



City of Albertville Council Agenda

Monday, October 7, 2024

City Council Chambers

7 pm

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

1. Call to Order

2. Pledge of Allegiance – Roll Call

Pages

3. Recognitions – Presentations – Introductions

4. Public Forum – (time reserved 5 minutes)

5. Amendments to the Agenda

6. Consent Agenda

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

- A. Approve the September 3, 2024, regular City Council Meeting minutes as presented. 3-7
- B. Approve the September 16, 2024, regular City Council Meeting minutes as presented. 8-11
- C. Authorize the Monday, October 7, 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. 12
- D. Accounts Receivable Report. 13-14
- E. 3rd Quarter Budget to Actual Report. 15-17
- F. Approve Wright County/City of Albertville Election Equipment Lease Agreement. 18-26
- G. Approve the Memorandum of Understanding between Wright County and the City of Albertville for the Purchase of Salt for the 2024-2025 Snow and Ice Removal Season at a cost of \$109.69 per ton. 27-28
- H. Authorize the proposed budget for landscaping and irrigation work at the Fire Station. 29-30
- I. Approve replacing the batteries in the UPS backup at City Hall for \$8,200 plus tax. 31-32
- J. Approve Payment Application No. 17 to Gridor Construction in the amount of \$283,118 for the Wastewater System Improvements

7. Public Hearing

- A. **Public Hearing – Special Assessment of Cleanup costs to Maeyaert Property** 33-34
 - Mayor to open public hearing
 - Motion to close public hearing

(Motion to adopt Resolution No. 2024-32 adopting Special Assessment Roll related to the removal of Nuisances and Zoning Violations.)

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 – None

F. Planning and Zoning – None

G. Public Works/Engineering – None

H. Legal – None

I. Administration

- 1. Contract Fire Service Discussion**

- 2. City Administrator’s Update**

35-36

10. Announcements and/or Upcoming Meetings

October 8	Planning Commission, 7 pm
October 14	STMA Arena Board, 7 pm
October 21	City Council, 7 pm
October 28	Joint Powers Water Board, 6 pm
	Parks Committee, 7 pm
November 4	City Council, 7 pm
November 5	General Election Day, 7 am to 8 pm

11. Adjournment



ALBERTVILLE CITY COUNCIL

DRAFT REGULAR MEETING MINUTES

September 3, 2024 – 7 pm
Council Chambers
Albertville City Hall

1. Call to Order

Mayor Hendrickson called the meeting to order at 7 pm.

2. Pledge of Allegiance – Roll Call

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

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

3. Recognitions – Presentations – Introductions – None

4. Public Forum

Ms. Marie Vetsch, 11557 56th Street NE, Albertville, reported she was concerned about the continuous flooding and drainage issues within her and neighboring yards. She said she was worried about her neighbor's grandchild because the water was not draining so the neighbor could not let him out in the yard. Ms. Vetsch also relayed she has been paying for a lawn service that has not been able to mow her backyard due to the flooding. She answered questions from the Council.

Mrs. Kathy Berg, 11577 56th Street NE, Albertville, reported she was the neighbor with the grandchild, and said she could not let him go out into the yard to play due to the standing water.

City Administrator Nafstad reported the area has had past flooding issues because of the lack of storm sewer and catch basins. He added the drainage system in the area predates the modern drainage utility system the City has since implemented. He reported the City can fix the issue by grading and adding storm sewer to move the water out of the area, but it would require drainage and utility easements, and the work would have to contend with backyard items like sheds and fences. He said he would evaluate the situation to see what could be done.

The Council thanked both residents for attending the City Council meeting.

5. Amendments to the Agenda

City Clerk Luedke requested to amend Consent Agenda item 6C. to change the date listed from Monday, August 19, 2024, to Tuesday, September 3, 2024.

MOTION made by Councilmember Olson, seconded by Councilmember Zagorski to approve the September 3, 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 August 5, 2024, regular City Council Meeting minutes as presented.
- B. Approve the August 19, 2024, Budget Workshop Meeting minutes as presented.
- C. Authorize the Tuesday, September 3, 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.
- D. Approve Payment Estimate No. 1 to Omann Contract in the amount of \$108,144.32 for the 2024 Street Improvement project.

MOTION made by Councilmember Cocking, seconded by Councilmember Hayden to approve the September 3, 2024, consent agenda as amended. 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.

City Administrator Nafstad said the City has received multiple neighbor complaints regarding a motorcycle racing on Kalland Ave NE.

The Wright County Sheriff’s deputy said he would review the issue and notify his partners about the complaint.

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 Power Water Board meeting which included a discussion on next year’s budget and the replacement of some panels on the water tower.

Councilmember Olson provided an update from the FYCC meeting which included approval of the fiscal year budget which was slightly reduced due to staffing changes. He also provided an update from the Parks Committee meeting which included a discussion on the new playground concept.

B. Building – None

C. City Clerk

1. Set Special Council Meeting to Canvass 2024 General Results

City Clerk Luedke presented the staff report regarding setting a special meeting to canvass the November 5 General elections results. She said City staff recommended setting the meeting for November 12, 2024, at 5:45 pm.

MOTION made by Councilmember Cocking, seconded by Councilmember Hayden to set the Canvassing Board meeting to certify the results of the November 5, 2024, General Election for 5:45

pm on Tuesday, November 12, 2024, in the Albertville Council Chambers. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

D. Finance

1. 2025 Preliminary Budget and Property Tax Levy

Finance Director Lannes presented the staff report and reported that the proposed tax levy increase was set at 5.4%. She said once the preliminary budget was approved, the final budget can be lowered but it could not be increased. She answered questions from the Council regarding the proposed budget.

There was Council discussion regarding the proposed 2025 tax levy amount and the consensus was to move forward with the proposed 5.4% levy increase.

MOTION made by Councilmember Olson, seconded by Councilmember Cocking to adopt **Resolution No. 2024-25** adopting the 2024 Preliminary Tax Levy collectable in 2025. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

MOTION made by Councilmember Cocking, seconded by Councilmember Zagorski to adopt **Resolution No. 2024-26** adopting the 2025 Preliminary Budget. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

E. Fire – None

F. Planning and Zoning

1. Conditional Use Permit for Detached Accessory Building at 11760 57th Street

City Planner Brixius presented the staff report which included background information on the application from Larry Frase for an oversized accessory building. He reported that the City Code allows for one attached garage and one detached building administratively if it was 150 sq ft. or less. He added if the proposed building was larger, a conditional use permit would be required. He listed the conditions of approval and said the Planning Commission discussed the item and recommended approval of the application.

