



City of Albertville Council Agenda

Monday, October 1, 2012

City Council Chambers

7:00 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**
- 3. RECOGNITIONS – PRESENTATIONS – INTRODUCTIONS**
 - A. STMA Soccer Club Donation and Update of Activities**
- 4. CITIZENS OPEN 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 it is listed on the Consent agenda following the approval of the remaining Consent items. These items will be approved by a separate motion.

- A. Approve the September 17, 2012 regular City Council meeting minutes as presented (pgs 3-12)**
 - B. Authorize the Monday, October 1, 2012 payment of claims that includes electronic payments 1410 EFT – 1419 EFT and check numbers 31354 to 31381 as presented (pgs 13-17)**
 - C. Approve minor amendments to the Building Services Contract with City of St. Michael (pgs 18-24)**
 - D. Approve payment to Eureka Construction, Inc. for I-94 project in the amount of \$1,248,743.95**
 - E. Authorize the Mayor and Clerk to amend MnDOT Cooperative Construction Agreement No. 99563 to allow for additional project funding from the State (pgs 25-31)**
- 7. PUBLIC HEARINGS**
 - 8. DEPARTMENT BUSINESS**
 - A. City Council**
 - B. Finance**

1). Otsego Fire Department Contract

(Motion to Approve the Five Year Fire Service Contract with the City of Otsego)

C. City Clerk

1). Set Special Meeting

(Motion to set Special Meeting for October 15, 2012 immediately following the regular City Council meeting to discuss Central Park Concept)

D. Public Works Director/City Engineer

1). Outlet Mall Assessment Agreement (pgs 37-44)

(Motion to approve Agreement for Waiver of Objection to Special Assessment Associated with Interstate 94/CSAH 19 Improvements)

E. Planning/Zoning

1). Presentation on Visioning Study (Presentation)

(Motion to Adopt Resolution 2012-040 approving an amendment to the Albertville Comprehensive Plan adoption the 2012 Visioning Study as an addendum to said plan, and adopting the proposed land use plan dated January 18, 2012 into said plan) (pg 45)

F. Legal

G. Administration

9. ANNOUNCEMENTS and/or UPCOMING MEETINGS

October 8	Ice Arena Board Meeting, 6:00 p.m.
October 9	Planning and Zoning Commission Meeting, 7:00 p.m.
October 15	City Council Meeting, 7:00 p.m.
October 29	Joint Albertville - St. Michael City Council Meeting, 6:00 p.m. Legislative Forum with School District, 7:00 p.m.
November 6	Election Day, Polls Open 7 a.m. to 8:00 p.m.
November 7	City Council Meeting (WED.), 7:00 p.m.
November 12	Veteran's Day, City Offices Closed
November 13	Ice Arena Board Meeting, 6:00 p.m. City Council Special Meeting to Canvas Election Results, 6:30 p.m. Planning and Zoning Commission Meeting, 7:00 p.m.

October-12							November-12						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	CC 1	2	3	4	5	6					1	2	3
7	Ice 8	PZ 9	10	11	12	13	4	5	Ele 6	CC7	8	9	10
14	CC15	16	17	18	19	20	11	H 12	PZ/Ice 13	14	15	16	17
21	JP 22	23	24	25	26	27	18	CC19	20	21	H 22	23	24
28	Jt 29 LF	30	31				25	JP 26	27	28	LF 29	30	

10. RECESS INTO CLOSED MEETING TO DISCUSS EMPLOYEE EVALUATION
11. RECONVENE INTO REGULAR MEETING
12. ACTION ON PROBATIONARY EMPLOYEE STATUS
13. ADJOURN MEETING



ALBERTVILLE CITY COUNCIL
Monday, September 17, 2012
DRAFT MINUTES

ALBERTVILLE CITY HALL

7:04 PM

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Deputy Mayor Vetsch called the regular City Council meeting to order at 7:04 p.m.

2. ROLL CALL

Present: Council members Jillian Hendrickson, Larry Sorensen, John Vetsch and Dan Wagner.

Mayor Meehan arrived at 7:07 p.m.

Absent: None

Others Present: Interim City Administrator Robert Thistle, Finance Director Tina Lannes, City Engineer/Public Works Director Adam Nafstad, City Clerk Kimberly Olson, City Planner Alan Brixius, City Attorney Michael Couri, Laurie Daniels, Peter Wagener, Rob Olson, John Darkenwald, Debbie Buhrz, Amber Buckingham, and Samara Postuma.

3. RECOGNITIONS, PRESENTATIONS AND INTRODUCTIONS

A. Women of Today Proclamation

Vetsch presented the proclamation to the Women of Today.

B. Certificate of Appreciation for Amber Buckingham

Meehan presented the certificate to Ms. Buckingham. Sorensen thanked Buckingham for spreading the awareness and benefits of CPR training.

4. CITIZENS OPEN FORUM

There was no one present.

5. APPROVAL OF THE AGENDA

Motioned by Sorensen, seconded by Hendrickson, to approve the agenda. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

6. CONSENT AGENDA

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

- A.** Approve the August 28, 2012 special City Council meeting minutes as presented
- B.** Approve the September 4, 2012 regular City Council meeting minutes as presented
- C.** Authorize the Monday, September 17, 2012 payment of claims that include electronic payments 1371 EFT - 1382 EFT and check numbers 31299 to 31335 as presented
- D.** Approve One Day 3.2% Malt Liquor License for St. Albert's Catholic Church for their parish festival on October 14, 2012 and allow closure of Lander Ave between the hours of 6:00 a.m. to 6:00 p.m.
- E.** Approve the Memorandum of Understanding between Wright County and the City of Albertville to purchase Sand/Salt for the 2012-2013 Snow and Ice Removal Season
- F.** Accept the draft Ice Arena Board Meeting Minutes of September 10, 2012

Motion by Vetsch, seconded by Sorensen, to accept the consent agenda. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

7. PUBLIC HEARINGS – None

8. DEPARTMENT BUSINESS

A. Planning/Zoning

1). Wagener Storage

Brixius reported Council had asked staff to come back with options for recreational vehicle storage on the Wagener property. He reported the options are to change the City Code, allow a variance, rear yard storage, or have offsite storage.

Brixius reported a City Code change would define new standards for all residential lots within Albertville. The current City Code does not have stipulations on size or screening of recreational vehicles, a property owner may have up to two and they may be located on the side or rear yard. A variance requires harmony with the general purposes and intent of the City Code. A variance can be issued when there are practical difficulties unique to the property. It would be site specific. Sorensen asked if permission from the neighbors is always needed with a variance. Brixius replied it is not. The Council felt the rear yard storage was not favorable and Brixius stated that Council may want to address that in future.

Staff is looking for direction from Council and Brixius stated staff will try to afford as much protection for the City in all options.

Sorensen inquired how much a variance will cost. Brixius replied there is a fee of \$300 with a \$650 escrow. Vetsch inquired if they could reduce the amount. Brixius stated the Council has the right to do so and the cost will be eaten by the City. Wagner felt that staff has already spent hours on this and he felt the owner should pay for it he wants to pursue a variance.

Peter Wagener stated other corner lots are in a similar position. He felt the variance would be okay, but it is costly. He stated most residents are just treading water or under water with the way the economy is.

Hendrickson asked if they could limit additional storage on the property. Brixius replied it could be written into the conditions of the variance.

Couri stated a motion is not needed but staff needs direction to move forward. He stated that a variance would require publishing notice in the paper and holding public hearings.

Hendrickson stated that she is not in favor of changing the ordinance as it is already liberal. Wagner agreed and said he would consider a variance. However, he felt that if a resident has the wherewithal to purchase such a vehicle, they would have the wherewithal to store the vehicle. Sorensen agreed with both. Vetsch would like to see the costs held to a minimum and the Council must remember they work for the residents.

Brixius stated that they would only charge for the time it takes them to work on the variance process. Wagner stated that staff has already put in a lot of time.

Meehan asked if they need to set the cost of the variance now. Couri explained the options they had for collecting the money. Brixius stated when they determined the variance fees they were pretty accurate for the amount of consultant time generally spent. Meehan asked if the fee was discounted now, if it would have to be discounted in future requests. Couri replied that it would not

apply to future requests and Council may set the fees as they see fit or case by case.

Meehan felt they should move forward with the variance. Nafstad clarified what the fee and escrow costs cover and recommended collecting the entire fee upfront and determining any reimbursements later.

Council directed staff to move forward with the variance process.

2). 152 Club Outdoor Music Events

Brixius reported the 152 Club is requesting approval for outdoor music on September 29 from 3:00 to 8:00 p.m. for a wedding and October 13 from 3:00 to 7:00 p.m. and 8:00 p.m. to midnight for Oktoberfest. Brixius outlined the conditions the applicant must meet.

Brixius stated that if there are complaints the Sheriff's Office will have the authority to ask them to reduce the music. Brixius stated that they have complied with all other requirements.

Motioned by Sorensen, seconded by Hendrickson, to adopt Resolution No. 2012-038 approving outdoor music events at 152 Club for the dates of September 29 and October 13, 2012. Ayes: Meehan, Hendrickson, Sorensen, Wagner and Vetsch. Nays: None. Absent: None. MOTION DECLARED CARRIED.

