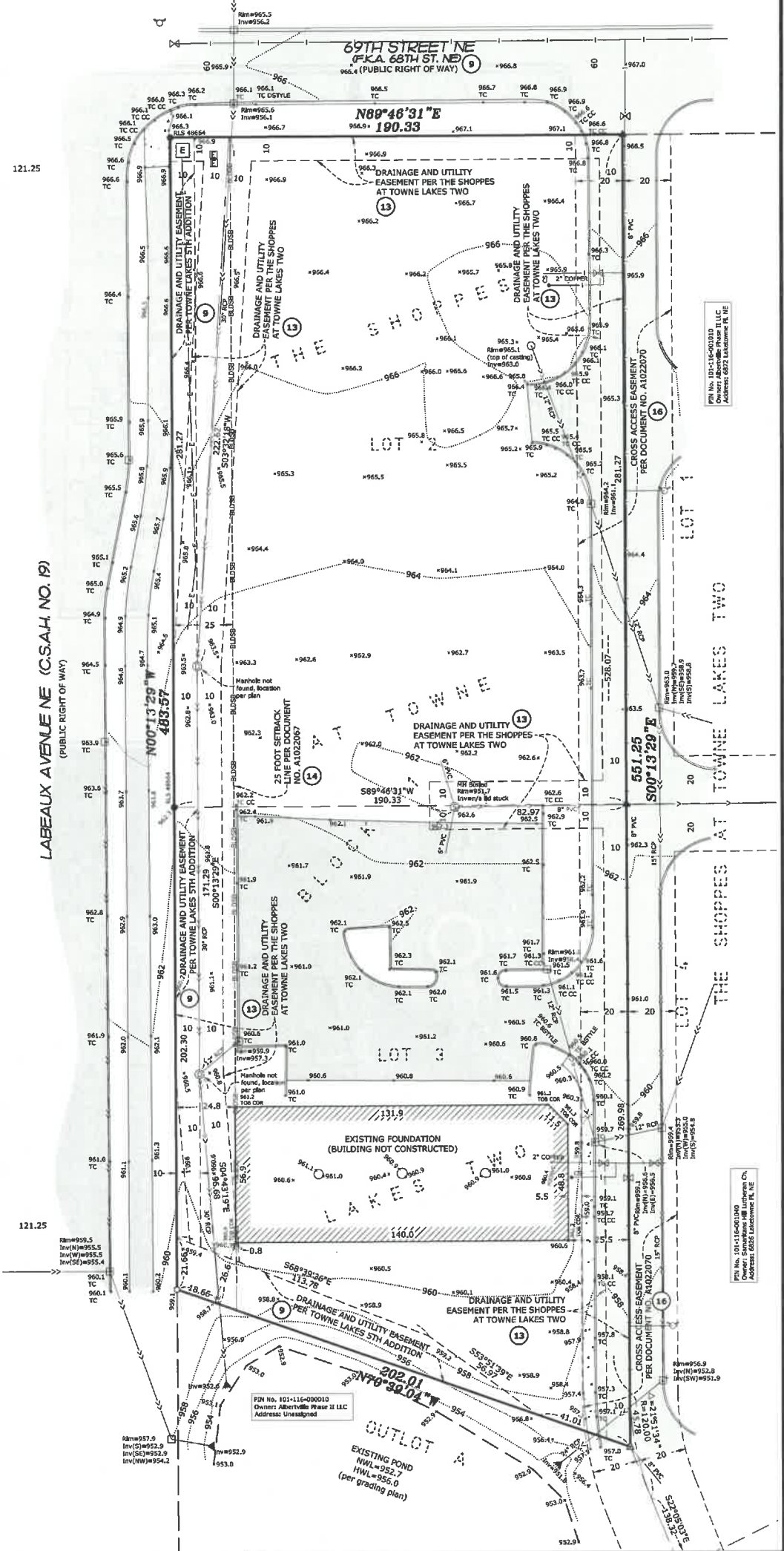
BENCHMARK

MINNESOTA DEPARTMENT OF TRANSPORTATION
 GSID STATION #85823 (NAME: FAT ALBERT)
 ELEVATION = 975.59 FEET (NAVD88)

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 58542
- DENOTES FOUND PKNAIL
- DENOTES SET PKNAIL
- DENOTES CATCH BASIN
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- DENOTES EXISTING SPOT ELEVATION
- DENOTES HYDRANT
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES WATER VALVE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES BUILDING SETBACK LINE, AS NOTED
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER WRIGHT COUNTY TAX INFORMATION)

PN No. 101-116-000010
 Owner: Albertville Phase III LLC
 Address: Unassigned



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: JOSEPH T RADACH PE
SIGNATURE: *JTR*
DATE: 03/06/24 LIC #: 45889

BY: JTR

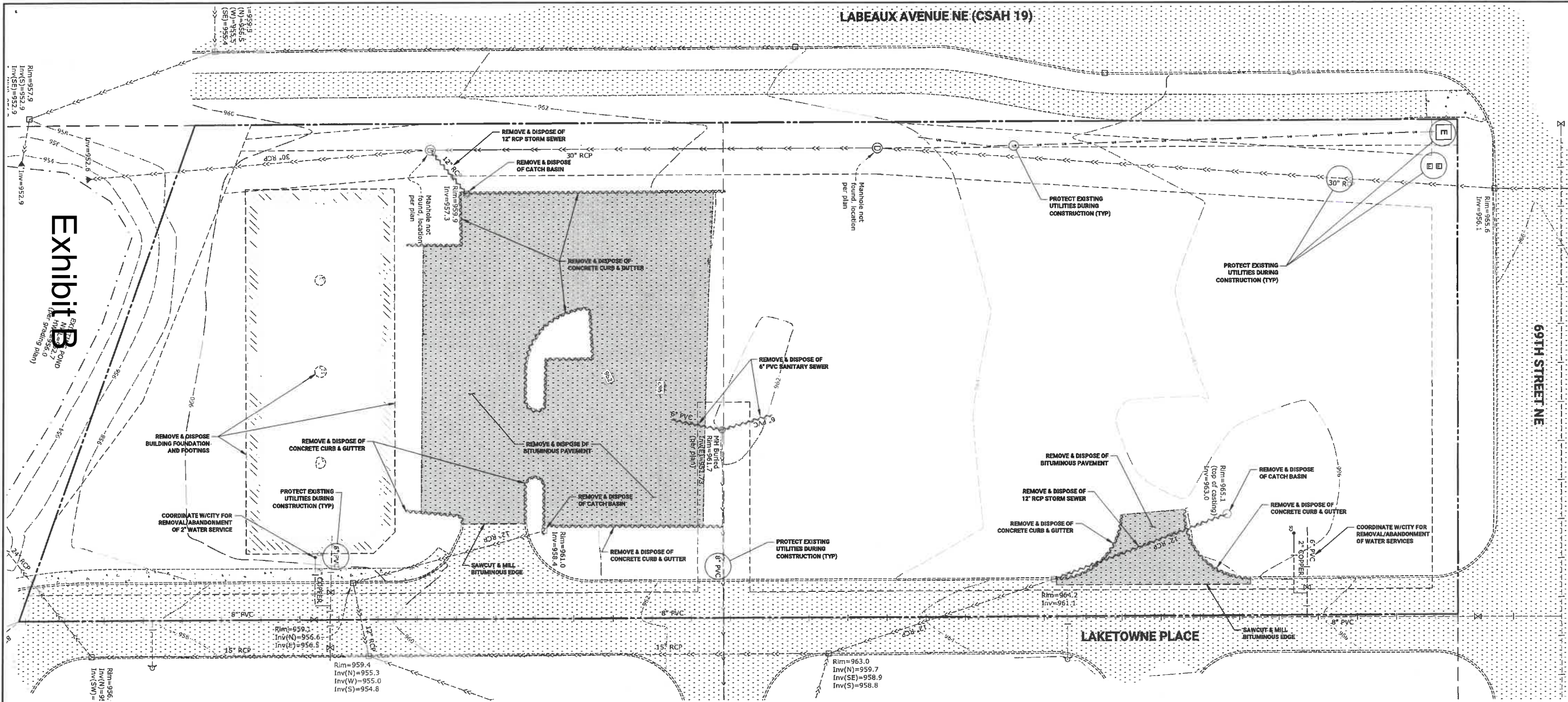
ISSUE DATE: 03/06/24

REVISIONS	DATE	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		
7.		

OWNER
OPPIDAN
400 WATER STREET, SUITE 200
EXCELSIOR, MN 55331

EXISTING CONDITIONS & REMOVALS PLAN
EVERBROOK ACADEMY
ALBERTVILLE, MINNESOTA

SHEET NUMBER
C1.1



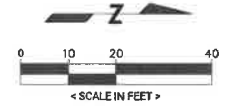
LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	EASEMENT LINE
---	---	BITUMINOUS PAVEMENT
---	---	CONCRETE WALK/STOOP
---	---	CONCRETE PAVEMENT
---	---	CURB LINE
---	---	STORM SEWER
---	---	SANITARY SEWER
---	---	WATER MAIN
---	---	UNDERGROUND ELECTRIC
---	---	UNDERGROUND GAS
---	---	STORM CATCH BASIN
---	---	STORM MANHOLE
---	---	HYDRANT
---	---	GATE VALVE
---	---	LIGHT POLE
---	---	OTHER SYMBOLS
---	---	5' CONTOUR
---	---	1' CONTOUR

- REMOVAL PLAN NOTES**
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION, DEPTH AND TYPES OF EXISTING UTILITIES AND TO NOTIFY THE OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES AND STRUCTURES NOT INDICATED FOR REMOVAL. DAMAGE CAUSED BY DEMOLITION OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR TO REMOVE/RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE THESE ACTIVITIES WITH THE UTILITY COMPANIES.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL THE REMOVALS SHOWN ON THE PLANS AND SHALL CONFORM/ADHERE TO ALL GOVERNING STATE AND LOCAL REGULATIONS. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
 - ALL SAWCUTS SHALL BE FULL-DEPTH CUTS.
 - ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

- EXISTING CONDITIONS NOTES**
- EXISTING CONDITIONS BASED ON ALTA/ANPS LAND TITLE SURVEY PREPARED BY E.G. RUD & SONS, INC. DATED 2/1/24.

BENCHMARK
MINNESOTA DEPARTMENT OF TRANSPORTATION
GSD STATION #50367, NAMED FIELD MNDT
ELEVATION: 862.94 (NAVD 88)



CALL BEFORE YOU DIG

Know what's below.
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02/25/24 - c:\users\jtr\appdata\local\temp\temp\p0202024 - everbrook_academy\everbrook_academy.dwg

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
NAME: JOSEPH T RADACH PE
SIGNATURE: [Signature]
DATE: 03/06/24 LIC #: 45889

BY: JTR

ISSUE DATE: 03/06/24

REVISIONS	DATE	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		
7.		

OWNER
OPPIDAN
400 WATER STREET, SUITE 200
EXCELSIOR, MN 55331

UTILITY PLAN

EVERBROOK ACADEMY
ALBERTVILLE, MINNESOTA

SHEET NUMBER
C3.1

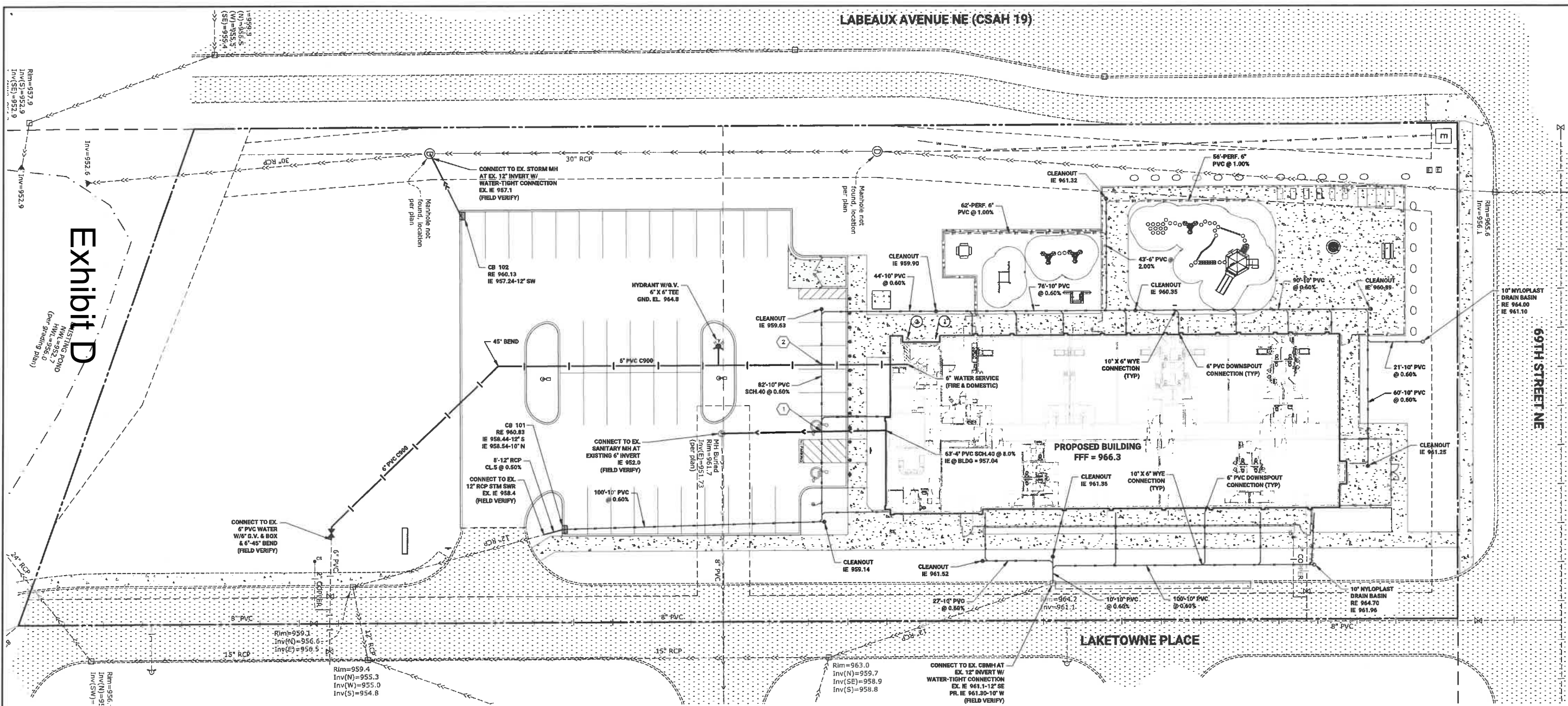


Exhibit D
INSTALLING POND
MHW = 952.7
MHW = 952.0
(for grading plan)

LEGEND

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	PROPERTY LINE
[Symbol]	[Symbol]	EASEMENT LINE
[Symbol]	[Symbol]	BITUMINOUS PAVEMENT
[Symbol]	[Symbol]	CONCRETE WALK/STOOP
[Symbol]	[Symbol]	CONCRETE PAVEMENT
[Symbol]	[Symbol]	CURB LINE
[Symbol]	[Symbol]	STORM SEWER
[Symbol]	[Symbol]	SANITARY SEWER
[Symbol]	[Symbol]	WATER MAIN
[Symbol]	[Symbol]	UNDERGROUND ELECTRIC
[Symbol]	[Symbol]	UNDERGROUND GAS
[Symbol]	[Symbol]	STORM CATCH BASIN
[Symbol]	[Symbol]	STORM MANHOLE
[Symbol]	[Symbol]	HYDRANT
[Symbol]	[Symbol]	GATE VALVE
[Symbol]	[Symbol]	LIGHT POLE
[Symbol]	[Symbol]	OTHER SYMBOLS

- UTILITY PLAN NOTES**
- SANITARY SEWER, WATER MAIN, AND STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY'S STANDARD DETAIL SPECIFICATIONS AND THE MINNESOTA PLUMBING CODE.
 - A MINIMUM OF 7.5 FEET OF COVER SHALL BE REQUIRED FOR ALL WATER MAIN AND FORCEMAIN.
 - FIRE HYDRANTS AND GATE VALVES SHALL BE IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.
 - A MINIMUM OF 2.0 FEET OF VERTICAL SEPARATION SHALL BE REQUIRED FOR ALL UTILITY CROSSINGS.
 - USE SOLID-CORE, SDR-35, ASTM D3034 POLYVINYL CHLORIDE (PVC) PIPE FOR DESIGNATED PVC STORM SEWER AND SANITARY SEWER WITH APPROVED FITTINGS UNLESS OTHERWISE NOTED.
 - PVC PIPE DESIGNATED AS PVC SCHEDULE 40, SHALL MEET THE REQUIREMENTS OF ASTM D2665 FOR SCHEDULE 40.
 - ALL ROOF DRAIN DOWNSPOUT CONNECTIONS SHALL BE PVC SCHEDULE 40.
 - ALL WATER MAIN WORK AND TESTING SHALL BE COORDINATED WITH THE CITY'S PUBLIC WORKS DEPARTMENT.
 - ALL WATER MAIN MUST HAVE A CONDUCTIVITY TEST, HYDROSTATIC TEST, AND BACTERIA TEST BEFORE THE PROJECT IS COMPLETE AND TURNED ON.
 - FINAL BUILDING UTILITY SERVICES AND DOWNSPOUT LOCATIONS SHALL BE VERIFIED WITH ARCHITECTURAL AND PLUMBING PLANS.
 - LOCATING WIRES SHALL BE INSTALLED ON ALL NON-CONDUCTIVE STORM SEWER, SANITARY SEWER, AND WATER LINES IN ACCORDANCE WITH THE MINNESOTA RURAL WATER ASSOCIATION (MRWA) TRACE WIRE SPECIFICATION GUIDE AND DETAILS.
 - INSTALL METER BOX FRAME AND SOLID LID (FORD SERIES A, OR APPROVED EQUAL) OVER ALL CLEANOUTS.
 - ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

- KEYNOTES**
- ELECTRIC SERVICE AND METER LOCATION.
 - GAS SERVICE AND METER LOCATION.

