

City of Albertville Council Agenda

Monday, July 15, 2024 City Council Chambers 7 pm

6:15 pm - Council Workshop for 2025 Preliminary Budget - Council Chambers

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

<u>Pages</u>

- 3. Recognitions Presentations Introductions
- **4. Public Forum** (time reserved 5 minutes)
- 5. Amendments to the Agenda

6. Consent Agenda

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

A. B.	Approve the June 17, 2024, regular City Council Meeting minutes as presented. Authorize the Monday, July 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.	3-6 7
C.	Accept Account Receivable Report	8-9
D.	2 nd Quarter Budget to Actual Report	10-12
E.	10% Annual Gambling Contribution Report	13
F.	Authorize purchase and installation office furniture from Business Essentials for the Wastewater Treatment Facility not to exceed \$15,000.	14-19
G.	Authorize purchase and installation of a water heater from Weidner's for the Albertville City Hall not to exceed \$11,795.	20-21
Н.	Authorize purchase of five replacement wireless access points plus mounting brackets, 4 for the City Hall and 1 for STMA Ice Arena old rink, and installation assistance from Marco not to exceed a total of \$5,300.	22-28
I.	Approve a Special Event Permit and Temporary Liquor License for the Albertville Lions for their Annual Cruisin' & Rockin' Car Show on September 7, 2024, from 2 pm to 9 pm	29-30
J.	Approve a Special Event Permit for Family Youth Community Connections (FYCC) for their 10 th Annual Open Streets event on September 14, 2024, from 10:30 am to 1 pm.	31-35
K.	Approve a Temporary Liquor License for the Church of St. Albert Annual Parish Festival on September 14 and 15, 2024, to be located at St. Albert Parish Center.	36
L.	Adopt Resolution No. 2024-19 approving a services agreement with Allina Health Emergency Medical Systems for training and medical direction services through July 1, 2026.	37-45

- **M.** Approve Payment Application No. 15 to Gridor Construction in the amount of \$325,406 for Wastewater System Improvements.
- 7. Public Hearing None
- 8. Wright County Sheriff's Office Updates, reports, etc.
- 9. Department Business
 - A. City Council
 - 1. Committee Updates (STMA Arena, Planning, JPWB, Parks, Fire Board, FYCC, etc.)
 - B. Building None
 - C. City Clerk None
 - D. Finance None
 - E. Fire
 - 1. Albertville Fire Department June 2024 Incident Data

46-47

- F. Planning and Zoning None
- G. Public Works/Engineering None
- H. Legal None
- I. Administration
 - 1. Follow up Budget Discussion
- 10. Announcements and/or Upcoming Meetings

July 22	Joint Power Water Board, 6 pm
	Parks Committee, 7 pm
August 5	Council Budget Workshop, 6:15 pm
August 5	City Council, 7 pm
August 12	STMA Arena Board, 7 pm
August 13	Primary Election, polls open 7 am to 8 pm
August 14	Planning Commission, 7 pm (Wednesday)

11. Adjournment



ALBERTVILLE CITY COUNCIL

DRAFT REGULAR MEETING MINUTES

June 17, 2024 – 7 pm Council Chambers Albertville City Hall

1. Call to Order

Mayor Hendrickson called the meeting to order at 7:07 pm.

2. Pledge of Allegiance – Roll Call

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

Staff Present: City Administrator Nafstad, Fire Chief Bullen, City Attorney Couri, City Planner Brixius, Finance Director Lannes, and City Clerk Luedke.

3. Recognitions – Presentations – Introductions – None

4. Public Forum

Mr. Randy Bacon, 5560 Lannon Ave NE and Mr. Doug Krutzig, 5553 Lannon Ave NE said they were concerned regarding the loud band noise during this year's Friendly City Day Festival in Neighbor's Bar and Grill's parking lot. Both Mr. Bacon and Mr. Krutzig stated they supported the Festival but asked if the outdoor music could stop earlier in the evening because they both lived within a couple blocks from Main Avenue. Mr. Bacon reported he requested the restaurant lower the volume of the band and it was lowered for a short time but then the volume was increased. They answered questions from Council.

City Administrator Nafstad provided information on the special event permit process and reported, normally, BJ's Bar and Grill and Neighbor's Bar and Grill were not allowed to have outdoor music because of their proximity to the residential area but there was an exception for outdoor music in the Albertville City Code for events occurring during Friendly City Day. He answered questions from Council.

City Planner Brixius provided additional information on the special event ordinance and reported events should not operate beyond the time of 12 midnight and answered questions from Council.

There was Council discussion regarding the noise complaint and the consensus was for City staff to send a letter or communicate in some way with Neighbor's to let them know that the City had received noise complaints from this year's event and notify them that the Council may consider not issuing a permit to them for next year's festival.

The Council thanked the residents for attending the Council meeting.

Ms. Courtney Wiest of Shop STMA, reported a number of years ago Shop STMA incorporated the City of Albertville into the organization and since then Shop STMA has reached to bring more members of the business community into the organization from both Albertville and St. Michael. She said last year the organization launched the Discover STMA campaign because between the two cities, there is everything from grocery stores, great restaurants to many businesses so residents

should not have to go to other communities for their shopping or business needs. Ms. Wiest reported the St. Michael City Council approved adding Discover STMA signs to multiple park fences and said the signs would be approximately 12 by 12 metal signs and include a QR code which brings users to the Discover STMA website which has information on the shopping and business opportunities along with other events occurring in both communities. She said she would like to add the Discover STMA signs to the Albertville City Parks on the tennis courts, pickle ball courts and baseball fields fencing and added she would need City staff to identify the City parks and assistance in the installation of the signs. Ms. Wiest answered questions from Council.

City Administrator Nafstad said he felt it was a good idea but added City staff would need Council direction because the Albertville City Code currently does not allow for this type of signage in City parks. He said the City recently made some Code changes to allow the Albertville nonprofit baseball and softball associations to do some advertising on the baseball field's fencing but further modifications to the Code would be required. He answered questions from Council.

There was Council discussion regarding the Discover STMA campaign and the signage request. The Council's consensus was to have City Staff look into the request further.

5. Amendments to the Agenda

City Administrator Nafstad requested to add an item 6D. under the Finance entitled "Driveway Improvement Assessment".

MOTION made by Councilmember Hayden, seconded by Councilmember Zagorski to approve the June 17, 2024, agenda as amended. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

6. Consent Agenda

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

- **A.** Approve the June 3, 2024, regular City Council Meeting minutes as presented.
- **B.** Authorize the Monday, June 17, 2024, payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request.
- C. Adopt **Resolution No. 2024-18** Appointment of Election Judges and Absentee Ballot Board for the Primary Election on August 13, 2024.

MOTION made by Councilmember Cocking, seconded by Councilmember Olson to approve the June 17, 2024, consent agenda as submitted. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

7. Public Hearing – None

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

Wright County Sheriff Deputy Cassidy reviewed the incidents that occurred in the City of Albertville within the past few weeks.

