



City of Albertville Council Agenda

Monday, October 21, 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 October 7, 2024, regular City Council Meeting minutes as presented. 3-6
- B. Authorize the Monday, October 21, 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. 7
- C. Reduce Letter of Credit No. SB51208, held as security for Medart, Inc., to no less than \$68,628, conditioned on any outstanding balances owed to the City being paid in full. 8
- D. Approve Payment Application No. 18 to Gridor Construction in the amount of \$142,920 for the Wastewater System Improvements.

7. Public Hearing

- A. **Public Hearing – Special Assessment of Cleanup costs to Maeyaert Property – Tabled from October 7, 2024, Council Meeting** 9-10
(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

- 1. Amendment to Chapter 1000, Section 1000.22 Temporary Seasonal Sales** 11-12
(Motion to adopt Ordinance No. 2024-05 approving amendments to Chapter 1000, Section 1000.4 Temporary Seasonal Sales.)

- 2. Amendment to Chapter 1000, Section 1000.4 Accessory Building, Uses and Equipment** 13-16
(Motion to adopt Ordinance No. 2024-06 approving amendments to Chapter 1000, Section 1000.4 Accessory Buildings, Uses and Equipment and approve summary ordinance for publication.)

G. Public Works/Engineering – None

H. Legal – None

I. Administration

- 1. Fire Protection Agreement with the City of Otsego** 17-26
(Motion to approve the revised agreement entitled “Fire Protection Agreement with the City of Otsego”.

- 2. City Administrator’s Update** 27-28

10. Announcements and/or Upcoming Meetings

- | | |
|-------------|---|
| 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 |
| November 11 | City Offices closed in observance of Veterans Day |
| November 12 | Special City Council Meeting to Canvass Election Results, 5:45 pm |
| November 12 | STMA Arena Board, 6 pm |
| November 12 | Planning Commission, 7 pm |

11. Adjournment



ALBERTVILLE CITY COUNCIL

DRAFT REGULAR MEETING MINUTES

October 7, 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 Hayden, Olson, and Zagorski.

Absent: Councilmember Cocking

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

3. Recognitions – Presentations – Introductions – None

4. Public Forum

There was no one present for the public forum.

5. Amendments to the Agenda

There were no amendments to the agenda.

MOTION made by Councilmember Olson, seconded by Councilmember Zagorski to approve the October 7, 2024, agenda as submitted. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Absent: Cocking. 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 September 3, 2024, regular City Council Meeting minutes as presented.
- B. Approve the September 16, 2024, regular City Council Meeting minutes as presented.
- 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.
- D. Accounts Receivable Report.
- E. 3rd Quarter Budget to Actual Report.
- F. Approve Wright County/City of Albertville Election Equipment Lease Agreement.
- 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.

- H.** Authorize the proposed budget for landscaping and irrigation work at the Fire Station.
- I.** Approve replacing the batteries in the UPS backup at City Hall for \$8,200 plus tax.
- J.** Approve Payment Application No. 17 to Gridor Construction in the amount of \$283,118 for the Wastewater System Improvements.

MOTION made by Councilmember Zagorski, seconded by Councilmember Olson to approve the October 7, 2024, consent agenda as submitted. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Absent: Cocking. The motion carried.

7. Public Hearing

A. Public Hearing – Special Assessment of Cleanup costs to Maeyaert Property

Mayor Hendrickson opened the public hearing.

City Attorney Couri provided background information on the zoning violations which occurred at 10479 61st Street in Albertville. He reported this hearing was for the special assessments of \$18,880 for the most recent clean-up completed on the Maeyaert property. He reported that the court order allows for the assessments under Minnesota Statutes Chapter 429. Attorney Couri said if the assessment was not paid by the end of the year to it would be added to the property owner's taxes next year with 10% interest per year.

Mr. Charles Maeyaert, property owner, 10479 61st Street, Albertville, reported he was not prepared for the meeting tonight and asked if the assessment hearing could be postponed until he had a chance to look into it the special assessment further.

Mr. Steven Maeyaert, St. Michael, said he was the brother of Charles Maeyaert, and reported he planned to work with his brother to help take care of the cleanup issues on his property but said he needed more time to better understand the full scope of the issues.

City Attorney Couri explained the public hearing and the special assessment processes. He said this assessment was for cleanup services and equipment used that the City had already provided and paid for and stated the public hearing notice was published and mailed to the property owner according to what is required by law and conveyed there has already been cleanup problems at the property in the past.

There was Council discussion regarding the special assessment for 10479 61st Street, the special assessment process and the consensus was to table the item until the next Council meeting.

MOTION made by Councilmember Hayden, seconded by Councilmember Olson to close the public hearing. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Absent: Cocking. The motion carried.

MOTION made by Councilmember Olson, seconded by Councilmember Hayden to table the item until the October 21, 2024, City Council meeting. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Absent: Cocking. The motion carried.

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

The Wright County Sheriff Deputy who was presented reported there has been many bus stop arm violations happening since school has begun so the Sheriff's Department wanted to address the

issue to keep kids safe. He answered questions from the Council regarding whether the buses had cameras to capture the people not stopping in which he reported that the buses did.

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 the new groundwater reservoir project, and an increase to next year's fees. He and Councilmember Olson answered questions from the other Councilmembers regarding the reservoir project.

Councilmember Olson provided an update from the Parks Committee meeting which included a presentation from City Administrator Nafstad on the proposed Main Ave Streetscape and the new Central Park concept. City Administrator Nafstad answered questions from the Council regarding the projects.

