



City of Albertville Council Agenda

Monday, October 15, 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**
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. Accept the October 1, 2012 regular City Council meeting minutes as presented (pgs 4-9)
- B. Authorize the Monday, October 15, 2012 payment of claims that includes electronic payments 1461 EFT - 1475 EFT and check numbers 31386 to 31428 as presented (pgs 10-17)
- C. Accept STMA Ice Arena Board Minutes f October 8, 2012 (pgs 18-21)
- D. Adopt Resolution 2012-041 accepting and acknowledging a \$2,000 donation from the Albertville Lions Club to be used in the completion of the Eagle Scout Boardwalk Project (pgs 22-23)
- E. Adopt Resolution 2012-042 accepting a \$200 Refer A Friend donation to the Albertville Fire Department (pgs 24-25)
- F. Approve a 1 Day Temporary Intoxicating Liquor License application submitted by the Albertville Lions for the Albertville Lions 9th Annual Comedy Night on Saturday, October, 20, 2012 (pg 26)

7. PUBLIC HEARINGS

A. I-94 Special Assessment Public Hearing (pgs 27-33)

(Motion to adopt Resolution Number 2012-043 entitled, Resolution Adopting Assessment for W.B. T.H. 94 C-D Road.)

8. DEPARTMENT BUSINESS

A. City Council

1). STMA Ice Arena Board Update

B. Finance

1). Otsego Fire Contract (pgs 34-38)

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

C. City Clerk

1). Website Update

D. Public Works Director/City Engineer

1). I-94 Oral Update

2). Memorial Park (Jessica Weishair) (pgs 39-41)

(Motion to authorize the construction of a memorial park in remembrance of the bus accident that occurred in the spring of 2008, which is to be located on the City owned property located at the northwest quadrant of 62nd and 63rd Street NE, for an estimated amount of \$11,700.)

E. Planning/Zoning

F. Legal

1). Attorney Update (pg 42)

2). Bridget Miller Severance Agreement (pgs 43-51)

(Motion to approve Settlement Agreement and Release of Claims between Bridget Miller and the City of Albertville.)

G. Administration

1). Oct. 29 Joint Meeting Discussion Topics

2). Administrative Assistant/Accounting Clerk Position

(Motion to authorize the posting of the Administrative Assistant/Accounting Clerk position.)

9. ANNOUNCEMENTS and/or UPCOMING MEETINGS

- October 22 Joint Powers Water Board, 6:30 p.m.
- October 29 Joint Meeting with St. Michael and ISD #885, 6:00 p.m.
 Legislative Forum, 7:00 p.m.
- November 6 Election Day, Polls Open 7:00 a.m. to 8:00 p.m.
- November 7 City Council Meeting, 7:00 p.m.
- November 12 Veteran’s Day, City Offices Closed
- November 13 STMA Ice Arena Board Meeting, 6:00 p.m.
 City Council Special Meeting (Canvass Results), 6:30 p.m.
 Planning and Zoning Commission, 7:00 p.m.

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

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

10. ADJOURNMENT

COUNCIL WORKSHOP TO FOLLOW: Central Park Concept



ALBERTVILLE CITY COUNCIL
Monday, October 1, 2012
DRAFT MINUTES

ALBERTVILLE CITY HALL

7:02 PM

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Deputy Mayor Vetsch called the regular City Council meeting to order at 7:02 p.m.

2. ROLL CALL

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

Absent: Mayor Mark Meehan

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, Administrative Assistant/Accounting Clerk Bridget Miller, Sheriff Joe Hagerty, Rob Olson, Tom Dawson, Roger Dernam, Mary and Leander Wetter

3. RECOGNITIONS, PRESENTATIONS AND INTRODUCTIONS

A. STMA Soccer Donation and Update of Activities

Tom Dawson stated the soccer club is continuing to grow and had an increase of 2% in participation in 2011. They have 1,530 kids playing in the area. Albertville hosts the entire 11-12 year old program. The Towne Lakes fields hosted 45 games and The Albert Villas fields hosted 336 practices.

Dawson stated that Tim Guimont and the Public Works staff do an incredible job for the soccer club. They take great care of the fields and should be commended for their work.

Dawson presented a check to the City Council for \$1,200.00 for upkeep of the fields. Council thanked Dawson for the check and for the soccer club's work.

4. CITIZENS OPEN FORUM

Wright County Sheriff Joe Hagerty

Sheriff Hagerty provided an update on recent activity. He stated the Sheriff's Office must confirm the reports that come in and verify facts before they can begin broadcasting information. He stated that Wright County is a very safe place to live, but it is always a good idea to be aware of your surroundings.

Hendrickson asked about the relationship between the Sheriff's Office and the schools. Hagerty replied they have two liaisons in the middle school and one full time officer at the high school. They also meet with a Safe Schools committee made of local community members. He stated that it is the job of the Sheriff's Office to initiate mass communications to ensure they have verified facts. Hendrickson wanted the community to know there is a process in place for how notifications are sent out.

Wright Council Commissioner Candidate Mary Wetter

Wetter explained she was here to introduce herself and to see if Council had any questions for her or concerns to share.

Sorensen asked how residents could obtain information on the Wright County Commission candidates. Wetter replied there is a forum to be held in Monticello on October 9. She added that many candidates also have their own websites.