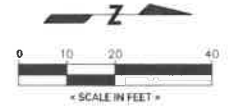
STORM SEWER SCHEDULE

STRUCTURE NO.	SIZE	NEENAH CASTING OR EQUAL
CB 101	24" X 36"	R-3057-VB
CB 102	24" X 36"	R-3057-VB

UTILITY CROSSINGS

1. TOP 4" SEWER:	955.5
BTM 10" STORM:	959.3
SEPARATION:	3.8
2. TOP 6" WATER:	957.5
BTM 10" STORM:	959.5
SEPARATION:	2.0

BENCHMARK
MINNESOTA DEPARTMENT OF TRANSPORTATION
GSD STATION #59367, NAMED FIELD MNDT
ELEVATION: 862.94 (NAVD 88)



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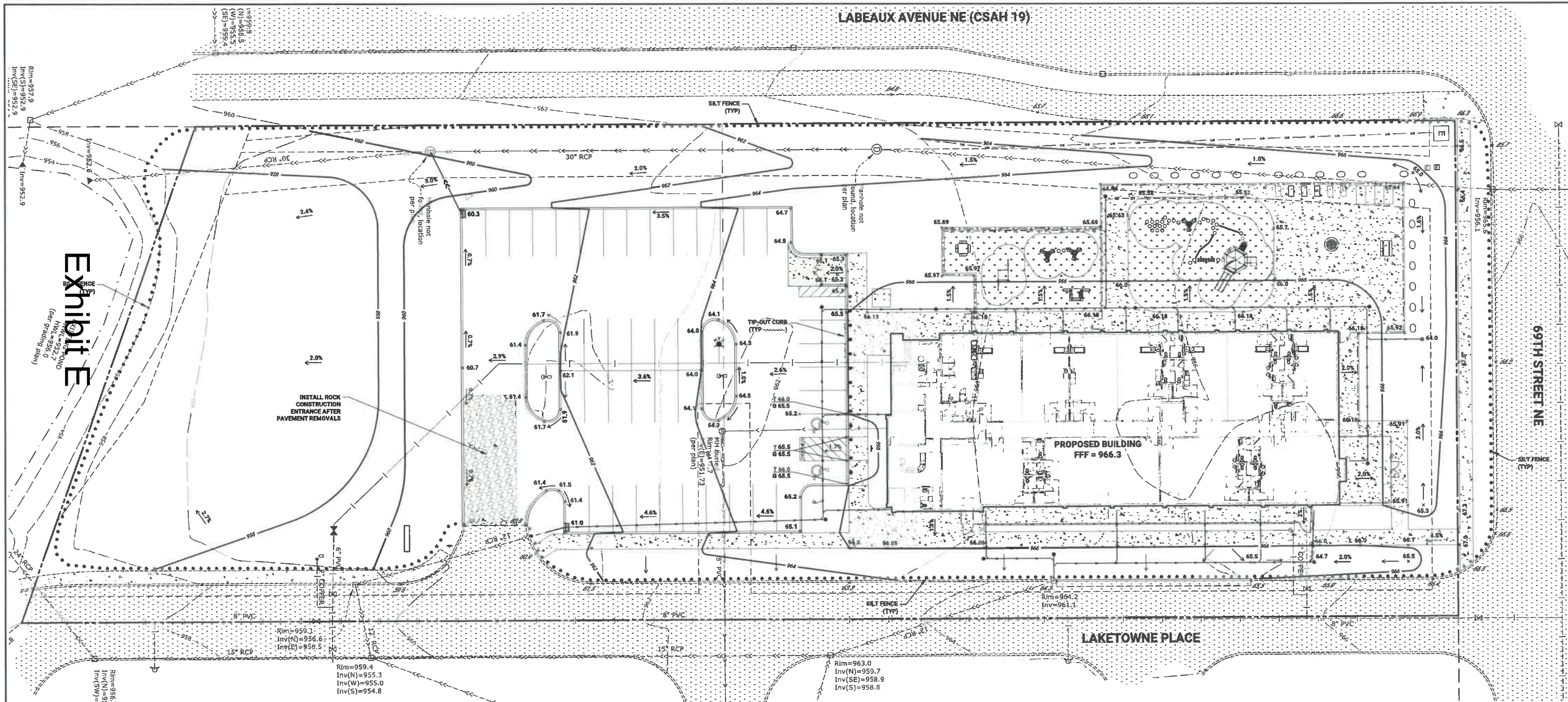
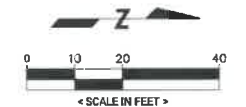


Exhibit E

LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE WALK/STOOP
	CONCRETE PAVEMENT
	CURB LINE
	STORM SEWER
	SANITARY SEWER
	WATER MAIN
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	STORM CATCH BASIN
	STORM MANHOLE
	HYDRANT
	GATE VALVE
	LIGHT POLE
	OTHER SYMBOLS
	1' CONTOUR
	2' CONTOUR
	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
	SILT FENCE
	ROCK ENTRANCE

- GOVERNING SPECIFICATIONS**
- THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF OTSEGO SPECIFICATIONS.
 - THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
 - THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.
- GRADING NOTES**
- VEHICLE TRACKING REDUCTION DEVICE, SILT FENCE, AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
 - CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
 - CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODED, SEED, OR LANDSCAPED.
 - ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
 - ALL SLOPES STEEPER THAN 3:1 SHALL HAVE MNDOT CAT.1 EROSION CONTROL BLANKET AND SEED, OR APPROVED EQUAL.
 - STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF ROUGH GRADING OR INACTIVITY.
 - ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

BENCHMARK
 MINNESOTA DEPARTMENT OF TRANSPORTATION
 GSD STATION #50367, NAMED FIELD MNDT
 ELEVATION: 862.94 (NAVD 88)



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8195 VERNON STREET, ROCKFORD, MN 56373
 TEL: 612.730.2265 | WWW.CONTOURCD.COM

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: JOSEPH T RADACH PE
 SIGNATURE:
 DATE: 03/06/24 LIC #: 45889

REVISIONS	ISSUE DATE: 03/06/24	BY: JTR
1.		
2.		
3.		
4.		
5.		
6.		
7.		

OPPIDAN
 400 WATER STREET, SUITE 200
 EXCELSIOR, MN 55331

GRADING & DRAINAGE PLAN

EVERBROOK ACADEMY
 ALBERTVILLE, MINNESOTA

SHEET NUMBER
C4.1

PER THE CITY OF ALBERTVILLE LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES FOR THIS PROJECT ARE DETERMINED BY USING 2% OF THE TOTAL PROJECT VALUE. THE DEVELOPER WILL PROVIDE ADDITIONAL INFORMATION ON OVERALL PROJECT COSTS AND TOTAL LANDSCAPE VALUES.

TREES WILL BE PLANTED AT THE MINIMUM SIZES AS SHOWN ON THE PLANT SCHEDULE. PROPOSED MINIMUM SIZES ARE:
 1. 2.0" CAL. MINIMUM FOR DECIDUOUS TREES
 2. 1.5" CAL. MINIMUM FOR ORNAMENTAL TREES
 3. 3'-4" MINIMUM HEIGHT FOR CONIFEROUS TREES

LANDSCAPE CALCULATIONS:

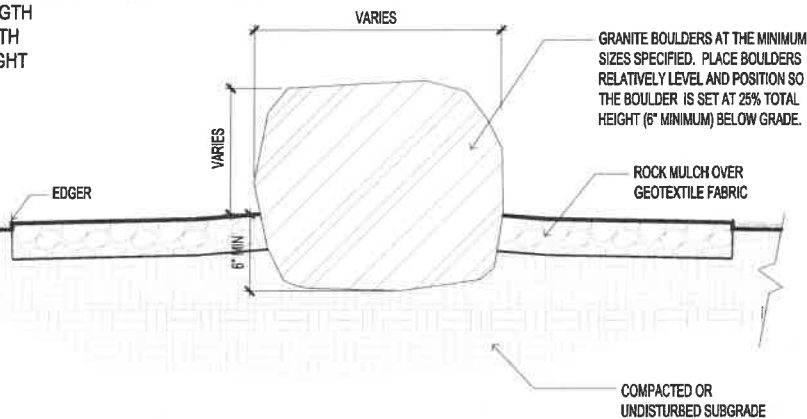
GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER GRANITE RIVER ROCK MULCH	3" DEPTH
	SOD	BLUEGRASS BLEND PEAT SOD	N/A
	TURF SEEDING	MN/DOT TURF SEED MIX #25-151 AT 200LBS/ACRE	N/A

GROUND COVER SCHEDULE:

INSTALL A TOTAL OF 19 GRANITE BOULDERS AT 8' ON CENTER AS SHOWN ON PLAN. BOULDERS SHALL MEET THE MINIMUM SIZES SHOWN BELOW:

- 48" LENGTH
- 30" WIDTH
- 30" HEIGHT

Exhibit F



1 ACCENT BOULDERS
SCALE: 1 1/2" = 1'-0"

PLANT SELECTIONS: SUBSTITUTIONS WILL BE CONSIDERED ONLY IF REQUESTED PRIOR TO BIDDING OF THE PROJECT. THE CONTRACTOR SHALL VERIFY AVAILABILITY OF THE SPECIFIED MATERIALS AND INFORM THE LANDSCAPE ARCHITECT OF ANY CONCERNS PRIOR TO SUBMITTING A BID.

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NURSERY STOCK STANDARDS AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).

UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'Y' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE THE ROOT FLARE. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE THE ROOT FLARE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL HAVE A FULL, NATURAL FORM CONSISTENT WITH THE SPECIES.

THE LANDSCAPE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF ANY DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

STORAGE OF PLANTS ON CONSTRUCTION SITE: PLANTS SHALL NOT BE STORED ON SITE FOR EXTENDED TIME PERIODS. IF PLANTINGS CANNOT BE PLACED IN THE GROUND, AND WELL WATERED THAT SAME DAY, THE PLANTINGS SHALL HAVE MOIST MULCH COVERING THE ROOTS AT ALL TIMES.

PLANTING INSTRUCTIONS: ALL PLANTINGS SHALL BE INSTALLED PER THE PLANTING DETAILS AS SHOWN IN THESE CONSTRUCTION DOCUMENTS. PARTICULAR ATTENTION WILL BE PAID TO OVERSIZING THE PLANTING HOLE AND CREATION OF A WATERING WELL TO ALLOW SOAKING OF THE PLANTING BACKFILL FOR EACH PLANTING.

EDGING AND MAINTENANCE STRIPS: BLACK POWDER COATED STEEL EDGER TO BE USED TO CONTAIN SHRUBS AND MAINTENANCE STRIP AREAS.

MAINTENANCE STRIPS SHALL HAVE EDGER AND MULCH AS SPECIFIED OR AS INDICATED ON DRAWINGS.

MULCHING: A 3" DEPTH OF RIVER ROCK MULCH SHALL BE CLEAN AND FREE OF ANY SIGNIFICANT DIRT, SOIL, OR ORGANIC MATTER THAT WILL PROMOTE WEED GROWTH. HIGH QUALITY GEOTEXTILE FABRIC, WITH EDGES OVERLAPPED AT LEAST 12", SHALL BE PLACED UNDER ALL ROCK MULCH.

ALL TREES SHALL HAVE A MULCH RING (MINIMUM 48" DIAMETER) OF 4" DEEP SHREDDED HARDWOOD MULCH WITH NONE IN DIRECT CONTACT WITH TREE TRUNK.

STAKING: STAKING OF THE TREES IS OPTIONAL, BUT THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CORRECTING ANY TREES THAT FALL OUT OF PLUMB DURING THE WARRANTY PERIOD.

REMOVAL OF TAGGING: ALL TAGGING AND PLANT LABELS SHALL BE REMOVED AFTER PLANTING. BALLED AND BURLAPPED PLANTINGS SHALL HAVE ANY ROPE REMOVED FROM THE TRUNK AND THE TOP OF THE WIRE CAGE REMOVED FROM THE BALL AFTER PLACEMENT IN THE PLANTING PIT.

WARRANTY PERIOD: ALL PLANTING SHALL BE COVERED BY A ONE YEAR WARRANTY PERIOD TO COVER REPLACEMENT OF ANY PLANTINGS THAT HAVE DIED OR ARE SHOWING OBVIOUS SIGNS OF STRESS AT THE WARRANTY INSPECTION. REPLACEMENT OF ANY FAILED PLANTINGS INCLUDES RE-ESTABLISHING CLEAN MULCH AROUND ANY REMOVALS AND OFF-SITE DISPOSAL OF ANY MATERIALS.

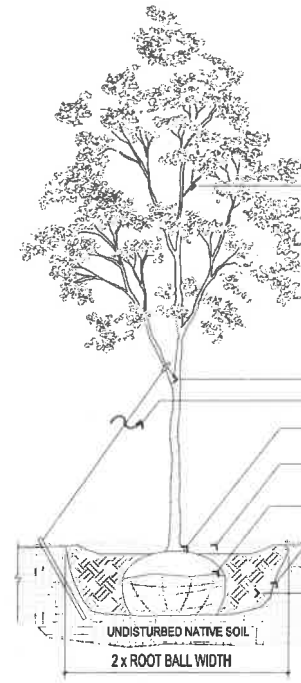
IRRIGATION: ALL PLANTING AREAS SHALL BE COVERED BY AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM WITH PROGRAMMABLE CONTROL STATION, RAIN SENSOR, AND SEPARATE ZONES FOR PLANTINGS.

SODDING ALL TURF AREAS SHALL BE BLUEGRASS SOD LAID PERPENDICULAR TO ANY SLOPES. STAGGER JOINTS AT LEAST 2" AND STAKE IF NEEDED TO KEEP FROM BEING DISPLACED BY HEAVY RAIN.

SEEDING ALL AREAS SHOWN FOR SEEDING SHALL BE HYDOMULCHED AFTER SEEDING IS PLACED USING A DRILL SEEDER (BRILLION OR OTHER). APPLY SEED IN TWO DIRECTIONS TO ENDURE FULL COVERAGE. ANY SLOPES OVER 4:1 SHALL HAVE STRAW EROSION BLANKET STAPLED IN PLACE.

SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS TREES						
PRE	4	PRINCETON ELM	Ulmus americana 'Princeton'	2.0" CAL	B&B	SINGLE STEM
RED	5	REDPOINT MAPLE	Acer rubrum 'Redpoint'	2.0" CAL	B&B	SINGLE STEM
SWO	6	SWAMP WHITE OAK	Quercus bicolor	2.0" CAL	B&B	SINGLE STEM
EVERGREEN TREES						
BHS	8	BLACK HILLS SPRUCE	Picea glauca densata	4' HGT	B&B	FULL FORM
PON	3	PONDEROSA PINE	Pinus ponderosa	4' HGT	B&B	FULL FORM
ORNAMENTAL TREES						
SSC	2	SPRING SNOW CRABAPPLE	Malus x 'Spring Snow'	1.5" CAL.	POT	5' O.C.

TREE PLANTING SCHEDULE:



2 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"

TREES SHALL BE PLUMB IN BOTH DIRECTIONS AFTER PLANTING. STAKING IS SUGGESTED, BUT IS AT THE CONTRACTOR'S DISCRETION. THE TREE MUST BE MAINTAIN PLUMB THROUGH THE WARRANTY PERIOD AND CONFORM WITH A.N.A. GUIDELINES FOR STANDARD LANDSCAPE PRACTICES

CONIFEROUS TREES GROWN FOR COMMERCIAL CHRISTMAS TREE PRODUCTION CANNOT BE USED FOR THIS PROJECT. TREE SPECIMENS SHOULD HAVE NATURAL FORMS OTHER THAN LIMITED PRUNING FOR HEALTHY GROWTH AND PLANT STRUCTURE.