9. Department Business

A. City Council

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

City Administrator Nafstad reported Councilmember Zagorski and Councilmember Hayden would be exchanging roles as the liaisons for the STMA Arena Board and the Planning Commission. He said Councilmember Zagorski would now be the Planning Commission liaison and Councilmember Hayden would be the STMA Arena Board liaison.

MOTION made by Councilmember Cocking, seconded by Councilmember Olson to amend Resolution No. 2024-02 appointing City Council Members to Boards and Committees for 2024. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

Councilmember Zagorski provided an update from the Planning Commission meeting which included a public hearing for a commercial daycare center. He reported the Planning Commission tabled the public hearing to the July 9 Planning Commission meeting.

City Administrator Nafstad provided an update from FYCC and said Paula Adamski submitted her resignation effect at the end of July. He answered questions from Council regarding funding the for FYCC.

- B. Building None
- C. City Clerk None
- D. Finance
 - 1. Drive Improvement Assessment

City Administrator Nafstad presented the staff report and answered questions regarding the driveway assessment program.

Councilmember Cocking recused himself from voting on the item.

MOTION made by Councilmember Hayden, second by Councilmember Zagorski to approve a Driveway Replacement Contract for property owners Aaron and Kristie Cocking located at 11614 Laketowne View NE, Albertville, MN 55301 – PID 101-083-007020. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Abstained: Cocking. The motion carried.

- E. Fire None
- F. Planning and Zoning None
- G. Public Works/Engineering
 - 1. Main Avenue Reconstruction Discussion

City Administrator Nafstad reported this was just the beginning stages of the preliminary design for the reconstruction of Main Avenue. He provided background information on the condition of the pavement currently on Main Avenue in which he said it was redone around 2006, when the road was still considered a County Road. City Administrator Nafstad said what drives the project at this

time was the utilities beneath the road because the water main has surpassed its lifetime and was beginning to corrode. He reported the City received a grant for \$1.5 million to be used toward the reconstruction project. Administrator Nafstad reported the gas company would like to replace the old steel gas main and the power company was planning to upgrade the power lines. He said with this reconstruction, it would be an opportunity for the power company to update the power lines underground. He reported at this time there was no project schedule but was hoping to begin the project in 2025 after Albertville Friendly City Days with the second half of the project taking place in 2026 which may affect the parade route for the 2026 Friendly City Day's parade. He answered questions from the Council and provided additional information on the possible Main Avenue boulevard concept.

There was Council discussion regarding the proposed plan for the reconstruction of Main Avenue and they also discussed possible alternate parade routes for the 2026 Friendly City Day's parade.

City Administrator Nafstad reported at this time he was gathering information and Council input and would be bringing further information back the Council for their review and then providing the concept information to the public.

H. Legal - None

I. Administration

1. City Administrator's Update

City Administrator Nafstad presented the City Administrator's Update and provided information on upcoming events within the City.

10. Announcements and/or Upcoming Meetings

June 19	City Offices closed in observance of Juneteenth
June 24	Joint Power Water Board, 6 pm
	Parks Committee, 7 pm
July 4	City Offices closed in observance of the 4 th of July
July 8	STMA Arena Board, 6 pm
July 6	Planning Commission, 7 pm
July 15	Council Budget Workshop, 6:15 pm
July 15	City Council, 7 pm

11. Adjournment

MOTION made by Councilmember Cocking, second by Councilmember Hayden to adjourn the meeting at 8:18 pm. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

Respectfully submitted,	
Kristine A. Luedke, City Clerk	



July 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, July 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)



Mayor and Council Communication

July 15, 2024

SUBJECT: CONSENT - FINANCE - ACCOUNTS RECEIVABLE REPORT

ACCOUNTS RECEIVABLE: Total accounts receivable outstanding through July 10, 2024, is \$431,789.02.

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

0-30 days outstanding	\$4	19,500.02	97.15%
30-60 days outstanding	\$	548.23	0.13%
60-90 days outstanding	\$	15.94	0.00%
Over 90 days outstanding	\$	11,724.83	2.72%

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
Albertville Phase II, LLC	\$536.88	\$536.88			-
Albertville Phase III, LLc	\$268.44	\$268.44			
Arvig Enterprises	\$3,661.93	\$3,661.93			
City of Otsego	\$294,961.50	\$294,961.50			
City of St. Michael	\$13,433.73	\$13,433.73			
CPG Partners	\$429.50	\$429.50			
Englund, Regan	\$610.00	\$300.00	\$310.00		
FYCC	\$302.96	\$152.11	\$150.85		
Hockey Finder	\$2,469.63	\$2,469.63			
HSB Ventures	\$286.36	\$2.24	\$2.24	\$2.24	\$279.64
Lamar Companies	\$152.50	\$1.25	\$1.25		\$150.00
Landform Professional	\$328.00	\$328.00			
Maeyaert, Chuck	\$1,025.00				\$1,025.00
Mega Goaltending	\$13,475.00	\$13,475.00			
MN Hockey Tier 1 League	\$9,181.68	\$3,797.09	\$44.59		\$5,340.00
Outlaws	\$3,116.76	\$25.60	\$25.60		\$3,065.56
Quail Investments, LLC	\$268.44	\$268.44			
River Hawks Summer Training	\$4,509.75	\$4,509.75			
Rogers Old Man Hockey	\$563.72	\$563.72			
State of MN Tax Forfeit	\$2,279.04	\$387.01	\$13.70	\$13.70	\$1,864.63
TC Assets LLC	\$322.13	\$322.13			
Wright County Highway	\$77,361.69	\$77,361.69			
Wyatt Thole Training	\$2,244.38	\$2,244.38			
Total	\$431,789.02	\$419,500.02	\$548.23	\$15.94	\$11,724.83
Current 0-30 days		\$419,500.02	97.15%		
30-60 days		\$548.23	0.13%		
60-90 days		\$15.94	0.00%		
over 90 day		\$11,724.83	2.72%		



Mayor and Council Communication

July 15, 2024

SUBJECT: CONSENT – FINANCE – 2nd QUARTER BUDGET TO ACTUAL REPORT – UN-AUDITED

2nd QUARTER BUDGET TO ACTUAL: Attached are the 2nd Quarter 2024 un-audited General Fund summaries of revenues and expenditures. Revenues are expected to be at 50%. Expenses are expected to be at 50%.

This summary shows operating revenues are at 49.86% and operating expenses are at 45.99%.