B. City Council

1). Joint Powers Water Board Report

Vetsch reported the water tower will not have a logo on it.

Hendrickson asked if it will be revisited. Wagner replied it would be looked at when the tower is in need of paint again.

2). Personnel Committee Report – City Administrator/City Engineer/Public Works Director Position

Couri highlighted the details of the contract:

- Adam will serve at the pleasure of the City Council, meaning he can be dismissed by the City Council for any legal reason. The disciplinary and termination provisions of the City's personnel policy do not apply to this position.

- Compensation is proposed to be \$103,784.00; Adam will serve as a salaried employee.
- Adam will have the same health and life insurance coverage as other City employees.
- Adam will have the option of receiving mileage reimbursement in the amount of \$100 every two weeks or at the IRS reimbursement rate. Adam will have to choose one or the other method.
- Adam will have use of a City cell phone.
- Adam will accrue vacation and sick leave at the rate contained in the City's personnel policy, beginning with 19 days of vacation per year.
- The City will cover Adam's professional development costs in a number of organizations.
- If the City fires Adam, it will pay 6 months severance (the maximum allowed by law) if the City gives Adam no notice. Severance will be reduced by the amount of notice Adam is given prior to his termination. For example, if Adam is given four months notice prior to termination, he would receive only two months of severance.
- If the City splits the Combined City Administrator position back into City Administrator and City Engineer/Public Works Director, the City would not pay severance if it offered either position to Adam at his current City Engineer salary, adjusted for COLA increases.
- Bob Thistle will remain the Interim City Administrator through December 31, 2012 and will assist Adam in transitioning into the City Administrator position. The Agreement is effective and binding on both parties on the day it is signed, with Adam assuming the combined City Administrator position on January 1, 2013.

Meehan inquired about the cost of living increases. Couri replied that Nafstad would get the median cost of living of all employees unless Council makes a motion otherwise. Couri explained they may not pay a bonus but can provide compensation if incentives are met. Thistle stated there are no steps in the contract.

Couri reported annual reviews are written in the contract. There was discussion from the Personnel Committee on the timing and tools used for reviews and they may want them more frequently.

Meehan inquired about termination for refusal to carry out directives. Couri said the contract is written that it requires two violations before termination. Thistle stated that directives should be in motion form. Sorensen clarified it must be the direction of the whole Council, not just one person.

Couri reviewed the professional development area of the contract noting the organizations that Nafstad would be involved with and that he may attend one national conference per year. Thistle stated the expectation would be that he

would rotate the type of conference each year i.e. one year attend the engineer's conference and the next the administrator's conference.

Thistle reported he had reviewed compensation for several cities as well as City of St. Michael and this is slightly below that. Hendrickson stated that it would be a ten percent raise above his current pay with cost of living adjustments.

Thistle reported on the work he and Springsted LLC did for the job description.

Motion by Vetsch, seconded by Hendrickson, to approve the City Administrator/City Engineer/Public Works Director Agreement with Adam Nafstad. Ayes: Meehan, Hendrickson, and Vetsch. Nays: Sorensen and Wagner. Absent: None. MOTION DECLARED CARRIED.

Motion by Vetsch, seconded by Hendrickson, to approve the City Administrator/City Engineer/Public Works Director job description.

Wagner felt the job description was too much for one person. Meehan asked if Nafstad was comfortable with the contract. Nafstad replied he is comfortable with the language in the contract. He agreed there is a significant amount of work and he feels the resources and staff the City has will help him do the job.

Ayes: Meehan, Hendrickson, Sorensen and Vetsch. Nays: Wagner. Absent: None. MOTION DECLARED CARRIED.

Motion by Hendrickson, seconded by Vetsch, to approve the City Administrator/City Engineer/Public Works Director salary range between \$94,656 and \$108,064.

Hendrickson stated that it was very important to her that Nafstad was comfortable with the pay.

Ayes: Meehan, Hendrickson, Sorensen and Vetsch. Nays: Wagner. Absent: None. MOTION DECLARED CARRIED.

C. Legal

1). Darkenwald Confidentiality Agreement

Couri reported Darkenwald Holdings, Ltd has a develop plan for property north of I-94 and requests the City enter into a confidentiality agreement to help protect proprietary materials. He stated when the project gets to the point where City approval is needed, information provided to the City would be public.

Vetsch had concerns about approving something without seeing the whole of the project. Couri stated that they do not know what the Darkenwalds will be submitting.

Couri replied the agreement does not force the Council to approve anything and the Council may deny any phase they choose.

Couri discussed how the City works with the information and what information can be released.

Motion by Hendrickson, seconded by Sorensen, to approve the agreement to keep selected business information confidential with Darkenwald Holdings, Ltd. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

D. City Engineer/Public Works Director

1). Building Inspection Contract

Nafstad stated the contract outlines the services the City of St. Michael will perform for the City. The costs for these services are determined by a formula based on population and property value. Costs for the 2013 have been included in the proposed budget. He stated they have been receiving a high quality of service from St. Michael and it is a benefit to the residents that they will have full time coverage five days a week.

Meehan inquired if and when the City can get out the contract if they choose to do so. Nafstad replied that either city can terminate the contract with notice.

Sorensen asked if St. Michael added personnel would the cost be automatically passed down to Albertville. Nafstad stated that if the happened, the contract would have to be re-negotiated.

Nafstad stated that Albertville has a few ordinances that St. Michael does not that are time consuming.

Nafstad stated the contract also allows for payment of services utilized in 2012.

Nafstad stated the formula for reimbursement will be reviewed every year.

Motion by Sorensen, seconded by Hendrickson, to approve the cooperative agreement for building services with City of St. Michael. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

2). Set Public Hearing Date for I-94 Assessments

Nafstad reported the assessment has not changed. He stated the assessments are based on the appraiser's findings.

Couri stated that for assessments appraisers don't look at the current use of the property but the highest and best of use of the land. He stated that they must use the appraiser's analysis if it anything goes to court.

Meehan asked if the assessments must be paid off if land sells. Couri stated that the assessments stay with the property; however, financial institutions will usually require the assessments to be paid off

Motion by Sorensen, seconded by Hendrickson, to adopt Resolution 2012-039 calling for a hearing on proposed assessment W.B.T.H. I-94 C-D Road. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

3). I-94 Update

Nafstad stated the project is going well. He is optimistic about the finish date in November even though the developer is allowed additional time due to rain.

E. Finance - None

F. City Clerk - None

Hendrickson stated that City Clerk Olson has been working hard on the website and thanked her. Sorensen felt it will be a big improvement.

G. Administration - None

9. ANNOUNCEMENTS and/or UPCOMING MEETINGS

September 24	Joint Powers Water Board Meeting, 6:30 p.m.
October 1	City Council Meeting, 7:00 p.m.
October 8	STMA Ice Arena Board Meeting, 6:00 p.m.
October 9	Planning and Zoning Commission Meeting, 7:00 p.m.
October 15	City Council Meeting, 7:00 p.m.
October 22	Joint Powers Board Meeting, 6:00 p.m.
October 29	Legislative Forum – School Fiscal Disparities, TBD

10. ADJOURNMENT

Motion by Hendrickson, seconded by Sorensen, to adjourn the meeting at 9:05 p.m. Ayes: Meehan, Hendrickson, Sorensen, Vetsch and Wagner. Nays: None. Absent: None. MOTION DECLARED CARRIED.

Respectfully submitted,

Kimberly A. Olson, City Clerk

DRAFT

September 27, 2012

SUBJECT: CONSENT - FINANCE DEPARTMENT – PAYMENT OF BILLS

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

MOTION TO: Authorize the **Monday, October 1, 2012** payment of the claims that includes check numbers **1410 EFT – 1419 EFT and** checks numbered **31354 to 31381** as presented except the bills specifically pulled, which are passed by separate motion.

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)

Check No. 31373 City of Otsego – Albertville portion of MacIver Ave seal coat –
preapproved by council when project was approved.

POLICY/PRACTICES CONSIDERATIONS: It is the City's policy to review and approve payables on a semi-monthly basis.

FINANCIAL CONSIDERATIONS: City staff has reviewed and recommends approval of payments presented.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to approve all bills pursuant to Minnesota State Law, which requires all bills to be paid in a timely manner, generally within 30 days unless one party determines to dispute the billing.