PRUNE ANY DAMAGED OR CROSSING BRANCHES
 REMOVE ALL FLAGGING AND LABELING AND DISPOSE FROM SITE

INSTALL BACKFILL IN 8-12" DEEP LAYERS & SATURATE SOIL WITH WATER. DO NOT COMPACT MORE THAN NEEDED TO MAINTAIN PLUMB
 BACKFILL SHALL FORM WATERING RING AT OUTER EDGE AND BE FILLED WITH WATER AT TIME OF INITIAL PLANTING PRIOR TO MULCHING

VERIFY ROOT FLARE ELEVATION AND PLACE AT OR JUST ABOVE SURROUNDING GRADE
 4" DEEP MULCH - NO MULCH IN DIRECT CONTACT WITH TRUNK

CUT BACK WIRE BASKET AND REMOVE BURLAP FROM TOP OF BALL
 SCARIFY BOTTOM AND SIDES OF HOLE

LOAM PLANTING SOIL
 CONTRACTOR SHALL FIELD TEST PERCOLATION RATES PRIOR TO PLANTING AND NOTIFY LANDSCAPE ARCHITECT IF POOR DRAINAGE IS SUSPECTED

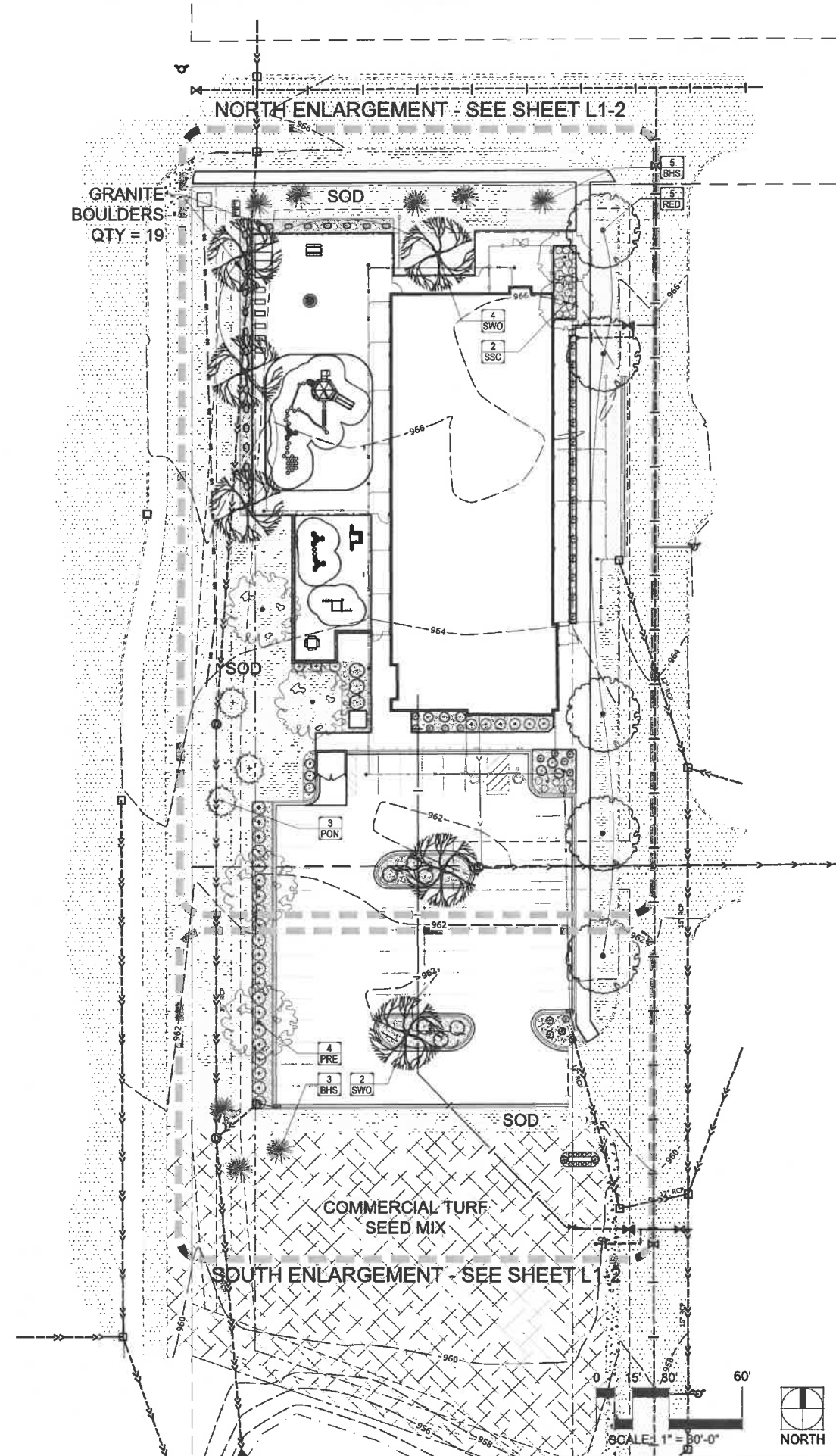


3 CONIFEROUS TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"

PLANTING NOTES:

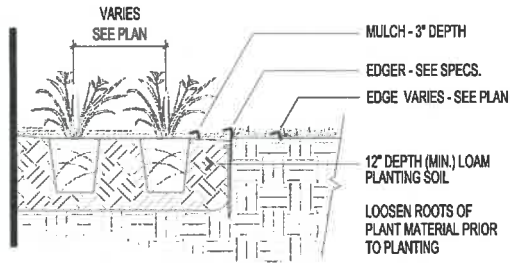
TREE PLANTING DETAILS:

TREE PLANTING AND OVERALL LANDSCAPE PLAN:

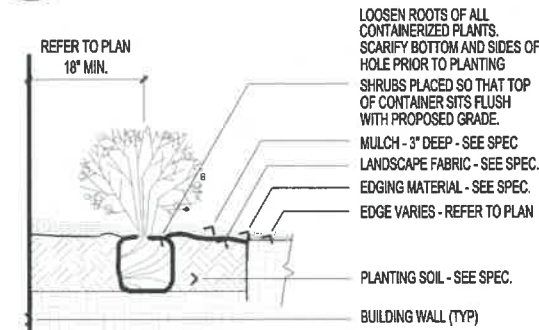


SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS SHRUBS						
ANH	4	ANNABELLE HYDRANGEA	<i>Hydrangea arborescens 'Annabelle'</i>	24"	POT	5' O.C.
AWS	9	ANTHONY WATERER SPIREA	<i>Cornus sericea 'Balladine'</i>	24"	POT	5' O.C.
DBH	6	DWARF BUSH-HONEYSUCKLE	<i>Diervilla lonicera</i>	24"	POT	5' O.C.
FDO	3	FIREDANCE DOGWOOD	<i>Cornus sericea 'Balladine'</i>	24"	POT	5' O.C.
CONIFEROUS SHRUBS						
DFJ	9	DAUB'S FROSTED JUNIPER	<i>Juniperus x pfitzeriana 'MonSan'</i>	5 GAL	POT	5' O.C.
SGJ	22	SEA GREEN JUNIPER	<i>Juniperus horizontalis 'Sea Green'</i>	5 GAL	POT	6' O.C.
PERENNIALS AND GRASSES						
HOF	12	HOSTA - FRANCES WILLIAMS	<i>Hosta x 'Frances Williams'</i>	1 GAL	POT	24" O.C.
KFG	27	KARL FOERSTER GRASS	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	1 GAL	POT	24" O.C.
SED	5	SEDUM - AUTUMN JOY	<i>Sedum x 'Autumn Joy'</i>	1 GAL	POT	24" O.C.
STD	10	STELLA d' ORO DAYLILY	<i>Hemerocallis x 'Stella d' Ore'</i>	1 GAL	POT	24" O.C.

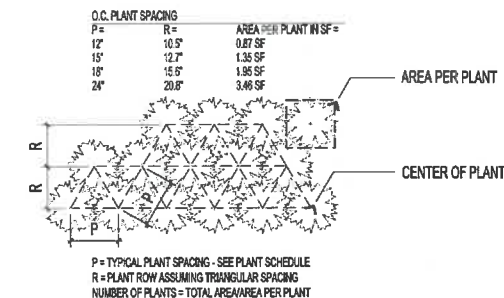
PLANTING SCHEDULE: [REDACTED]



1 PERENNIAL PLANTING
L1-2 SCALE: 3/4" = 1'-0"

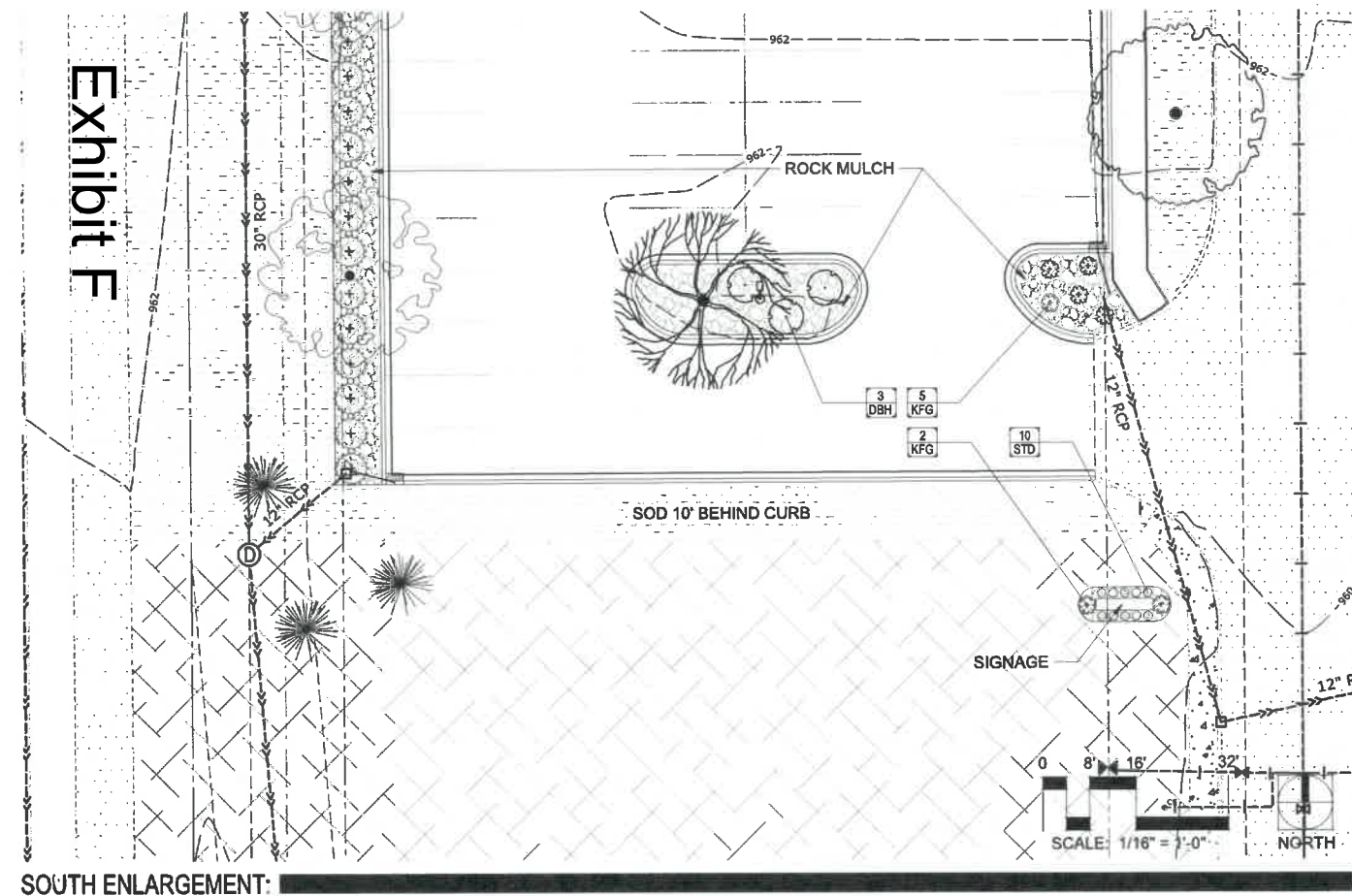


2 SHRUB PLANTING DETAIL
L1-2 SCALE: 3/4" = 1'-0"

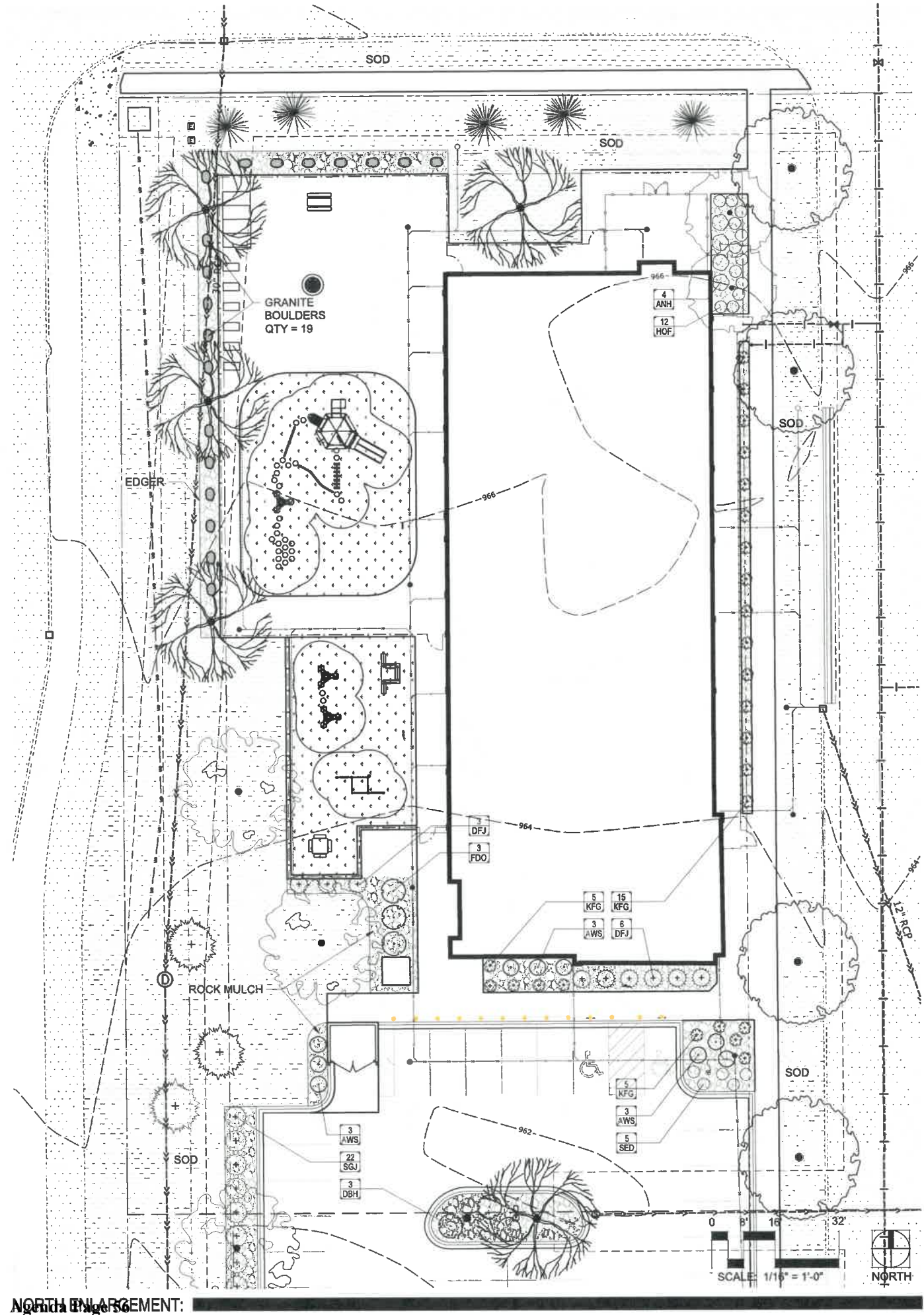


3 PERENNIAL SPACING GUIDELINES
L1-2 SCALE: 3/4" = 1'-0"

PLANTING DETAILS: [REDACTED]

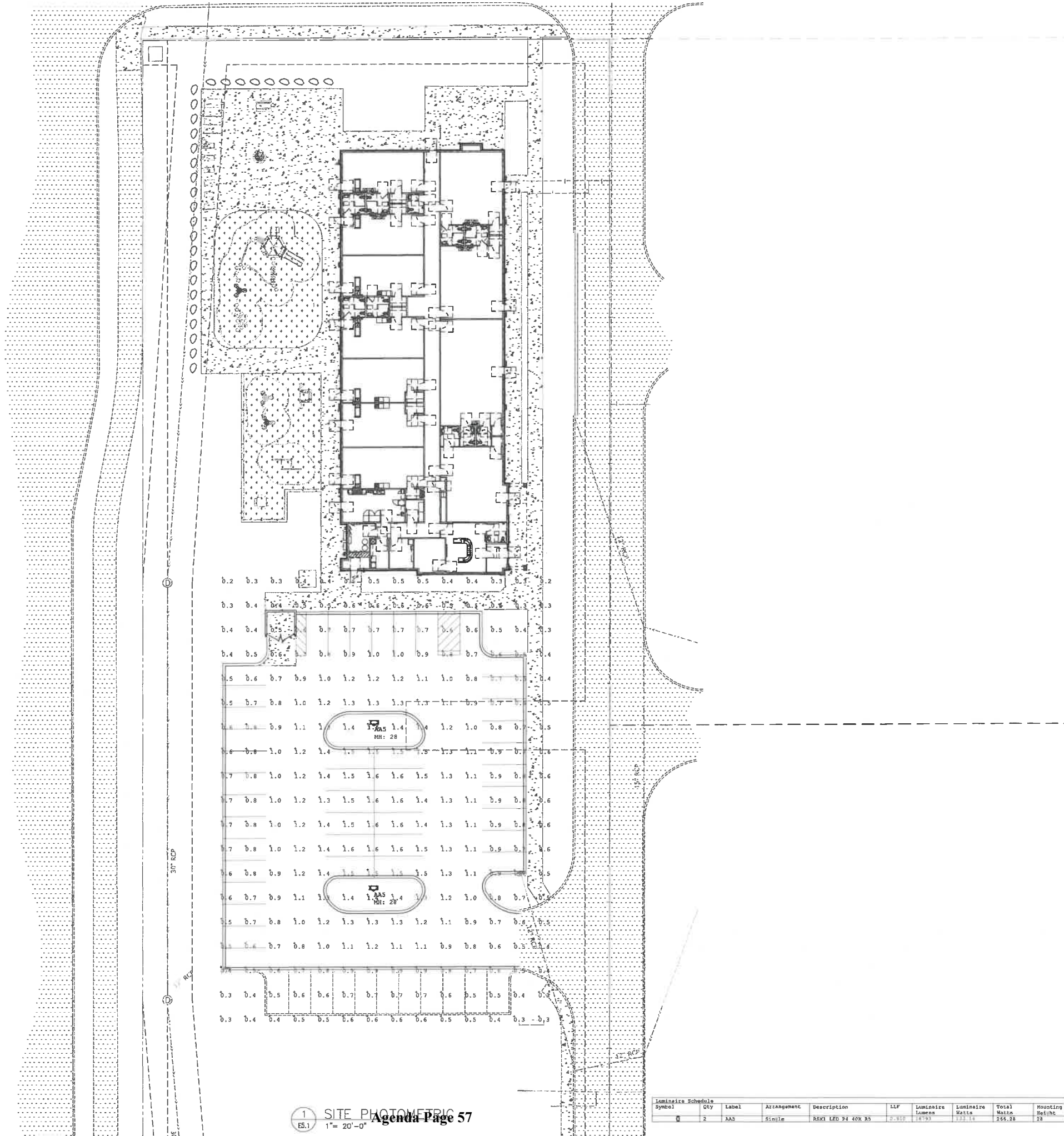


SOUTH ENLARGEMENT:



NORTH ENLARGEMENT:

Exhibit G



1 SITE PHOTOMETRIC
E5.1 1" = 20' - 0"

Luminaire Schedule	Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
	□	2	AAS	Similar	RXR LED P4 40K R5	0.90	1470	132.0	264.0	28



www.stinsonelectricinc.com

EVERBROOK

ALBERTVILLE, MN

DATE: 02-02-2024
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED MASTER ELECTRICIAN UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT ARCHAMBAULT
REGISTRATION NO: AM692332

STINSON electric inc.
612.788.0244
750 4th St. NW
New Brighton, MN 55112

DATE: 02-02-2024

DESIGN DEVELOPMENT

MARK	DATE	DESCRIPTION
	02/02/2024	For Review

PROJECT NO: C20000
CAD DWG FILE:
DRAWN BY: CW
CHK'D BY: BA
COPYRIGHT:

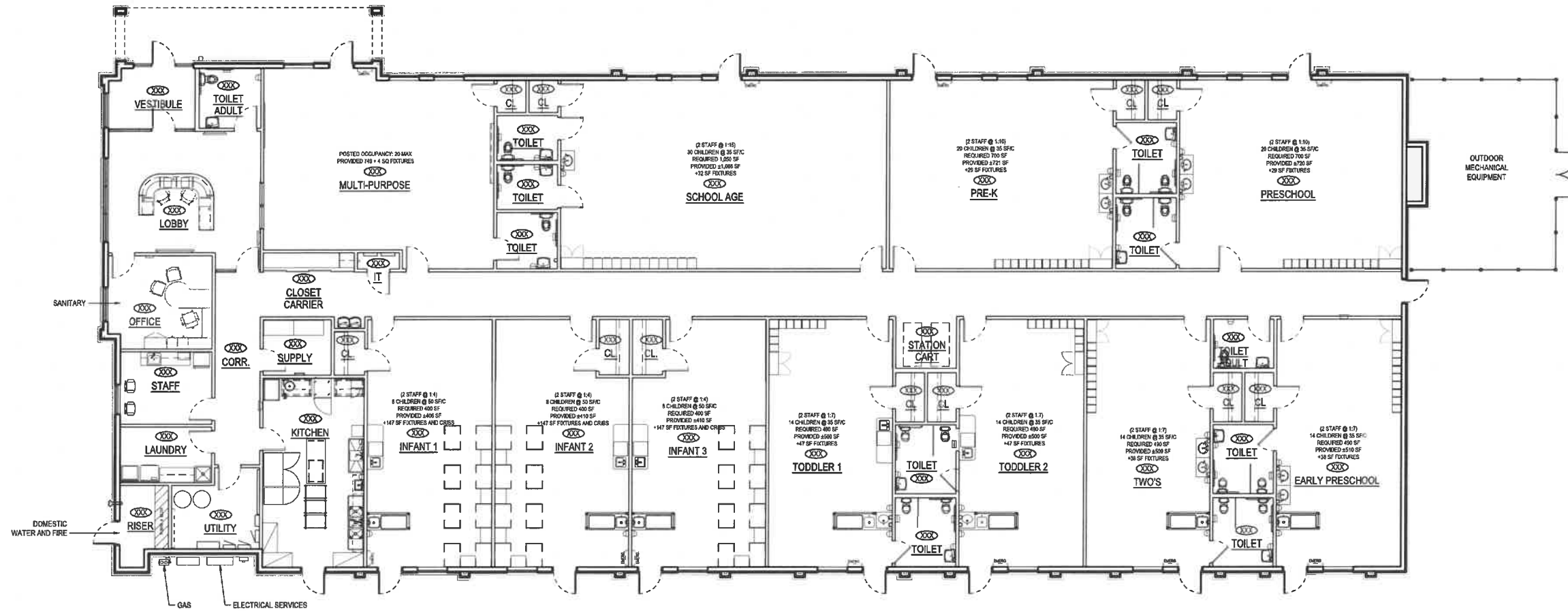
SHEET TITLE

SITE PHOTOMETRIC
E5.1

Exhibit H

OCCUPANCY - MINNESOTA										
ROOM:	RM. #	AGES:	RATIO	AREA PER CHILD (SF)	STATE MAX GROUP SIZE	PLAN MAX CAPACITY	STAFF REQ'D	MIN. AREA (SF)	PROVIDED AREA (SF)	
INFANT 1	XXX	6w-16m	1:4	50	8	8	2	400	406	
INFANT 2	XXX	6w-16m	1:4	50	8	8	2	400	410	
INFANT 3	XXX	6w-16m	1:4	50	8	8	2	400	410	
TODDLER 1	XXX	16m-33m	1:7	35	14	14	2	490	500	
TODDLER 2	XXX	16m-33m	1:7	35	14	14	2	490	500	
TWO'S	XXX	16m-33m	1:7	35	14	14	2	490	509	
EARLY PRESCHOOL	XXX	16m-33m	1:7	35	14	14	2	490	510	
PRESCHOOL	XXX	33m-kinder.	1:10	35	20	20	2	700	718	
PRE-K	XXX	33m-kinder.	1:10	35	20	20	2	700	719	
SCHOOL AGE	XXX	kinder.+	1:15	35	30	30	2	1,050	1,066	
				TOTALS	150	20	5,610	5,748		

BUILDING DATA	
BASE BUILDING AREA:	11,758 SF
NOTE: PROVIDED CLASSROOM AREA HAS BEEN CALCULATED INCLUDING THE SPACE OCCUPIED BY BUILT-IN FIXTURES AND CRIBS AS PER STATE REGULATIONS.	



1
A1.0 FIXTURE PLAN
SCALE: 1/8" = 1'-0"



17710 Debell Avenue
Lakewood, Ohio 44107
Phone (216) 521-5134
Fax (216) 521-4624
www.adaarchitects.com

MINNESOTA V4 PROTOTYPE

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REVISIONS

#	DATE	TYPE
1		
2		
3		
4		
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7		
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9		
10		

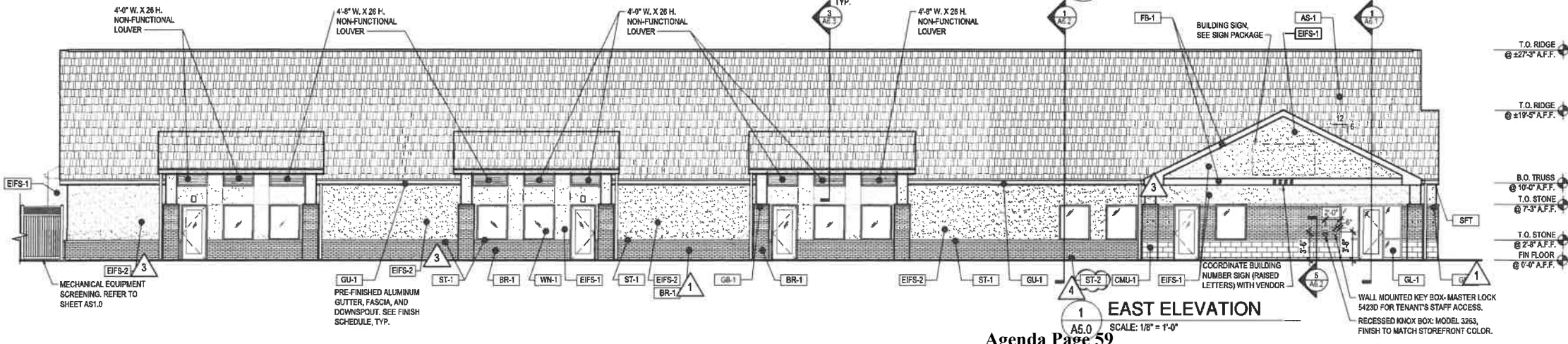
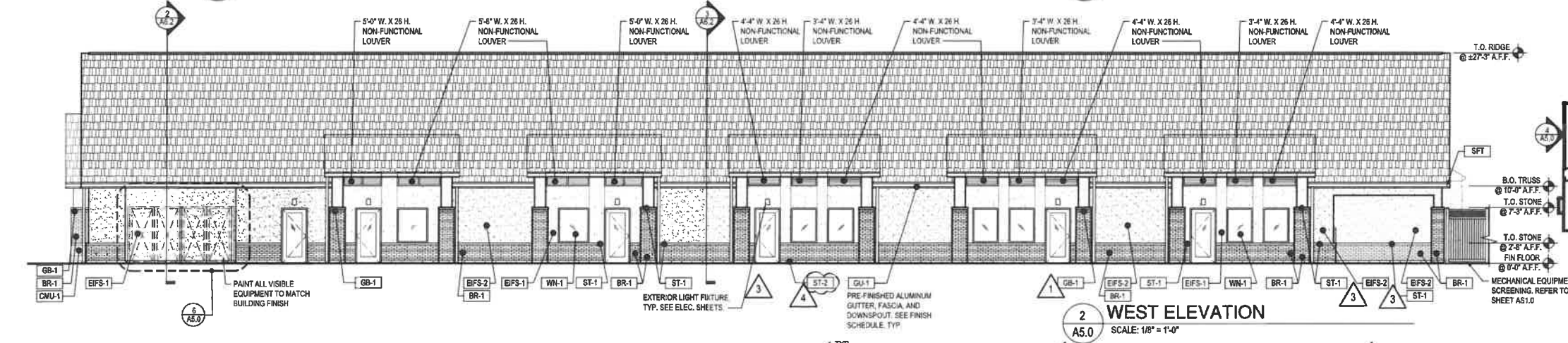
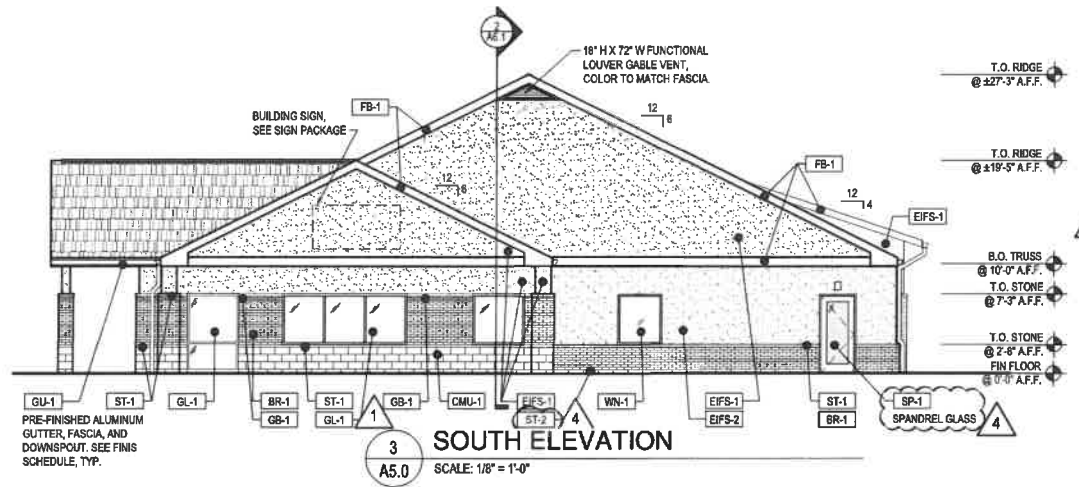
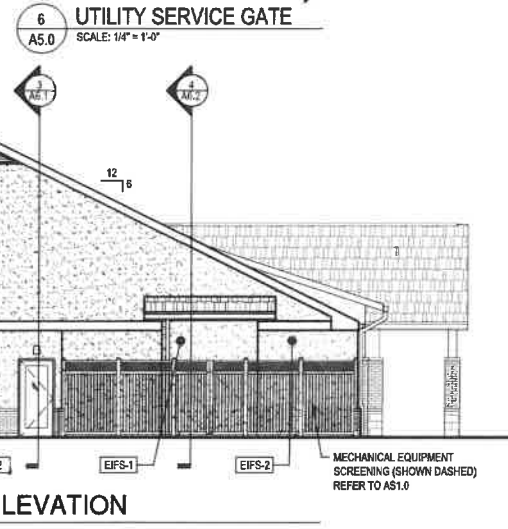
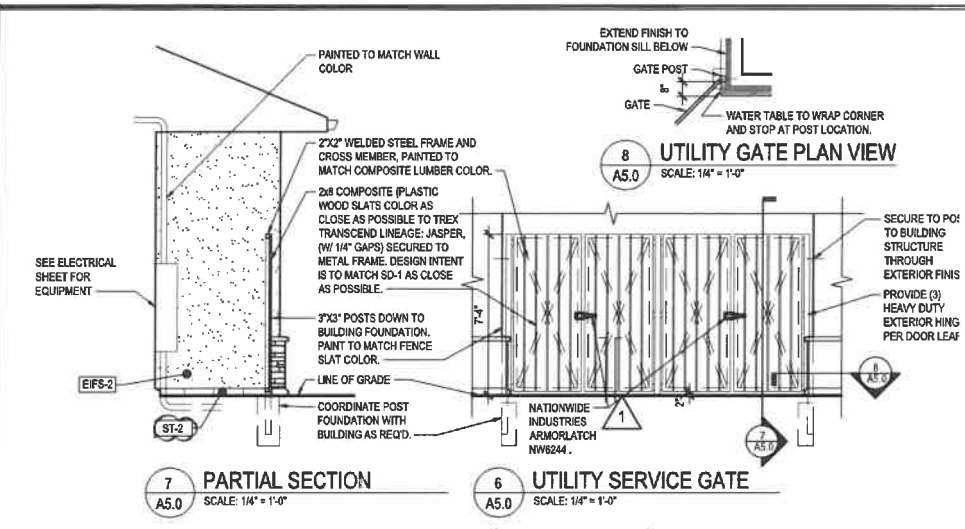
FIXTURE PLAN

DATE 03/13/2023

JOB NO. 19516

FP-1

SHEET NO.

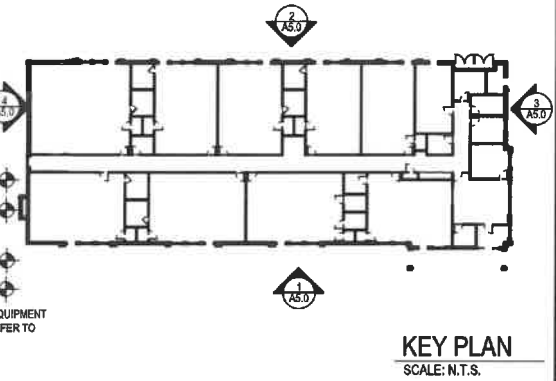


EXTERIOR ELEVATIONS GENERAL NOTES

- ALL MATERIALS NOT LABELED ARE TYPICAL FOR ALL SIMILAR LOCATIONS. QUESTIONS SHALL BE REFERRED TO THE ARCHITECT.
- EIFS SHALL BE DRYVIT, COMMERCIAL GRADE AS FOLLOWS: GENESIS BASE COAT, REINFORCING MESH BASE & FINISH COATS SHALL BE PROVIDED OVER EPS INSULATION BOARD, MECHANICALLY FASTENED OVER DRAINAGE MAT & WEATHER RESISTIVE BARRIER OVER EXTERIOR SHEATHING.
- ALL EIFS SHALL BE INSTALLED AS PER MFR'S RECOMMENDATIONS, INCLUDING ALL SEALANT, FLASHING, AND JOINERY AT DISSIMILAR MATERIALS. PROVIDE PANZER 20 REINFORCING MESH TO 8'-0" A.F.F. (TYP.)
- PROVIDE BLOCKING IN FAÇADE TO SUPPORT ALL BUILDING SIGNAGE.
- REFER TO ELECTRICAL DRAWINGS FOR LIGHTING INFORMATION.
- GC SHALL PAINT ANY EXPOSED PIPES, CONDUITS, OR UTILITY BOXES THAT ARE VISIBLE FROM THE SITE TO MATCH ADJACENT BUILDING EXTERIOR FINISH.