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

City Administrator Nafstad reported this discussion was regarding the City of Otsego pursuing a standalone Fire Department slated to open January of 2027. He said the discussion was necessary because the City is receiving questions from the public regarding which department will respond to what areas and whether there will be mutual aid agreements between the two departments. Nafstad provided background information on the current agreement and said he met with the City Administrators of both Otsego and Elk River to discuss Otsego's plans for fire service. Administrator Nafstad stated it was conveyed that until Albertville better understands the future response and service capabilities of the proposed Otsego department, commitments for mutual aid would need to wait. He said he felt it was appropriate to notify the City of Otsego at this time, letting them know, that the City of Albertville would like to support them in the development of their Fire Department, but Albertville cannot commit to anything until the City receives more information. There was discussion regarding assumptions that mutual aid would exist and concerns regarding response and notice to areas currently be served by Albertville.

There was further discussion regarding the current fire protection agreement and options to revise the agreement. Administrator Nafstad reported the current agreement would auto renew at the end of the year, and now was the time to revise the agreement and provide it to the City of Otsego for their review and approval by year end. He answered questions from Council, described the cost formula used in the current fire contract, and reported he would draft a letter to the City of Otsego and bring an edited agreement back to the next meeting.

Fire Chief Bullen provided additional background information on the existing fire protection contract that the two cities have, information on mutual aid vs primary unit, the definition of the box alarm concept, and auto aid dispatching. He answered questions from Council regarding the current fire call volume and the current agreement. Chief Bullen said the Fire Department was looking at a public facing dashboard that could be added to the City's website with information where the public could view the fire call volume, true response times and the calls received by city, by week, etc. He said the numbers for the reporting were received from dispatch.

City Attorney Couri answered questions from Council on the current Fire Protection agreement and the terms of the agreement.

There was Council discussion regarding the current Fire Protection agreement with Otsego, possible terms for the new agreement and agreed that City staff should notify the City of Otsego of the City's concerns.

2. City Administrator's Update

City Administrator Nafstad presented the City Administrator's Update which included an update on that the City has closed on the O'Donnell property, the 2024 street overlay project was almost completed, and provided an update on the Main Avenue streetscape project.

Announcements and/or Upcoming Meetings

October 8	Planning Commission, 7 pm
October 14	STMA Arena Board, 6 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

10. Adjournment

MOTION made by Councilmember 8:02, second by Councilmember Hayden to adjourn the meeting at Olson pm. Ayes: Hayden, Hendrickson, Olson and Zagorski. Nays: None. Absent: Cocking. The motion carried.

Respectfully submitted,

Kristine A. Luedke, City Clerk

October 21, 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 21, 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 21, 2024

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

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

MOTION TO: Reduce Letter of Credit No. SB51208, held as security for Medart, Inc., to no less than \$68,628, conditioned on any outstanding balances owed to the City being paid in full.

BACKGROUND: The Developer has requested a reduction to the Letter of Credit held for the Medart, Inc. development. The Letter of Credit is held as performance and warranty security for the site improvements and is currently in the amount of \$579,282.

Assuming the developer is current with all fees owed to the City and based on work completed to date, it is recommended that Letter of Credit No. SB5120 be reduced to no less than \$68,628. The reduced balance is believed to be sufficient surety and is consistent with the development agreement.

KEY ISSUES:

- This reduction does not constitute acceptance of improvements.
- The reduction is based on the project being generally complete and will commence the 2-year warranty period.

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

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

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

Submitted Through: Adam Nafstad, City Administrator-PWD

On File:

- LOC Reduction History

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

RESOLUTION NO. 2024-32

**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 21st day of October, 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

October 21, 2024

**SUBJECT: PLANNING – AMENDMENT TO CHAPTER 1000, SECTION 1000.22
TEMPORARY SEASONAL SALES**

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

MOTION TO: Adopt Ordinance No. 2024-05 approving amendments to Chapter 1000, Section 1000.4 Temporary Seasonal Sales.

BACKGROUND: The proposed code change is intended to identify that temporary seasonal sales will require a site plan and be limited to 2 permits per property rather than per use. This is to provide clarity in the code application and limit the seasonal sales on a given property.

KEY ISSUES:

- The changes require the submission of a site plan for the location and layout of any temporary season sales on a given lot.
- Currently the number of temporary uses permits is 2 per use in the calendar year. Staff is recommending limiting it to 2 permits per property.

POLICY/PRACTICES CONSIDERATIONS: In accordance with State Law, public notice was published and a public hearing held by the Planning Commission. They recommended the City Council approve this amendment to the City’s ordinance language.

FINANCIAL CONSIDERATIONS: Changes to accessory building code will improve code enforcement and reduce staff time.

LEGAL CONSIDERATIONS: In accordance with Council procedures, the Mayor and City Council have the authority to approve or deny these amendments.

Responsible Person: Alan Brixius, City Planner

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Ordinance No. 2024-05

CITY OF ALBERTVILLE
COUNTY OF WRIGHT
STATE OF MINNESOTA

ORDINANCE NO. 2024-05

AN ORDINANCE AMENDING ALBERTVILLE ZONING CODE, SECTION 1000.22
TEMPORARY SEASONAL SALE PERTAINING TO THE NUMBER OF ALLOWED
PERMITS FOR A SINGLE PROPERTY IN A CALENDAR YEAR.