VARIANCES:

Revenue:

- Liquor Licenses renewal due April
- Rental Licenses renewal due April
- Other Revenues Unbudgeted training reimbursements and PNP reimbursement

Expenses:

- Assessor services completed April 2024
- General Government Software renewals June
- City Engineer Central Park and Main Ave unbudgeted

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 06/30/24	Ytd % Budget
31010	Current Ad Valorem Taxes	\$	2,744,776	\$1,509,933	55.01%
32000	Licenses & Permits	\$	30,500	\$26,995	88.51%
32110	Liquor Licenses	\$	30,000	\$29,810	99.37%
32150	Sign Permits	\$	2,500	\$35	1.40%
32210	Building Permits	\$	200,000	\$122,307	61.15%
33401	LGA Revenue expected	\$	258,858	\$0	0.00%
33405	Police Aid	\$	48,000	\$0	0.00%
33422	Other State Aid Grants	\$	-	\$0	0.00%
33423	Municipal Maintenance	\$	11,535	\$5,768	50.00%
34000	Charges for Services	\$	18,000	\$0	0.00%
34001	Administrative Fee	\$	1,500	\$850	56.67%
34005	Engineering As Built Fee	\$	3,000	\$150	5.00%
34101	Leases - City Property	\$	31,700	\$14,460	45.62%
34103	Zoning & Subdivision Fees	\$	2,500	\$2,400	96.00%
34104	Plan Check Fee	\$	80,000	\$53,089	66.36%
34107	Title Searches	\$	2,500	\$1,150	46.00%
34112	Franchise Fee - Electric	\$	130,000	\$36,611	28.16%
34113	Franchise Fee - Cable	\$	60,000	\$26,734	44.56%
34114	Franchise Fee - Gas	\$	190,000	\$84,533	44.49%
34202	Fire Protection Contract Charges	\$	589,923	\$294,962	50.00%
34780	Rental Fees	\$	15,000	\$9,522	63.48%
34950	Other Revenues	\$	20,000	\$16,343	81.72%
34110	Arena	\$	15,093	\$773	5.12%
	Total Revenues	\$	4,485,385	\$2,236,424	49.86%

General Fund Department Expenditures:		2024 Budget		2024 Actual 06/30/24	Ytd % Budget
41000	General Government	\$	70,000	\$53,165	75.95%
41100	Council	\$	58,128	\$23,378	40.22%
41300	Combined Administrator/Engineer	\$	199,256	\$98,959	49.66%
41400	City Clerk	\$	159,001	\$73,935	46.50%
41410	Elections	\$	27,000	\$4,815	17.83%
41500	Finance	\$	139,691	\$74,730	53.50%
41550	City Assessor	\$	52,000	\$45,050	86.63%
41600	City Attorney	\$	30,000	\$8,395	27.98%
41700	City Engineer	\$	35,000	\$31,522	90.06%
41800	Economic Development	\$	13,000	\$2,226	17.12%
41910	Planning & Zoning	\$	56,507	\$26,373	46.67%
41940	City Hall	\$	172,268	\$47,747	27.72%
42000	Fire Department	\$	685,992	\$352,432	51.38%
42110	Police	\$	1,216,246	\$608,123	50.00%
42400	Building Inspection	\$	329,445	\$149,538	45.39%
42700	Animal Control	\$	12,000	\$1,638	13.65%
43100	Public Works - Streets	\$	494,291	\$181,038	36.63%
43160	Electric - Street Lights	\$	111,320	\$33,053	29.69%
45000	Culture & Recreation	\$	95,167	\$49,799	52.33%
45100	Parks & Recreation	\$	529,074	\$196,850	37.21%
	Total Expenditures	\$	4,485,386	\$2,062,766	45.99%

2024 Council Update Capital Fund						
Capital Reserve Fund Revenue:			2024 Budget	2024 Actual 06/30/24	Ytd % Budget	
102-31010	Capital Levy	\$	2,028,138	\$1,015,637	50.08%	
	Total Revenue	s \$	2,028,138	\$1,015,637	50.08%	

2024 Council Update Capital Fund						
Capital l	Reserve Fund Expenditures:	2	024 Budget	2024 Actual 06/30/24	Ytd % Budget	
102	Capital Expenditures	\$	2,028,138	\$514,381	25.36%	
	Total Expenditures	\$	2,028,138	\$514,381	25.36%	



Mayor and Council Communication

July 15, 2024

SUBJECT: CONSENT - FINANCE - 10% ANNUAL GAMBLING CONTRIBUTION

BALANCE: Total gambling contribution received as of July 11, 2024, is \$107,485.27.

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
12/31/2023	Albertville Lions	2023 10% contribution	\$36,000.00		\$36,000.00
03/06/2024	STMAYHA	2023 10% contribution partial payment	\$10,000.00		\$46,000.00
03/06/2024	STMAYHA	2023 10% contribution partial payment	\$10,000.00		\$56,000.00
03/28/2024	Albertville Lions	2024 10% contribution	\$36,000.00		\$92,000.00
04/03/2024	STMAYHA	2023 10% contribution partial payment	\$10,000.00		\$102,000.00
07/11/2024	Albertville Lions	2024 10% contribution	\$5,485.27		\$107,485.27

KEY ISSUES:

• Funds can be used for limited purposes.

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



July 15, 2024

SUBJECT: CONSENT – FINANCE – PURCHASE OFFICE FURNITURE FOR WASTEWATER TREATMENT FACILITY

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

MOTION TO: Authorize purchase and installation office furniture from Business Essentials for the Wastewater Treatment Facility not to exceed \$15,000.

BACKGROUND: With the Wastewater Treatment Facility expansion, there is an office area needing office furnishings. This purchase falls under the scope of the project and will be paid for with project funds.

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

FINANCIAL CONSIDERATIONS: Funding would come from the Sewer Fund.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

• Business Essentials Quote



Bill to

Ship to

Kristie Moseng Finance Clerk/MCMC City of Albertville 5959 Main AVe NE Albertville, MN 53301 763-496-6806 John Middendorf WWTF Manager City of Albertville 11728 63rd Street NE Albertville, MN 53301 johnm@albertvillemn.gov

date: 6/4/2024

Account

City of Albertville: WWTF Office for John Middendorf

Sold By Quote # Order Tag

Sold by e-mail

#	item	product number	description	qty	price	extended
WW1	TF Office: John					
1	HCPU1	360' Sw	rivel CPU Holder With adjustable straps	2	\$120.21	\$240.42
2	HD8	Metal C	enter Drawer 24W x 14D (for 38000)	2	\$202.28	\$404.56
		\$(P1) .P	P1 Paint Opts Black			
3	HWR1854PN	l Systems	Rectangle Worksurface 18Dx54W Edgeban	1	\$202.35	\$202.35
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1 .FW	Florence Walnut Florence Walnut			
4	HWR2442P		Rectangular Worksurface Edgeband 24D x	1	\$188.53	\$188.53
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1	Florence Walnut			
		.FW .P	Florence Walnut Black			
5	HWR2448P		Rectangular Worksurface Edgeband 24D x	1	\$200.11	\$200.11