EXTERIOR FINISH LEGEND

TAG	DESCRIPTION
AS-1	ASPHALT SHINGLES: TIMBERLINE HD, COLOR: WEATHERED WOOD
BR-1	BRICK: BELDEN, 671 VELOUR
CMU-1	OHIO SPLIT FACE CMU: WHITE BY ECHELON MASONRY OR APPROVED SIMILAR
EIFS-1	EIFS: DRYVIT, OUTSULATION, FINISH: SANDPEBBLE DPR, COLOR: COLOR: #111 FRAMIE CLAY
EIFS-2	EIFS: DRYVIT, OUTSULATION, FINISH: SANDPEBBLE DPR, COLOR: #142ST SPECTRUM BROWN
FB-1	FASCIA BOARD: HARDIE, COLOR: AGED PEWTER
GB-1	GLAZED BRICK: BELDEN, TRITON GLAZE, SMOOTH, COLOR: BLUE (TWO COURSES)
GL-1	CLEAR ANODIZED STOREFRONT SYSTEM, GLAZING COLOR: CLEAR
GU-1	PRE FINISHED ALUM GUTTER AND DOWNSPOUTS, COLOR TO MATCH FASCIA (FB-1)
SFT	VENTED VINYL SOFFIT: STANDARD COLOR TO MATCH BUILDING FASCIA BD. (FB-1) AS CLOSE AS POSSIBLE
ST-1	STONE SILL: READING ROCK, ROCKCAST, SMOOTH, COLOR: CREAM BUFF
ST-2	GROUNDFACE: 40YS BY EP HENRY OR EQUAL
WN-1	VINYL WINDOWS, COLOR: ALMOND
SP-1	INSULATED SPANDREL GLASS. APPLY SPANDREL COATING TO GLAZING SURFACE #3. COLOR MEDIUM GREY.
DOOR FRAMES	PAINT INTERIOR FACE OF H.M. DOORS COLOR: SW 7531 CANVAS TAN, U.N.O. PAINT EXTERIOR FACE OF H.M. DOORS AND FRAMES COLOR: TO MATCH THE GLAZED BRICK (GB-1)
DECORATIVE LOUVER	SURFACE MOUNTED PVC VENT - NON FUNCTIONAL STANDARD LOUVER W/ NARROW FLAT TRIM BY "ARCHITECTURAL DEPOT" OR SIMILAR. PRIME & PAINT TO MATCH FASCIA COLOR. (VINYL SAFE 100% ACRYLIC LATEX PAINT)
MTL TRIMS AND FLASHING	PRE FINISHED METAL: COLOR TO MATCH ADJACENT FINISH AS CLOSE AS POSSIBLE. U.N.O.



ADA ARCHITECTS
17710 Beloit Avenue Lakewood, Ohio 44107
Phone (216) 524-5134 Fax (216) 524-4824
www.adaarchitects.com

V4 PROTOTYPE

CITY, STATE, ZIP
STREET ADDRESS

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#	DATE	TYPE	REVISION
1	12/15/2023	PROTOTYPE UPDATES	
2	02/21/2025	PROTOTYPE UPDATES	
3	08/07/2025	PROTOTYPE UPDATES	
4	11/17/2025	PROTOTYPE UPDATES	
5			
6			
7			
8			
9			

EXTERIOR ELEVATIONS

DATE 02/01/2022
JOB NO. 19516
A5.0
SHEET NO.



MEMORANDUM

Date: April 3, 2024
To: Paul Tucci - Oppidan
Cc: John Middendorf – Utility Superintendent
Kevin Benshoof - Building Official
Eric Bullen - Fire Chief
Al Brixius, City Planner
From: Adam Nafstad, P.E., City Engineer
Subject: **Everbrook Academy**
Civil Site Plan Review

Review comments for plans dated 03-06-2024 prepared by Contour Civil Design.

General Conditions of Approval

1. Plans shall comply with Minnesota State Fire Code (MSFC) for fire flows and Fire Features found in Chapter 5.
2. The Applicant secures the necessary construction permits required for the improvements and provides the City with a copy of the permits prior to the start of construction. Permits include NPDES (storm water) and Mn Department of Health (watermain).
3. All Improvements shall be constructed in accordance with the latest edition of CEAM's Standard Utility Specifications and Albertville City Standards.
4. Record drawings of all site improvements, as described by the City's As-Built Checklist, shall be submitted prior to issuance of CO.
5. All signing and striping shall be in accordance with the latest edition of the MMUTCD and as required by fire regulations.
6. All sidewalks, pedestrian ramps, handicap stalls and accessible routes shall be compliant with ADA standards.
7. SAC and WAC, as well as, Storm Water Connection charges shall be paid prior to building permit issuance.

Civil Design/Construction Plans

8. The water service set to be abandoned shall include removal of the 8x6 tee, sleeving, and street patching
9. Provide separate domestic and fire protection water services. Domestic service shall include a shut off valve located in the easement.
10. Remove and replace the existing GV at the point of connection.

11. A 20-ft easement shall be provided over the watermain up to and including the fire hydrant.
12. Note on plans: All watermain fittings shall be epoxy coated and all fittings and valves shall be secured utilizing stainless steel bolts, or approved equal, with the use of sacrificial zinc anode caps.
13. The existing stormwater structures will need to be located and adjusted to grade.
14. The proposed play area and fence are located in a drainage and utility easement, and on top of storm sewer. Note on plans: Protect Storm Sewer.

Upon final revisions, please provide a signed construction plan set for final review.

Please let me know if you have any questions.

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

RESOLUTION NO. 2024-16

RESOLUTION APPROVING REQUESTS FOR A LOT COMBINATION OF LOTS 2 AND 3 BLOCK 1, SHOPPES AT TOWNE LAKES TWO, PUD SITE AND BUILDING PLANS FOR EVERBROOKE DAYCARE. TO CONSTRUCT A 11,500+ SQ. FT. COMMERCIAL DAYCARE WITHIN THE CITY OF ALBERTVILLE

WHEREAS, Oppidan Holdings LLC. has submitted applications and plans for the development of a 11,500+ sq. ft. Commercial Daycare on a 2.26 acre site (combined Lots 2 and 3, Block 1, Shoppes At Towne Lakes Two) located at the southeast corner of 69th Street and County Road 19. To facilitate the development proposal, the following development applications have been requested,

1. Lot Combination of Lots 2 and 3, Block 1, Shoppes at Towne Lakes Two.
2. Amendments to the 2006 Shoppes At Towne Lakes Two PUD/CUP related to land use restrictions on lot 3, Block 1 and shared parking easements.
3. PUD-Site and Building Plan Review

WHEREAS, City Staff has reviewed submitted plans and prepared a planning report dated April 1, 2024 and Engineer's memorandum dated April 3, 2024, and

WHEREAS, the Albertville Planning Commission met and held a public hearing on April 9, 2024, to consider the applications for the combination of Lot 2 and 3, Block 1, Shoppes at Towne Lake Two, amendments to the Shoppe of Towne Lakes Two PUD/CUP. and PUD site and building plans for Everbrooke Daycare; and

WHEREAS, upon considering the application materials, the April 1, 2024 Planning Report, April 3, 2024, Engineer's Memorandum and public testimony the Planning Commission closed the public hearing and recommended that the City Council approve the requested the combination of Lot 2 and 3, Block 1, Shoppes At Towne Lakes Two, amendment to the Shoppes At Towne Lakes Two PUD/CUP, and PUD site and building plans with the findings and conditions outlined in the April 1, 2024, Planning Report and April 3, 2024 Engineer's memorandum; and .

WHEREAS, upon considering the application materials, the April 1, 2024, Planning Report, April 3, 2024, Engineer's Memorandum and the recommendations of the Planning Commission, the City Council agrees with the findings and recommendations of City Staff and the Planning Commission.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Albertville, Minnesota hereby approves the combination of Lots 2 and 3, Block 1 of Shoppes At Towne Lakes Two, amendments to the Shoppes At Towne Lakes Two PUD/CUP and PUD site and building plans based on the following findings and conditions.

Lot Combination

The Albertville City Council approves the combination of Lots 2 and 3, Block 1, Shoppes At Towne Lakes Two subject to the following findings and conditions.

Findings.

1. The proposed lot combination results in a single lot that meets the lot area and width requirements of the B-2A zoning district.
2. The proposed Commercial development will be compliant with the approved PUD/CUP performance standards.

Conditions.

1. A sanitary sewer easement that extends into the lot will remain in place. The site plan shows an improved parking lot over this utility easement. This can be acceptable provided the easement agreement is in-place that allows the City to access the utility underlying easement and the property owner would be responsible for the cost of replacing the improvements within the easement.
2. The Water service into the site shall be covered by a utility easement. The easement shall be twenty feet wide centered on the water service.
3. Lot access will be via private streets the property and new daycare shall be part of an association that contributes to the maintenance, repair, and replacement of the private street. The association membership is also required for the maintenance of other common elements (ponding, streetlights, etc.). Applicant shall provide evidence that the association does exist and is functioning.
4. The applicant enters into a revised PUD/development agreement with the City.

PUD/ CUP Amendments: The Albertville City Council approves the following PUD/CUP amendment with conditions.

1. The City Council repeals the requirement limiting the development of lot 3, Block 1 Shoppes At Towne Lakes Two to an 8000 sq. ft. restaurant.
2. The City approves the exception to the shared parking easement for Lots 2 and 3, Block 1 Shoppes At Towne Lakes Two, provided the applicant provides agreement of all property owners in the subdivision relinquishing their share of the parking easement interest in the Lots 2 and 3.
3. The Applicant provide documentation of an established and functioning business association over all the Shoppes At Towne Lake Two Lots for the management, maintenance and repair of the private streets and common elements of the subdivision.

PUD Site and Building Plan

The Albertville City Council approves the architectural floor plan drawings dated March 13, 2023, architectural building elevation plan dated February 1, 2022, and the Civil Plans dated March 6, 2024, for the Everbrooke Daycare with the following conditions.

1. Approval of the requested subdivision combining Lot 2 and 3, Block 2 Shoppes at Towne Lakes Two.
2. The Applicant shall enter into a revised PUD agreement that: removes the land use/zoning restriction on Lot 3, Block 1, Shoppes of Towne Lakes Two allowing the daycare use and removes the site from the required shared parking requirement of the original PUD.CUP agreement.
3. The parking lot be shifted west to provide a landscape area along the east side of the parking lot to allow landscape screening of the parking lot. The parking stalls shall be revised to provide a 20 foot stall length.
4. Applicant shall provide a design elevation of the trash enclosure for City approval.
5. The photometric plan shall be revised to illustrate the light levels around the building pertaining to the buildings wall mounted light fixtures. Detail cut-sheets of proposed wall mounted and freestanding light fixtures showing that they are 90-degree cut-off and shield light source. The lighting plan shall show the pole height and design of the freestanding lights.
6. The Applicant shall provide a detail for each of the proposed fences showing design, materials, gates, and gate latches for City approval.
7. The play area fence be shifted south to provide a 25 front yard setback from 69th Street right-of-way line.
8. All ground mounted or rooftop mechanical equipment must be screened from view of adjoining properties and public streets.
9. The Utility plan shall be revised to show potable water and fire suppression being separate service lines and valves leading into the building.
10. The Utility plan shall be subject to the review and recommendations of the April 3, 2024, Engineer's memorandum.
11. The Grading and Drainage plan shall be subject to the review and recommendations of the April 3, 2024, Engineer's memorandum.
12. The Applicant shall enter into a PUD/Development agreement outlining the terms of site development and conditions of PUD approval.

Adopted by the City Council of the City of Albertville this 15th day of April 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

April 15, 2024

SUBJECT: PUBLIC WORKS – PURCHASE OF KUBOTA UTILITY TRACTOR

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

MOTION TO: Approve purchase of a Kubota LX3520HSDC Utility tractor, 51” snowblower, 72” plow blade and a broadcast fertilizer spreader for \$42,645.05.

INFORMATION: The City has received a quote from Lano Equipment for a utility tractor and equipment for the Public Works department.

KEY ISSUES:

- The pricing for the Kubota Utility tractor and equipment is based on the Minnesota State Contract Pricing.
- The new tractor will be replacing the 2011 Kubota tractor, which will be sold at auction.

POLICY CONSIDERATIONS: It is the Mayor and Council’s policy to review and approve the purchases for the Public Works Department.

FINANCIAL CONSIDERATIONS: The funds for the Utility tractor would come from capital reserves designated for public works equipment. The current balance for public works machinery and equipment is \$58,910.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to approve equipment purchases.

Responsible Person: Tim Guimont, Public Works Supervisor

Submitted through: Adam Nafstad, City Administrator-PWD

Attachment:

- Proposal from Lano Equipment

Quote Provided By
 LANO EQUIPMENT, INC.
 Dave Underwood
 23580 STATE HWY 55
 LORETTO, MN 55357
 email: DAVE_U@LANOEQUIP.COM
 phone: 6122828327

-- Standard Features --

-- Custom Options --



LX Series LX3520HSDC

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Kubota Direct Injection
 EPA Tier 4 Complain
 4 Cylinder Engine
 Turbo Common Rail Electric Fuel Injection
 + 34.9 Gross Eng. HP
 + 28.7 PTO HP
 12V - 480CCA
 Dual Air Cleaner Element

EXHAUST EMISSION CONTROL TYPE

Diesel Particulate Filter

HYDRAULICS/HITCH/DRAWBAR

Open Center
 Tandem Pumps Gear Type
 4.1 gpm Power Steering
 5.4 gpm Remote/3 Pt. Hitch
 9.5 gpm Total Hyd. Flow

3-POINT HITCH & DRAWBAR

Cat I 3-point Hitch
 At Lift Points 2535 lbs.
 24" Behind 1962 lbs.
 Position Control 3-Point Valve

TRANSMISSION

Hydrostatic Drive
 Rear Differential Lock
 3 Forward Ranges
 3 Reverse Ranges
 Cruise Control
 Wet Disc Brakes

FLUID CAPACITY

Fuel Tank (ROPS) 8.5 gal.
 Cooling System 4.5 qts.
 Engine Oil 5.0 qts.
 Transmission and 5.5 gal.
 Hydraulics
 Front Axle 4.8 qts.

+ Manufacturer Estimate

SELECTED TIRES

sub27
 FRONT - 24x8.50-14 R3 Titan Multi Trac
 REAR - 13.6-16 R3 Titan Multi Trac

FRONT AXLE

Hydrostatic Power Steering
 Cast Iron
 Bevel Gear 4WD
 Tread Spacing - Nonadjustable

POWER TAKE OFF

Independent with Hydraulic Clutch
 Rear PTO - 2 Speed
 SAE Std 1 3/8" Six Spline
 540 rpm @ 2670 Eng. rpm
 540 rpm @ 1960 Eng. rpm
 Mid PTO - 1 Speed
 2460 rpm @ 2700 Eng. rpm

SAFETY EQUIPMENT

2-Post Center-Folding ROPS
 ROPS Certified CAB
 Retractable Seatbelt
 Flip-Up PTO Shield
 Safety Start Switches
 Electric Key Shut Off
 Parking Brakes
 SMV Sign

CAB FEATURES

Kubota-built Factory-Installed CAB
 Tilt Steering
 Cruise Control
 AC/Heater
 Deluxe Seat with Arm Rest
 Telescoping Stabilizers
 Integrated Loader Valve and Joystick
 12V Outlet and Cup Holder
 Front LED Work Lights and Headlights
 Front and Rear Wiper

INSTRUMENTS

Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature

LX3520HSDC Base Price: \$37,146.00

- (1) REAR LED LIGHT KIT/CAB B7345-REAR LED LIGHT KIT/CAB \$251.00
- (1) 4 POINT HITCH AND SUBFRAME LX6971-4 POINT HITCH AND SUBFRAME \$1,751.00
- (1) MID PTO DRIVELINE KIT LX6972-MID PTO DRIVELINE KIT \$1,133.00
- (1) CHASSIS REINFORCEMENT KIT LX6986-CHASSIS REINFORCEMENT KIT \$299.00
- (1) 51" COMMERCIAL SNOWBLOWER LX2970-51" COMMERCIAL SNOWBLOWER \$5,878.00
- (1) HYD. CHUTE DEFLECTOR W/ELECTRIC POWER BL7522-HYD. CHUTE DEFLECTOR W/ELECTRIC POWER \$1,219.00
- (1) SNOWBLOWER EXTENSION KIT B2799-SNOWBLOWER EXTENSION KIT \$155.00
- (1) 72" STRAIGHT BLADE LX2972A-72" STRAIGHT BLADE \$2,642.00

Configured Price: \$50,474.00

Sourcewell Discount: (\$11,104.28)

SUBTOTAL: \$39,369.72

Dealer Assembly: \$320.83

Freight Cost: \$1,150.00

PDI: \$400.00

ENGINE HEATER INSTALLED \$150.00

LANDPRIDE FSP500 BROADCAST SPREADER \$904.50

3PT PTO DRIVE

KUBOTA AM/FM RADIO INSTALLED \$350.00

Total Unit Price: \$42,645.05

Quantity Ordered: 1

Final Sales Price: \$42,645.05

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

April 15, 2024

SUBJECT: UTILITY DEPT - PURCHASE OF FIBERGLASS SERVICE BODY

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

MOTION TO: Approve purchase of a Brand FX Fiberglass Service Body from ABM Equipment for \$24,698. State Bid Contract # 224090

BACKGROUND: This is part of the programmed replacement of the 2008 Chevrolet 2500 Utilities truck. With no cancellations of the 2024 F250 that was ordered back in January, the truck should be delivered any day and at this time staff would like to order the service body.

KEY ISSUES:

- The proposed purchase will replace the 2008 Chevrolet 2500 utility truck.
- The price is based on the Minnesota State Contract Pricing.
- Staff would like to purchase the utility box before any price increases can be applied.