MOTION made by Councilmember Zagorski, seconded by Councilmember Olson to adopt **Resolution No. 2024-27** approving a request for a conditional use permit for a 194 sq. ft. detached accessory building at 11780 57th Street within the City of Albertville. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

2. Albertville Plaza – Gravity Dance Studio Applications

City Planner Brixius presented the staff report which included the background information on the applications and said the Planning Commission held a public hearing, discussed the applications and recommended approval with the conditions outlined in the Resolution. He said Gravity Dance has requested approval for a commercial building for dance studio with a tenant bay. Brixius said the site was zoned to allow for a dance studio and added the business owner would be required to be a member of the Business Association to manage and maintain the private shared streets. He answered questions from Council.

City Administrator Nafstad said he spoke to Ryland Rosenlund, the project manager, regarding the proof of parking requirement and noted future stalls would need to be constructed in a drainage and utility easement. Rosenlund stated he would confer with his client, but did not believe the future

parking would be needed. Planner Brixius reported he was comfortable with deleting the condition of the parking proof requirement from the conditions.

City Attorney Couri answered questions from Council regarding the status of the Business Owners Association agreement for the management and maintenance of the private streets.

There was Council discussion regarding proposed development, the Business Agreement for the private roads and the parking requirements. The Council's consensus was to amend the Resolution by deleting the required proof condition.

MOTION made by Councilmember Hayden, seconded by Councilmember Zagorski to adopt **Resolution No. 2024-28** approving requests for Gravity Dance Studio PUD Development Site and Building Plans for Lot 2, Block 1, Albertville Plaza 2nd Addition to allow for the construction a 9,544 sq. ft. Commercial Building containing a 7,000 sq. ft. Dance Studio and 2,544 sq. ft. Commercial Tenant Bay within the City of Albertville as amended. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

3. Shoppes at Prairie Run 2 – Si Senior Restaurant Applications

City Planner Brixius presented the staff report which included background information on the application for a restaurant with an outdoor dining patio and a tenant bay and said the Planning Commission held a public hearing, discussed the application and recommended approval with the conditions outlined in the Resolution. He answered questions from the Council and said the business owner would enter into a shared access connection agreement with the adjoining property.

There was Council discussion regarding the proposed restaurant, possible uses for the tenant bay, the parking access, and the outdoor patio.

MOTION made by Councilmember Cocking, seconded by Councilmember Hayden to adopt **Resolution No. 2024-29** approving requests for an amendment to the Shoppes of Prairie Run 2 Site and Building Plans for Lot 1, Block 1 Shoppes At Prairie Run 2 to allow the Si Senior Commercial Building and for the construction of a 7,227 Sq. Ft. Commercial Building containing a 4,832 sq. ft. Restaurant and 2,395 sq. ft. Commercial Tenant Bay at 5292 Kyler Avenue NE within the City of Albertville. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

G. Public Works/Engineering

1. Linwood Park Sports Court Quotes

City Administrator Nafstad reported that the City had sent out quotes for the Park improvements. He said he had a proposed budget of \$73,000 for the complete project. He reported the Public Works Department would perform a number of the projects including the removal of the existing fence but added the other project quotes he would bring back for Council approval.

H. Legal

1. Special Assessment of Cleanup Cost to Maeyaert Property

City Attorney Couri presented the staff report and background information on the Maeyaert property and past issues with the property. He said the assessment costs occurred during the most recent cleanup and reported the assessment amount before the Council tonight was set at \$10,480 but an additional bill of \$8,400 has been received so the Resolution should be amended from \$10,480 to \$18,880. He answered questions from Council regarding the on-going nuisance issues.

MOTION made by Councilmember Zagorski, seconded by Councilmember Hayden to adopt **Resolution No. 2024-30** calling for hearing on proposed assessment related to nuisance and zoning violations on property located at 10479 61st Street NE in Albertville, MN as amended. Ayes: Cocking, Hayden, Hendrickson, Olson and Zagorski. Nays: None. The motion carried.

City Attorney Couri provided an update on the Potter's property. He reported at the last meeting following the closed session, that the Council approved a settlement agreement. He stated before the meeting, he had reached out to Mr. Potter to see if he and his wife would sign the agreement if it was approved and Mr. Potter said yes. Mr. Couri continued that once the agreement was approved, the Potter's did not sign the agreement but in turn had their Attorney notify him stating the Potter's had retained him and the Attorney would like to discuss the settlement. City Attorney Couri said this was the second time a settlement agreement was approved by the Council and the Potter's did not sign it therefore next time he would not bring an agreement before the Council unless the Potter's signed it first.

City Administrator Nafstad provided additional information on the property and answered questions from Council.

I. Administration

1. City Administrator's Update

Administrator Nafstad presented the City Administrator's Update which included an update on the O'Donnell property in which the City has entered into a purchase agreement and were working toward an October closing.

10. Announcements and/or Upcoming Meetings

September 9	STMA Arena Board, 6 pm
September 10	Planning Commission, 7 pm
September 16	City Council, 7 pm
September 23	Joint Powers Water Board, 6 pm Parks Committee, 7 pm

11. Adjournment

MOTION made by Councilmember Cocking, second by Councilmember Zagorski 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



ALBERTVILLE CITY COUNCIL

DRAFT REGULAR MEETING MINUTES

September 16, 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, Hayden, and Zagorski.

Absent: Mayor Hendrickson

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

3. Recognitions – Presentations – Introductions

A. Wright County Commissioner Holland

Wright County Commissioner Holland provided background information on the Wright County's Interim County Administrator and the budget process the County used in determining the potential levy increase and the 2025 draft budget. She answered questions from the Council regarding traffic in the area and the future plan for the County Administrator's position.

The Council thanked Commissioner Holland for attending the Council meeting.

4. Public Forum – None

5. Amendments to the Agenda

City Administrator Nafstad requested to add an item 9H. under Legal entitled "Loewen Property Purchase Agreement."