#	item	product number	description	qty	price	extended
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1	Florence Walnut			
		.FW	Florence Walnut			
		.Р	Black			
6	HWR2454PN	l Syst	ems Rectangular Wksfc Edgeband 24D x 54W N	1	\$212.05	\$212.05
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1	Florence Walnut			
		.FW	Florence Walnut			
7	HWV93AALP	Syst Edg	ems 72x36x24x24Left Corner Cove Worksurface ebd	1	\$305.76	\$305.76
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1	Florence Walnut			
		.F₩	Florence Walnut			
		.P	Black			
8	HWV93AARI	,	ems 72x36x24x24Rt Corner Cove Worksurface eband	1	\$305.76	\$305.76
		\$(L1STD)	Grd L1 Standard Laminates			
		.LFW1	Florence Walnut			
		.FW	Florence Walnut			
		.P	Black			
9	HSDCMP721	4 Star	nd-Alone Cnr 14Hx72W Mod Pnl	2	\$109.01	\$218.02
		\$(P1)	P1 Paint Opts			
		.P	Black			
10	HSDDL29	29.5	5"H Corner Desk Leg	2	\$84.37	\$168.74
		\$(P1)	P1 Paint Opts			
		.P	Black			
11	HSDEP2429F	24'[D End-Panel Supports: Freestanding	4	\$99.31	\$397.24
		\$(P1)	P1 Paint Opts			
		.Р	Black			





#	item	product number	description	qty	price	extended
12	HSDMP364		Half Hgt 14Hx36W Mod Pnl	2	\$94.45	\$188.90
		\$(P1)	P1 Paint Opts			
		.P	Black		* 00.40	* 00.40
13	HSDMP424		Half Hgt 14Hx42W Mod Pnl	1	\$99.68	\$99.68
		\$(P1)	P1 Paint Opts			
		.Р	Black			
14	HSDMP484		Half Hgt 14Hx48W Mod Pnl	1	\$101.1 <i>7</i>	\$101.1 <i>7</i>
		\$(P1)	P1 Paint Opts			
		.Р	Black			
15	HSDSL2429F		24"D Support Leg: Freestanding	2	\$104.53	\$209.06
		\$(P1)	P1 Paint Opts			
		.Р	Black			
16	HVFB2OR		Box/Box/File 28H x 19 7/8D x 15W	3	\$275.15	\$825.45
		,	Last.			
		.L \$(P1)	Lock P1 Paint Opts			
		.Р	Black			
1 <i>7</i>	HLVSC5630R		Mobile Storage Cabinet 18"D x 30"W x 56"H	1	\$1,144.52	\$1,144.52
		.L	Standard Random Key Lock			
		\$(P1)	P1 Paint Opts			
		.Р	Black			
18	HIWMRA		Ign 2.0 Mid-back ReActiv	2	\$495.00	\$990.00
		.Y1	Synchro-Tilt W Seat Slider			
		.V	All-Adjustable Arm			
		.S .0S	Black All-Surface Caster Charcoal			



#	item	product number	description	qty	price	extended
		\$(1)	Grade 1 Uph			
		.UR	Contourett			
		10	Black			
		.BL	Black Adjustable Lumbar			
		.SB	Standard Base			
		.T	Black			
19	H885LS		Brigade 800 Series Lat File 2-Drawer w/Storage Case 36W	2	\$1,218.36	\$2,436.72
		.L	Standard Random Key Lock			
		\$(P1)	P1 Paint Opts			
		.Р	Black			
20	LLR 55652		Lorell Aluminum Frame Dry-Erase Whiteboard, non-magnetic, 36"h x 48"w	2	\$94.01	\$188.02
21	4999		Closed Base 6"H for 4998	1	\$337.53	\$337.53
		PAINT	BLACK			
22	4998-ADD		Flat File 5-Drawer Steel 48 x 36", Additional Black	1	\$1,967.08	\$1,967.08
23	4998BLR		Flat File 5-Drawer Steel 48 x 36", Black	1	\$1,967.08	\$1,967.08
		4998	Quantity Selection			
		2	Two			
24	INSTALLATIO	N	Delivery, Assembly, Installation & Clean Up	1	\$1,675.00	\$1,675.00
Sub	Total					\$14,973.75
			total not includin	a tax:		\$14,973.75

WEST FARGO	MINNEAPOLIS	GRAND FORKS
WEST FARGO	WIINNEAPOLIS	GRAND FORKS
	$\overline{}$	
840 11th Avenue NE, West Fargo, ND 58078	44 Northern Stacks Dr #120, Fridley, MN 55421	610 S 19th St, Suite 4, Grand Forks, ND 58201



price extended qty item product number description

notes

Standard Terms and Conditions

Payment:

Down payment may be required. Payment terms are Net 30 Days from the date of delivery and Net 10 Days on a consolidated billing method. For partial shipments, payment shall be due only for products received. The remaining balance for any partial shipment shall be due within terms following delivery of the product. If payment is made by credit card, additional 3% processing fee applies.

Cancellations and or Changes

Custom or made to order products, or products sourced specifically for the customer are non-cancellable and non-returnable.

Installation Terms and Conditions:

- 1. Unless otherwise specified, this transaction assumes non-union labor personnel working regular hours (Monday Friday 8:00 am 4:30 pm).
- 2. Installation assumes exclusive access to loading dock, freight elevator and receiving area as applicable. Additional charges will be assessed for installations requiring product to be carried up stairs.
- 3. The area being installed must be clear and ready for installation (any construction completed, any flooring work completed, existing furniture removed etc.) For furniture reconfigurations, area must be prepped and ready (computers, cables and phone lines removed, files and work areas involved emptied and free of belongings)...
- 4. All products will be installed per plan. Any changes may be subject to additional labor and/or product changes.
- 5. All trash will be removed by Business Essentials.
- 6. If Applicable, final walk through and punch list will be completed.
- Business Essentials is not responsible for providing an electrician, electrical hookup, running communication cabling, or related componentry.
- 8. If installation is slowed or cannot be completed due to delays in cabling or electrical work, additional fees may apply.
- 9. Product requiring extended storage may be subject to storage fee.
- 10. Direct shipments from manufacturers assume dock delivery and do not include inside delivery. If liftgate is required, that is to disclosed and will be included in quote.
- 11. FORCE Majeure. Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortage, inabilitiyto procure product, supplies or raw materials, sever weather conditions, acts of subcontractors, interuption of utility services, acts of any unit of government or government agency or any other circumstances or causes beyond the control of either party in the conduct of its business.

By signing this quote, customer authorizes procurement fo the products and services noted. This sale is subject to Business Essentials Terms and Conditions.

approved by:		date:
	name	
		po:
	title	





July 15, 2024

SUBJECT: CONSENT – FINANCE – PURCHASE REPLACEMENT WATER HEATER FOR CITY HALL

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

MOTION TO: Authorize purchase and installation of a water heater from Weidner's for the Albertville City Hall not to exceed \$11,795.

BACKGROUND: City hall was built in 2007 in which the original water heater was installed. The water heater is 17 years old and there have been issues with it starting in 2023. In October of 2023, B&D Plumbing flushed the water heater and replaced a valve which did not resolve all of the issues. Currently, the water heater needs to be replaced to resolve these. Staff requested three quotes and two were submitted. Weidner's submitted the lowest quote of \$11,795 for the water heater replacement.

KEY ISSUES:

- The current City Hall water heater is over 17 years old and has been having issues with it starting in 2023.
- Staff requested water heater replacement quotes from 3 different vendors and Weidner's submitted the low quote.