Department/Responsible Person: Finance/Tina Lannes, Finance Director

Reviewed by: RDT

Attachments: Check Register Detail



Check Detail Register

October 2012

			Check Amt	Invoice	Comment
10100 Premier Bank					
Paid Chk#	001410E	10/1/2012			FYCC
E	101-45000-598	Pledges & Contributions	\$1,587.42	1062	Albt July 2012 portion
		Total FYCC	\$1,587.42		
Paid Chk# 001411E 10/1/2012 GRAINGER					
E	601-49450-210	Operating Supplies (GENERAL)	\$139.02	9928811588	UD swr fuse, midget, time delay, ktk
		Total GRAINGER	\$139.02		
Paid Chk# 001412E 10/1/2012 MVTL LABORATORIES, INC					
E	601-49450-218	Testing Expenses	\$113.40	621804	UD swr 09-07-12 wkly chemical testing
E	601-49450-218	Testing Expenses	\$198.40	622449	UD swr 09-12-12 wkly chemical testing
E	601-49450-218	Testing Expenses	\$327.40	623331	UD swr 09-19-12 wkly chemical testing
E	601-49450-218	Testing Expenses	\$113.40	623581	UD swr 09-20-12 wkly chemical testing
		Total MVTL LABORATORIES, INC	\$752.60		
Paid Chk# 001413E 10/1/2012 PRINCIPAL LIFE INSURANCE CO					
E 810-00000-130		Employer Paid Ins (GENERAL)	\$129.56	1008662-	ARENA Oct 2012 empl health ins
E	601-49450-130	Employer Paid Ins (GENERAL)	\$222.97	1008662-	UD swr Oct 2012 empl health ins
E	602-49400-130	Employer Paid Ins (GENERAL)	\$226.44	1008662-	UD wtr Oct 2012 empl health ins
E	101-41300-131	Employer Paid Health	\$85.15	1008662-	Adm Oct 2012 empl health ins
E	101-41400-131	Employer Paid Health	\$63.89	1008662-	CClerk Oct 2012 empl health ins
E	101-41500-131	Employer Paid Health	\$272.17	1008662-	FinDir/AdmAsst Oct 2012 empl health
E	101-41750-130	Employer Paid Ins (GENERAL)	\$147.52	1008662-	PW/CEng Oct 2012 empl health ins
E	101-43100-130	Employer Paid Ins (GENERAL)	\$196.18	1008662-	PW Oct 2012 empl health ins
E	101-45100-130	Employer Paid Ins (GENERAL)	\$197.53	1008662-	PD Oct 2012 empl health ins
E	101-42400-130	Employer Paid Ins (GENERAL)	\$126.97	1008662-	BldTec Oct 2012 empl health ins
		Total PRINCIPAL LIFE INSURANCE CO	\$1,668.38		
Paid Chk# 001414E 10/1/2012 RAPIT PRINTING					
E	101-42000-111	Other (Fire Admin)	\$1,084.28	117375	FD fire safety coloring books
		Total RAPIT PRINTING	\$1,084.28		
Paid Chk# 001415E 10/1/2012 ST. MICHAEL, CITY OF					
E	101-45000-598	Pledges & Contributions	\$5,199.56		2012 3rd Qtr Sr Center Operations
E	101-45000-598	Pledges & Contributions	\$5,199.56		2012 2nd Qtr Sr Center Operations
E	101-45000-598	Pledges & Contributions	\$5,199.56		2012 1st Qtr Sr Center Operations
E	101-45000-598	Pledges & Contributions	\$3,537.96		2011 actual operations final pmt for year Sr Center Operations
E	468-49000-303	Engineering Fees	\$11,505.00		I-94 WBCD Proj Aug 2012 Sr Engineer
E	101-45000-598	Pledges & Contributions	\$2,126.25		2012-3rd Qtr Library Payment
E	101-45000-598	Pledges & Contributions	(\$358.16)		2012-1st Qtr CREDIT MEMO
E	101-45000-598	Pledges & Contributions	(\$358.16)		2012-2nd Qtr CREDIT MEMO
		Total ST. MICHAEL, CITY OF	\$32,051.57		
Paid Chk# 001416E 10/1/2012 S & T OFFICE PRODUCTS					
E	101-42000-200	Office Supplies (GENERAL)	\$24.42	01PJ5679	FD case of copier paper
E	601-49450-210	Operating Supplies (GENERAL)	\$21.36	01PJ5679	UD swr 2013 wall calendar01PJ5679
E	601-49450-210	Operating Supplies (GENERAL)	\$21.36	01PJ6175	UD swr 2013 wall paper calendar
E	101-41910-200	Office Supplies (GENERAL)	\$117.08	01PJ6987	AdminAssts desk floor protective matt
E	101-41400-200	Office Supplies (GENERAL)	\$117.08	01PJ6987	CityClerk desk floor protective matt
E	101-41500-200	Office Supplies (GENERAL)	\$117.08	01PJ6987	FinDep desk floor protective matt
E	101-42400-200	Office Supplies (GENERAL)	\$117.08	01PJ6987	BldDep desk floor protective matt

Mayor and Council Request for Action – October 1, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
E 101-41500-200	Office Supplies (GENERAL)		\$302.46	01PJ6987	FinDep mobil computer station
E 101-41750-200	Office Supplies (GENERAL)		\$117.08	01PJ6987	PW/CityEng desk floor protective matt
E 101-41300-200	Office Supplies (GENERAL)		\$117.09	01PJ6987	Admin desk floor protective matt
E 601-49450-210	Operating Supplies (GENERAL)		(\$25.39)	CM01PJ4750	UD swr CREDIT wrong size calendar
E 601-49450-210	Operating Supplies (GENERAL)		(\$21.36)	CM01PJ6251	UD swr CREDIT paper wall calendar
E 101-41910-200	Office Supplies (GENERAL)		(\$3.56)	CM01PJ6896	CH CREDIT assorted labels
Total S & T OFFICE PRODUCTS			\$1,021.78		
Paid Chk# 001417E 10/1/2012 WRIGHT COUNTY AUD/TREASURER					
R 101-00000-34950	Other Revenues		\$1,874.68	8600104443-	May 2012-Trial Court-Wright
R 101-00000-34950	Other Revenues		\$396.77	8600113396-	Jun 2012-Trial Court-Wright
R 101-00000-34950	Other Revenues		\$935.24	8600128788-	Jul 2012-Trial Court-Wright
Total WRIGHT COUNTY AUD/TREASURER			\$3,206.69		
Paid Chk# 001418E 10/1/2012 BRAUN INTERTEC CORP					
E 468-49000-300	Professional Svcs (GENERAL)		\$25,771.65	357664	I-94 WBCD Proj CMT concrete & observ
Total BRAUN INTERTEC CORP			\$25,771.65		
Paid Chk# 001419E 10/1/2012 SHRED RIGHT-A ROHN INDUSTRIES					
E 101-41400-300	Professional Svcs (GENERAL)		\$30.00	131440	Aug 2012 document destruction serv
Total SHRED RIGHT-A ROHN INDUSTRIES			\$30.00		
Paid Chk# 031354 10/1/2012 ARAMARK UNIFORM SERVICES					
E 101-43100-417	Uniform Rentals		\$11.37	629-7577785	PW 9-11-12 weekly uniform rental
E 101-45100-417	Uniform Rentals		\$11.35	629-7577785	PD 9-11-12 weekly uniform rental
E 601-49450-417	Uniform Rentals		\$11.36	629-7577785	UD swr 9-11-12 weekly uniform rental
E 602-49400-417	Uniform Rentals		\$11.35	629-7577785	UB wtr 9-11-12 weekly uniform rental
E 601-49450-417	Uniform Rentals		\$11.79	629-7582451	UD swr 9-18-12 weekly uniform rental
E 101-45100-417	Uniform Rentals		\$11.80	629-7582451	PD 9-18-12 weekly uniform rental
E 602-49400-417	Uniform Rentals		\$11.80	629-7582451	UD wtr 9-18-12 weekly uniform rental
E 101-43100-417	Uniform Rentals		\$11.79	629-7582451	PW 9-18-12 weekly uniform rental
E 101-41940-405	Repair/Maint - Buildings		\$51.81	629-7582452	CH mop heads, towels, rugs
E 101-42000-405	Repair/Maint - Buildings		\$12.83	629-7582453	FD mop heads, rugs
E 601-49450-417	Uniform Rentals		\$14.48	629-7587222	UD swr 9-25-12 weekly uniform rental
E 602-49400-417	Uniform Rentals		\$14.49	629-7587222	UD wtr 9-25-12 weekly uniform rental
E 101-45100-417	Uniform Rentals		\$14.48	629-7587222	PD 9-25-12 weekly uniform rental
E 101-43100-417	Uniform Rentals		\$14.49	629-7587222	PW 9-25-12 weekly uniform rental
Total ARAMARK UNIFORM SERVICES			\$215.19		
Paid Chk# 031355 10/1/2012 BERRY COFFEE COMPANY					
E 101-41400-200	Office Supplies (GENERAL)		\$56.95	1041787	CH Sept. 2012 coffee grounds
Total BERRY COFFEE COMPANY			\$56.95		
Paid Chk# 031356 10/1/2012 BROTHERS FIRE PROTECTION CO					
E 101-42000-405	Repair/Maint - Buildings		\$175.00	6866	FD Sept 2012 Annual Sprinkler
E 101-43100-405	Repair/Maint - Buildings		\$175.00	6867	PW Sept 2012 Annual Sprinkler
Total BROTHERS FIRE PROTECTION CO			\$350.00		
Paid Chk# 031357 10/1/2012 BSN SPORTS					
E 101-45100-530	Capital - Improvements		\$1,600.54	94838438	PD MAC 4.5" gooseneck basketball
Total BSN SPORTS			\$1,600.54		
Paid Chk# 031358 10/1/2012 CARLSON BUILDING SERVICES, INC					
E 101-41940-405	Repair/Maint - Buildings		\$90.84	41714	CH Sept 2012 increase cleaning serv
E 468-49000-300	Professional Svcs (GENERAL)		\$120.23	41714	I-94 WBCD Oct 2012 cleaning serv
E 101-42000-405	Repair/Maint - Buildings		\$133.59	41714	FH Oct 2012 cleaning serv
E 101-41940-405	Repair/Maint - Buildings		\$513.00	41714	CH Oct 2012 cleaning serv
Total CARLSON BUILDING SERVICES, INC			\$857.66		
Paid Chk# 031359 10/1/2012 CATHOLIC UNITED FINANCIAL					
G 101-22900	Rental Deposit Escrow		\$100.00	Sept162012	Sept 16 rental deposit refund
Total CATHOLIC UNITED FINANCIAL			\$100.00		
Paid Chk# 031360 10/1/2012 CHARTER COMMUNICATIONS					
E 468-49000-300	Professional Svcs (GENERAL)		\$127.88	0141164-1012I-94 WBCD Proj Oct 2012	
Total CHARTER COMMUNICATIONS			\$127.88		