MOTION made by Councilmember Zagorski, seconded by Councilmember Hayden to approve the September 16, 2024, agenda as amended. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. 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 August 19, 2024, regular City Council Meeting minutes as presented.
- B. Authorize the Monday, September 16, 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. 2024-31 approving appointment of the Election Judges and Absentee Ballot Board for the General Election to be held on November 5, 2024.
- D. Approve an On-Sale Temporary Liquor License application for the Albertville Lions Club for the Chad Smith Kickball event on October 12, 2024, from 11 am to 5 pm.
- E. Approve a Major Temporary Outdoor Music Permit for the 152 Club, Inc. located at 5794 Main Avenue NE for their Annual Oktoberfest event on September 28, 2024.
- F. Approve Payment Estimate No. 2 to Omann Contract in the amount of \$535,328 for the 2024 Street Improvements project

MOTION made by Councilmember Cocking, seconded by Councilmember Zagorski to approve the September 16, 2024, consent agenda as submitted. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. The motion carried.

7. Public Hearing – None

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

The Wright County Deputy who was presented answered questions from the Council regarding a residential home that has had numerous late night parties off of Kassel Avenue and said he would check in to it.

9. Department Business

A. City Council

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

Councilmember Cocking provided an update from the STMA Arena Board meeting which included a discussion on whether the Arena should be closed on certain Holidays and the advertising within the Arena. He answered questions from the other Councilmembers and stated these items would be discussed again at the next Arena Board meeting.

B. Building – None

C. City Clerk – None

D. Finance – None

E. Fire – None

F. Planning and Zoning – None

G. Public Works/Engineering

1. Wastewater Treatment Facility Return Pump Replacement Plan

City Administrator Nafstad presented the staff report which included background information on the return pumps, the cost of the pumps and the replacement plan that the City’s Wastewater department has implemented to replace the current pumps as the pumps stop working. He answered questions from the Council regarding the pump replacement plan.

MOTION made by Councilmember Hayden, seconded by Councilmember Cocking to approve the purchase of three replacement pumps at the Wastewater Treatment Facility for an amount not to exceed \$45,000 plus any tax that may apply. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. The motion carried.

2. Linwood Park Sports Court Quotes

City Administrator Nafstad reported the City had requested three quotes for the milling and paving for the sport court but added the City only received one back. He said the quote received was from Omann Brothers in the amount of \$24,900 therefore he was requesting authorization to move forward with the quote. Nafstad said he was also requesting the authorization to move forward with the purchase of the basketball hoops and foundations in the amount not to exceed \$11,000. He answered questions from Council.

MOTION made by Councilmember Cocking, seconded by Councilmember Hayden to approve the quote from Omann Brothers in the amount of \$24,900 and the authorization to purchase the basketball hoops and foundations in an amount not to exceed \$11,000. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. The motion carried.

H. Legal

1. Loewen Property Purchase Agreement

City Attorney Couri presented a draft purchase agreement and said it was similar to the one recently approved for the O'Donnell property but added this property does not have existing building on it. He reviewed the proposed agreement and said that it included a few references to the existing building in which he would need to amend. Couri reported the purchase price for the two lots was \$375,000 and added that this was the property being acquired by the City to preserve the access into the Zachman property for possible future development. He answered questions from Council regarding the draft purchase agreement and said the purchase price on the second page under 11.2 should be \$373,000 not \$270,000 after the \$2,000 earnest money. Couri asked if the Council would approve the purchase agreement between the City of Albertville and Louann Loewen allowing for minor amendments after the agreement was received back from the owner's attorney and with the City Administrator review and approval.

City Administrator Nafstad reported the City has received a clean environmental report on the site and added that the property owner desired to accelerate the closing date. He answered questions from the Council regarding the purchase price and where the funding for the purchase would come from in which he reported the funds would come from the Capital Reserves fund.

There was Council discussion regarding the Loewen Property purchase agreement, the purchase prices and the funding source. The Council also discussed that the property would be an appreciable asset in which the unused portion of the property could be resold at a future date. The Council's consensus was to approve the purchase agreement with the City Attorney's ability to make minor amendments with the City Administrator review and approval.

MOTION made by Councilmember Cocking, seconded by Councilmember Zagorski to approve the real estate purchase agreement and give the City Attorney the ability to make the necessary amendments to align with the buyer within reason, contingent upon City Administrator approval. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. The motion carried.

I. Administration

1. City Administrator's Update

City Administrator Nafstad presented the City Administrator's Update which included an update on the Main Avenue project. He said that Xcel Energy was planning to upgrade the Main Ave lines to a feeder system, which would require a great deal of coordination to underground the system. Nafstad reported that this would be the only opportunity for the City's to request that the power lines be placed underground. He reviewed the proposed project process and schedule and said he would have a better understanding of the City's cost soon and would bring back further information for Council's review.

There was Council discussion regarding the proposed Main Ave project and the project process.

He also answered questions from the Council regarding the amendments to the Otsego Fire Contract and the process to be used.

10. Announcements and/or Upcoming Meetings

- September 23 Joint Powers Water Board, 6 pm
 Parks Committee, 7 pm
- October 7 City Council, 7 pm
- October 8 Planning Commission, 7 pm
- October 14 STMA Arena Board, 6 pm
- October 21 16 City Council, 7 pm

11. Adjournment

MOTION made by Councilmember Cocking, second by Councilmember Hayden to adjourn the meeting at 7:35 pm. Ayes: Cocking, Hayden, Olson and Zagorski. Nays: None. Absent: Hendrickson. The motion carried.

Respectfully submitted,

Kristine A. Luedke, City Clerk

October 7, 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, October 7, 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 have 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)

October 7, 2024

SUBJECT: CONSENT – FINANCE – ACCOUNTS RECEIVABLE REPORT

ACCOUNTS RECEIVABLE: Total accounts receivable outstanding through October 1, 2024, is \$84,676.96.

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

0-30 days outstanding	\$45,114.93	53.28%
30-60 days outstanding	\$12,194.33	14.40%
60-90 days outstanding	\$19,693.44	23.26%
Over 90 days outstanding	\$ 7,674.26	9.06%

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.