The City Council of the City of Albertville, Minnesota hereby ordains:

Section 1. Section 1000.22 of the Albertville Zoning Code is hereby amended to repeal the strikeouts and add the following underlined text as follows:

1000.22: TEMPORARY OUTDOOR SEASONAL SALES:

Temporary outdoor seasonal sales may be permitted in any business zoning district; provided, that the following minimum criteria are complied with: A permit application form, ~~and~~ fee, as established in section 3-1-3 of the city code, and a site plan illustrating the location and compliance with the following criteria shall be submitted to the city administrator who is hereby authorized to review and approve permits for temporary outdoor seasonal sales, provided the following criteria are established:

A. The maximum term of operation shall be sixty (60) consecutive days, with a maximum of two (2) permits per calendar year for ~~each use~~ a property.

Section 2. This amendment shall be in full force and effective upon its passage and publication.

Adopted by the City Council of the City of Albertville this 21st day of October 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

October 21, 2024

**SUBJECT: PLANNING – AMENDMENT TO CHAPTER 1000, SECTION 1000.4
ACCESSORY BUILDINGS, USES, AND EQUIPMENT**

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

MOTION TO: Adopt Ordinance No. 2024-06 approving amendments to Chapter 1000, Section 1000.4 Accessory Buildings, Uses and Equipment and approve summary ordinance for publication.

BACKGROUND: The proposed code change is intended to clearly list the required setbacks and allowed number of the garages and sheds. There has been some confusion as to whether an attached garage was an accessory building.

KEY ISSUES:

- The changes specifically list the setbacks for detached accessory buildings.
- The number of accessory buildings specifically defined the combinations of accessory buildings allowed on a single family lot.

POLICY/PRACTICES CONSIDERATIONS: In accordance with State Law, public notice was published and a public hearing held by the Planning Commission. They recommended the City Council approve this amendment to the City's ordinance language.

FINANCIAL CONSIDERATIONS: Changes to accessory building code will improve code enforcement and reduce staff time.

LEGAL CONSIDERATIONS: In accordance with Council procedures, the Mayor and City Council have the authority to approve or deny these amendments.

Responsible Person: Alan Brixius, City Planner

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Ordinance No. 2024-06
- Summary of Ordinance No. 2024-06

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

ORDINANCE NO. 2024-06

**AN ORDINANCE AMENDING THE ALBERTVILLE ZONING CHAPTER 1000
SECTION 1000.4 ACCESSORY BUILDING, USES AND EQUIPMENT PERTAINING
TO ACCESSORY BUILDING SETBACKS AND NUMBER OF GARAGES AND
ACCESSORY BUILDINGS ALLOWED ON A SINGLE-FAMILY LOT**

The City Council of the City of Albertville, Minnesota hereby ordains:

Section 1. Chapter 1000, General Building and Performance Standards, Section 1000.4.B Accessory Building, Uses and Equipment is hereby amended to repeal the strikeouts and add the following underlined text:

B. Single-Family Accessory Uses:

1. Setbacks:

- a. Front Yard: No accessory use, building, structure, or equipment shall be allowed within a required front yard, except by conditional use permit.
- b. Side Yard: ~~As required by zoning district.~~ 10 feet and 20 feet for side yard abutting a street.
- c. Rear Yard (~~Includes Side Yard Within Rear Yard~~): ~~Allowed to encroach into the required setback, but not less than~~ ten feet (10').
- d. Alley: Private garages having direct access onto an alley shall be set back twenty feet (20') from the alley lot line.
- e. Encroachment: No accessory building may encroach on a required easement. ~~or in a required side yard setback abutting a street on a corner lot.~~
- f. Detached accessory buildings and structures shall be setback a minimum of a (5) five feet from all other buildings and structures on the same lot.

2. Size:

- a. Minimum Size: An attached or a detached garage shall not be less than five hundred thirty (530) square feet in floor area.
- b. Maximum Size: An attached or a detached garage shall not:
 - (1) Exceed one thousand (1,000) square feet of floor area, except by conditional use permit.
 - (2) Exceed the ground coverage of the dwelling, except by conditional use permit.
 - (3) Occupy more than twenty five percent (25%) of the area of the rear yard; or
 - (4) A second accessory storage building may not exceed one hundred fifty (150) square feet in floor area, when accompanied by an attached garage on the same lot, except by conditional use permit.
- c. Cumulative Area: The total floor area of all accessory buildings and garages shall not exceed one thousand one hundred fifty (1,150) square feet, except by conditional use permit.

3. Size Exception: An exception to the size requirements may be granted through an administrative permit, provided the following requirements are met:

- a. The parcel is one acre or greater in size;
 - b. Any accessory building does not exceed the ground coverage of the dwelling;
 - c. Any accessory building shall be screened from adjacent residential property;
 - d. Any accessory building shall be constructed of the same or similar design and material as the principal building; and
 - e. Commercial and home occupation uses are prohibited in any accessory building.
4. Number: The total number of accessory buildings shall be limited to the following
- ~~a. Storage Buildings Or Garages: No more than two (2) accessory storage buildings or garages shall be allowed on one or more single family lots under common ownership.~~
 - a. One (1) attached garage and one (1) detached accessory building; or
 - b. Two (2) detached accessory buildings
 - ~~b c.~~ Exception: An exception for a third accessory building may be granted, provided the following requirements are met:
 - (1) Third accessory structure qualifies as an "outdoor living space", as defined in section 200.2 of this ordinance; and
 - (2) The cumulative floor area of all three (3) accessory structures does not exceed the maximum allowed floor area (1,150 square feet).