Mayor and Council Request for Action – October 1, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk# 031361	10/1/2012	DAVIS, JEFF			
E 101-42000-585	Capital - Air Packs		\$217.27	08262012JD	FD replacement batteries for SCBA
	Total DAVIS, JEFF		\$217.27		
Paid Chk# 031362	10/1/2012	DESIGN ELECTRICAL CONTRACTORS			
E 101-41940-405	Repair/Maint - Buildings		\$1,042.50	16014	CH replace ballasts & lights in parking
	Total DESIGN ELECTRICAL CONTRACTORS		\$1,042.50		
Paid Chk# 031363	10/1/2012	EARL F. ANDERSON, INC.			
E 101-43100-226	Sign Repair Materials		\$812.29	0100081-IN	PW 10"x18" No Parking Symbol signs
	Total EARL F. ANDERSON, INC.		\$812.29		
Paid Chk# 031364	10/1/2012	HENRYS WATERWORKS, INC			
E 602-49400-407	R/M - Water Mains		\$2,597.39	16003	UD wtr 6" waterous gate valve, nuts, extension box, valve adapter, & wedg
	Total HENRYS WATERWORKS, INC		\$2,597.39		
Paid Chk# 031365	10/1/2012	HIGHWAY TECHNOLOGIES, INC			
E 468-49000-300	Professional Svcs (GENERAL)		\$13,146.60	443066-001	I-94 WBCD Proj Aug 2012 hwy tech
	Total HIGHWAY TECHNOLOGIES, INC		\$13,146.60		
Paid Chk# 031366	10/1/2012	MCFOA			
E 101-41750-433	Dues and Subscriptions		\$35.00	2012-2013 Dues	PW-CEng new membership dues
	Total MCFOA		\$35.00		
Paid Chk# 031367	10/1/2012	MINNESOTA COPY SYSTEMS			
E 101-41400-413	Office Equipment Rental		\$140.29	96455	CH Sept. 2012 copier usage
E 601-49450-413	Office Equipment Rental		\$68.59	96455	UD swr Sept 2012 copier usage
E 602-49400-413	Office Equipment Rental		\$62.35	96455	UD wtr Sept 2012 copier usage
E 604-49960-413	Office Equipment Rental		\$31.18	96455	UD strwtr Sept 2012 copier usage
E 605-43200-413	Office Equipment Rental		\$9.35	96455	Recycling/Certified Del Sept 2012
	Total MINNESOTA COPY SYSTEMS		\$311.76		
Paid Chk# 031368	10/1/2012	MN DEPT OF TRANSPORTATION			
E 468-49000-300	Professional Svcs (GENERAL)		\$761.06	0000178167	I-94 WBCD Proj Aug 2012 Record
E 468-49000-300	Professional Svcs (GENERAL)		\$722.92	0000178167	I-94 WBCD Proj Aug 2012 Material
	Total MN DEPT OF TRANSPORTATION		\$1,483.98		
Paid Chk# 031369	10/1/2012	MONTICELLO ANIMAL CONTROL			
E 101-42700-309	Animal Control Contract		\$54.00	656	Animal serv-pick up stray cat on Main
	Total MONTICELLO ANIMAL CONTROL		\$54.00		
Paid Chk# 031370	10/1/2012	MONTICELLO, CITY OF			
E 101-42700-309	Animal Control Contract		\$144.28	0013342	August 2012 Animal Control Serv
	Total MONTICELLO, CITY OF		\$144.28		
Paid Chk# 031371	10/1/2012	NORTHLAND CHEMICAL CORP.			
E 101-43100-215	Shop Supplies		\$107.73	5046523	PW magic hand cleaner
	Total NORTHLAND CHEMICAL CORP.		\$107.73		
Paid Chk# 031372	10/1/2012	OMANN BROTHERS			
E 101-43100-400	Repair/Maint - Paved Rd		\$143.91	9950	PW Sept 2012 AC fines mix (2.01 qty)
E 101-43100-400	Repair/Maint - Paved Rd		\$251.30	9953	PW Sept 2012 AC fines mix (3.51 qty)
	Total OMANN BROTHERS		\$395.21		
Paid Chk# 031373	10/1/2012	OTSEGO, CITY OF			
E 101-43100-400	Repair/Maint - Paved Rd		\$12,832.80	FIN120809	Albt portion of Maclver Ave 2012
	Total OTSEGO, CITY OF		\$12,832.80		
Paid Chk# 031374	10/1/2012	PITNEY BOWES- PA			
E 604-49960-413	Office Equipment Rental		\$3.57	0787150-SP12	UD stwtr Sept 2012 postage
E 602-49400-413	Office Equipment Rental		\$5.10	0787150-SP12	UD wtr Sept 2012 postage
E 101-41400-413	Office Equipment Rental		\$31.11	0787150-SP12	CH Sept 2012 postage
E 601-49450-413	Office Equipment Rental		\$11.22	0787150-SP12	UD swr Sept 2012 postage
	Total PITNEY BOWES- PA		\$51.00		

Mayor and Council Request for Action – October 1, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk# 031375	10/1/2012	REDS PORTABLE TOILETS			
E 101-45100-404	Repair/Maint - Machinery/Equip		\$1,294.52	12909	PD August 2012 portable biffs rentals
E 101-45100-404	Repair/Maint - Machinery/Equip		\$80.16	12909	BNSF August 2012 add'l portable biff
E 101-45100-404	Repair/Maint - Machinery/Equip		\$32.06	12909	Un-scheduled surcharge-serv
	Total REDS PORTABLE TOILETS		\$1,406.74		
Paid Chk# 031376	10/1/2012	SENTRY SYSTEMS, INC.			
E 101-43100-405	Repair/Maint - Buildings		\$32.06	662994	PW Oct 2012 security monitoring
E 101-42000-405	Repair/Maint - Buildings		\$22.66	662994	FD Oct 2012 security monitoring
E 101-42000-405	Repair/Maint - Buildings		\$4.22	662994	FD Oct 2012 security alarm
	Total SENTRY SYSTEMS, INC.		\$58.94		
Paid Chk# 031377	10/1/2012	SRF CONSULTING GROUP, INC			
E 468-49000-300	Professional Svcs (GENERAL)		\$7,280.29	06796.01-5	I-94 WBCD Proj Aug 2012 professional
E 468-49000-300	Professional Svcs (GENERAL)		\$163.46	06796.01-5	I-94 WBCD Proj Aug 2012
	Total SRF CONSULTING GROUP, INC		\$7,443.75		
Paid Chk# 031378	10/1/2012	UNIVERSITY OF MINNESOTA			
E 101-43100-208	Training and Instruction		\$150.00	1255280-TG	PW Fall 2012 APWA Workshop
E 101-41750-208	Training and Instruction		\$235.00	1255280-TG	Adm/PW Fall 2012 APWA conference
	Total UNIVERSITY OF MINNESOTA		\$385.00		
Paid Chk# 031379	10/1/2012	VANCE BROS INC.			
E 101-43100-400	Repair/Maint - Paved Rd		\$149.09	23747	PW 45 gallons SS-1H products
	Total VANCE BROS INC.		\$149.09		
Paid Chk# 031380	10/1/2012	WRIGHT COUNTY PROPERTY TAXES			
E 101-41800-511	Taxes on City Property		\$1,512.00	PropTax-2	PID 101-500-011208
E 102-49440-511	Taxes on City Property		\$12,813.78	PropTax-2	PID 101-135-001020
E 102-49440-511	Taxes on City Property		\$17,574.04	PropTax-2	PID 101-135-002010
E 102-49440-511	Taxes on City Property		\$10,391.95	PropTax-2	PID 101-135-003010
E 101-41800-511	Taxes on City Property		\$4,371.00	PropTax-2	PID 101-140-001010
E 102-49440-511	Taxes on City Property		\$8,283.90	PropTax-2	PID 101-135-004010
	Total WRIGHT COUNTY PROPERTY TAXES		\$54,946.67		
Paid Chk# 031381	10/1/2012	XCEL ENERGY			
E 101-45100-381	Electric Utilities		\$24.70	438291382	PD 11830 51st St-park lght
E 101-43160-381	Electric Utilities		\$23.09	438291590	PW 5998 LaBeaux Av-auto prot lght
E 101-43160-381	Electric Utilities		\$3.54	438291728	PW 5799 Lander Av-fire&civil def siren
	Total XCEL ENERGY		\$51.33		
	10100 Premier Bank		\$168,294.94		

Fund Summary

10100 Premier Bank	
101 GENERAL FUND	\$55,301.60
102 CAPITAL OUTLAY RESERVE	\$49,063.67
468 CSAH 19 RAMPS/I 94 Project	\$59,599.09
601 SEWER FUND	\$1,228.00
602 WATER FUND	\$2,928.92
604 STORM WATER	\$34.75
605 Recycling Fund	\$9.35
810 STMA ARENA	\$129.56
	\$168,294.94

Memo

To: Albertville City Council
From: Mike Couri
Date: September 27, 2012
Re: Albertville/St. Michael Building Inspection Contract.