Responsible Person: Tina Lannes, Finance Director

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachment:

- Accounts Receivable Report

Mayor and Council Communication – October 7, 2024
Finance – Accounts Receivable Report

Vendor	Amount Due	0-30 Days	30-60 days	60-90 days	90 days & Over
El Bamba	\$1,008.35	\$8.35	\$1,000.00		
Englund, Regan	\$1,245.32	\$322.74	\$312.58		\$610.00
Everbrook Learning Care	\$1,292.08	\$17.08	\$1,275.00		
Gravity Dance	\$4.50	\$4.50			
Jenkins, Michael	\$168.46	\$168.46			
Kindercare	\$4,930.54	\$3,638.54	\$1,292.00		
Lakes Area Training	\$1,691.16	\$1,691.16			
Maeyaert, Chuck	\$18,530.00	\$9,205.00	\$8,300.00		\$1,025.00
Mega Goaltending	\$34,449.40	\$15,024.40		\$19,425.00	
Outlaws	\$3,452.11	\$3,452.11			
Premier Prep HS League	\$4,230.00	\$4,230.00			
River Hawks Summer Training	\$3,820.89	\$62.76			\$3,758.13
Rogers Old Man Hockey	\$751.63	\$751.63			
State of Minnesota Tax Forfeit	\$2,602.48	\$38.16	\$14.75	\$268.44	\$2,281.13
STMA Squirt Spring-Summer Hockey	\$4,150.04	\$4,150.04			
STMA United Soccer Club	\$2,350.00	\$2,350.00			
Total	\$84,676.96	\$45,114.93	\$12,194.33	\$19,693.44	\$7,674.26
Current 0-30 days		\$45,114.93	53.28%		
30-60 days		\$12,194.33	14.40%		
60-90 days		\$19,693.44	23.26%		
over 90 day		\$7,674.26	9.06%		

October 7, 2024

SUBJECT: CONSENT – FINANCE – 3RD QUARTER BUDGET TO ACTUAL REPORT – UN-AUDITED

3rd QUARTER BUDGET TO ACTUAL: Attached are the 3rd Quarter 2024 un-audited General Fund summaries of revenues and expenditures. Revenues are expected to be at 66%. Expenses are expected to be at 72%. This summary shows operating revenues are at 65.58% and operating expenses are at 70.58%.

VARIANCES:

Revenue:

- Police aid – Not received until October
- LGA – 2nd Half LGA – Not received until December
- Charges for services – less invoicing for weed elimination, snow plowing and accidents
- Fire Protection Contract Charges – Collection for entire year is half in January and half in July

Expenses:

- Assessor completed work for the year in April 2023
- General Government – assist with conversion to Outlook 365 and set up of dotgov
- City Engineer – \$7,351 Central Park, \$119,476 Main Ave reconstruct project engineering
- Planning and Zoning – \$8,550 Main Ave reconstruct project

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 09/30/24	Ytd % Budget
31010	Current Ad Valorem Taxes	\$ 2,744,776	\$1,557,687	56.75%
32000	Licenses & Permits	\$ 30,500	\$30,380	99.61%
32110	Liquor Licenses	\$ 30,000	\$30,110	100.37%
32150	Sign Permits	\$ 2,500	\$140	5.60%
32210	Building Permits	\$ 200,000	\$223,640	111.82%
33401	LGA Revenue expected	\$ 258,858	\$129,429	50.00%
33405	Police Aid	\$ 48,000	\$0	0.00%
33422	Other State Aid Grants	\$ -	\$0	0.00%
33423	Municipal Maintenance	\$ 11,535	\$11,535	100.00%
34000	Charges for Services	\$ 18,000	\$2,240	12.44%
34001	Administrative Fee	\$ 1,500	\$1,450	96.67%
34005	Engineering As Built Fee	\$ 3,000	\$600	20.00%
34101	Leases - City Property	\$ 31,700	\$24,772	78.14%
34103	Zoning & Subdivision Fees	\$ 2,500	\$3,000	120.00%
34104	Plan Check Fee	\$ 80,000	\$79,648	99.56%
34107	Title Searches	\$ 2,500	\$1,750	70.00%
34112	Franchise Fee - Electric	\$ 130,000	\$70,441	54.19%
34113	Franchise Fee - Cable	\$ 60,000	\$39,787	66.31%
34114	Franchise Fee - Gas	\$ 190,000	\$102,075	53.72%
34202	Fire Protection Contract Charges	\$ 589,923	\$589,923	100.00%
34780	Rental Fees	\$ 15,000	\$14,043	93.62%
34950	Other Revenues	\$ 20,000	\$17,331	86.66%
34110	Arena	\$ 15,093	\$11,660	77.25%
Total Revenues		\$ 4,485,385	\$2,941,640	65.58%

General Fund Department Expenditures:		2024 Budget	2024 Actual 09/30/24	Ytd % Budget
41000	General Government	\$ 70,000	\$78,700	112.43%
41100	Council	\$ 58,128	\$31,623	54.40%
41300	Combined Administrator/Engineer	\$ 199,256	\$139,188	69.85%
41400	City Clerk	\$ 159,001	\$113,372	71.30%
41410	Elections	\$ 27,000	\$10,723	39.72%
41500	Finance	\$ 139,691	\$101,928	72.97%
41550	City Assessor	\$ 52,000	\$45,050	86.63%
41600	City Attorney	\$ 30,000	\$20,815	69.38%
41700	City Engineer	\$ 35,000	\$139,582	398.81%
41800	Economic Development	\$ 13,000	\$1,826	14.05%
41910	Planning & Zoning	\$ 56,507	\$50,730	89.78%
41940	City Hall	\$ 172,268	\$98,605	57.24%
42000	Fire Department	\$ 685,992	\$501,067	73.04%
42110	Police	\$ 1,216,246	\$896,348	73.70%
42400	Building Inspection	\$ 329,445	\$214,555	65.13%
42700	Animal Control	\$ 12,000	\$3,162	26.35%
43100	Public Works - Streets	\$ 494,291	\$275,819	55.80%
43160	Electric - Street Lights	\$ 111,320	\$56,323	50.60%
45000	Culture & Recreation	\$ 95,167	\$72,840	76.54%
45100	Parks & Recreation	\$ 529,074	\$313,576	59.27%
Total Expenditures		\$ 4,485,386	\$3,165,832	70.58%