Section 2. This amendment shall be in full force and effective upon its passage and publication.

Adopted by the City Council of the City of Albertville this 21st day of October 2024.

Jillian Hendrickson, Mayor

ATTEST:

Kristine A. Luedke, City Clerk

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

SUMMARY OF ORDINANCE NO. 2024-06

**AN ORDINANCE AMENDING THE ALBERTVILLE ZONING CHAPTER 1000
SECTION 1000.4 ACCESSORY BUILDING, USES AND EQUIPMENT PERTAINING
TO ACCESSORY BUILDING SETBACKS AND NUMBER OF GARAGES AND
ACCESSORY BUILDINGS ALLOWED ON A SINGLE-FAMILY LOT**

NOTICE IS HEREBY GIVEN that on October 21, 2024, Ordinance No. 2024-06 was adopted by the City Council of the City of Albertville. This ordinance relates accessory buildings, uses and equipment allowed on single-family lots within the City of Albertville. Due to the length of the ordinance, the following summary of the ordinance has been prepared for publication.

NOTICE IS FURTHER GIVEN that the ordinance amendments includes the following component:

- Amend the City Code to clearly list the required setbacks and allowed number of garages and sheds allowed on a single-family lot.

A printed copy of the full ordinance amendment is available for inspection by any person during the City's regular office hours.

Approved for publication by the City Council of the City of Albertville this 21st day of October 2024.

ATTEST:
Kristine A. Luedke
Albertville City Clerk

Published Date: October 31, 2024

October 21, 2024

SUBJECT: ADMINISTRATION – FIRE PROTECTION AGREEMENT WITH CITY OF OTSEGO

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

MOTION TO: Approve the revised agreement entitled "Fire Protection Agreement with the City of Otsego".

INFORMATION: Attached is a revised Fire Protection Agreement for fire protection and emergency medical service for the Otsego fire service area. As it stands, Otsego is pursuing a stand-alone department which is scheduled to be operational January 1, 2027. It is understood that Otsego will likely not require fire service from Albertville beginning at that time.

The revised agreement is intended to address the creation of the new Otsego department, as well as, address some general agreement updates.

If approved by Council, the edited agreement will be sent to Otsego for review and approval. If the two parties are unable to finalize an agreement by the end of the year, either party may choose to terminate the contract, which would end services December 31, 2025. Terminating the agreement would not prevent the two parties for negotiating services in the future.

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

FINANCIAL CONSIDERATIONS: With the Fire Protection Agreement, the City of Otsego pays a percentage of the annual City of Albertville Fire Department budget. The City is aware Otsego will likely terminate the agreement on or before December 31, 2026 and as such has been budgeting for the change.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to enter into contracts to provide fire protection services. Generally, the current contract remains in effect until either party provides 1-years notice prior to December 31. If the City desires to edit or cancel services in 2026, notice needs to be provided prior to December 31, 2024.

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- Revised agreement titled "Fire Protection Agreement with the City of Otsego"

FIRE PROTECTION AGREEMENT WITH THE CITY OF OTSEGO

This agreement is made and entered into by and between the City of Albertville (Albertville), a municipal corporation located in the County of Wright, State of Minnesota, and the City of Otsego (Otsego), a municipal corporation located in the County of Wright, State of Minnesota.

WHEREAS, Otsego desires the fire protection and emergency medical services response of the Fire Department of Albertville, in case of emergencies occurring in Otsego; and

WHEREAS, Albertville maintains a Fire Department ~~with emergency response capability~~, which ~~the Fire Department~~ is available to provide fire protection and emergency medical services response to properties located in Otsego; and

WHEREAS, Otsego has contracted for fire protection and emergency services from Albertville since prior to Otsego's incorporation as a City, and during that time the two cities together have developed a fire service fee formula, interviewed and hired an Albertville Fire Chief, approved equipment purchases and studied shared fire service; and

WHEREAS, Otsego has decided not to pursue shared fire service with Albertville and has approved Resolution #2023-78 authorizing the establishment of Otsego's own Fire and Emergency Services Department; and

WHEREAS, it is projected that after December 31, 2026, all emergency response to areas inside the corporate limits of Otsego will be provided by Otsego's Fire and Emergency Services Department; and

WHEREAS, it is understood any future shared emergency response between the two departments will require a fire protection agreement for service; and

WHEREAS, the fire service fee formula is designed to treat Albertville and Otsego residents equally and the two parties agree and understand this formula is based on the cost of operating and maintaining a fire department capable of providing adequate response to meet the needs of its service area rather than to result in a year-end surplus.

THEREFORE, it is agreed by and between said parties as follows:

1. Albertville, through its Fire Department, shall provide primary fire protection and emergency medical response services, attached as Exhibit A to this Agreement, to those properties in Otsego identified on the Fire Service Area (FSA) map, attached as Exhibit B to this Agreement. Such primary fire protection and emergency medical services response shall be provided from January 1st, 2025, to December 31st, 2025, unless earlier ~~otherwise~~ terminated pursuant to the terms of this Agreement.