At the last City Council meeting the Albertville City Council approved the building inspection contract with St. Michael. However, prior to St. Michael's City Council approval, the League of Minnesota Insurance Trust provided suggested changes to the contract that deal with the insurance issues addressed in the contract. Because the League insures both cities, these changes will not have a practical impact on either city, but rather clarify what will be covered by which City's policy. The changes are minor and are largely technical in nature. I have included a comparative document showing the changes from the version of the agreement approved by the Albertville City Council at its last meeting. St. Michael's City Council approved the attached contract at its meeting on September 25th.

I recommend that this item be placed on the consent agenda as the changes are minor.

**CITY OF ALBERTVILLE
CITY OF ST. MICHAEL**

**COOPERATIVE SERVICE AGREEMENT
BUILDING INSPECTION SERVICES**

WHEREAS, the City of Albertville (“Albertville”) Building Inspector has resigned his position effective June 15, 2012; and

WHEREAS, the City of St. Michael (“St. Michael”) employs a building inspector on staff; and

WHEREAS, St. Michael has excess capacity in its building inspection department and can provide building inspection services to Albertville without hiring additional personnel; and

WHEREAS, Albertville desires to have St. Michael provide building inspection services to Albertville on a contract basis; and

WHEREAS, Albertville employees shall accept building permit applications at the Albertville City Hall and cooperate with St. Michael’s building inspector in processing and issuing building permits in Albertville; and

WHEREAS, Albertville will pay St. Michael for building inspection services as set forth herein; and

NOW, THEREFORE, Albertville and St. Michael agree as follows:

ST. MICHAEL’S DUTIES

1. **BUILDING INSPECTION SERVICES.** St. Michael shall provide building inspection services to Albertville as set forth herein. St. Michael shall provide a Minnesota-licensed building inspector (“Building Inspector”) to Albertville to conduct the same type of building inspection services which St. Michael’s employees are currently providing to properties in St. Michael, including, but not limited to, building plan review, building code inspection/compliance, vacant home inspection, rental housing inspection, hazardous building inspection, consultation with Albertville City staff regarding applicability of the building code to prospective developments, and testimony in court proceedings when necessary. The Building Inspector will be responsible for the legal aspects of building code administration and enforcement including plan reviews and inspections per the Uniform State Building Code and Albertville City Ordinances. The Building Inspector will accept and review all relevant building and related permit applications, conduct all necessary investigations, and ensure that said applications meet all requirements under all applicable Albertville ordinances as well as all applicable State and Federal laws, rules, and regulations, and will issue permits consistent with Albertville City

ordinances. The Building Inspector shall file all required filings with the State of Minnesota.

2. **EMPLOYEE STATUS.** St. Michael’s employees providing building inspection services to Albertville shall remain employees of St. Michael and shall not be deemed employees of Albertville for any purpose. St. Michael shall maintain liability insurance on its building inspection employees at all times in amounts not less than the tort liability limitations set out in Minn. Stat. 466.04, and shall maintain all required workers’ compensation insurance on such employees.

Deleted: and errors and omissions

3. **MONTHLY REPORTS.** The Building Inspector shall submit a monthly report to the Albertville City Council summarizing the prior month’s building permit activity in Albertville and noting any areas of concern or suggested changes in City policy or procedures relating to building inspection services.

4. **MEETINGS.** The Building Inspector shall be available upon request to attend Albertville City Council meetings, staff meetings, or planning and zoning commission meetings where building code-specific issues will be addressed and the Albertville City Council or City Administrator deems the Building Inspector’s presence necessary.

5. **INDEMNIFICATION.** St. Michael agrees to defend and indemnify Albertville and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Building Inspector’s negligence or omissions related to the performance or failure to perform his duties under this Agreement except where such claim, action, damage, loss or expense is attributable to a specific direction from Albertville or its employees, officials, agents or representatives. Notwithstanding the foregoing, (i) St. Michael’s defense and indemnity agreement herein is limited to the tort liability caps set forth in Minn. Stat. Section 466.04 or to the amount of liability insurance coverage maintained by St. Michael, whichever is applicable; and (ii) St. Michael does not waive and expressly preserves, any and all statutory and common law defenses, including without limitation governmental immunities such as discretionary immunity, and all applicable statutory and common law liability limits. St. Michael shall add the Albertville as an additional insured on its liability insurance policy for purposes of this Agreement.

Deleted: and errors and omissions

Albertville agrees to defend and indemnify St. Michael and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of: 1) the negligence or omissions of its officials, agents or representatives related to the work that is the subject of this Agreement, except where such claim, action, damage, loss or expense is attributable to a specific direction from the Building Inspector; and 2) a challenge to the validity or interpretation of Albertville’s City Code. Notwithstanding the foregoing, (i) Albertville’s defense and indemnity agreement herein is limited to the tort liability caps set forth in Minn. Stat. Section 466.04 or to the amount of liability insurance

Deleted: .

Deleted: and errors and omissions

coverage maintained by Albertville, whichever is applicable; and (ii) Albertville does not waive and expressly preserves, any and all statutory and common law defenses, including without limitation governmental immunities such as discretionary immunity, and all applicable statutory and common law liability limits.

ALBERTVILLE’S DUTIES

- 6. **STAFFING AND FEES.** Albertville shall staff its front desk with personnel trained in accepting building permit applications and collecting the appropriate application fees. All such Albertville building inspection fees paid to Albertville shall remain funds of the City of Albertville. Albertville’s personnel shall coordinate all requests for inspections with the Building Inspector and shall notify the Building Inspector when building permit applications have been received or requests for inspections are made.
- 7. **OFFICE FACILITIES.** Albertville shall make available to the Building Inspector sufficient office space, computer, copy machine and other customary and usual office equipment necessary for the Building Inspector to carry out its obligations under this Agreement from the Albertville City Hall. Albertville shall not be required to provide a car or transportation to the Building Inspector. The Building Inspector shall use either his own car or a car provided by the City of St. Michael when administering the building code in Albertville.
- 8. **PAYMENT FOR SERVICES.** Albertville shall pay St. Michael for building inspection services provided under this Agreement under the following formula:

$$\text{Annual Albertville Cost} = \frac{\left(\frac{AP}{AP + SP} \right) + \left(\frac{ABV}{ABV + SBV} \right)}{2} \times \text{SBDC} + M$$

Where:

AP = Albertville’s population per the most recent state demographer’s office estimate which is available on January 1 of the year services are provided.

SP = St. Michael’s population per the most recent state demographer’s office estimate which is available on January 1 of the year services are provided.

SBV = total market value (per Wright County’s Assessor’s Office) of all commercial/industrial buildings in St. Michael on January 1 of the year prior to the year in which services are provided.

ABV = total market value (per Wright County’s Assessor’s Office) of all commercial/industrial buildings in Albertville on January 1 of the year prior to the year in which services are provided.

SBDC = St. Michael's budgeted building department cost for the year in which services are provided (based on St. Michael's adopted budget for such year). This shall be limited to total wages and benefits paid to the St. Michael and Building Inspector(s) (if the Building Inspector(s) is responsible for performing non-building department duties, then the costs included in this formula shall be their total wages and benefits multiplied by the percentage of their time devoted to building department activities), and one-quarter of the wages and benefits of St. Michael's permit technician and zoning coordinator. SBDC shall not include general city administrative expenses or city hall building expense allocations.

M = 4,000 miles per year times the Internal Revenue Rate for mileage allowance.

The 2013 Building Department Cost Allocation attached as Exhibit A to this Agreement details Albertville's cost and the application of the cost-sharing formula in this paragraph for the 2013 year.

9. **TIMING OF PAYMENT.** Payments due under this Agreement shall be calculated on a calendar year basis, and equal payments from Albertville to St. Michael shall occur at the end of each calendar quarter. St. Michael shall invoice Albertville quarterly. For the 2012 year, Albertville shall pay St. Michael two-thirds of the amount required by paragraph 8 above, which reflects the fact that Albertville provided its own building inspection services for the first four months of 2012.

10. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective for all building inspection services provided to Albertville by St. Michael after May 1, 2012 and shall continue in effect until such time as this Agreement is properly terminated.

GENERAL CONDITIONS

11. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:
 - a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Wright County District Court Administrator and select a mediator by alternately striking names until one remains. St. Michael shall strike the first name followed by Albertville, and shall continue in that order until one name remains.

b. Litigation. If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.

c. Termination. Mediation shall not act as a bar to termination of this Agreement by either party in accordance with the provisions of Paragraph 12 of this Agreement.

12. **TERMINATION.** This Agreement may be terminated by the party desiring that the Agreement be terminated by providing sixty (60) days written prior notice to the other party at any time. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notification.