2024 Council Update				
Capital Fund				
Capital Reserve Fund Revenue:		2024 Budget	2024 Actual 09/30/24	Ytd % Budget
102-31010	Capital Levy	\$ 2,028,138	\$1,033,856	50.98%
Total Revenues		\$ 2,028,138	\$1,033,856	50.98%

2024 Council Update				
Capital Fund				
Capital Reserve Fund Expenditures:		2024 Budget	2024 Actual 09/30/24	Ytd % Budget
102	Capital Expenditures	\$ 2,028,138	\$1,517,876	74.84%
Total Expenditures		\$ 2,028,138	\$1,517,876	74.84%

October 7, 2024

SUBJECT: CONSENT – CLERK – ELECTION EQUIPMENT LEASE AGREEMENT

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

MOTION TO: Approve the Election Equipment Lease Agreement between the City of Albertville and Wright County.

BACKGROUND: The City of Albertville leases the election equipment from Wright County. Wright County has submitted a renewal agreement for the election equipment. The City will be billed an annual maintenance fee of \$200 for each DS200 Digital Scan Ballot Tabulator and each OmniBallot. All other expenses including the maintenance of poll pads are being covered by the County. The City is responsible for the transfer of machines from Wright County to the precincts and vice versa. The cost to the City for 2024 will be \$1,200 for four DS200's and two OmniBallot machines.

KEY ISSUES:

- The City of Albertville leases our election equipment for Wright County
- The City will be billed an annual maintenance fee of \$200 for the DS200 Digital Scan Ballot Tabulators and each OmniBallot.
- The election equipment maintenance is a budgeted item.

POLICY/PRACTICES CONSIDERATIONS: It is the City's policy for the Council to review and approve lease agreements.

FINANCIAL CONSIDERATIONS: The City budgets for the lease of the election equipment. The City will be billed an annual maintenance fee of \$200 leases four DS200 and two OmniBallot machines for an annual total of \$1,200.

LEGAL CONSIDERATIONS: The Mayor and City Council has the authority to approve agreements on behalf of the City.

Responsible Person: Kris Luedke, City Clerk

Submitted through: Adam Nafstad, City Administrator-PWD

Attachments:

- Wright County/City of Albertville Election Equipment Lease Agreement

**WRIGHT COUNTY/CITY OF ALBERTVILLE
ELECTION EQUIPMENT LEASE AGREEMENT**

THIS AGREEMENT, made by and between the COUNTY OF WRIGHT and the CITY OF ALBERTVILLE both political subdivisions of the State of Minnesota, hereinafter referred to as the “County” and the “Municipality” respectively. For purposes of this Agreement, the address of the County is 3650 Braddock Ave NE, Buffalo, Minnesota 55313 and the address of the Municipality is PO Box 9, Albertville MN,55301.

WITNESSETH

WHEREAS, the Wright County Board of Commissioners in Resolution Number 18-23 authorized the purchase of election equipment (hereinafter “Election Equipment”) for a countywide digital scan voting system, election hardware and services; and

WHEREAS, the Wright County Board of Commissioners in Resolution Number 18-23 authorized the purchase of Assisted Voting Technology equipment (hereinafter “AVT Equipment”) for a countywide optical scan voting system, election hardware and services; and

WHEREAS, the County pursuant to Minn. Stat. § 471.85 may transfer property to the Municipality for its use; and

WHEREAS, the County desires to lease Election Equipment to City of Albertville for use in all elections.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the Municipality agree as follows:

Section 1

SCOPE OF AGREEMENT

- 1.1 During the term of this Agreement and subject to the terms herein, the County hereby leases to the Municipality at the cost identified below and subject to the terms and conditions of this Agreement, and the Municipality hereby agrees to lease from the County Election Equipment identified as: 4 DS200 Digital Scan Ballot Tabulator(s), and 2 DS200 Plastic Ballot Box(es) for polling places contained within the Municipality.
- 1.2 During the term of this Agreement and subject to the terms herein, County hereby provides to Municipality and grants Municipality a limited, revocable, non-exclusive, royalty-free license to use 10 KNOWiNK Poll Pad Hardware and Software units, and a sufficient number of routers, exclusively for official election use. Unless County otherwise agrees in writing, said license is restricted to access

and use of the Election Equipment by Municipality's employees, contracted personnel and duly authorized election officials performing election duties and responsibilities on behalf of Municipality.

- 1.3 Starting with the 2022 State Primary Election, the County hereby leases to the Municipality at the cost identified below and subject to the terms and conditions of this Agreement, and the Municipality hereby agrees to lease from the County Election Equipment identified as: 2 OmniBallot assistive voting technology units, for polling places contained within the Municipality.
- 1.4 Subject to the terms and conditions of this Agreement, the parties may agree by written addendum executed by all the parties to increase or decrease the County Election Equipment included within the scope of this agreement. Wright County hereby delegates authority to execute such an addendum to the County Finance Director. The Municipality hereby delegates authority to execute such an addendum to its City Administrator/Clerk.

Section 2

OWNERSHIP

- 2.1 The Municipality acknowledges that the County owns the Election Equipment and that the Municipality is authorized to use said Election Equipment for official election related purposes. Use of the Election Equipment for any other purpose is strictly prohibited absent express written consent of the County Finance Director.
- 2.2 The Municipality acknowledges and agrees that the Election Equipment may contain proprietary and trade secret information that is owned by Election Systems and Software (ES&S), KNOWiNK, LLC or Democracy Live and is protected under federal copyright law or other laws, rules, regulations and decisions. The Municipality shall protect and maintain the proprietary and trade secret status of the Election Equipment.

Section 3

HANDLING OF EQUIPMENT AND INDEMNIFICATION

- 3.1 The Municipality shall be responsible for the Election Equipment while it is in the Municipality's custody. The Municipality, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment while it's in the Municipality's custody and this contract is in effect, consistent with the Municipality's defense and indemnity obligations contained in Section 7.6 herein.