~~A. Otsego may adjust the FSA effective January 1st of any year by providing Albertville with an amended exhibit B no later than September 1st of the preceding year.~~

2. Otsego shall pay Albertville a Fire Service Fee (“Fire Service Fee”) ~~annually~~ according to the formula set forth in this paragraph in exchange for the provision of fire protection and emergency medical services response as described in Exhibit A. Albertville shall invoice, and Otsego shall pay, the amount due ~~for each year~~, in two equal installments, due on or before every January 31, 2025, and July 31, 2025. The Fire Service Fee shall be calculated by multiplying the ~~adjusted~~ Fire Department budget, as set by the Albertville City Council, for the year fire service is to be provided (~~consisting of the Fire Department budget less state fire aids received~~) times the value of the Taxable Tax Capacity within the FSA that is located in Otsego for the year prior to the year service is to be provided divided by the total Taxable Tax Capacity of the entire FSA for the year prior to the year service is to be provided. ~~divided by the total Taxable Tax Capacity of the entire FSA, where the Taxable Tax Capacity is the Taxable Tax Capacity used to calculate the real property taxes due in the year fire service is provided.~~ For example, if the Fire Department budget for 2025 is \$1,200,000 is \$380,000, the Taxable Tax Capacity of the FSA in Otsego in 2024 is \$16,200,000, and the total Taxable Tax Capacity of the entire FSA in 2024 is \$27,800,000, then Otsego’s annual payment to Albertville for 2025 would be approximately \$699,280, calculated as \$1,200,000 times (\$16,200,000/\$27,800,000). ~~is \$3,000,000, and the total Taxable Tax Capacity of the entire FSA is \$10,000,000, then Otsego’s annual payment to Albertville for that year under this Agreement would be \$114,000, calculated as \$380,000 times (\$3,000,000/\$10,000,000).~~ Albertville shall issue a statement to Otsego by August 1, 2025, ~~of each year~~ detailing the following year’s estimated Fire Service Fee amount due. In the event that Otsego disputes Albertville’s calculations or the basis for the calculations, the parties shall, within thirty (30) days after such objections are delivered to Albertville, meet and negotiate in good faith a resolution to the objections.
3. Albertville shall take all reasonable steps to ensure that it has at all times adequate firefighting and medical personnel and equipment available and ready to provide fire and emergency medical services ~~protection~~ to Otsego’s citizens and property as provided for in this Agreement.
4. Albertville shall at all times, keep in place liability insurance coverage to protect Otsego’s interests and to fulfill Albertville’s obligations under this Agreement in at least the amount of the maximum tort liability limits set forth in Minn. Stat. 466.04.
5. Albertville shall fully indemnify, hold harmless and defend Otsego from all claims arising out of the negligence of Albertville, its employees, officers or agents in performing its duties under this Agreement, provided such indemnification shall not exceed the maximum tort liability limits set forth in Minn. Stat. 466.04.
6. Albertville’s obligation to provide fire protection and emergency medical services response shall be subject to the following:

- a. If road and weather conditions at the time of the call are such that the fire/medical run cannot be made with reasonable safety to personnel and equipment, in the opinion of the Fire Chief or ~~their~~ ~~his~~ Deputy in charge, no obligation arises under this agreement on the part of Albertville to answer such call and no person or party shall have recourse against Albertville or Otsego for reasonable refusal to answer such call.
- b. In the event that a sufficient amount of the firefighting/medical equipment and the number of firefighters, or both, are committed at the time of the fire call to fighting pre-existing fires or attending a pre-existing emergency, so as to render the available equipment and manpower inadequate to answer a fire or medical call from Otsego, in sole judgment of the Fire Chief or ~~their~~ ~~his~~ Deputy, ~~to fighting pre-existing fires or attending a pre-existing emergency, so as to render the available equipment and manpower inadequate to answer a fire or medical call from Otsego~~, no obligation shall arise under this agreement to answer such call, provided that Albertville makes all reasonable efforts to answer the fire or medical call in Otsego, including requests for mutual aid.
- c. In the event a fire or other emergency call by Otsego is answered by Albertville, but before the fire in question is extinguished or the emergency is fully abated, the firefighting equipment, emergency equipment, or firefighters, or any combination thereof, are needed to fight another fire or respond to another emergency elsewhere in the FSA, the Chief or ~~their~~ ~~his~~ Deputy without liability therefore to any person or to Otsego under this agreement, may in his reasonable judgment, redeploy the firefighting equipment, firefighters and emergency response equipment as they deem necessary given the competing emergency situations. If a decision is made to leave a pre-existing emergency fire in Otsego, Albertville shall utilize all resources reasonably at its disposal to provide alternative services to address the emergency ~~extinguish the fire~~ in Otsego, including requests for mutual aid. The reasonable judgment of the Fire Chief or ~~their~~ ~~his~~ Deputy shall be final, and no person or party shall have recourse against Albertville or Otsego for any damages or losses resulting from such action or decision.
- d. The parties acknowledge that Albertville has entered into mutual aid contracts with other Fire Departments in other municipalities, and that in the event of concurrent fire calls or other concurrent emergencies within the FSA, Albertville will call for mutual aid to serve one or all such emergencies as deemed necessary by the Fire Chief or ~~their~~ ~~his~~ Deputy.
- e. Third parties shall have no recourse under this Agreement against either party to the Agreement.
- f. Because the Albertville has heretofore entered into mutual assistance firefighting agreements with other municipalities possessing firefighting equipment and firefighters, which equipment and firefighters could be called by the Chief or ~~their~~ ~~his~~ Deputy to a fire or other emergency in Otsego, Otsego agrees to pay such additional cost as may be incurred thereby if, in the sole reasonable judgment of the Chief or ~~their~~ ~~his~~ Deputy, such additional firefighting equipment/emergency response equipment and firefighters are needed to respond to an emergency in Otsego and are in fact called to such emergency by the Chief

or ~~their~~ ~~his~~ Deputy. Otsego shall be provided an itemized list and explanation for any additional costs incurred under this section and billed to Otsego.

g. Otsego shall adopt an emergency services response fee ordinance that imposes a fee upon vehicle-related emergency responses occurring within the FSA that are responded to by Albertville. Such ordinance shall adopt the same fee schedule as Albertville's Ordinance Establishing Charges for Emergency Response Services for vehicle-related emergency responses. All such fees collected by Otsego shall be remitted to Albertville.

