



City of Albertville Council Agenda

Monday, November 4, 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. Authorize the Monday, November 4, 2024, payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request.

3

7. Public Hearing – None

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

9. Department Business

A. City Council

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

B. Building – None

C. City Clerk – None

D. Finance – None

E. Fire – None

F. Planning and Zoning – None

G. Public Works/Engineering

1. **Main Avenue Concept Presentation**

2. **Central Park Concept Presentation**

H. Legal – None

I. Administration

- 1. Discuss Request from City of Otsego to Amend Fire Protection Agreement** 4-14
- 2. City Planning Position Update**
- 3. City Administrator’s Update** 15-16

10. Announcements and/or Upcoming Meetings

- | | |
|-------------|---|
| 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 |
| November 18 | City Council, 7 pm |

11. Adjournment

November 4, 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, November 4, 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)

November 4, 2024

SUBJECT: ADMINISTRATION – DISCUSSION REGARDING FIRE PROTECTION AGREEMENT WITH CITY OF OTSEGO

INFORMATION: At the October 21, 2024, regular meeting, the Albertville City Council reviewed and approved a revised Fire Protection Agreement for fire protection and emergency medical service for the Otsego fire service area.

On October 28, 2024, the City of Otsego reviewed the revised Fire Protection Agreement and tabled the item generally due to the proposed 1-year term of the agreement.

On October 30, 2024, administrators and emergency service directors from both cities met to discuss the status of Otsego's planning for its fire department. It is generally understood the purchase and planning of the physical assets are well underway and operational models are being developed for the future Otsego fire department. It is also understood the City of Otsego intends to have a fully functional department by January 1, 2027. While Otsego is still working on the operational pieces of the department, it their intention that they will be able to provide emergency response without supplemental service contracts to all of Otsego. They will still need contract coverage through December 31, 2026. As such, the City of Otsego has requested the agreement be modified from a 1-year to a 2-year contract and run through December 31, 2026.

The contracted is currently written to imply contract service in 2026 can be offered; however, it gives each entity the option not to extend the contract period. Most importantly, the 1-year term offers more opportunity for the two cities to communicate plans and service needs and allows both parties to adjust the contract as deemed necessary.

Staff is requesting direction from Council on the requested contract change. If the Council desires to amend the contract, staff will request a motion based on the desired change(s). If the Council is comfortable with the contract as approved on October 21, no action is required.

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: If the two parties are unable to finalize an agreement by the end of the year, either party may choose to terminate the contract prior to December 31, 2024, which would end services December 31, 2025. Terminating the agreement would not prevent the two parties from negotiating services in the future.

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments:

- October 21, 2024 approved Fire Protection Agreement with the City of Otsego
- October 30, 2024 Otsego Request Letter

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 which 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 terminated pursuant to the terms of this Agreement.

2. Otsego shall pay Albertville a Fire Service Fee (“Fire Service Fee”) 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 in two equal installments, due on or before January 31, 2025, and July 31, 2025. The Fire Service Fee shall be calculated by multiplying the Fire Department budget, as set by the Albertville City Council, for the year fire service is to be provided 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. For example, if the Fire Department budget for 2025 is \$1,200,000, 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 $(\$16,200,000/\$27,800,000)$. Albertville shall issue a statement to Otsego by August 1, 2025, 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 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 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 Deputy, 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 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 in Otsego, Albertville shall utilize all resources reasonably at its disposal to provide alternative services to address the emergency in Otsego, including requests for mutual aid. The reasonable judgment of the Fire Chief or their 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 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 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 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 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 and shall remain in effect for the term stated unless earlier 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 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 days written termination notice.

C. 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. Should 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. 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. 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. 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. Albertville shall enforce its false alarm ordinance.
14. 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. 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.
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 _____, 2024.

CITY OF ALBERTVILLE

CITY OF OTSEGO

By: _____
Jillian Hendrickson, Mayor

By: _____
Jessica Stockamp, Mayor

ATTEST:

Kris Luedke, City Clerk

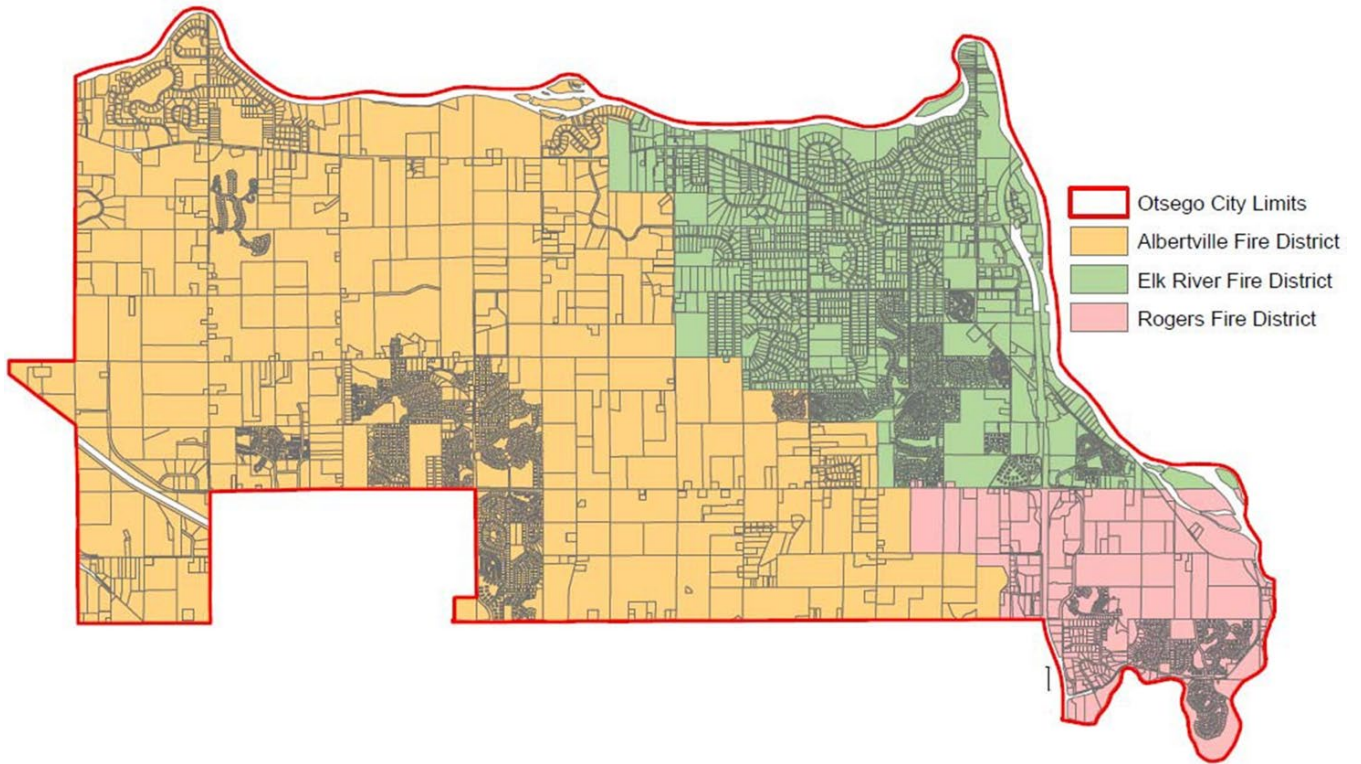
Audra Etzel, City Clerk

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)





October 30, 2024

Via email: adamn@albertvillemn.gov

City of Albertville
City Administrator Adam Nafstad
5959 Main Avenue
Albertville, MN 55301

RE: Fire Protection Agreement

Mr. Nafstad,

The Otsego City Council, at its regular meeting on October 28, 2024, included an agenda item for review and discussion of the proposed Fire Protection Agreement with the City of Albertville.

City staff provided an overview of the proposed amendments. It was discussed that with the Otsego Department not becoming operational until January 2027, staff would recommend the City Council consider requesting a revision for the agreement to cover both the 2025 and 2026 calendar years.

The City Council majority concurred with that recommendation and provided direction for City staff to communicate the request to continue shared services with the City of Albertville for the 2025 and 2026 calendar years.

On behalf of the Otsego City Council, I respectfully request the City of Albertville consider extending the term of the contract in Paragraph 1 from January 1, 2025, to December 31, 2026.

I look forward to discussing the request of the City Council with you and continuing discussions on the development of the Otsego Department and establishing mutual partnerships between the two departments into the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "A Flaherty".

Adam Flaherty
City Administrator
aflaherty@otsegomn.gov

GENERAL ADMINISTRATION

Otsego Fire Service: This week, Otsego staff provided an update regarding their planning efforts for a new department. They anticipate being fully operational by January 1, 2027. At this time, Otsego is planning to serve the City in its entirety, without supplemental contracts. On the agenda is an item to discuss the term of the revised contract.

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.

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 will present a professional service contract for planning services the November 12th meeting.

2024 General Election: Direct balloting began on Monday, October 21 and will be available through Monday, November 4 including this Saturday, November 2 and Sunday, November 3 from 9 am to 3 pm. The City has had over 850 voters come into City Hall for in-person direct balloting since last Monday.

Absentee Ballot Request Update: There has been a high County wide turnover for absentee voting. Wright County reports that as of October 30, county wide 20% of the voters (over 20,000 ballots) have already voted with 5 more days still available for early voting. As of October 30, Albertville has received over 1,6550 total requests between mail-in and in-person voting with over 1,450 voters having already completed absentee ballots.

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.

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.

Main Avenue Reconstruct: Staff will be presenting design concepts at the meeting.

Central Park Play Area: Staff will be presenting design concepts at the meeting

2024 Street Overlay: The project is complete.

City Stormwater Modeling: Staff is working on a grant application or funding to update the city-wide stormwater model to reflect development that has occurred over the 15 years and the industry standards for design.

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.