- 3.2 The Municipality shall be responsible for the transporting of the Election Equipment from and to the County. Upon termination of this Agreement, the Municipality shall forthwith deliver the Election Equipment to the County or its designee, complete and in good order and working condition. The Municipality shall be responsible for all costs, including but not limited to shipping, related to the repair or replacement of lost, stolen, destroyed or damaged Election Equipment.
- 3.3 Municipality shall secure, safeguard and control the Election Equipment, including but not limited to system authentication and passwords, in the same manner that Municipality secures, safeguards and controls its own critical or confidential equipment, systems, software, data, passwords or other information. While the Election Equipment is in Municipality's possession, custody and/or control, Municipality shall exercise best efforts to (i) use and handle the Election Equipment in a manner that avoids damage or harm to the Election Equipment; (ii) use and handle the Election Equipment in accordance with County direction and any third-party specification; and (iii) safeguard and secure the Election Equipment from theft, loss or other damage.

Section 4

TERM, TERMINATION

- 4.1 The Municipality and the County agree that this Agreement is in effect commencing upon signature by the County. The Municipality and County agree that this Agreement will terminate when the Municipality and County mutually agree that the equipment will no longer be used for the Municipality's elections, unless terminated sooner by either party with cause upon seven (7) calendar days' written notice to the other.

Section 5

MAINTENANCE

- 5.1 **Maintenance Agreement (DS200 & OmniBallot)** The County has entered into a Maintenance Agreement with election equipment vendors for the maintenance of the DS200 Ballot Tabulators and OmniBallot assistive voting technology. Starting in 2022, the Municipality agrees that it will reimburse the County two hundred dollars (\$200.00) for maintenance and license fees associated with each DS200 and OmniBallot leased to the Municipality. The Municipality agrees to reimburse the County within 60 days of invoice. The Municipality and the County agree to renegotiate this reimbursement fee in the event the maintenance and license fees increase by more than 10%.

- 5.2 The Municipality agrees not to make any repairs, changes, modifications or alterations to the Election Equipment that are not authorized by Wright County and said vendors.
- 5.3 After reasonable notice, the County shall have the right to enter into and upon the premises where the Election Equipment is located for the purposes of inspecting the same or observing its use, except that on an election day the County is not required to provide any reasonable notice. On an annual basis, during the term of this Agreement, the Municipality shall comply with the County's request for verification of Election Equipment inventory.
- 5.4 The Municipality agrees to provide notice to county election staff of any defects or malfunctions with the Election Equipment within twenty-four (24) hours. The county agrees to track via a log all such equipment malfunctions.

Section 6

PROGRAMMING AND ACCUMULATION

- 6.1 **Programming.** The County will be responsible for programming the DS200 Ballot Tabulators, the KNOWiNK Poll Pad electronic rosters and the OmniBallot assistive voting technology at no charge to jurisdictions for all state elections.

Section 7

OTHER TERMS AND CONDITIONS

- 7.1 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 7.3 **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and

are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

- 7.4 **No Assignment.** Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

7.5 **DISCLAIMER, LIABILITY AND LIMITATION OF LIABILITY**

COUNTY, BY AND THROUGH ITS DULY AUTHORIZED VENDOR, IS PROVIDING THE ELECTION EQUIPMENT ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. OTHER THAN AS STATED IN THIS AGREEMENT, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

THE MUNICIPALITY ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT OWN OR CONTROL THE DATA SOURCE/SYSTEM NECESSARY FOR OPERATION OF THE ELECTION EQUIPMENT. WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE PERFORMANCE OF THE ELECTION EQUIPMENT OR RELATED COMMUNICATIONS OR CONNECTIONS TO ANY DATA SOURCE/SYSTEM, THAT THE DATA SOURCE/SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE DATA IS ACCURATE, COMPLETE AND CURRENT OR THAT DATA DEFECTS WILL BE CORRECTED, OR THAT THE DATA SOURCE/SYSTEM IS FREE OF HARMFUL CODE.

IN NO EVENT SHALL COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGES EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY'S SOLE LIABILITY AND THE MUNICIPALITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ELECTION EQUIPMENT NONPERFORMANCE, ERRORS OR OMISSIONS, SHALL BE LIMITED TO RESTORING OR CORRECTING THE ELECTION EQUIPMENT TO THE EXTENT AND DEGREE COUNTY IS CAPABLE OF PERFORMING THE SAME AND AS IS REASONABLY POSSIBLE UNDER THE PERTINENT CIRCUMSTANCES.

- 7.6 The County and the Municipality agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent

authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of the other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement constitutes a waiver by the Municipality or County of any statutory or common law defenses, immunities, or limits on liability. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties.

7.7 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Municipality: City of Albertville
PO Box 9
Albertville, MN, 55301

To the County: Lindsey Meyer
Wright County Finance Director
3650 Braddock Ave NE
Buffalo, MN 55313

7.8 **Audit Provision.** Both parties agree that either party, the State Auditor, the Minnesota Secretary of State, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

7.9 **Data Practices.** The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

7.9 **Whereas Clauses.** The matters set forth in the "Whereas" clauses on page one of this Agreement are incorporated into and made a part hereof by this reference.

- 7.10 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties of the Municipality and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.
- 7.11 **Authority.** The person or persons executing this Lease Agreement on behalf of the Municipality and County represent that they are duly authorized to execute this Lease Agreement on behalf of the Municipality and the County and represent and warrant that this Lease Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

THE REMAINDER OF THIS PAGE IS BLANK.

APPROVAL

COUNTY OF WRIGHT
STATE OF MINNESOTA

By: _____
County Finance Director

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances*.

City of Albertville

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

October 7, 2024

**SUBJECT: CONSENT – PUBLIC WORKS – MEMORANDUM OF UNDERSTANDING
FOR SALT PURCHASE FOR 2024-2025 SEASON**

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

MOTION TO: Approve the Memorandum of Understanding between Wright County and the City of Albertville for the Purchase of Salt for the 2024-2025 Snow and Ice Removal Season at a cost of \$109.69 per ton.

BACKGROUND: Since 2006, the City of Albertville has purchased salt from Wright County. Public Works loads the salt at the Wright County Maintenance Facility in Otsego on an as-needed basis. Reimbursement for the salt is based on the predetermined price per ton and the quantity hauled.