7. This Agreement shall run for the period set forth in paragraph 1 ~~commence on January 1st, 2023~~ and shall remain in effect for the term stated unless earlier ~~unless, and until,~~ terminated as provided below:

A. By Agreement

i. This Agreement may be terminated at any time during its term by mutual agreement of the parties. Such mutual agreement to terminate shall be in writing and shall be effective when fully executed by both parties.

~~B. By Either Party~~

~~i. Either party may terminate this Agreement by serving a 365-day written notice of termination to the other party. This Agreement shall terminate on the December 31st following the 365-days from the date of written notice of termination, unless the party serving the notice specifies a later date of termination or withdraws the notice of termination in writing before it is effective.~~

BC. By Albertville

i. If Otsego fails to pay for services as provided in this Agreement hereof, Albertville may terminate this Agreement upon 60 days' written termination notice.

ii. If Otsego fails to reimburse Albertville for mutual aid costs as provided in this Agreement hereof or fails to collect and forward to Albertville penalties for false alarms as provided in this Agreement hereof, Albertville may give 30 days' notice to make payment or settle any dispute. In the event that payment is not made, or any dispute is not resolved within the 30-day period, Albertville may terminate this Agreement upon 60 ~~180~~ days written termination notice.

CD. Effect of Termination

i. In the event this Agreement is terminated, Otsego shall still be responsible for paying in full any amount owed to Albertville for Services provided under this Agreement up to the date of termination. Notice to either party shall be made to the Office of the City Clerk.

8. Albertville shall provide Otsego with 2026's proposed fire budget and Otsego's 2026 estimated fire service fee amount by August 1, 2025. Otsego shall notify Albertville by September 1, 2025, as to whether it desires to enter into a contract for fire protection with Albertville for

2026. If Otsego desires to enter into such a contract for fire protection with Albertville for 2026, such contract shall be agreed to and be executed by the parties no later than September 23, 2025.

9. If Albertville and Otsego do not enter into a fire protection agreement for the 2026 calendar year, Albertville shall have no obligation to provide fire protection and/or emergency medical services response to the Otsego FSA after December 31, 2025. In such event, Otsego shall mail a notice to every address within the Otsego FSA notifying the owners/occupants of such properties that Albertville shall no longer provide such emergency response to those properties

10~~8~~. Albertville shall provide Otsego an incident report for every structure fire occurring in the FSA, in a format that is agreeable to both the Fire Department and Otsego.

11~~9~~. Albertville, as primary responder for at least one calendar year, is entitled, by MN Statute Chapter 477B and Minn. Stat. § 423A.022, to collect the Fire State Aid and Supplemental State Aid for the Otsego FSA. Albertville shall require the Otsego City Administrator to review the Minnesota Department of Revenue Apportionment Agreement of Fire Service Area Form annually with any Fire Departments providing fire protection to the Otsego and apportion the population and estimated market value (EMV) of the property in the jointly covered area (Minn. Stat. § 69.021, subd. 7, para. (c)). This review shall be completed prior to July 1st of each calendar year. If any changes to the apportionment percentages are necessary, these changes shall be signed by all individual Fire Departments and submitted to the MN Department of Revenue prior to August 1st of that same calendar year, to allow the changes to take effect the next calendar year. This change will then be reflected in each individual Fire Department's Minnesota Department of Revenue Form FA-1, Fire Equipment Certification.

12~~10~~. All parties acknowledge that excessive false alarms constitute a public nuisance. Otsego agrees to enact a false alarm ordinance substantially similar to that in force in Albertville and to enforce such false alarm ordinance and to collect and forward to Albertville penalties and fees collected from properties within the FSA for excessive false alarms.

13~~11~~. Albertville shall enforce its false alarm ordinance.

14~~12~~. Albertville owns all fire/rescue equipment used by the Fire Department and shall have the sole discretion to determine when and how to dispose of such equipment, provided, however, that the proceeds from the sale of such equipment shall be credited to Albertville's Fire Department fund.

15~~13~~. Albertville owns the fire hall and shall have the sole discretion to determine when and how to dispose of it, provided, however, that the proceeds from the sale of the fire hall shall be credited to Albertville's Fire Department fund.

~~8. Commencing on January 1st, 2023, Albertville shall undertake required Fire Inspections within the Albertville FSA of Otsego.~~

~~a. Process and Indemnification~~

- ~~i. Otsego shall provide to Albertville a list of sites that require biennial fire inspections.~~
- ~~ii. Albertville shall provide to Otsego, at the time of billing, documentation and reports (in written or electronic format) regarding each inspection setting forth the address of the site inspected, the time spent on the inspection, observations made at the site, and the result of the inspection.~~
- ~~iii. Albertville shall defend, hold harmless and fully indemnify Otsego from any and all claims or causes of action of whatever nature resulting from or arising from the fire inspections undertaken pursuant to this Agreement. However, nothing in this Agreement shall waive any immunities or liability caps applicable to Albertville under Minnesota statutory or case law, including Minnesota Statutes, Chapter 466.~~

~~b. Reimbursement for Fire Inspection Services~~

- ~~i. Otsego shall pay to Albertville, upon receipt of properly detailed billing, \$50.00 per hour only for time spent on fire inspection within Otsego. No additional costs such as mileage will be paid above the \$50.00 per hour above stated.~~

16. Commencing January 1st, 2025, all requests for Fire Code information, Fire Inspections, and Fire Safety / Public Event Attendance in the Otsego portion of the FSA shall be handled by the Otsego Emergency Services Department.