FINANCIAL CONSIDERATIONS: Funding for the replacement water heater will come from the General Fund.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

Weidner's Quote



www.weidnermech.com

PROPOSAL

29 Wilson Ave NE St. Cloud, MN 56304

P.O. Box 1087

P.O. Box 1087 St. Cloud, MN 56302

Phone: 320.252.3000 Fax: 320.252.3046

2	.3046
	VENT IL ATION
	· AIR CONDITIONING
	· HEATING
	BING

	Page No. ——1 ———01 ———2 —	Lagos	1 dx: 020:202
PROPOSAL SUBMITTED TO:	PHONE:		DATE:
Albertville City Hall- Attention Tina Lannes			6/18/2024
STREET ADDRESS:	JOB NAME:		
5959 Main Ave NE- PO BOX 9	Water Heater Replacement		
CITY, STATE AND ZIP CODE	JOB LOCATION:		
Albertville, MN 55301	Albertville City Hall		
ARCHITECT:	DATE OF PLANS:	JOB PHONE:	
We hereby submit specifications and estimates for:			
Isolate and demo water heater Install new American Standard D100-199-AS water heater Reconnect the water lines Reconnect the venting Reconnect the gas piping Electrical work Permits and inspections Start up and test			
We Propose hereby to furnish material and labor - complete in accordance with at Eleven Thousand Seven Hundred Ninety Five and 00/100— Payment to be made as follows: Net 30 days	dollars	\$11,795.00	-
	Signature:		7
Owner acknowledges and agrees to the Terms and	Nathen Stueve	and	=
Conditions on the reverse side of this Proposal and that	Note: This proposal may be withdraw	m	3
the Yare Inco Prated into this Pro Posal b Vreference.	byus if not accepted within	30	lays.
Acceptance of Proposal - The above prices,			
specifications and conditions are satisfactory and are hereby accepted.			
You are authorized to do the work as specified. Payment will be made	Planeture		
as outlined above.	Signature		
and the Victor			
Date of Acceptance:			



July 15, 2024

SUBJECT: CONSENT – FINANCE – PURCHASE OF REPLACMENT ARUBA WIRELESS POINTS

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

MOTION TO: Authorize purchase of five replacement wireless access points plus mounting brackets, 4 for the City Hall and 1 for STMA Ice Arena old rink, and installation assistance from Marco not to exceed a total of \$5,300.

BACKGROUND: In November of 2018, with the increased need for wireless access, the City of Albertville purchased four wireless access points and STMA Arena purchased one access point (old rink). The useful life of the wireless access points is six years. These access points are to replace the five because they are no longer supported with firmware updates and pose a security risk. The access points are part of the City of Albertville capital budget for replacement. The cost for the Arena would not exceed \$1,100.

KEY ISSUES:

- In 2018, the City of Albertville purchased four wireless access points and STMA Arena purchased one access point.
- The access points are no longer supported with firmware updates and pose a security risk.
- The replacement access points are covered under the City's capital budget and The cost for the Arena will not exceed \$1,100.

FINANCIAL CONSIDERATIONS: Funding would come from the Capital Fund.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

Marco Quote



June 25, 2024

PROPOSAL FOR

CITY OF ALBERTVILLE

TINA LANNES

Prepared By:

Jeff Kirchoff

Technology Advisor 320-296-1522 jeff.kirchoff@marconet.com

Quote Number: 182057



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - Aruba IAP Depot-- CITY OF ALBERTVILLE



Prepared by:

Marco - Willmar

Jeff Kirchoff
320-296-1522
jeff.kirchoff@marconet.com

Prepared for:

CITY OF ALBERTVILLE
5959 MAIN AVE NE
ALBERTVILLE, MN 55301-9776
Tina Lannes
763.497.3384

tinal@albertvillemn.gov

Quote Information:

Quote #: 182057

Version: 2

Date Issued: 06/25/2024 Expiration Date: 07/18/2024

Products

* This Tab Contains Optional Items

Description	One-Time	Qty	Ext. One-Time
ARUBA AP-515 US UNIFIED WRLS AP PL-VL	\$879.00	5	\$4,395.00
AP-MNT-B AP MOUNT BRACKET MNT INDIVIDUAL B PL-VL	\$23.00	4	\$92.00
AP-MNT-D AP MOUNT BRACKET MNT INDIVIDUAL D PL-VL	\$25.00	1	\$25.00
AP-MNT-CM1 METAL AP CEILING ACCS RAIL MNT KIT PL-VL	\$29.00	1	\$29.00
Optional			
ARUBA AP-515 US UNIFIED WRLS AP PL-VL	\$879.00	1*	\$879.00
AP-MNT-B AP MOUNT BRACKET MNT INDIVIDUAL B PL-VL	\$23.00	1*	\$23.00
ARUBA 1YR FOUNDATION CARE NBD SVCS EXCH AP-515 SVC PL-VR	\$70.42	6*	\$422.52

* Optional Subtotal: \$1,324.52

Subtotal: \$4,541.00

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1 - Progress Billed Monthly	\$753.50	1	\$753.50

Subtotal: **\$753.50**





Professional Services Engagement Agreement

■ ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at www.marconet.com/legal/business-it-product-agreement, the following applies to this Professional Service Engagement:

■ ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

CITY OF ALBERTVILLE would like to add a new Aruba AP to existing network. Current network includes Aruba IAP-205 models which are no longer supported. This means the cluster cannot be upgraded to a version that modern APs can be joined to. Marco recommends replacing the 4 Aruba IAP-205 models along with the new AP installation. This will include the replacement of an unsupported HP MSM access point and optionally includes an additional access point to expand wireless service into the lobby of the Arena building.

CITY OF ALBERTVILLE has indicated they can do physical on-site tasks with remote assistance from Marco. Prior to installation of new APs CITY OF ALBERTVILLE will be required to unplug all 205 model APs from the network (Locations listed as NW-Multipurpose, NE-Multipurpose, Conference-West, Conference-East). After receiving updated 515 APs CITY OF ALBERTVILLE will install in locations per label on device.

■ ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered "in-scope" for the purposes of this engagement:

- Remotely upgrade existing Aruba 305 APs to latest firmware (unsupported 205 models must be removed from cluster prior to update or this step will fail due to incompatibility)
- Label new APs
- Upgrade Aruba 515 APs to latest firmware compatible with existing 305 Models
 - o Initial setup and upgrade of firmware is easiest to perform in-person, this can be done at a Marco office before shipping devices to City of Albertville, City Hall location
- Current configuration will be pulled from onsite APs
- After devices have been received and powered on:
 - o Validate they have been joined to the cluster
 - Assign static IPs and new preferred controller

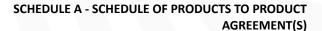
■ COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

The following tasks and deliverables for our Coordination Team will be considered "in-scope" for the purposes of this engagement:

Level 2

- Ordering/tracking of product (if applicable)
- · Technical resource assignment
- Technical resource scheduling
- Scheduling of internal kick off & customer kick off meetings







- Project plan / project task list build
- Digital project communication / project status updates
- Facilitation of change orders (if applicable)
- Project closure

■ CLIENT RESPONSIBILITIES

CITY OF ALBERTVILLE will be responsible for hanging hanging access points in locations labeled by Marco engineer along with any required cabling.