13. **DOCUMENTS.** All documents relating to building inspections in Albertville, including electronic data prepared under this Agreement, shall be the property of Albertville and will be collected and maintained in a manner as deemed appropriate by Albertville consistent with its records retention schedule. When not using Albertville property files in the field, the Building Inspector shall store all files related to building permits issued by Albertville at the Albertville City Hall.

14. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to building inspection services.

15. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

16. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

i. Notice to: City of St. Michael
City Administrator
11800 Town Center Drive N.E., Suite 300
St. Michael, MN 55376

ii. Notice to: City of Albertville
City Administrator
P.O. Box 9
Albertville, MN 55301

17. **CAPTIONS.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.

18. **WAIVER.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

19. **SUCCESSORS AND ASSIGNS.** St. Michael shall not have the right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of Albertville. St. Michael may substitute for the incumbent Building Inspector in the event of the Building Inspector's absence or separation, or may employ the services of one or more independent contractors in the event the volume of building inspection work at any given time is more than can be adequately addressed by St. Michael's employees.

This Agreement is Accepted by the
City of St. Michael

This Agreement is Accepted by the
City of Albertville

Dated: _____

Dated: _____

Jerry Zachman
Mayor, City of St. Michael

Mark Meehan
Mayor, City of Albertville

Diana Berning
Clerk, City of St. Michael

Tina Lannes
Acting Clerk, City of Albertville

September 27, 2012

SUBJECT: Engineering – Amendment to MnDOT Coop. Const. Agreement No. 99563

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

MOTION TO: Authorize the Mayor and City Clerk to amend MnDOT Cooperative Construction Agreement No. 99563 to allow for additional project funding from the State.

INFORMATION: This amendment to the agreement allows the City to receive an additional \$10,992.00 from the State for additional work incorporated into the project.

KEY ISSUES:

- This agreement allows Albertville to receive MnDOT's participation.
- The original city resolution approving the agreement authorized the Mayor and Clerk to execute any amendments.
- The amendment revises the States participation from \$5,669,744.30 to \$5,680,736.30.

POLICY CONSIDERATIONS: It is the City's Policy for the Mayor and City Council to approve all agreements and contract entered into on behalf of the City.

FINANCIAL CONSIDERATIONS: This agreement amendment allows the City to receive an additional \$10,992.00 from the State for construction of the I94 WB CD road.

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

Submitted Through: Adam Nafstad, PW Director/City Engineer

Department/Responsible Person: Public Works/Adam Nafstad

Reviewed by: RDT

Attachments: Agreement Amendment



Memo

Office of Project Management and Technical Support
Cooperative Agreements Unit
Mail Stop 682, Room 618
395 John Ireland Boulevard
St. Paul, MN 55155

Office Tel: (651) 366-4634
Fax: (651) 366-4769

August 28, 2012

To: Ken Larson, D-3 Baxter
State Aid Assistant

From: Maryanne Kelly-Sonnek *Maryanne K-S*
Municipal Agreements Engineer

Subject: Proposed Amendment No. 99563-1 to
Coop. Const. Agree. No. 99563
City of Albertville
Wright County
S.P. 8680-145 (T.H.94=392)
S.P. 242-010-003
State Funds
State cost for change in pavement design
along the mainline of the construction project

Transmitted herewith are six copies of a proposed amendment to the original agreement with the City of Albertville and Wright County. This amendment provides for a lump sum payment of \$10,992.00 by the State to the City for replacement of EIH joint immediately adjacent to the new construction with a longitudinal, tied joint which will be drilled and grouted in the existing pavement.

Present three separate copies of this amendment to the City Council and Board of County Commissioners for approval and execution that includes original signatures of the City Council and County Board authorized officers. Resolution No. 2012-003, dated January 17th, 2012, passed by the City Council and Resolution No. 12-16, dated February 7th, 2012, passed by the Board of County Commissioners authorized the Mayor, City Administrator and County Clerk to sign the original agreement and any amendments on its behalf.

The executed amendments (three originals of each from the City and County) should be forwarded to this office as soon as possible. A copy will be returned to the City and County when fully executed.

Please send me a copy of your letter transmitting the amendment to the City and County for approval.

cc: File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ALBERTVILLE
And
WRIGHT COUNTY
AMENDMENT NO. 1**

State Project Number (SP):	<u>8680-145</u>	Original Amount Encumbered (Albertville)	
Trunk Highway Number (TH):	<u>94=392</u>		<u>\$5,669,744.30</u>
State Project Number (SP):	<u>242-010-003</u>		
Federal Project Number:	<u>39227, 38165</u>	Amended Amount Encumbered (Albertville)	
			<u>\$10,992.00</u>
		Total Obligation	
			<u>\$5,680,736.30</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Albertville acting through its City Council ("City").

Recitals

1. The State has a contract with the City identified as Mn/DOT Contract No. 99563 ("Original Contract") to provide payment by the State to the City for the State's share of the costs of grading, concrete and bituminous paving, drainage, signals, lighting, and retaining wall construction and other associated construction upon, along and adjacent to Trunk Highway No. 94 from Wright County State Aid Highway No. 19 to 3,200 feet east of Wright County State Aid Highway No. 37 according to City-prepared plans, specifications and special provisions designated by the State as State Projects No. 242-010-003 and No. 8680-145 (T.H. 94=392)("Project"); and
2. Due to a pavement design change by the State on the successive mainline project, the State requested a change in the longitudinal joint construction from the original design; and
3. This Agreement is amended to provide additional payment by the State to the City for Supplemental Agreement No. 1 Part A consisting of a change in pavement design along the mainline of the construction project; and
4. The State and the City are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 7 and 8 is amended to include the following:

7. **Basis of State Cost**
 - 7.2. *State Participation Construction.* The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization, field office, and traffic control.
 - C. In addition to the lump sum of TED funds, the State will pay the final cost of Supplemental Agreement No. 1 Part A estimated at \$10,992.00.
8. **State Cost and Payment by the State**
 - 8.2. *Conditions of Payment.* The State will pay the City the State's total estimated construction cost share, which does not include the contingency amount, in 2 equal payments and the Supplemental Agreement No. 1 Part

A costs in accordance with the Payment Schedule in paragraph D below and as shown in the Amended Revised SCHEDULE "I", after the following conditions have been met:

- A. Encumbrance by the State of the State's total estimated construction cost share ~~and the contingency amount~~, as shown in the Amended Revised SCHEDULE "I".
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the City for the advancement of funds in accordance with the following payment schedule. The 1st payment request must include certification by the City that all necessary parties have executed the construction contract. The 2nd payment request must include certification by the City that the Contractor has been paid for at least 50 percent of the construction contract amount.

Payment Schedule

1st Payment = 50 Percent of State's estimated construction costs as shown in the Revised SCHEDULE "I" upon award of the construction contract.

2nd Payment = ~~Remaining 50 Percent~~ \$2,834,872.15 of anticipated State costs upon completion of 50 Percent of the contract construction.

Supplemental Agreement No. 1 Part A after execution of this Amendment and execution of Supplemental Agreement No. 1 Part A.

8.4. Records Keeping and Invoicing by the City

The State will provide the City with a Payment Processing Package containing instructions and samples of documents for processing final payment for Supplemental Agreement No. 1 Part B of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment for Supplemental Agreement No. 1 Part B:

- A. Copies of the City contractor's invoice(s) covering all contract construction for Supplemental Agreement No. 1 Part B.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction for Supplemental Agreement No. 1 Part B, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment for Supplemental Agreement No. 1 Part B has been made.
- C. A certification form, attached to a copy of the Final Schedule "I" for Supplemental Agreement No. 1 Part B, both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans for Supplemental Agreement No. 1 Part B.
 - ii. Acceptance and approval of all materials furnished for the contract construction for Supplemental Agreement No. 1 Part B relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction for Supplemental Agreement No. 1 Part B.

- D. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction for Supplemental Agreement No. 1 Part B.
- E. A copy of the "as built" plan sent to the District Engineer.
- F. A formal invoice (original and signed) in the amount due the City as shown in the Final SCHEDULE "I" for Supplemental Agreement No. 1 Part B.

8.5. *Final Payment by the State*

Upon completion of all contract construction for Supplemental Agreement No. 1 Part B, the State will prepare a Final SCHEDULE "I" for Supplemental Agreement No. 1 Part B according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final SCHEDULE "I" for Supplemental Agreement No. 1 Part B will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Amendment. If the final cost of the State participation construction for Supplemental Agreement No. 1 Part B exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction for Supplemental Agreement No. 1 Part B is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000034383

CITY OF ALBERTVILLE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

MKS

WRIGHT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

September 26, 2012

SUBJECT: FINANCE DEPARTMENT – OTSEGO FIRE CONTRACT AGREEMENT

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

MOTION TO: Approve the Five Year Fire Service Contract with the City of Otsego

BACKGROUND: Annually the City of Albertville enters into a Fire Service Contract with the City of Otsego. The charge for Albertville services rendered by Otsego is determined by the annual Fire Department Budget split by the percentage of fire district tax capacity for each city.