KEY ISSUES:

- The County facility is nearby and convenient.
- Bulk purchasing allows for reduced material and shipping costs.
- The City has limited salt storage capabilities/facilities.

POLICY CONSIDERATIONS: It is City policy for Council to review and approve all service and purchasing agreements.

FINANCIAL CONSIDERATIONS: The City annually budgets for ice control. The annual cost of snow and ice removal is weather dependent and varies with each season. The unit price for salt for the 2023-2024 season was \$109.69 per ton which is the same as this year. Total annual cost is based on quantity of salt used.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to approve purchasing agreements for the City.

Responsible Person: Tim Guimont, Public Works Supervisor

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- 2024-2025 Wright County Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

**Between
WRIGHT COUNTY
and
CITY of ALBERTVILLE**

This Memorandum of Understanding is entered into between Wright County (hereafter called "County") and the City of Albertville (hereafter called "City") and sets forth the respective parties' agreement regarding the City storage and purchase of untreated road salt from the County at the County's storage facility at their maintenance facility in Otsego.

It is hereby understood and mutually agreed to between the parties that:

1. The County will make untreated road salt available for the 2024-2025 snow/ice control season, from the County's salt storage facility in Otsego, to the City of Albertville at the following prices:

	Price/Ton	10% Fee	Sales Tax	Total Cost
Salt	\$99.72*	\$9.97	0.00	\$ 109.69
* FOB Albertville				
Salt prices will also be subject to a <i>Fuel Clause</i> in the county's state salt contract that states that an increase of over 25% in fuel costs will be passed on to the customer.				

2. **Once again during the 2024-2025 season, salt pick up will need to be coordinated with and loaded by County employees only. It is understood, once loaded the salt becomes the property of the city and will not be allowed to be returned to Wright County without prior approval.**
3. Untreated road salt can be picked up by contacting Nate Helgeson, Highway Maintenance Superintendent, at 763-682-7374 to coordinate when a loader and operator are available. A County inventory withdrawal ticket will need to be signed by the city at the time of pickup. Salt quantities will be billed from these signed inventory withdrawal tickets.
4. The price per cubic yard of salt will be determined by using the following formula (1.4-ton multiplied per cubic yard of salt).
5. This Memo of Understanding will be in effect until May 9, 2025. It will be reviewed by both parties after the 2024-2025 snow/ice control season to determine any needed modifications for the next year's renewal.

FOR THE COUNTY OF WRIGHT

FOR THE CITY OF ALBERTVILLE

Print Name

Print Name

County Board Chair Signature

Signature

Title

Dated: _____

Dated: _____

October 7, 2024

SUBJECT: CONSENT – FIRE – FIRE STATION IRRIGATION AND LANDSCAPING PROJECT

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

MOTION TO: Authorize the proposed budget for landscaping and irrigation work at the Fire Station.

BACKGROUND: The Fire Department is requesting approval for the installation of new landscaping and irrigation at the Fire Station.

As part of general upkeep projects around the Fire Station, including curb repair, a new parking lot overlay, a new emergency generator, and new building and window caulking, the Fire Department has a timely opportunity to upgrade the irrigation system and add landscaping on the west side of the Fire Hall.

The Fire Department received one budgetary quote for the removal of the current rock bed, adding a new irrigation zone, installing boulder outcroppings, adding trees, shrubs, and perennial plantings, and adding hardwood mulch. The landscape company that responded has stated that the work will be completed this fall.

The Fire Department is recommending installation of new irrigation and landscaping at the Fire Station.

KEY ISSUES:

- As part of general upkeep projects around the Fire Station, the Fire Department has a timely opportunity to upgrade the irrigation system and add landscaping on the west side of the Fire Hall.
- The new landscaping will replace what currently is a landscape rock bed.
- Current work around the Fire Station lends to good timing to complete the irrigation and landscaping project this fall.

POLICY CONSIDERATIONS: It is City policy for the Council to review and approve capital purchases or repairs.

FINANCIAL CONSIDERATIONS: The budget proposal for the requested removal and replacement of irrigation and landscaping is \$15,980. The purchase would be funded by Capital Reserves.

LEGAL CONSIDERATIONS: The City has the authority to authorize project, purchase equipment, or make repairs under the State of Minnesota contract or by quotes.

Responsible Person: Eric Bullen, Fire Chief

Submitted Through: Adam Nafstad, City Administrator-PWD

On File:

- Budgetary Quote available on request

October 7, 2024

SUBJECT: CONSENT – FINANCE – PURCHASE OF REPLACEMENT BATTERIES FOR THE UPS BACKUP AT CITY HALL

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

MOTION TO: Approve replacing the batteries in the UPS backup at City Hall for \$8,200 plus tax.

BACKGROUND: The UPS/Battery backup at City Hall was a unit purchased for the building to stabilize the electrical current and keep operations up and running while there is a power outage. The unit was designed to supply City Hall with power to selected outlets and lights long enough until the power supply is back on or until a generator is brought over. The UPS/Battery backup also was important in the design of the building since City Hall is the emergency center. In addition with stabilizing the power, it retains the life of our equipment especially the servers. The batteries in the current system are still available to purchase for replacement. Staff looked at both options to just replace the batteries since they are available or replace the entire unit.

KEY ISSUES:

- UPS/Battery back up was installed when the building was built in 2007.
- UPS/Battery back up was replaced in 2013.
- Currently the batteries in the UPS are not holding a charge as of August 2024.
- Staff requested two quotes but has only received one.
 - Design Electric – Battery replacement \$8,200 plus tax.
 - Design Electric – Full UPS/Battery replacement \$29,500 plus tax.

POLICY/PRACTICES CONSIDERATIONS: It is the City’s policy for the Council to review and approve purchases.

FINANCIAL CONSIDERATIONS: The replacement would be funded by Capital Reserves.

LEGAL CONSIDERATIONS: The Mayor and City Council has the authority to approve agreements on behalf of the City.

Responsible Person: Tina Lannes, Finance Director

Submitted through: Adam Nafstad, City Administrator-PWD

Attachments:

- Design Electric Proposal

PROPOSAL



Design Electric, Inc.