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 truck, box will be paid with ARPA funds, which is consist 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 of Albertville-PWD

Attachment:

- Quote from ABM Equipment



ABM Equipment, LLC
 333 2nd Street NE
 Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2024-03-27 Deal# 18274486635 Quote#

Phone: (952) 938-5451 / Fax: (952) 938-0159 / www.abmequip.com

Customer
 Albertville
 5959 Main Ave NE
 Albertville MN 55301
 ABM Representative
 Rick Loosbrock

Customer Representative
 First Name: John
 Last Name: Middendorf
 Cell Number: 7634973384 x132
 Email Address: johm@albertvillemn.gov
 Contact Initials:

Name	QTY	Subtotal
Truck Bodies Components and Custom Bodies State Contract T-765 (5) - 224090	1	\$0.00
1.03 - 56LS Fiberglass Body 56LS Fiberglass body for 56ca pickup with box removed. 96"L 82 3/4" W 42"H 10"H Aluminum Tailgate 15" Compartment Depth Alum Rock Guards HD Poly gas fill cup Automotive grade bubble gasket Bright White Gelcoat Bright White Interiors LED Exterior Lighting Flow-through ventilation system. Light adapter for specified chassis Non-skid compartment tops Included ICC lighting. One piece molded doors with automotive finish both sides. Recessed door jams 3/16" smooth aluminum bulkhead 3/16" smooth aluminum tail skirt Steel rear mounting brackets 1/8" tread plate floor Stainless steel hinges and hardware Automotive style dual rotary latch Vinyl coated stainless steel cable door stops.	1	\$15,476.00



ABM Equipment, LLC
 333 2nd Street NE
 Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2024-03-27

Deal# 18274486635

Quote#

1.3.2 - (2) Adj Shelves Two Adjustable Shelves (2) SS1 (2) SSH (2) SSR (2) CS1	4	\$1,704.00
1.3.7 - Divider Pack Divider pack for fiberglass shelves	8	\$232.00
1.5.2 - Locking Swivel hook Locking Swivel hook (ea) in CS3 - 0-3-0	3	\$159.00
1.6.1 - 1/8" Aluminum TP Floor 1/8" Aluminum TP Floor	1	\$0.00
1.9.22 - Aluminum Rock Guards Aluminum Rock Guards front of body both sides	1	\$104.00
1.9.25 - Spring Mount Kit	1	\$113.00
1.9.27 - Mud Flaps Furnish and install rear mudflaps	1	\$255.00
1.11.1 - 10" Aluminum tailgate with automotive style latch 1.12.1 - Galvanized sure step with ball plate Galvanized sure step with ball plate - single rear wheel	1	\$0.00
1.12.6 - Installation of the rear bumper Installation of rear bumper	1	\$434.00
1.21.1 - Stainless Steel Grab Handle Stainless Steel Grab Handle (ea) One ea side rear	2	\$138.00
1.23.1 - Auxilliary fuel fill kit for pickup box removal	1	\$434.00
1.23.16 - Extend Exhaust Extend exhaust to end of body	1	\$170.00
1.23.18 - Mount or re-locate OEM backup camera.	1	\$176.00
1.23.22 - Re-Program Chassis for OEM BU camera Re-program chassis ECM to accept backup camera	1	\$324.00



ABM Equipment, LLC
 333 2nd Street NE
 Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2024-03-27 Deal# 18274486635 Quote#

<p>1.24.3 - Paint body in lieu of Gelcoat Paint body in lieu of Gelcoat (service body) HX Antimatter Blue Due to body shape paint matching is not 100% guaranteed</p>	1	\$4,979.00
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Total \$24,698.00

Terms & Conditions

Estimated Completion Date: Subject to availability, based on information at the time of quote.

Validity of Quote: 30 Days - please contact ABM Equipment for an updated proposal after expiration.

Payment: Payment terms are Net 10 days. Any amount paid by a credit card will be subject to a surcharge fee.

A monthly interest charge of 1/2% will be added for late payments.

Taxes: This quote does not include applicable local, state, or (F.E.T.) federal taxes. The quote does not include title or licensing fees.

Delivery: Unless noted on this quotation, equipment is sold F.O.B. point of shipment, and ABM Equipment, LLC's responsibility shall cease upon delivering the equipment in good order to the carrier. ABM Equipment, LLC shall not be responsible for delays in delivery due to reasons beyond its control, including labor disputes and supply chain issues.

Warranty: Warranty coverage shall be based on the manufacturer's warranty terms. Warranty work is to be performed at ABM Equipment, LLC. The warranty does not include travel charges.

Cancellation: It is understood that any order on this quotation and accepted by the seller shall be firm in as much as ABM Equipment, LLC, in turn, must place firm orders for the equipment and the parts thereof. No cancellations may be made except on terms agreed to by ABM Equipment, LLC in writing.

Liability: ABM Equipment, LLC assumes no liability for damage due to theft, vandalism, fire, weather, or damage due to gradual deterioration or inherent defects in such property. In addition, we are not responsible for any damage while storing your chassis or parts on our premises while waiting for modification or installation. The storage location of the property shall be determined by ABM Equipment, LLC, at its discretion.

Entire Agreement: This quotation sets forth the full terms and conditions applicable to the equipment described herein and may not be modified without ABM Equipment, LLC written consent. The terms and conditions of this quotation shall prevail over those of any other writing concerning this equipment in case of any inconsistency between them.

Confidentiality: The information in this quote; and all supporting documentation is confidential and may only be used by ABM Equipment, LLC, and the customer listed on this quote

Chassis: You agree to accept the following when purchasing a new chassis through ABM Equipment.

1. ABM provided chassis - Pay for the chassis in full as soon as it is available to ABM Equipment for the mounting of the quoted components.
2. Customer supplied chassis - If the chassis is late or cancelled customer must pay for ABM ordered equipment, parts and components. Labor for the installation will be billed upon completion of the unit.
3. Chassis pricing should be considered a budgetary only and is subject to change when specific model year pricing becomes available from the OEM. Additionally, the chassis model year is subject to change based on availability at the time of the order.

*Due to extended lead times and market volatility, we reserve the right to impose a surcharge on the quoted price. We are experiencing surcharges from our suppliers, and passing these on to our customers has become necessary. ABM Equipment will inform you about these surcharges before you begin the build for your order. If ABM Equipment cannot proceed with the build at the scheduled time because of the unavailability of the chassis, ABM Equipment will invoice the customer for the cost of the equipment on hand, and payment will be due according to our standard terms.

Please sign below indicating your intent to purchase the above equipment at the price and terms quoted; or with modifications as stated below. The changes of materials to be supplied, terms of sale, or pricing are contingent upon acceptance by ABM Equipment, LLC.

Customer:

PO Number

Approved By:
 ABM Officer

Sales Rep Initials

April 15, 2024

SUBJECT: PUBLIC WORKS/ENGINEERING – 2024 STREET IMPROVEMENTS

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

MOTION TO: Adopt Resolution No. 2024-17 accepting the Low Bid for 2024 Overlay Improvements project.

BACKGROUND: The proposed improvement project was advertised and on March 21, 2024, the bids for the improvements were opened. A total of nine (9) bids were received with proposals ranging from \$996,550.43 to \$1,298,709.60, as shown on the attached Bid Tab.

The following elements, together with related work, are included in the project:

Street Overlay – The planned street segments identified on the attached will be surfaced milled and paved with 2” of bituminous wear course.

Miscellaneous – The project will also include spot curb repair, pavement milling, utility adjustments, boulevard/yard grading, and turf restoration.

KEY ISSUES:

- Low Bid for the project is \$996,550.43
- Low Bid received by Oman Contracting, Inc.
- Project area is consistent with 5-year Capital Street Plan.

FINANCIAL CONSIDERATIONS: The proposed project will be funded through multiple funds including the 2024 streets budget, and capital reserves. The low bid amount is for \$996,550.43. These figures do not include the overhead costs associated with construction administration, inspection, and testing. Overhead and construction contingencies are estimated to be approximately 5% of the construction amount.

LEGAL CONSIDERATIONS: The Mayor and Council possess the authority to authorize municipal improvements, and to accept or reject bids for municipal improvements.

Submitted Through: Adam Nafstad, City Administrator-PWD

Attached:

- Resolution No. 2024-17
- Bid Abstract
- Project Map

On file with the Clerk: Construction Plans and Specifications

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

RESOLUTION NO. 2024-17

**A RESOLUTION ACCEPTING LOW BID FOR THE
2024 STREET OVERLAY IMPROVEMENTS**

WHEREAS, plans and specifications for street overly, utility and other related municipal improvements to certain city streets have been prepared by Bolton & Menk, Inc. and such plans and specification have been presented to the Albertville City Council for approval; and

WHEREAS, pursuant to an advertisement for bids for the proposed improvements, the bids were received, opened and tabulated; and

WHEREAS, it appears that Omann Contracting, Inc. is the lowest responsible bidder.

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

1. The bid of Omann Contracting, Inc., said “Low Bidder”, in the amount of \$996,550.43 for the construction of said improvements in accordance with the plans and specifications and advertisement for bids is the lowest responsible bid.
2. Said bid of said Low Bidder is accepted.
3. The City Administrator and City Clerk are hereby authorized and directed to enter into a contract with said “Low Bidder” for the construction of said improvements for and on behalf of the City of Albertville.

Adopted by the City Council of the City of Albertville on this 15th day of April 2024.

Jillian Hendrickson, Mayor

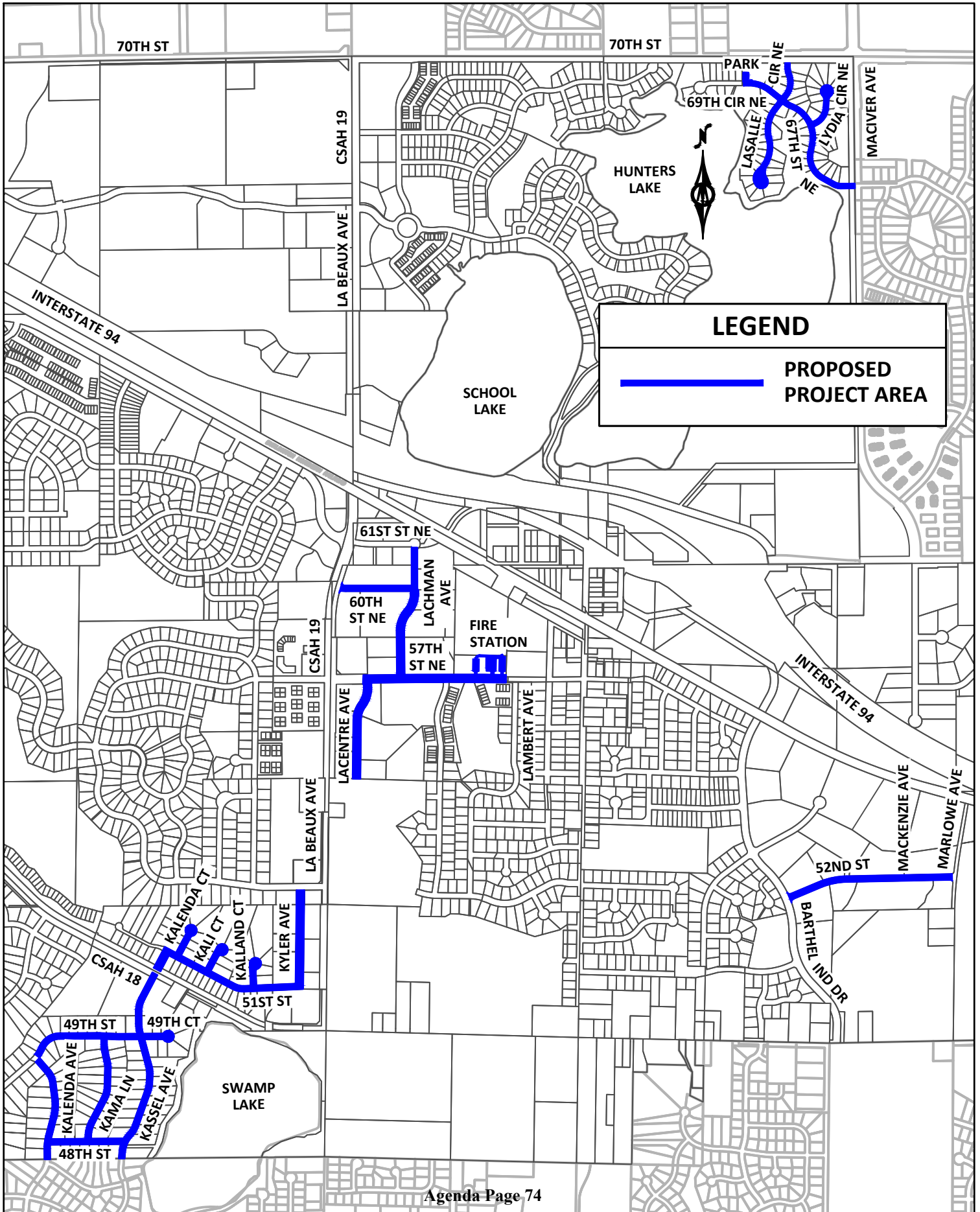
ATTEST:

Kristine A. Luedke, City Clerk

**CITY OF ALBERTVILLE
2024 STREET IMPROVEMENTS
BID DATE: MARCH 21, 2024 - 10:00 AM**

CONTRACTOR	TOTAL AMOUNT BID
Omann Contracting Companies, Inc.	\$996,550.43
Northwest Asphalt, Inc.	\$1,049,801.15
Knife River Corporation - North Central	\$1,069,651.65
OMG Midwest dba MN Paving & Materials	\$1,084,146.55
Asphalt Surface Technologies Corporation	\$1,098,219.04
GMH Asphalt Corporation	\$1,109,341.40
Park Construction Company	\$1,165,559.30
Valley Paving, Inc.	\$1,208,812.40
Duininck, Inc.	\$1,298,709.60

2024 Street Improvements



April 15, 2024

SUBJECT: PUBLIC WORKS/ENGINEERING – 2024 CONCRETE IMPROVEMENTS

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

MOTION TO: Accept Low Quote for 2024 Concrete Improvements submitted by Fehn Companies, Inc. in the amount of \$193,203.50.

BACKGROUND: Staff solicited quotes for the proposed concrete improvements and only two quotes were received. The low quote was submitted by Fehn Companies in the amount of \$193,203.50. The other quote was \$11,751 more than Fehn's.

The project generally includes removing and replacing 10 commercial driveway aprons, including the abutting sidewalk. The aprons are located on streets scheduled to be part of the 2024 Overlay project, and the work will be completed prior to the start of the overlay project, and Friendly City Days.

KEY ISSUES:

- The work will be completed prior to the Overlay project.
- Fehn Companies submitted the low quote in the amount of \$193,203.50. We will potentially be deleting approximately \$27,000 of bituminous patching from this project, as it will be included with the Overlay project.
- The City will contract with Fehn Companies to complete the work.
- The project is expected to begin at the end of the month and be complete by June 1.

FINANCIAL CONSIDERATIONS: The proposed project will be funded through multiple funds including the 2024 streets budget, and capital reserves. The quote is in the amount of \$193,203.50. These figures do not include the overhead costs associated with construction administration, inspection and testing. Overhead and construction contingencies are estimated to be approximately 5% of the construction amount.

LEGAL CONSIDERATIONS: Typically, projects exceeding \$175,000 would be bid out as State Statutes requires sealed bids be solicited by public notice for contracts estimated to exceed \$175,000. The Engineer's Estimate for this project was less \$175,000, and as such quotes were solicited from 6 contractors and only two submitted quotes.

The Mayor and Council possess the authority to authorize municipal improvements, and to accept or reject quotes for municipal improvements.

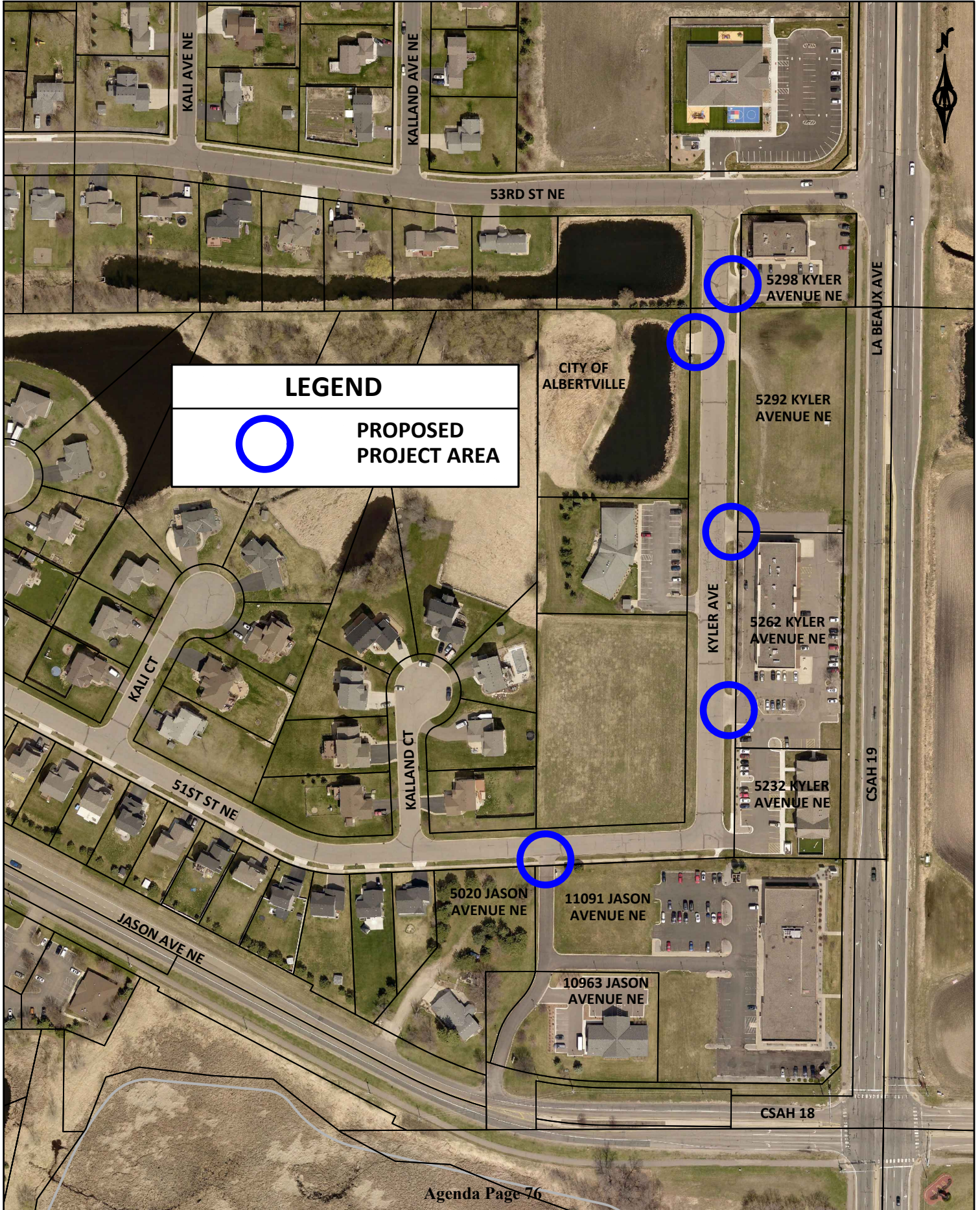
Submitted Through: Adam Nafstad, City Administrator -PWD