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES

- Replacement of equipment will be handled during normal business hours and will include downtime for wireless unless after-hours is requested
- Marco will not be responsible for any low voltage cabling
- Marco will not be responsible for hanging the Access Points





Quote Summary - One-Time Expenses

Description	Amount
Products	\$4,541.00
Professional Services Labor	\$753.50

Total: **\$5,294.50**

One-Time * Optional Expenses

Description	One-Time
Products	\$1,324.52

Optional Subtotal: \$1,324.52

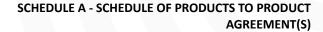
Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$5,294.50

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	







Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.

CITY OF ALBERTVILLE

- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

Marco	Techno	logies	. LLC

Signature:	Prepared for:	Tina Lannes
Name:		
 Title:	Signature:	
Date:	Signed by:	
	Title:	
	Date:	
	PO Number:	

Email Address:



July 15, 2024

SUBJECT: CONSENT – CITY CLERK – SPECIAL EVENT PERMIT AND TEMPORARY LIQUOR LICENSE FOR THE ALBERTVILLE LIONS

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

MOTION TO: Approve a Special Event Permit and Temporary Liquor License for the Albertville Lions for their Annual Cruisin' & Rock'n Car Show on September 7, 2024, from 2 pm to 9 pm.

BACKGROUND: The Albertville Lions have submitted a special event permit and temporary liquor license application for their annual classic car show scheduled for Saturday, September 7, 2024. The event will be held in the Albertville Central Park area including the Farmer's Market Pavilion and the Depot. The Lions are not requesting any road closures with all of the show vehicles utilizing the paved parking lot located by the baseball fields. The car show will include a variety of food options and live music. The Albertville Lions have also submitted a temporary liquor license for the event.

KEY ISSUES:

- The annual car show event will take place in Central Park, the Farmer's Market Pavilion and the Depot. The Lions are not requesting any road closures during the event.
- The event will be held from 2 pm to 9 pm with event tear down to conclude by 9:30 pm.
- The Lions have also submitted a one-day temporary liquor license application for the event and has provided the required certificate of liability insurance.
- The estimate attendance at the event will be between 300 and 500 people.
- Outdoor special events shall only occur between April 1 to November 1 of each year.

POLICY/PRACTICES CONSIDERATIONS: Special event permits, and temporary liquor licenses are subject to the approval of the Albertville City Council.

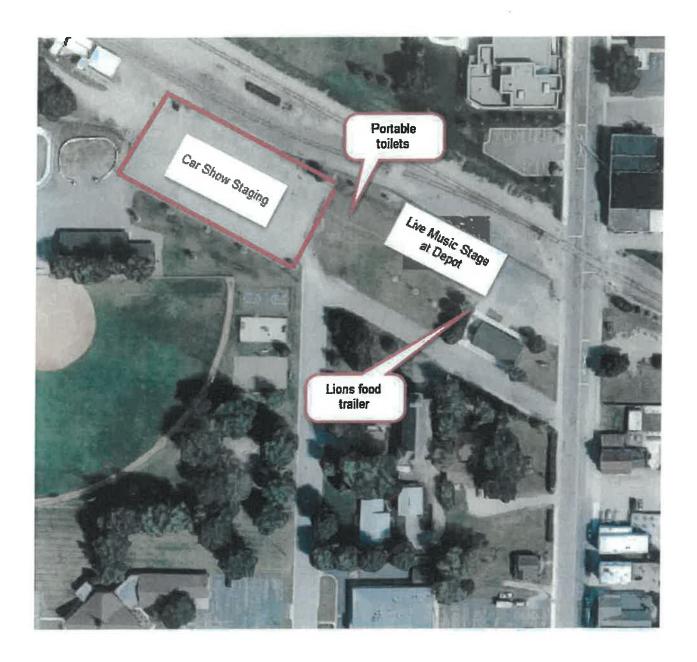
LEGAL CONSIDERATIONS: The applicant shall comply with the regulations for a special event permit and temporary liquor license.

Responsible Person: Kris Luedke, City Clerk

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Site Map
- The special event permit and temporary liquor license application are on file in the City Clerk's Office





July 15, 2024

SUBJECT: CONSENT - CITY CLERK - SPECIAL EVENT PERMIT FOR FAMILY YOUTH COMMUNITY CONNECTIONS OPEN STREET EVENT

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

MOTION TO: Approve a Special Event Permit for Family Youth Community Connections (FYCC) for their 10th Annual Open Streets event on September 14, 2024, from 10:30 am to 1 pm.

BACKGROUND: FYCC submitted a special event permit application for their 10th Annual Open Streets event to be held on Saturday, September 14, 2024. The Open Streets event is a national initiative to temporarily close streets to automobile traffic and promote healthy living and physical activity. There will be local vendors at the event as well as free family activities.

KEY ISSUES:

- The event will take place on the streets, which include Main Ave NE from 60th and Main to 58th and Main, and include all of 58th Street NE extending to Lander and ending at the Berning's residence. FYCC is requesting to close these streets during the event.
- The Open Street is an annual event that has been held on the same streets since 2014.
- The estimate attendance including staff and entertainment will be 2000+ people.
- FYCC has contacted the Wright County Sheriff's Office for security and traffic control.
- FYCC has submitted a letter to the Albertville Fire Chief detailing their event plan.
- FYCC will be renting port-a-potties for the event.
- FYCC has provided the City with a certificate of liability insurance for the event.
- Outdoor special events shall only occur between April 1 to November 1 of each year.

POLICY/PRACTICES CONSIDERATIONS: The Mayor and City Council have the authority to approve or deny requests for street closure requests within the City. The City Council has approved the request as presented in the past.

LEGAL CONSIDERATIONS: The applicant shall comply with the regulations for a special event permit.

Responsible Person: Kris Luedke, City Clerk

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- FYCC Narrative
- Open Street Site Map



Tuesday, July 9, 2024

City of Albertville:

Please be informed that FYCC is holding their annual Open Streets Event Saturday, September 14, 2024. This event will take place on the streets, which include Main Ave. NE from 60th & Main to 58th & Main, then turning and including all of 58th Street NE and extending on to Lander ending just short of Gordy & Theresa Berning's residence. The event would also include the Farmer's Market Pavilion and the Depot. This event will run from 10:30 a.m. to 1:00 p.m. with Local Businesses each hosting a game or fun activity for families; there will also be Face Painting, Balloon Twisting and much more adding to the fun. The Lion's will offer their food trailer. We will have outdoor biffies (Red's = company the city uses) available on the route for public use.