4807 Heatherwood Road
PO Box 1252
St Cloud, MN 56301-56302

COMMERCIAL INDUSTRIAL TRANSPORTATION

Phone: (320) 252-1658

www.DesignElect.com

Fax: (320) 252-4276

PROPOSAL SUBMITTED TO: CITY OF ALBERTVILLE		PHONE	DATE 9/16/2024
STREET		JOB NAME UPS BATTERY REPLACE	
CITY, STATE AND ZIP CODE		JOB LOCATION CITY HALL	
FAX	DATE OF PLANS	ATTN: TINA	JOB PHONE

We hereby submit specifications and estimates for:

OPTION 1 \$8,200.00
-REPLACE INTERNAL BATTERIES OF EXISTING UPS.
-NEW EXTERNAL BATTERY CABINET.

OPTION 2 \$29,500.00
-FOR A COMPLETE NEW UPS UNIT.
-NEW EXTERNAL BATTERY CABINET.

All work performed during Normal working hours.

Normal working hours Mon-Fri 7 am to 5 pm

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:
Dollars \$

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Price above is based on standard AGC contract and insurance limits. We reserve the right to charge for any attorney fees that would be associated with collecting any money owed on this contract. **There is no bond included unless noted otherwise.**

Authorized Signature:

Kevin Zabinski

Kevin Zabinski

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

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

RESOLUTION NO. 2024-32

**RESOLUTION ADOPTING SPECIAL ASSESSMENT ROLL
RELATED TO THE REMOVAL OF NUISANCES AND ZONING VIOLATIONS**

WHEREAS, the City of Albertville has obtained an order from the Wright County District Court authorizing the City to enter upon and remove a nuisance and zoning violations that exist on property assigned Wright County property identification number 101-048003110 (“Property”); and

WHEREAS, the City had incurred legal fees, court costs, contractor’s fees, planning consulting fees, and law enforcement costs to obtain the Court order, remove the nuisances and correct the zoning violations; and

WHEREAS, said Court order authorizes the City to special assess such costs against the Property from which the nuisance zoning violations were removed pursuant to Minn. Stat. § 429.101; and

WHEREAS, pursuant to proper notice duly given as required by law, the Albertville City Council has met and heard and passed upon all objections to the proposed assessment of costs related to the removal of nuisances and zoning violations from the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALBERTVILLE, WRIGHT COUNTY, MINNESOTA:

1. Such proposed assessment, in the amount of \$18,880 is hereby levied against PID No. 101-048003110, owned by Charles J. Maeyaert and located at 10479 61st Street in the City of Albertville.
2. The assessment levied by this resolution shall be payable in its entirety in one principal installment extending over a period of one year, payable on or before the first Monday of January, 2025, and shall bear interest at a rate of 10% per annum from the date of this resolution until December 31, 2025. Any assessment amounts not prepaid shall be spread against the property with one principal payment due plus applicable interest on the entire amount outstanding.
3. The owner of any property so assessed may, at any time prior to the certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Town Clerk, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and he may, at any time thereafter, pay to the Town Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County, and such assessment shall be collected and paid over in the same manner as other taxes.

Adopted by the City Council of the City of Albertville this 7th day of October, 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

GENERAL ADMINISTRATION

O'Donnell Property: This past Monday the City closed on the property. The Fire Chief and Building Official will do a final review prior to the City using the facility.

Loewen Property: The City Attorney is reviewing the seller's revisions to the purchase agreement, and I expect closing will take place by the end of the month.

Contract Fire Service: The City of Otsego is pursuing implementation of a fire department. It is understood Otsego intends to have their department fully operational by January 1, 2027. Albertville staff is receiving questions regarding Otsego's plans and the transition out of the current contract. I have this topic to the agenda for general discussion.

City Planning Services: Staff is meeting with consultant planners in preparation for Al's retirement at the end of the year. It is intended to have a new planning services contract in place by November.

2024 General Election: Absentee voting for the November 5 General Election continues through November 4. In-person voting is available during City Hall hours and on Saturday, October 26, Saturday, November 2 and Sunday, November 3 from 9 am to 3 pm. In-person direct balloting begins on October 21. Direct balloting allows the voter to place their ballot directly into the tabulator instead of sealing it in a series of envelopes for later processing.

Special City Council Meeting: Council will meet on Tuesday, November 12 at 5:45 pm to canvass the November 5, 2024, General Election results.

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

Code/Zoning Enforcement: The City is working on several properties regarding zoning ordinance and/or nuisance ordinance violations. Generally, the violations include outdoor storage of vehicles, materials, and/or equipment, and typically include junk accumulation and illegal structures.

ENGINEERING/PUBLIC WORKS

Linwood Park Sport Courts: We are working with Omann Bros on a schedule for milling and overlaying the courts.

Hunters Pass Park: The sport court at Hunter Pass Park was replaced as part of the overly project and surface painting was completed last week.

Winter Park: The basketball court at Winter Park was painted last week.

I-94 Gap Project – Albertville to Monticello: We have received questions regarding noise walls and if the process will include noise walls in Albertville. Unfortunately, noise walls in Albertville are not part of the project. My understanding is the noise effects of the added lane do not meet whatever threshold is required for noise mitigation. MnDOT's noise analysis is available on the project's webpage.

Main Avenue Reconstruct: Staff is working on preliminary design and is working to coordinate a project schedule with Xcel. Originally Xcel was planning on updating the Main Avenue power lines to feeder lines, which is a complicated system to underground. Currently, Xcel is working on an option to convert the existing overhead lines along Barthel Industrial Dr, 52nd Street, and Marlow to a new overhead feeder system. Doing so will be a significant cost savings to the City and greatly improve construction coordination.

Central Park Play Area: Staff is updating the park playground plans and will be developing plans and specification for a 2025 project.

2024 Street Overlay: The project has taken longer than planned; however, the Contractor anticipates all project areas being complete by mid-month.

WWTF Improvements: The project continues to progress well. Currently, the Contractor is working to complete site grading, road construction, and electrical work.

Generator Improvements: The generator project remains ongoing. We are still waiting for the control cabinet for Villas lift station. Once we have the cabinet, the Contractor will be able to pour the pads for the cabinet and generator. The concrete pads for the generator and switch gear at the fire hall were poured this past month. The generators for the fire hall and Villas Lift Station are expected to arrive by the end of the year.

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.