17. That certain Fire Protection Agreement between Otsego and Albertville dated November 8, 2022, shall be terminated effective at the end of the day on December 31, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2024².

CITY OF ALBERTVILLE

CITY OF OTSEGO

By: _____
Jillian Hendrickson, Mayor

By: _____
Jessica Stockamp, Mayor

ATTEST:

Kris Luedke, City Clerk

Audra Etzel, City Clerk

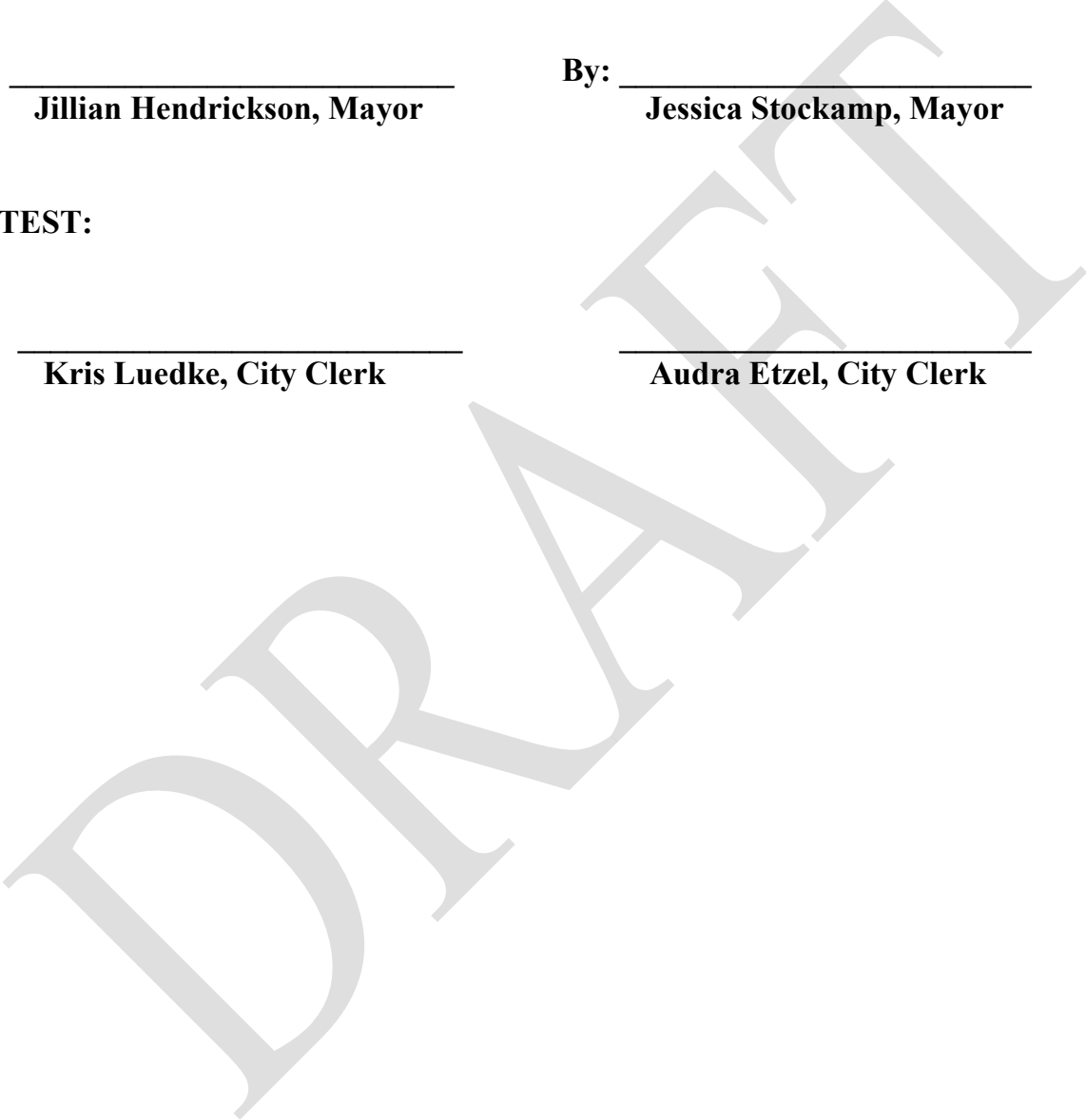
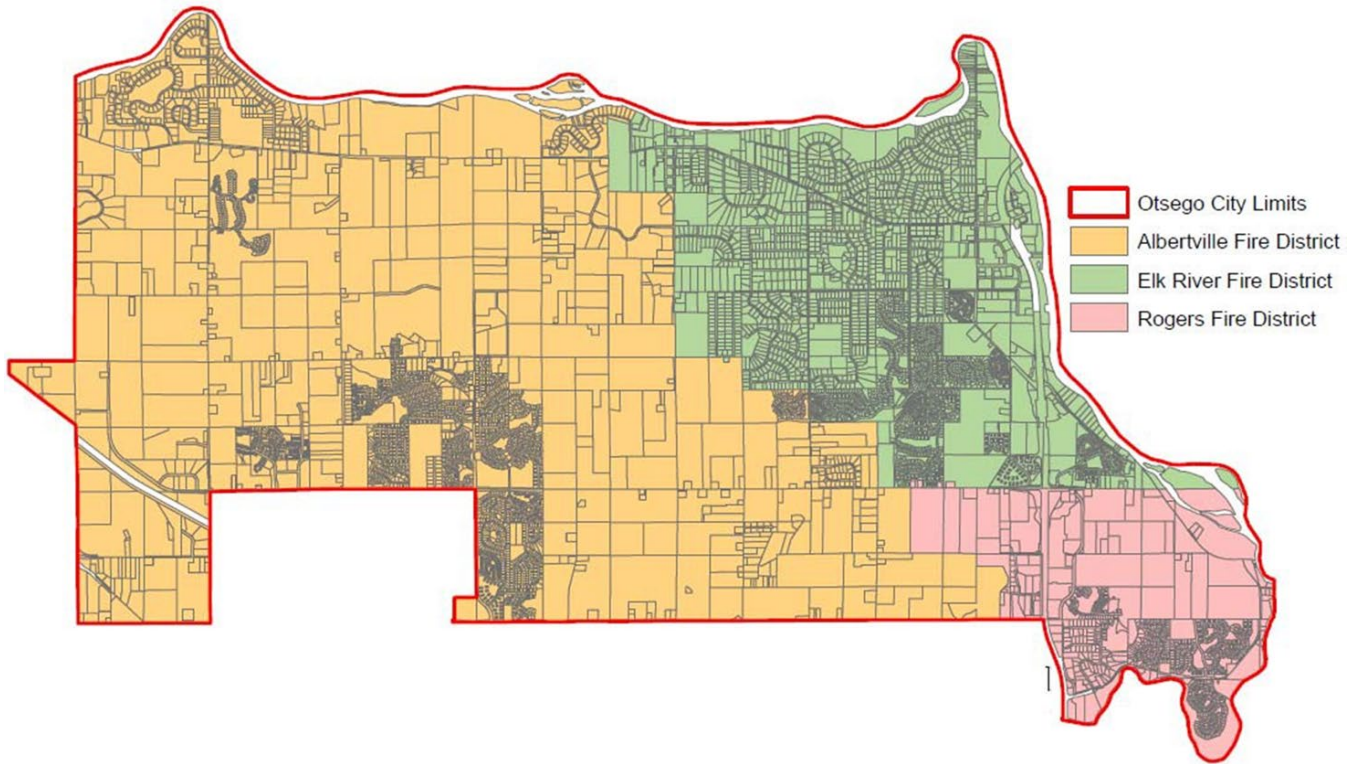