This event is an annual event held by Family Youth Community Connections (FYCC) that has been held on the same streets since 2014. The event will have 2,000+ people in attendance including staff and entertainment. Set up and take down of this event will all be on Saturday, September 14, 2024. FYCC has sent Chief Bullen a email and a letter detailing our plan and asking if he needs any additional information from FYCC. Albertville Fire Department has been part of this event since 2014.

FYCC has also contacted Wright County Sheriff's Department requesting they also be part of the event like they have since 2014.

City of Albertville Public works agreed to order the portable biffys from Red's for this event and FYCC will pay the bill.

Family Youth Community Connections 5975 Main Ave. NE Albertville MN 55301



Vendors will be asked to park in the ball field parking lot as there are no ball games scheduled for that day; with participant parking at FYCC building entering off of 60th Street.

Only signage for this event will be posted on A-Frame signs thanking our sponsors and identifying locations of special areas i.e. Face Painting, Balloon Twisting, Food, Restrooms, etc. Trash from this event will be hauled away and put in FYCC or Public Works trash.

Insurance is through League of Cities and you will receive a copy of our event insurance from Zachman Insurance naming City of Albertville as additionally insured.

Please feel free to contact me with any additional questions about this event. We thank the City of Albertville for their continued support of FYCC and thank you for your time in considering this event.

As Always,

Sandra Greninger

FYCC Director

Family Youth Community Connections 5975 Main Ave. NE Albertville MN 55301

Phone: 763.496.6820 Fax: 763.497.3210

Website: www.myfycc.com
Email: FYCCinformation@gmail.com
Agenda Page 33



Agenda Page 34



Agenda Page 35



July 15, 2024

SUBJECT: CONSENT - CITY CLERK - TEMPORARY LIQUOR LICENSE FOR THE CHURCH OF ST. ALBERT'S ANNUAL PARISH FESTIVAL

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

MOTION TO: Approve a Temporary Liquor License for the Church of St. Albert's Annual Parish Festival on September 14 and 15, 2024, to be located at St. Albert Parish Center.

BACKGROUND: The Church of St. Albert has applied for an on-sale temporary liquor license for their annual Parish Festival to be held on September 14 and 15 located at the St. Albert Parish Center, 11400 57th Street NE, Albertville.

KEY ISSUES:

- The organization is requesting to serve alcohol during their Festival and has applied for an on-sale temporary liquor license.
- The City has received the appropriate liquor liability coverage for the event.
- The \$100 fee for a temporary liquor license has been submitted for the event.

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

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

Responsible Person: Kris Luedke, City Clerk

Submitted through: Adam Nafstad, City Administrator-PWD

Attachments:

• The temporary liquor license application is on file in the City Clerk's office



July 15, 2024

SUBJECT: CONSENT – FIRE – APPROVE SERVICES AGREEMENT WITH ALLINA HEALTH EMERGENCY MEDICAL SERVICES

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

MOTION TO: Adopt Resolution No. 2024-19 approving a services agreement with Allina Health Emergency Medical Systems for training and medical direction services through July 1st, 2026.

BACKGROUND: Allina Health Emergency Medical Services (AHEMS) is the long-time provider of EMS training and medical direction services of the Fire Department.

The current services agreement between the Fire Department and AHEMS was signed in 2009 and AHEMS is looking to update the agreement.

The agreement provides the following services to the Fire Department:

- 1. Medical Direction
- 2. Education and Training
- 3. On-Scene Supply Restocking
- 4. Additional Services on a fee basis

The Fire Department recommends the Council adopt the Resolution approving a services agreement with Allina Health Emergency Medical Systems for training and medical direction services through July 1st, 2026.

KEY ISSUES:

- The Fire Department and Allina Health Emergency Medical Services have a long partnership of call response, medical direction services, and training.
- The current services agreement between the Fire Department and AHEMS was signed in 2009 and AHEMS is looking to update the agreement.
- The Fire Department recommends the Council adopt the Resolution approving a services agreement with Allina Health Emergency Medical Systems for training and medical direction services through July 1st, 2026, and auto-renewing every two-years after that.

POLICY/PRACTICES CONSIDERATIONS: The City enters into contracts for professional services on an as-needed basis.

FINANCIAL CONSIDERATIONS: The contract costs are accounted for in the annual Fire Department operating budget.

LEGAL CONSIDERATIONS: The City Council has the ability to enter into professional consulting contracts on behalf of the City of Albertville.

Mayor and Council Request for Action – July 15, 2024 Consent - Fire – Training and Medical Services Agreement

Page 2 of 2

Responsible Person: Eric Bullen, Fire Chief

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Resolution No. 2024-19
- Proposed Services Agreement from Allina Health Emergency Medical Systems

CITY OF ALBERTVILLE WRIGHT COUNTY STATE OF MINNESOTA

RESOLUTION NO. 2024-19

RESOLUTION APPROVING A SERVICES AGREEMENT WITH ALLINA HEALTH EMERGENCY MEDICAL SERVICES THROUGH JULY 1, 2026

WHEREAS, the Albertville Fire Department and Allina Health Emergency Medical Systems (AHEMS) have a long, historical, partnership for training and medical direction services; and

WHEREAS, this partnership is proposed to be extended for an additional two years as detailed in the attached services agreement; and

WHEREAS, such agreement is recommended for approval by the City Administrator and Fire Chief.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Albertville, Wright County, Minnesota does hereby order as follows:

- 1. That the City of Albertville may enter into the services agreement with Allina Health Emergency Medical Systems for training and medical direction services.
- 2. That the Mayor, Fire Chief, and/or the City Administrator are authorized to enter into, and execute, the Agreement subject to review of such Agreement by the City Attorney.

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

	Jillian Hendrickson, Mayor
ATTEST:	
Kristine A. Luedke, City Clerk	

ALBERTVILLE FIRE DEPARTMENT 7-1-2026 SERVICES AGREEMENT

This Agreement is made and entered into 7-1-2024, or when both parties have signed the agreement ("Effective Date") by and between Allina Health System d/b/a Allina Health Emergency Medical Services ("AHEMS"), a Minnesota nonprofit corporation having principal office at 167 Grand Avenue, St. Paul, Minnesota 55102 and The Albertville MN Fire Department ("First Responder") having principal offices at 5959 Main Ave NE, Albertville, MN 55301.

WHEREAS, First Responder is an entity engaged in providing emergency response, care, and treatment services to patients in its geographic service area; and

WHEREAS, AHEMS is a licensed Education Institution in First Responder's service area; and

WHEREAS, AHEMS has the personnel and resources to meet the requirements of Minn. Stat. § 144E.265, and to provide medical direction and support services to First Responder; and

WHEREAS, First Responder desires to engage AHEMS to provide Services (as defined below) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises specified below, the parties agree as follows.