KEY ISSUES:

- With the growth in the City of Otsego increasing, Otsego has requested to be more involved in the Fire Department Budget Process due to the fact that as they continue to grow their percentage will also increase.
- Changing from an annual agreement to a 5 (five) year contract.
- Creation of a Fire Advisory Subcommittee consisting of two Council members from each City, City Administrators, Finance Directors and the Fire Chief.

POLICY CONSIDERATIONS: The Mayor and Council have an ongoing understanding with the City of Otsego with Fire Service Contract agreement.

FINANCIAL CONSIDERATIONS: The City of Otsego, with the fire contract, pays a percentage of the Fire Department Budget annually.

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

Department/Responsible Person: Finance/Tina Lannes, Finance Director

Reviewed by: RDT

Attachments: City of Otsego Contract

2013-2017 FIRE PROTECTION AGREEMENT WITH THE CITY OF OTSEGO

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

WHEREAS, Otsego desires the services of the fire department of Albertville in case of fires occurring in Otsego, as well as the emergency medical services of Albertville in case of a medical emergency, and

WHEREAS, Albertville maintains a volunteer fire department with emergency medical response capability, which department is available to provide fire protection and emergency medical response services to properties located in Otsego, and

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

1. Albertville, through its fire department, shall provide fire protection and emergency medical response services to those properties in Otsego identified on the Fire District map attached as Exhibit A to this Agreement. Fire service provided by Albertville includes general structural and nonstructural, grass and forest, and vehicle firefighting and general rescue services including vehicle and equipment extraction and general search and rescue, hazardous materials response, fire code enforcement and high level, water and confined space rescue. Such fire protection and emergency medical response services shall be provided from January 1, 2103 through December 31, 2017, unless otherwise terminated pursuant to the terms of this Agreement.
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 response services as described above. Annual payments shall be made in four equal installments on or before every April 1st, July 1st, October 1st and December 31st. The Fire Service Fee shall be calculated by multiplying the adjusted fire department budget 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 Fire District that is located in Otsego divided by the total Taxable Tax Capacity of the entire Fire District, 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 is \$380,000, the Taxable Tax Capacity of the Fire District area in Otsego is \$3,000,000, and the total Taxable Tax Capacity of the entire Fire District 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 of each year detailing the following year’s estimated fire service 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. Otsego and Albertville's respective City Councils shall both appoint Council representatives to a joint Fire Advisory Subcommittee for the purpose of reviewing ongoing fire service under this Agreement, the proposed fire budget, to address issues arising from the Agreement, to review the operating and capital budgets, and to plan for future joint fire and emergency response services. The Subcommittees shall meet at least four (4) times per year. The Subcommittee shall consist of two elected officials from each City, the City Administrator of each City, the Finance Directors from each City and the Albertville Fire Chief. The Subcommittee shall develop a plan to address the long term direction of the department.
4. Albertville shall take all reasonable steps to insure that it has at all times adequate fire fighting and medical personnel and equipment available and ready to provide protection to Otsego's citizens and property as provided for in this Agreement.
5. Albertville shall at all times keep in place adequate insurance coverage to protect Otsego's interests and to fulfill Albertville's obligations under this Agreement.
6. 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.
7. Albertville's obligation to provide fire protection service and emergency medical 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 men and equipment, in the opinion of the Fire Chief or his Deputy in charge, no obligation arises under this agreement on the part of the City of Albertville to answer such call and no person or party shall have recourse against the City of Albertville or City of Otsego for reasonable refusal to answer such call.
 - b. In the event that a sufficient amount of the fire fighting/medical equipment and the number of volunteer firefighters, or both, are committed at the time of the fire call, in sole judgment of the Fire Chief or his Deputy, to fighting pre-existing fires or attending pre-existing medical emergencies, 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 call by Otsego is answered by Albertville, but before the fire in question is extinguished, the fire fighting equipment or volunteer firefighters, or both, are needed to fight another fire in the Fire District or to respond to another emergency elsewhere in the Fire District, the Chief or his Deputy without liability therefore to any person or to Otsego under this agreement, may in his reasonable judgment, redeploy the

firefighting equipment, volunteer firefighters and emergency response equipment as they deem necessary given the competing emergency situations. If a decision is made to leave a pre-existing fire in Otsego, Albertville shall utilize all resources at its disposal to provide alternative services to extinguish the fire in Otsego. The reasonable judgment of the Fire Chief or his Deputy shall be final and no person or party shall have recourse against the City of Albertville or the City of 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 Fire District, Albertville will call for mutual aid to serve one or all such emergencies as deemed necessary by the Fire Chief or his Deputy.
 - e. Third parties shall have no recourse under this Agreement against either party to the Agreement.
8. This agreement shall run for the period set forth in paragraph 1, provided, however, that this Agreement may be terminated by either party following one year's written notice to the other party. In such case, this Agreement shall terminate on the first December 31st following the first anniversary of the termination date (e.g., if a termination notice is served on October 17, 2014, this Agreement would terminate on December 31, 2015). Written notice of termination shall be effective upon personal service of the termination notice upon the City Clerk of the non-terminating city.
 9. Because the City of Albertville has heretofore entered into mutual assistance fire fighting agreements with other municipalities possessing firefighting equipment and firefighters, which equipment and firefighters could be called by the Chief or his Deputy to a fire or other emergency in Otsego, the City of Otsego agrees to pay such additional cost as may be incurred thereby if, in the sole reasonable judgment of the Chief or his Deputy, such additional fire fighting 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 his Deputy. Otsego shall be provided an itemized list and explanation for any additional costs incurred under this section and billed to Otsego.
 10. Albertville shall provide Otsego with the names and addresses of those parties served in Otsego with fire, medical or rescue services along with the incident report from the event. Otsego may bill such parties separately and keep the proceeds from such billings.
 11. 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 the fire department fund.

12. 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 the fire department fund.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2012.

CITY OF ALBERTVILLE

CITY OF OTSEGO

**By: _____
Mark Meehan, Mayor**

**By: _____
Jessica Stockamp, Mayor**

ATTEST:

City Clerk

**Tami Loff
City Clerk**

September 27, 2012

SUBJECT: AGREEMENT TO WAIVE SPECIAL ASSESSMENTS BY OUTLET MALL OWNERS.

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

MOTION TO: Approve Agreement for Waiver of Objection to Special Assessment Associated with Interstate 94/CSAH 19 Improvements.

BACKGROUND: As part of the I-94 Ramps project, the City is proposing to special assess the outlet mall properties in the amounts of \$448,000 (west side of CSAH 19) and \$192,000 (east side of CSAH 19). Adam Nafstad has been working with the owners of the outlet mall in an attempt to reach an agreement on the terms of the special assessment in exchange for the outlet mall agreeing not to appeal the special assessment. After several revisions, Adam and the owners of the Outlet Mall have tentatively agreed upon terms under which the City will modify the timing and term of the Outlet Mall's assessment (but not the amount of the assessment) and the Outlet Mall will waive its right to appeal the assessment. The waiver will save the City tens of thousands of dollars in appeal costs should the Outlet Mall not sign the waiver and decide to appeal the case.

KEY ISSUES:

- The owners of the Outlet Mall agree to waive their right to appeal the special assessments, provided the City does not assess more than the \$448,000 and \$192,000 amounts currently proposed.
- The Outlet Mall's first payment will be delayed until 2014. Interest will accrue during the one-year payment deferral.
- The assessment will be spread over 20 years from the date of the assessment, with the Outlet Mall's last payment occurring in October, 2032. All other properties will be assessed over a period of 10 years.
- The interest rate can be set no higher than 3.28%, which is the rate Staff is proposing for all of the properties being assessed (2% over the PFA bond interest rate), but will begin accruing at the later date of the assessment or when interest starts to accrue on the PFA loan. Since interest has already begun to accrue on the PFA loan, interest on the Outlet Mall assessment will begin on the day the assessment is adopted (October 15th).

POLICY/PRACTICES CONSIDERATIONS: Entering into this assessment agreement eliminates the risk for the City that the assessment will be reduced on appeal. The agreement is very straight forward and very easy to implement, with the City expected to fully perform its end of the agreement by the end of 2013.

AGREEMENT TO WAIVE SPECIAL ASSESSMENTS BY OUTLET MALL OWNERS.

Page 2 of 2

FINANCIAL CONSIDERATIONS: Entering into this Agreement will give the City 100% certainty that the \$640,000 special assessed to the Outlet Mall will not be challenged in Court and thus will not be reduced at all. In addition, the City will avoid tens of thousands of dollars of litigation expenses that would be incurred if an appeal were filed. The one-year deferral will cause a temporary \$32,000 cash flow (shortage) in the first year that will ultimately be made up in full from the Outlet Mall's payments over the life of the assessment.

LEGAL CONSIDERATIONS: The City Attorney strongly recommends this agreement for the certainty it provides to the City and the relative ease of administration.