EXHIBIT A: SERVICES

Albertville's Fire Department agrees to provide [primary response to](#) Otsego [for](#) the following services, subject to the terms and conditions of the Agreement:

- Structural Firefighting, specifically:
 - Exterior Structural Firefighting
 - Interior Structural Firefighting
- Grass/Wildland Firefighting
- Other Firefighting, specifically:
 - Vehicle & Equipment Firefighting
- Technical Rescue, specifically:
 - Vehicle & Equipment Extrication
 - General Search and Rescue
 - Surface Ice and Water Rescue
- Other, specifically:
 - Investigation of Fire and Carbon Monoxide Alarms
- Hazardous Materials Response, specifically:
 - Haz-Mat Awareness Level
 - Haz-Mat Operations Level
- Emergency Medical Services, specifically:
 - Emergency Medical Responder Level to Medical Emergencies as requested by Allina Health EMS Dispatch and/or Wright County Dispatch
 - Emergency Medical Responder Level to Personal Injury Accidents as requested by Allina Health EMS Dispatch and/or Wright County Dispatch
- Disaster Response, specifically:
 - Initial response for rescue, life-safety and incident stabilization (not including emergency management related functions)

EXHIBIT B
Fire Service Area (FSA)



DR

GENERAL ADMINISTRATION

Si Senor Restaurant: Construction of the building is underway and the Owners are working towards a spring-summer opening. The project team is reviewing options to revise the plans to include additional indoor dining, which would result in less outdoor covered dining. If pursued, this change will be processed administratively provided the change effects 10% or less of the total floor area.

Arena Board: At the Arena Board meeting this week, the School District presented the need to have the facility closed for certain holidays. As a result of the discussion, the arena will follow the School District's holiday schedule, which includes closure on seven (7) holidays. The Arena Board also received an update for the District Superintendent regarding advertising in school facilities, which the District will be reviewing in December.

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.

City Planning Services: Staff is meeting with consultant planners in preparation for AI'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, 2024, 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

CR 137: We will be learning more about the cost and timing of the proposed 137 between the interstate and Mackenzie Avenue NE. Generally, it is understood the County is working towards a two year construction project with the Mackenzie and Lymon roundabouts constructed in 2025, and the interstate ramp roundabouts constructed in 2026.

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

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 learned that Xcel is going to relocate its feeder line from Main Avenue to a different route along Barthel Industrial Dr. We are also working with Xcel to select a decorative lighting system from their Outdoor Lighting program, which Xcel would maintain and repair for a period of 25 years.

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: With the exception of a striping, the project is generally complete.

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.