Attached:

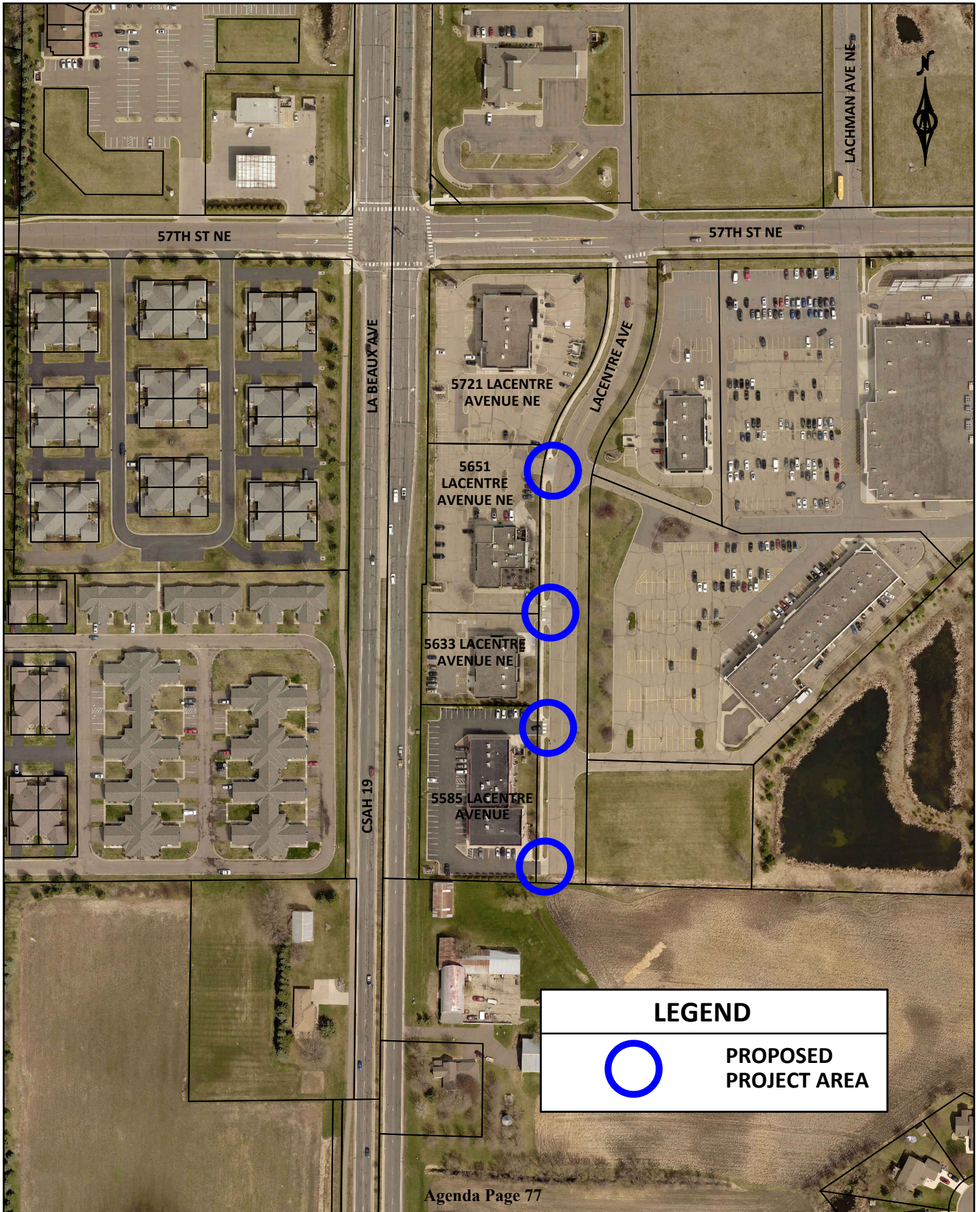
- Project Maps

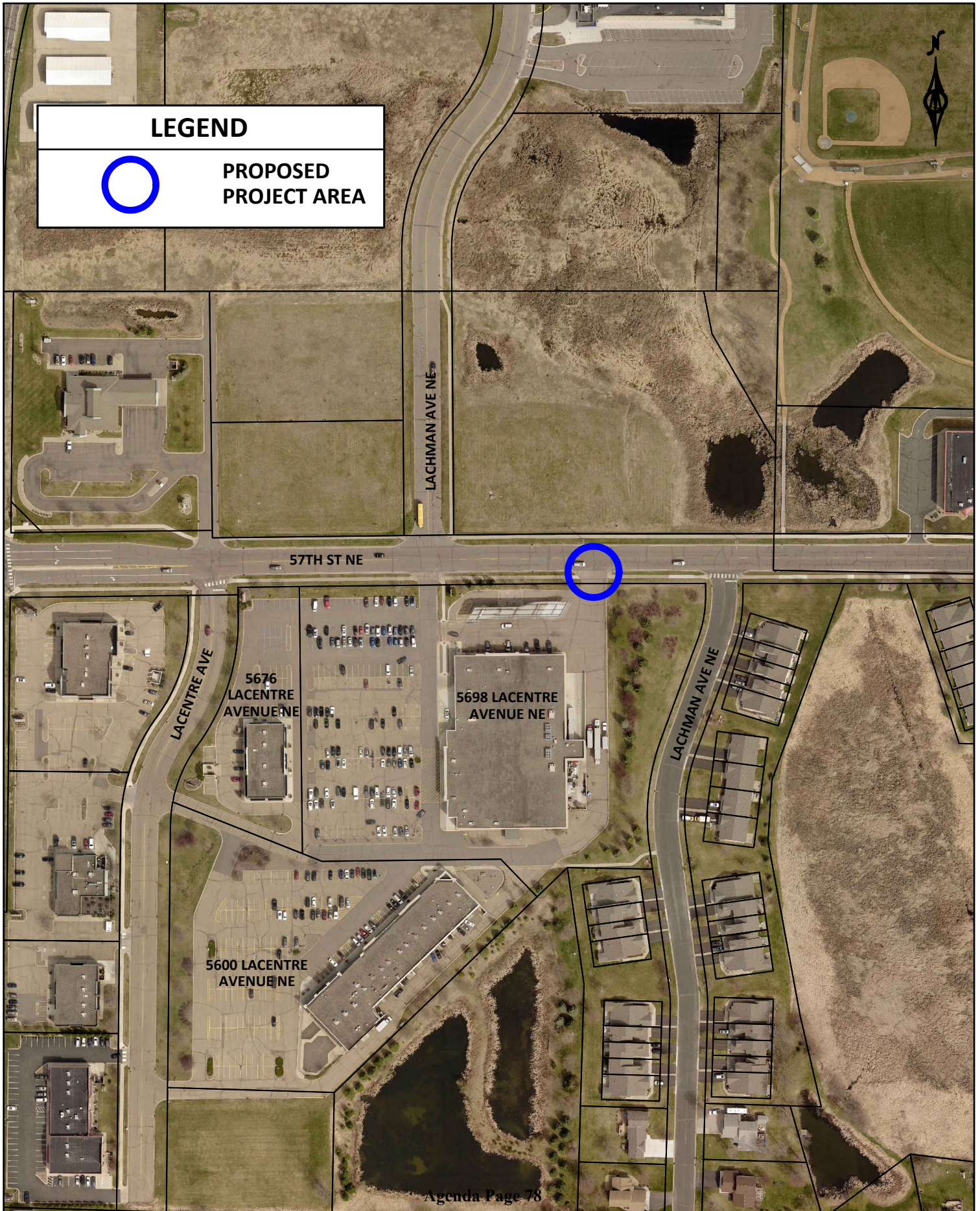
On File: Plans and Specifications, Abstract of Quotes

2024 Concrete Improvements



2024 Concrete Improvements





April 15, 2024

SUBJECT: LEGAL – AMENDMENT TO AVA SECOND ADDITION DEVELOPER’S AGREEMENT

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

MOTION TO: Approve the First Amendment to AVA Second Addition Developer’s Agreement and authorizing City staff to fill in the required letter of credit amounts per the City Engineer’s recommendations.

BACKGROUND: The City Council has granted preliminary and final plat approval to the AVA Second Addition plat in 2022, with the intention that Lot 1 would be developed as a climate controlled self-storage use. That use has not materialized and Medart, Inc. is proposing to now combine lots 1 and 2 and construct a warehouse on the two lots. This will necessitate a change to the original AVA Second Addition PUD Agreement.

KEY ISSUES:

- The Property will comply with the I-2 zoning district.
- The developer’s agreement requires the developer to provide a temporary pond easement over the existing Karmen Avenue pond as the existing platted drainage easement must be vacated in order to combine the lots. The temporary easement and the pond will remain in place until the replacement pond is constructed elsewhere on the property per the plans and specs.
- All ponds must be completed before any building permits will issue.
- The only municipal improvements to be constructed will be the storm sewer ponds. There is no public street or public utility work being performed on this plat.
- The Developer is required to post a letter of credit.
- Because the Developer has requested that the City vacate the easement over the pond that is currently taking water from Karmen Avenue and the Developer is proposing to reroute Karmen Avenue’s water to a pond that also takes a significant amount of water from the lots in the plat, the Developer will be required to maintain that pond even though it will hold City water.

POLICY/PRACTICES CONSIDERATIONS: Except for the specific PUD provisions and the vacation of the existing drainage and utility easements, this developer’s agreement is consistent with prior Albertville developer’s Agreements.

FINANCIAL CONSIDERATIONS: Approval of the developer’s agreement will and the development of the site as a warehouse use will increase the City’s tax base and will result in the payment of storm water fees to the City.

LEGAL CONSIDERATIONS: Except for the specific PUD issues and the pending issues addressed above, this developer’s agreement follows the City’s standard developer’s agreement pattern.

Responsible Person: Mike Couri, City Attorney

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- First Amendment to AVA Second Addition Developer’s Agreement

**CITY OF ALBERTVILLE
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT/
PLANNED UNIT DEVELOPMENT AGREEMENT
AVA SECOND ADDITION**

THIS AGREEMENT, entered into this ____ day of _____ 2024 by and between Medart, Inc., a _____ Corporation, referred to herein as “Developer”; and the CITY OF ALBERTVILLE, County of Wright, State of Minnesota, hereinafter referred to as “City”;

WITNESSETH:

WHEREAS, Developer is the fee owner of the real property legally described as Lots 1 and 2, AVA Second Addition, according to the plat of record as filed in the Office of the Wright County Recorder, Wright County, Minnesota, which real property shall hereafter be referred to as the “Subject Property.” and

WHEREAS, the City and Darkenwald Holdings had previously executed a Development Agreement/Planned Unit Development Agreement pertaining to the plat of AVA Second Addition and recorded as document number A1533354 in the Office of the Wright County Recorder, Wright County, Minnesota (hereafter, “Original Developer’s Agreement”); and

WHEREAS, the parties desire to modify the Original Developer’s Agreement as it pertains only to the Subject Property as set forth herein; and

WHEREAS, Developer has requested and the City has given approval to the following requests pursuant to the City’s Zoning Ordinance:

- A. The combination of Lots 1 and 2, Block 1, AVA Second Addition into a single lot and vacation of drainage and utility easements within the interior of the Subject Property; and
- B. Planned Unit Development Site and Building Plan Review;

WHEREAS, the City’s approval of Developer’s requests is contingent upon Developer entering into this First Amendment to Development Agreement/Planned Unit Development Agreement AVA Second Addition (hereafter, “Agreement”); and

WHEREAS, the City requires that Developer construct certain Municipal Improvements including, but not limited to, grading and installation of storm water ponding and municipal water on the Subject Property; and

WHEREAS, the City further requires that certain other improvements be installed by the Developer within the Subject Property, which improvements consist of boulevards, top soil and sod, grading control per lot, bituminous or concrete driveways and parking lots, drainage swales, landscaping, berming, parking lot lighting, street cleanup during project development, erosion control, and other site-related items; and

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party’s promises and considerations herein set forth, as follows:

1. **Zoning/Subdivision Approvals.** The following zoning-related items are hereby approved, subject to the following conditions:
 - A. Developer shall combine Lots 1 and 2 of said AVA Second Addition into a single lot as shown on the attached Exhibit A. Developer shall execute that easement dedicating permanent drainage and utility easements over the Subject Property as set forth on the attached Exhibit B.
 - B. Developer shall construct the improvements shown on the Site Plan attached as Exhibit C, including, but not limited to, concrete curb and sidewalk, bituminous parking lot, drive lanes and driveways, and parking lot lighting. Developer shall install bituminous to create an initial 73 parking spaces west of the building location, with an additional 141 parking stalls to be constructed with bituminous surfacing at a future date, subject to the following conditions:
 - i. On-site parking shall be limited to approved parking stalls only. Parking shall be prohibited on-street, within the drive lanes, loading areas, or unpaved surfaces.
 - ii. The applicant shall construct with bituminous pavement the additional 141 parking spaces required to meet the City’s Zoning Ordinance requirements upon notification from the City that such spaces, or a portion thereof, must be constructed. The City

may require such additional parking spaces if the on-site parking proves insufficient to meet the parking demand.

iii. All parking shall be designed and constructed to meet City parking standards.

C. Developer shall install landscaping as shown on the Landscaping Plan attached as Exhibit D, and shall replace those plants that may from time to time die such that the landscaping shown on Exhibit D is maintained as long as the building shown on the Site Plan is located on the Subject Property.

D. The landings and sidewalks adjacent to the exterior of the building shall be kept clear of obstructions and snow from the building doors to a drive aisle for emergency exit purposes.

E. The uses of the Subject Property shall comply with the City's ordinances and applicable state law at all times.

F. Developer shall develop Subject Property consistent with the Plans and Specifications as prepared by Lampert Architects dated _____ and as prepared by Landform dated _____, both of which are on file with the City Clerk. The Developer shall comply with all site plan approval conditions accompanying the City Council approval except where affirmatively modified by this agreement.

G. Developer shall install a gravel fire lane as shown on the attached Exhibit C for fire access to the building to be constructed on the Property. The gravel fire lane shall be constructed to meet the 2020 Minnesota State Fire Code, Fire Apparatus Access road for all-weather access standards. The gravel fire lane shall be improved to a bituminous or concrete surface upon the earlier of October 31, 2035 or upon the construction of an addition to the building shown on Exhibit _____. No occupancy shall be issued for the building on the Subject Property until the gravel fire access lane is complete.

H. All grading, drainage, utility and transportation issues that arise during development of the Subject Property shall be subject to review and approval by the City Engineer.

I. Developer shall maintain the storm sewer system and ponds that are to be constructed on the Subject Property. Developer understands that the storm water ponds on the Subject Property will contain storm water from Karmen Avenue as a result of the City granting Developer's request to vacate the drainage and utility easement that is currently being used for ponding water

from Karmen Avenue on the Subject Property. Developer agrees to maintain the storm water ponds at Developer's cost in perpetuity, including the pond(s) that may contain water from Karmen Avenue.

- J. Prior to the recording of the final plat, Developer shall provide the City with a temporary stormwater and utility easement over the ponding area shown on the attached Exhibit E. Said temporary stormwater and utility easement shall expire at such time as:
 - i. Developer completes construction of the ponds shown on the Grading and Drainage Plan shown on the attached Exhibit F; and
 - ii. Developer constructs the drainage conveyance system which conveys storm water from Karmen Avenue to the completed ponds shown on the Storm Sewer Plan shown on the attached Exhibit G.
- K. No building permits shall be issued for any buildings on said Lot 1 until all storm water ponds shown on the Grading and Drainage Plan shown on the attached Exhibit F are completed.
- L. All private utilities installed on Karmen Avenue shall be installed underground in a joint trench.
- M. Developer shall install outdoor lighting in accordance with the Photometric Plan as prepared by Landform and attached as Exhibit H.
- N. The approvals granted to a portion of the Subject Property by the City in 2022 for the Albertville Self-Storage PUD site and building plans intended to be constructed on the Subject Property are deemed abandoned by the Developer and are repealed and revoked by mutual agreement of the City and Developer.

2. **Construction of Municipal Improvements.**

- A. The Developer shall construct those Municipal Improvements located on the Subject Property as detailed in the _____ as prepared by Landform dated _____ and on file with the City Clerk, said improvements to include grading and installation of storm water treatment ponds as set forth on Exhibit F to this Agreement and the installation of a Municipal water line and fire hydrant as shown on the Utility Plan attached as Exhibit I (collectively, the "Municipal Improvements"). All the Municipal Improvements shall be constructed according to the standards adopted by the City, along with all items required by the City

Engineer. Unless the City Engineer specifies a later date, said improvements shall be installed by October 31, 2024.