Submitted Through: Mike Couri, City Attorney/Adam Nafstad, City Engineer/Public Works Director

Department/Responsible Person: Adam Nafstad, City Engineer/Public Works Director

Reviewed by: RDT

Attachments: Agreement for Waiver of Objection to Special Assessment Associated with Interstate 94/CSAH 19 Improvements

**AGREEMENT FOR WAIVER OF OBJECTION TO
SPECIAL ASSESSMENT ASSOCIATED WITH
INTERSTATE 94/CSAH 19 IMPROVEMENTS**

WHEREAS, the City of Albertville ("City") has awarded bids and commenced construction on the installation of an exit ramp from west-bound I-94 to CSAH 19 ("Improvement") in the City of Albertville; and

WHEREAS, the Improvement is identified as State Project Number 8680-145, S.P. No. 242-10-003; and

WHEREAS, the project limits, layout and specifications of the Improvement are detailed in the construction plans ("Plans") bearing the above referenced Project Number and said Plans were approved by the City Engineer on October 15, 2011, by the Wright County Engineer on October 19, 2011, and by the Minnesota State Aid Engineer on the 3rd day of February, 2012; and.

WHEREAS, the City intends to levy a special assessment ("Special Assessment") for a portion of the cost of such Improvement pursuant to Minnesota Statutes, Chapter 429 to the benefitted property, including property owned by CPG Partners, L.P. ("Property Owner") and where no cost overruns are anticipated or will be additionally levied for the improvement, described as follows:

Lot 1, Block 1, Outlets at Albertville, according to the plat of record in the office of the Wright County Recorder, Wright County, Minnesota, ("Parcel A"), said parcel is also known as Wright County Parcel Identification Number ("PIN") 101060001010; and

Lot 1, Block 1, Outlets at Albertville Second Addition, according to the plat of record in the office of the Wright County Recorder, Wright County, Minnesota, ("Parcel B"), said parcel is also known as PIN 101095001010; and

WHEREAS, the City is anticipating that the Special Assessment levy against Parcel A and Parcel B will be in the amounts stated in the Table One below:

Parcel	PIN	Special Assessment
A	101060001010	\$448,000
B	101095001010	\$192,000

WHEREAS, the Property Owner has requested that the City delay the commencement of the payments of the Special Assessment for Parcels A and B and spread the Special Assessment over a 20 year term, along with other terms and conditions; and

WHEREAS, the City has agreed to delay the commencement of the Special Assessment and spread the assessment over a term of 20 years, along with other terms and conditions, in return for the Property Owner waiving its right to appeal the Special Assessment to the Wright County District Court;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Property Owner (collectively, the "Parties") agree as follows:

1. Incorporation of Recitals.

The Recitals set forth above are incorporated into and made part of this agreement ("Agreement").

2. Waiver of Right to Appeal Special Assessment.

Subject to the conditions stated below, Property Owner agrees to waive ("Waiver") any right to appeal or challenge any Special Assessment related to the Improvement in an aggregate amount equal to or less than the amounts specified in Table One above.

3. Conditions.

This Agreement is subject to the following conditions. In the event that any of the conditions are not met, Property Owner may take advantage of all remedies in law and equity that arise out of the breach of this Agreement including, but not limited to, a challenge to any special assessment against Parcel A and Parcel B including the Special Assessment described herein.

- 3.1. The Improvements shall be constructed substantially consistent with the Plans which are incorporated herein by reference and made part of this Agreement, provided that minor modifications to such plans which do not materially alter the

location, proposed use or functionality of the Improvement may be made as deemed necessary by the City Engineer to accommodate actual physical conditions encountered during construction.

- 3.2. The first payment on such Special Assessment shall not be due until the first installment of property taxes due in 2014.
- 3.3. The payment of the Special Assessment shall be spread over a period of not less than 20 years (i.e. with the final payment due with the 2032 property taxes).
- 3.4. The annual interest rate at which interest accrues on the unpaid amount of the Special Assessment shall not exceed a simple interest rate per annum of 3.28%, which will be established on or before October 31, 2012.
- 3.5. In the event the Special Assessment is assessed in accordance with the terms set out above, the City may require that interest begin accruing on the date that interest begins to accrue on the City's permanent debt financing for the Improvement or the date that the Special Assessment is approved, whichever is later.

4. Successors and Assigns

This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the Parties hereto. The rights contained herein may be assigned by Property Owner to any future owner of Parcel A and/or Parcel B.

5. Integration/Entire Agreement

This Agreement is the complete agreement of the Parties. There are no other agreements or promises that have not been stated in this Agreement. The Parties, and each of them (a "Party"), have negotiated this Agreement at arms length, and without duress or coercion, and these negotiations and all prior discussions relating to the subject matter of this Agreement have been and are superseded by this Agreement. This Agreement may not be altered, amended, or modified in any respect or manner, except by a writing duly executed by each Party.

6. No Reliance

The Parties, and each of them, represent and warrant that no promise or inducement has been offered or made except as set forth herein and that they are entering into and executing this Agreement without reliance on any statement or representation by any Party hereto or by any other person(s) acting on their behalf not set forth within this Agreement.

7. Authority to Enter Into Settlement

Each of the undersigned persons hereby warrants that they are authorized to enter into and be fully and forever bound by this Agreement on behalf of the indicated Party. Each of the Parties to this Agreement represent and warrant that no other person or entity has or has had any interests in the claims, demands, obligations, causes of action or disputes referenced in this Agreement; that they have the sole right and exclusive authority to enter into and execute this Agreement.

8. Legal Counsel

Each Party represents that, in the negotiation and execution of this Agreement, it has been advised to and has had the opportunity to consult with an independent lawyer of its choosing.

9. Construction, Interpretation and Severability

Each of the Parties hereto acknowledges and represents that it is fully aware of its rights and responsibilities under this Agreement; that it has read and understands the contents hereof; and that it has voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the preparation and contents of this Agreement, that this Agreement shall not be construed as having been drafted by any one Party, and that accordingly, that this Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based on the plain language of the Agreement and the expressed intent of the Parties. The Parties further agree that if a court rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall nevertheless continue in full force.

10. Choice of Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Minnesota.

11. Effective Date

The effective date of this Agreement shall be the date of the final signature and delivery of the completed Agreement to each of the Parties.

[Balance of Page Left Blank Intentionally]

City Of Albertville Signature Page

City of Albertville

Date: _____

Mark Meehan
Mayor, City of Albertville

City of Albertville

Date: _____

Kim Olson
City Clerk, City of Albertville

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Mark Meehan as Mayor of the City of Albertville, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Kim Olson, as Clerk of the City of Albertville, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

Property Owner Signature Page

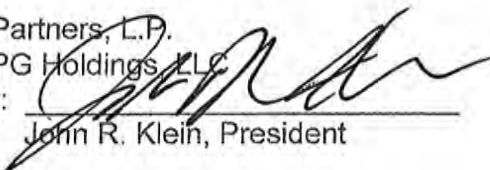
Property Owner

Date: 9/21/12

CPG Partners, L.P.

By: CPG Holdings, LLC


By:


John R. Klein, President

STATE OF New York)

COUNTY OF Kings)

The foregoing instrument was acknowledged before me this 21st day of September 2012, by John R. Klein as President of CPG Holdings, LLC, sole member of CPG Partners, L.P.


SIGNATURE OF NOTARY

YVETTE SOSNOWSKI
Notary Public, State of New York
No. 01SO6164256
Qualified in Kings County
Commission Expires April 16, 2015

This instrument was drafted by:
Couri & Ruppe, P.L.L.P.
705 Central Ave. East
P.O. Box 369
St. Michael, MN 55376
(763) 497-1930

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

RESOLUTION NO. 2012-040

**RESOLUTION APPROVING AN AMENDMENT TO THE ALBERTVILLE
COMPREHENSIVE PLAN ADOPTING THE 2012 VISIONING STUDY AS AN
ADDENDUM TO SAID PLAN, AND ADOPTING THE PROPOSED LAND USE PLAN
DATED JANUARY 18, 2010 INTO SAID PLAN.**

WHEREAS, the City of Albertville commissioned the 2012 Vision Study to define vision, goals, and priorities of the community for the next 20 to 30 years; and

WHEREAS, the 2012 Visioning Study addresses key issues identified through a series of interviews with the City Council, Planning Commission, property owners, and City staff, and establishes goals, priorities, and strategies to address each issue; and

WHEREAS, the 2012 Visioning Study will provide direction for the City in future planning, administration, and investment efforts; and

WHEREAS, the Albertville Planning and Zoning Commission met and held a public hearing on September 11, 2012 to consider the adoption of the 2012 Visioning Study as an addendum to the Albertville Comprehensive Plan, and the adoption of the Proposed Land Use Plan, within the 2012 Visioning Study, into the Albertville Comprehensive Plan; and

WHEREAS, upon hearing staff presentation and public testimony, the Planning and Zoning Commission closed the public hearing and recommended that the City Council approve the adoption of the 2012 Visioning Study as an addendum to the Albertville Comprehensive Plan, and the adoption of the Proposed Land Use Plan into the Albertville Comprehensive Plan; and

WHEREAS, the Albertville City Council met on October 1, 2012 to consider the adoption of the 2012 Visioning Study as an addendum to the Albertville Comprehensive Plan, and the adoption of the Proposed Land Use Plan into the Albertville Comprehensive Plan; and

WHEREAS, the Albertville City Council received the Planning Commission recommendation, and agrees with the recommendation of the Planning Commission; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of Albertville, Minnesota hereby approves the amendment to the Albertville Comprehensive Plan adopting the 2012 Visioning Study as an addendum to said plan, and adopting the Proposed Land Use Plan dated January 18, 2010 into said plan.