- 1. <u>Services</u>. Beginning on the Effective Date, AHEMS will assign individuals to provide, and will provide, the Services set forth in <u>Exhibit A</u> (the "Services"), attached hereto and incorporated herein.
- **Qualifications.** AHEMS will ensure that each individual it assigns to provide the Service is qualified, in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations, and as may be further specified in Exhibit A and maintains in good standing and without limitations, exceptions or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services.
- 3. Fees and Payment. In exchange for the Services, First Responder will make payment of the amount due under this Agreement to AHEMS in a timely manner in response to receipt of an invoice supported by adequate documentation. First Responder will pay AHEMS for the Services as set forth in Exhibit B. If any of the fees owed are paid on a prospective annual basis, if AHEMS terminates this Agreement prior to the expiration of a full year term, AHEMS will refund to First Responder a prorate portion of such annual fee(s) paid for Services not performed as of the date of termination. For all other fees owed under this Agreement, in the event of early termination First Responder will make payment only for the Services performed prior to the effective date of termination.
- 4. Use of Space. Intentionally left blank
- <u>5.</u> <u>Term and Termination.</u> The term of this Agreement will commence on the Effective Date and continue for 2 years, unless earlier terminated. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties.

Auto Renewal Term and Termination. The term of this Agreement will commence on the Effective Date and continue for 2 years, unless earlier terminated. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with this paragraph, this Agreement will automatically renew for successive periods of 2 year unless either party notifies the other party at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties. Unless otherwise specified Auto Renewal will carry a 6% increase of all costs every 2 year renewal period.

- 6. Indemnification. AHEMS will defend, hold harmless, and indemnify First Responder, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to AHEMS's acts or omissions in connection with this Agreement. First Responder will defend, hold harmless, and indemnify AHEMS, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to First Responder's acts or omissions in connection with this Agreement.
- 7. Insurance. AHEMS agrees to maintain such policies of insurance, self-insurance, or combinations thereof in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. First Responder agrees to provide and maintain insurance with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate unless such entity is governmental entity. If First Responder is a government entity, First Responder agrees to provide and maintain liability insurance as set out in applicable state law.
- 8. Excluded Provider. Both parties hereby certify that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each party will immediately give written notice to the other of any debarment, exclusion, or other event that makes such party, or an employee, director, officer, agent, or subcontractor of such party, ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.
- 9. Illegality. If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under the Agreement pending amendment or termination.
- <u>10. Independent Contractors.</u> AHEMS including its employees, or agents, is an independent Page 2

contractor of First Responder and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between First Responder and AHEMS or its employees, or agents.

<u>11. Notices.</u> Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to First Responder: Eric Bullen

5959 Main Ave NE

If to AHEMS: Susan Long
167 Grand Avenue

Albertville, MN 55301 St. Paul, MN 55102 EricB@albertvillemn.gov Susan.long@allina.com

- 12. Miscellaneous. Neither party may assign, subcontract, or transfer its rights hereunder without the other party's prior written consent. Nothing in this Agreement will create any obligations by AHEMS or First Responder to any person or entity not a party to this Agreement, including any individuals employed by or under contract with AHEMS or First Responder. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement. This Agreement may be amended only upon mutual written agreement of the parties. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.
- 13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

ALLINA HEALTH EMERGENCY MEDICAL SERVICES	[FIRST RESPONDER]
Ву	By
Title	Title
Dated	Page 3

EXHIBIT A

Services

AHEMS will designate a contact person whom First Responder may contact to arrange for the provision of Services. First Responder will make all efforts to provide reasonable advance notice of its need for any of the Services and AHEMS will make all commercially reasonable efforts to procure resources necessary to deliver the Services, provided, however, that with the exception of Medical Direction services (if applicable) AHEMS will have no obligation to provide the Services if AHEMS is unable to procure necessary resources or personnel to furnish the Services. Services provided pursuant to this Agreement include the following:

1. Medical Direction

- a) AHEMS agrees to provide medical director services to First Responder to support First Responder's emergency medical program. Medical Director services will include:
 - (i) Use of AHEMS protocols;
 - (ii) Medical direction oversight by the AHEMS Medical Director or such other qualified physician as AHEMS may contract with from time-to-time for such services;
- b) As a prerequisite of condition to AHEMS providing the Medical Director services contemplated herein, the First Responder agrees that it will at all times during the term of this Agreement:
 - (i) Operate under AHEMS services protocols;
 - (ii) Utilize only trained EMTs, EMRs, and/or those trained and privileged to provide direct medical care;
 - (iii) Consult with the AHEMS coordinator and/or Medical Director on major equipment purchases.
- c) First Responder will compensate AHEMS for Medical Direction Services in the amount of \$250.00 per year has been a traditional place holder. Additional Office of Medical Direction services will be billed at \$175.00/hour.

2. Education and Training.

- a) AHEMS will provide the following training to First Responder personnel: Trainings to be given at dates of mutual agreement and at the rates set forth below: See Exhibit B for training locations and schedules per site.
- b) AHEMS will provide training supplies, including disposables. First Responder will reimburse AHEMS for such supplies in the amount of \$200/year (included in training site fee).
- 3. On-Scene Restocking. To the extent permitted by applicable law, AHEMS will provide First Responder with the supplies and drugs necessary to replace those used by First Responder's personnel in the treatment and care of a patient on scene before such patient is transported or treated by AHEMS emergency medical professionals. If on-scene replacement is not possible, First Responder will provide AHEMS with the run number associated with the call. The provision of any medications to any patient by AHEMS or First Responder will be consistent with applicable drug protocols established by the Medical Director. First Responder will not

bill any patient or third-party payer for any supplies or drugs provided pursuant to this paragraph.

<u>Additional Services</u>. AHEMS will make the following additional services available to First Responder and First Responder will compensate AHEMS for such services as set forth below:

- a) Additional education, quality assurance, quality review, or Medical Director services, and/or sessions outside of the education and training described in Section 2 of this Exhibit A ("Additional Services"). The Additional Services may include: remediation, additional training, or consultation for large scale trainings; any additional trainings; if class sizes grow consistently beyond the span of control and observation is untenable for current contracted instructor number (s), additional instructors; psychomotor capabilities confirmation; and remediation if Allina acts as an agent for the First Responder. Any such Additional Services will be billed at \$82.00 per instructor hour. Any AHA CPR cards requested by the First Responder will be billed at the current AHA card rate. If requested CPR cards will be billed at the current Heartsaver CPR rate.
- b) Additional Services:
 - (i) Medical Direction hours/rate: \$175.00/hr.
 - (ii) Additional Specialty Services if capacity allows: \$82.00/hr.
- c) Any additional classes such as NCCR or additional trainings not covered by this contract will be given at contract customer rates. Any members of the First Responder Agency who take any Allina Health EMS classes will be offered those classes at contract customer rates.

EXHIBIT B

Insert Training: 10, 2-hour trainings over 2 years with two instructors: \$7270.00

Insert Medical Direction Services: \$500.00

Insert Quality Control Services: None at this time

FEES

Total fees for 2 years: \$ 7770.00

Total Quarterly Billing: \$ 971.25



Albertville Fire Department – June 2024 Incident Data



Total Incidents

6m 12s

Turn Out Time (Median)

Travel Time (Median)

10m 6s

Time to Arrival (Median)