- B. The Developer shall provide the City with record drawings for all Municipal Improvements, consistent with City requirements and subject to review and approval of the City Engineer. Record drawings shall be certified by a registered land surveyor or engineer that all ponds, swales, emergency overflows, and Municipal Improvements have been constructed on public easements. Such record drawings shall be provided in paper and/or electronic formats as required by the City Engineer, and shall meet all applicable State requirements for such drawings.
- C. The Developer warrants to the City for a period of two years from the date the City accepts the finished Municipal Improvements that all such Municipal Improvements have been constructed to City standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.
- D. Developer shall provide the City with lien waivers from all contractors and subcontractors engaged to construct said Municipal Improvements on the Subject Property. Should Developer fail to provide the City with all applicable lien waivers, the City reserves the right to draw upon Developer's surety and pay any contractors who performed work on any Municipal Improvements and whom Developer has failed to fully pay for the performance of said work.
- E. The City shall, at its option, have the City Engineer present on the Subject Property for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Municipal Improvements. Developer agrees to pay for all reasonable costs incurred by the City during said inspections.

3. Construction of Private Improvements.

- A. Developer shall construct all on- and off-site improvements (“Private Improvements”) including installation of storm sewer not located in the street right of way, boulevards, traffic signs, yard top soil, sod and seed in all yards, grading control per lot, bituminous or concrete driveways and parking lots, and like items as necessary, street cleanup during project development, and erosion control, all as required by City ordinance. All yard areas shall be sodded with grass or landscaped in accordance with the attached Landscaping Plan. In all cases permanent

turf or grass must be established over all areas of the lot not covered by a hard or impervious surface. Erosion control, drainage swales and berming, shall be installed upon initial grading of the Subject Property. The grading of the Subject Property shall be performed in accordance with the Grading and Drainage Plan for the Subject Property attached hereto as Exhibit F.

- B. Developer agrees to have all utilities installed at its expense according to the Utility Plan and the Storm Sewer Plan for the Subject Property as attached as Exhibits K and L, respectively.
- C. Notwithstanding the requirements of subparagraph 3A above, the Developer shall install to the City's satisfaction said Private Improvements for said Subject Property prior to the date that a certificate of occupancy (temporary or permanent) is issued by the City for a building located on the lot, unless the certificate of occupancy is issued after October 1st and before March 30th in any given year, in which case a certificate of occupancy shall be issued if all Private Improvements except landscaping and sod have been installed. In such cases, the owner of the lot shall cause the required landscaping and sod to be installed by the first June 30th following the issuance of the occupancy permit.

4. Surety Requirements.

- A. Developer will provide the City with an irrevocable letter of credit (or other surety as approved by the City Attorney) as security that the obligations of the Developer under this contract shall be performed. Said letter of credit or surety shall be in the amount of \$ _____, representing the sum of 100% of the estimated cost of the Municipal Improvements (\$ _____), 50% of the cost of selected Private Improvements, (\$ _____), \$1,500 per acre for erosion and sediment control over 12.88 _____ acres (\$ _____) and 150% of the estimated cost for landscaping/screening materials (\$ _____). Said letter of credit or surety must meet the approval of the City attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of the City of Albertville), and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The letter of credit to the City shall contain language requiring its automatic renewal prior to December 31 of each calendar year, unless the issuer of the letter of credit provides written notice to the City at least 45 days prior to the expiration of the letter of credit of the issuer's intent not to renew the letter of credit. Said letter of credit

shall be provided to the City prior to the issuance of a building permit for the Subject Property.

- B. The City may draw on said letter of credit or surety to complete work not performed by Developer (including but not limited to Private Improvements, Municipal Improvements and Landscaping Improvements described above, erosion control, and other such measures, to pay liens on property to be dedicated to the City, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies or other problems which occur to the Municipal Improvements during the warranty period, or to otherwise fulfill the obligations of Developer under this agreement. Said letter of credit must be maintained by Developer at all times at the level provided in paragraph 4.A above or a lesser amount authorized by the City Council pursuant to paragraph 5.B below.
- C. In the event that any cash, irrevocable letter of credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies which the City has in its possession which are in excess of the actual costs of the project as paid by the City.
- D. Developer hereby agrees to allow the City to specially assess Developer's property for any and all costs incurred by the City in enforcing any of the terms of this agreement should Developer's letter of credit or surety prove insufficient or should Developer fail to maintain said letter of credit or surety in the amount required above within 30 days of mailing of written request by the City.
- E. In the event a surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may expire or become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new letter of credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original letter of credit. If a new letter of credit is not received as required above, the City may, without notice to Developer, declare a default in the terms of this Agreement and thence draw in part or in total,

at the City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligation. The form of any irrevocable letter of credit or other surety must be approved by the City Attorney prior to its issuance. Developer shall maintain said letter of credit in the amount required by the City at all times.

- F. In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within 60 days, or in the event a court appoints a receiver for the Developer, the City may draw on its letter of credit or surety in its full amount to secure its surety position. The City shall then release the remainder of said letter of credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the letter of credit under this Agreement.

5. Surety Release.

- A. Periodically, as payments are made by the Developer for the completion of portions of the Municipal Improvements, Private Improvements or Landscaping, and when it is reasonably prudent, the Developer may request of the City that the surety be proportionately reduced for that portion of the Municipal Improvements, Private Improvements or Landscaping which have been fully completed and payment made therefor. All such decisions shall be at the discretion of the City Council. The City's cost for processing reduction request(s) shall be billed to the Developer. Such cost shall be paid to the City within thirty (30) days of the date of mailing of the billing.
- B. The Developer may request of the City a reduction or release of any surety as follows:
 - i. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
 - ii. When all or a portion of the required improvements have been installed, the letter of credit or surety may be reduced by the dollar amount attributable to that portion of improvements so installed, except that the City shall retain the letter of credit or surety in the amount of 10% of the estimated construction price of the Municipal Improvements during the first year of the warranty period and 5% of the estimated construction price of the Municipal Improvements during the second year of the warranty period.

- iii. When all or a portion of the landscaping improvements have been installed pursuant to the Landscaping Plan for the Subject Property attached as Exhibit D, the letter of credit or surety may be reduced by the dollar amount attributable to that portion of such landscaping improvements installed, except the City shall retain the letter of credit or surety in the amount of 25% of the estimated Landscaping Improvement costs for two years from the time of the installation of said landscaping materials.
- iv. As to all requests brought under this paragraph, the City Council shall have complete discretion whether to reduce or not to reduce said letter of credit or surety.

C. The City shall act upon Developer's letter of credit reduction requests within 35 days of submission of a written request for reduction. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

6. Abandonment of Project - Costs and Expenses.

In the event Developer should abandon the proposed development of the Subject Property, the City's costs and expenses related to attorney's fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, and any other expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Developer abandons the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Subject Property, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore the Subject Property to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Subject Property and to facilitate mowing of the Subject Property. In the event that said costs are not paid, the City may withdraw funds from the above-mentioned surety for the purpose of paying the costs referred to in this paragraph.

7. Developer to Pay City's Costs and Expenses.

It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional

costs incurred in the creation, administration, enforcement or execution of this Agreement and the approval of the Subject Property, as well as all reasonable engineering expenses incurred by the City in designing, approving, installing, and inspecting said Improvements described above. Developer agrees to pay all such costs within 30 days of billing by the City. If Developer fails to pay said amounts, Developer agrees to allow the City to reimburse itself from said surety and/or assess the amount owed against the Subject Property without objection.

8. **Development Related Fees and Credits.**

A. **Storm Water Utility Connection Charge.**

Developer agrees that the City's Storm Water Utility Connection Charge Ordinance requires the Developer to pay \$1,500 per acre for all acres included in said Lots 1 and 2 upon application for a building permit on said Lots 1 and 2. There are 12.88 acres in Subject Property to which the Storm Water Utility Connection Charges apply, which received final plat approval (said Lots 1 and 2, but excluding outlot). Therefore, the Storm Water Utility Connection Charge for the numbered lots receiving final plat approval is \$19,320.

B. **SAC and WAC Charges.** Developer agrees that the City's Sewer Access Charge ("SAC") and Water Access Charge ("WAC") ordinances require the Developer to pay applicable SAC and WAC upon application for a building permit on said Lots 1 and 2.

9. **Erosion and Siltation Control.**

Developer shall implement all erosion control measures detailed in the Storm Water Pollution Prevention Plan ("SWPPP") attached as Exhibit K and on the Grading and Drainage plan (including construction of all temporary and permanent ponds) attached as Exhibit F in the order required by the City Engineer. Developer shall also implement any additional erosion control measures required by the City Engineer, and shall abide by all erosion control requirements contained in the Albertville Subdivision ordinance and as required by the NPDES Construction Stormwater Permit for the project. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and/or the requirements of the NPDES Construction Stormwater Permit, the City may take such action as it deems appropriate to control erosion, and the landowner hereby grants the City permission to enter upon the Subject Property and take such necessary erosion control actions. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so

will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs or may specially assess the Subject Property for the costs not covered by the letter of credit. No development will be allowed and no building permits will be issued unless the development is in full compliance with the erosion control requirements.

10. **Drainage Requirements.**

Developer shall comply with all requirements set forth for drainage into any county ditch or other ditch through which water from the Subject Property may drain, and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any federal, state, county or city requirements, all at Developer's expense.

11. **Maintain Public Property Damaged or Cluttered During Construction.**

Developer agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to watermain, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Subject Property.

Developer agrees to clean the streets on a daily basis if required by the City. Developer further agrees that any damage to public property occurring as a result of construction activity on the Subject Property will be repaired immediately if deemed to be an emergency by the City. Developer further agrees that any damage to public property as a result of construction activity on the Subject Property will be repaired within 14 days of notice to the Developer provided by the City if not deemed to be an emergency by the City.

If Developer fails to so clean the streets or repair or maintain said public property, the City may immediately undertake making or causing it to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all of its expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay said bill within thirty (30) days, then the City may specially assess such costs against the lots within the Subject Property and/or take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action.

12. **Temporary Easement Rights.**

Developer shall provide access to the Subject Property at all reasonable times to the City or its representatives for purposes of inspection or to accomplish any necessary work pursuant to this Agreement.

13. **Miscellaneous.**

- A. Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- E. This Agreement shall run with the land and shall be recorded against the title to the property.
- F. The Developer represents to the City that the Subject Property and its related submissions (including but not limited to the grading plan, utility plan, and site plan) complies with all City, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer so complies. Upon the City's demand, the Developer shall cease work until there is compliance.

- G. Prior to the execution of this Agreement and prior to the start of any construction on the Subject Property, Developer shall provide the City with evidence of good and marketable title to all of the Subject Property, provided that Developer shall provide an executed mortgage subordination agreement from all mortgage holders subordinating such mortgages to the terms of this Agreement. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- H. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by the Wright County Soil and Water Conservation District and/or the City and any applicable provisions of State or Federal law or regulations.
- I. Developer shall obtain all required driveway, utility and other permits as required by either the City Engineer, Wright County and/or the State of Minnesota for the construction of the Municipal Improvements and the On- and Off-Site Improvements.

14. Violation of Agreement.

- A. In the case of default by the Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give Developer thirty (30) days mailed notice thereof (via certified mail with a courtesy copy sent via email), and if such default is not cured within said thirty (30) day period, the City is hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the City in full. The thirty (30) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the City may thence immediately and without notice or consent complete some or all of the Developer's obligations under this Agreement, and bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement, plus all costs and attorney's fees incurred in enforcing this agreement. The City may also specially assess all said costs incurred upon default against the Subject Property pursuant to the terms of this Agreement.
- B. Notwithstanding the 30-day notice period provided for in paragraph 14.A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this agreement in an effort to

prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City makes good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.

- C. Paragraph 14.A of this Agreement shall not apply to any acts or rights of the City under paragraph 4.E of this Agreement, and no notice need be given to the Developer as a condition precedent to the City drawing upon the expiring irrevocable letter of credit as therein authorized. The City may elect to give notice to Developer of the City's intent to draw upon the surety without waiving the City's right to draw upon the surety at a future time without notice to the Developer.
- D. Breach of any of the terms of this Contract by the Developer shall be grounds for denial of building permits to the properties on the Subject Property.

15. Dedications to the City.

A. Municipal Improvement Dedications.

The Developer, upon presentation to the City of evidence of good and marketable title to the Subject Property, and upon completion of all construction work and certification of completion by the City Engineer, shall dedicate all drainage and utility easements to the City. Upon acceptance of such dedication, Developer shall provide to the City "As-Builts" (both in paper form and electronic form as required by the City Engineer) of all publicly dedicated utilities, storm sewers, storm water ponds and other Municipal Improvements required under this Agreement. Acceptance by City of any dedication shall occur upon passage of a resolution to such effect by the City Council.

B. Park Dedication.

Park Dedication for the Subject Property has previously been satisfied and no further park dedication fees are owed on the property at this time.

C. Stormwater Retention and Treatment Ponds and Basins.

- i. Developer shall dedicate drainage and utility easements to the City over all stormwater retention and treatment ponds and

basins. Developer shall be required to maintain all such ponds, in accordance with the terms of the Stormwater Maintenance Agreement attached as Exhibit K.

- ii. Developer shall enter into that Storm Water Maintenance Agreement attached as Exhibit K and shall comply with the terms of such Agreement.

16. Indemnity.

Developer shall hold the City and its officers and employees harmless from claims made by Developer and third parties for damages sustained or costs incurred resulting from the Subject Property approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this contract.

17. Assignment of Contract.

The obligations of the Developer under this Contract can be assigned by the Developer. However, the Developer shall not be released from its obligations under this contract without the express written consent of the City Council through Council resolution.

18. Limited Approval.

Approval of this Agreement by the City Council in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.

19. Professional Fees.

The Developer will pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorney's fees and professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.

20. Plans Attached as Exhibits.

All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.

21. Integration Clause, Modification by Written Agreement Only.

This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written, and the parties intend this Agreement to replace the right and obligations of the Developer and the City in the Original Developer's Agreement as to Lots 1 and 2 of AVA Second Addition, but the parties do not intend to modify the obligations of any of the parties to the Original Developer's Agreement as to any properties other than said Lots 1 and 2. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.

22. Notification Information.

Any notices to the parties herein shall be in writing, delivered by hand (to the City Clerk for the City) or registered mail or by email (to the Developer) addressed as follows to the following parties:

City of Albertville
c/o City Clerk
P.O. Box 9
Albertville, MN 55301
Telephone: (763) 497-3384

Medart, Inc.,
Attn: _____

Telephone: _____
Email: _____

23. Agreement Effect.

This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

EXHIBIT A

Drawing of combined lot 1 and 2

EXHIBIT B

Easement establishing drainage and utility easements, with drawing.

EXHIBIT C

Site Plan

EXHIBIT D

Landscaping Plan

EXHIBIT E

Temporary Storm Water Easement for Pond

EXHIBIT F

Grading and Drainage Plan

EXHIBIT G

Drawing of storm water piping to new pond

EXHIBIT H

Photometric Plan

EXHIBIT I

Utility Plan

EXHIBIT J

SWPPP

EXHIBIT K

Stormwater Management Agreement

GENERAL ADMINISTRATION

Local Board of Appeal and Equalization: The local Board of Appeals and Equalization will be held on Monday, April 15 at 6:15 pm. Wright County Assessor's Office staff will be in attendance to present and answer questions. The trained and certified Board members are Councilmembers Olson and Zagorski.

Joint Governance Meeting: The Joint Governance meeting with the City of St. Michael and the STMA School Board is scheduled for April 29 at 6 pm at the Albertville City Hall.

2023 Audit: The annual audit for the City of Albertville is nearing completion. The preliminary audit began in late January with the majority of the field work starting in March. ABDO will be presenting their findings to the Council at Monday's City Council meeting.

I-94 West Chamber of Commerce First Responders Luncheon: The 2024 First Responders Luncheon is scheduled for Tuesday, May 7 from 10:30 am to 1 pm at CLAM Corporation in Rogers, MN. Please let me know if you would like to attend.

League of Minnesota Cities 2024 Annual Conference: This event will be held on Wednesday, June 26 through Friday, June 28 in Rochester, MN at the Rochester Mayo Civic Center. Registration is now open for the event. Please let me know if you would like to attend this year.

Senior Center Volunteer Appreciation Brunch: The Crow River Senior Center will be holding a Volunteer Appreciation Brunch to celebrate their hard working volunteers on Friday, April 26 from 10:30 am to 12 pm at the Crow River Senior Center. Please let me know if you would like to attend.

Streets and Parks Maintenance Position: The City is currently advertising for a fulltime Public Works Maintenance position. The employment opportunity and job description are listed on the City's website.

Summer Job Opportunities: The City is currently advertising for multiple seasonal summer positions for both the Public Works and Utilities Department. Further information is listed on the City's website.

Parks Committee: The Parks Committee has scheduled this year's Explore Your Parks Night event for Thursday, May 16 from 6 pm to 8 pm. This year's event will be held in Oakside Park, Villas Park and Winter Park.

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.

Outlet Mall (East) TIF Analysis: The City received the TIF Analysis back from LHB. The final report shows the east side of the Mall would qualify as a TIF redevelopment district.

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

ENGINEERING/PUBLIC WORKS

MPCA MS4 Audit: The MPCA's audit of the city's MS4 program is complete. Other than a few findings that can be easily corrected, the city's program was found compliant. I will be presenting on the city's MS4 program and the audit findings at a future meeting.

LRIP Grant: The City was notified that Main Avenue NE grant application for Local Road Improvement Funding was awarded \$1,500,000. Staff is working on preliminary design and potential construction schedules and will be presenting project concepts at the next meeting.

53rd 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: All three generators have been ordered. The generator for the fire hall and Villas Lift Station are expected to arrive by the end of the year. The trailer mounted generator is expected within the next 4 weeks.

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 Overlay Project: The bid opening was March 21 and bids will be presented at the meeting.

2024 Concrete Improvements: Quotes were received on March 21 and will be presented at the meeting.