5. APPROVAL OF THE AGENDA

Motioned by Hendrickson, seconded by Sorensen, to approve the agenda. Ayes: Vetsch, Hendrickson, Sorensen, and Wagner. Nays: None. Absent: Meehan. 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 September 17, 2012 regular City Council meeting minutes as presented
- 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
- C. Approve minor amendments to the Building Services Contract with City of St. Michael
- 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

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

7. PUBLIC HEARINGS – None

8. DEPARTMENT BUSINESS

A. City Council

B. Finance

C.

1). Otsego Fire Department Contract

This item was pulled from the agenda and will come back on October 15.

D. City Clerk

1). Set Special Meeting

Motioned by Hendrickson, seconded by Sorensen, to set a Special Meeting for October 15, 2012 immediately following the regular City Council meeting to discuss the Central Park Concept. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

E. Public Works Director/City Engineer

1). Outlet Mall Assessment Agreement

Nafstad reported that staff has been working with the owners of the Outlet Mall to reach an agreement to modify the timing and terms of the Outlet Mall's assessment for the project in return for waiving the right of appeal for the assessment. This would save the City a large amount of money in appeal costs. The first payment will be delayed until 2014 with interest accruing during the deferral. The assessment will be spread out over 20 years rather than the 10 years. Nafstad stated this is a win-win situation for all involved.

Couri stated that he would highly recommend approval of the agreement. Even though they have been lucky with assessment appeals in the past and the outcomes have been good, it incurs quite a bit of expense to go through an appeal.

Vetsch inquired what happens if the property is sold. Couri replied the assessments stay with the properties.

Wagner asked if the properties could be assessed again when the East I-94 project comes along. Couri explained they could, as each project stands alone.

Vetsch felt the cost of the assessments should be spread out more evenly as there are larger properties out there with a smaller assessment amounts.

Motioned by Sorensen, seconded by Hendrickson, to approve Agreement for Waiver of Objection to Special Assessment Associated with Interstate 94/CSAH 19 Improvements. Ayes: Hendrickson, Sorensen and Wagner. Nays: Vetsch. Absent: Meehan. MOTION DECLARED CARRIED.

F. Planning/Zoning

1). 2012 Visioning Study Presentation

Brixius stated the resolution before the Council will make the study an amendment to the Comprehensive Plan that was done in 1995. It is used as a guide for future growth and priorities and organizes goals and strategies to reach those goals.

Interviews were held with City Council, Planning and Zoning Commissioners, residents and staff to identify areas of concern. The small town atmosphere was a highly repeated theme throughout those interviews. Brixius reviewed the following goals:

- Maintain and protect Albertville's small town atmosphere and identity through long range planning.
- Manage growth that provides quality development and does not fiscally burden the community.
- Maintain and build attractive residential neighborhoods.
- Provide a variety of housing options to meet the life cycle needs of Albertville residents.
- The City will continue to promote commercial development by the City taking advantage of its access to I-94 and the growing population of Albertville and its adjoining communities.
- Promote continued industrial development in order to expand local employment opportunities and the City's tax base.
- The Vision Committee identified commercial and industrial growth as a priority for the community. The City will become more aggressive in its economic development promotion efforts.

- Ensure public facilities are designed and constructed to address the City's long range needs, facilitate development, and contribute to the quality of life in Albertville.
- Maintain Albertville as a financially sound, self-sustaining community.

Vetsch stated that he does not want to see a big growth occur in a short period of time, but rather have a continuous flow of growth throughout the years.

Brixius outlined project priorities and 10-year projects identified by the Vision Committee.

Motioned by Wagner, seconded by Hendrickson, to adopt Resolution 2012-040 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, 2012 into said plan. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

G. Legal

H. 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 Mtg. to Canvass Election Results, 6:30 p.m. Planning and Zoning Commission Meeting, 7:00 p.m.

10. RECESS INTO CLOSED MEETING TO DISCUSS EMPLOYEE EVALUATION

Motioned by Hendrickson, seconded by Wagner, to recess into closed meeting. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

11. RECONVENE INTO REGULAR MEETING

Motioned by Wagner, seconded by Hendrickson, to reconvene into regular meeting. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

12. ACTION ON PROBATIONARY EMPLOYEE STATUS

Motioned by Hendrickson, seconded by Vetsch, to accept the recommendation of the Personnel Committee to terminate employment with Bridget Miller effective Oct. 3, 2012. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

Council felt this was not a reflection on Ms. Miller's character and wished her well.

Motioned by Hendrickson, seconded by Vetsch, to direct staff to prepare a severance package for Bridget Miller based upon the recommendation of the Personnel Committee, but limiting COBRA payments to six months (rather than nine months) by the City if Bridget Miller chooses the COBRA payments over a partial cash-out of sick leave. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

13. ADJOURN MEETING

Motioned by Sorensen, seconded by Hendrickson, to adjourn the meeting at 8:51 p.m. Ayes: Vetsch, Hendrickson, Sorensen and Wagner. Nays: None. Absent: Meehan. MOTION DECLARED CARRIED.

Respectfully submitted,

Kimberly A. Olson, City Clerk

October 10, 2012

SUBJECT: CONSENT - FINANCE DEPARTMENT – PAYMENT OF BILLS

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

MOTION: Authorize the **Monday, October 15, 2012** payment of the claims that includes check numbers **1461 EFT – 1475 EFT** and checks numbered **31386 to 31428** 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. 31402 Fieldstone Family Homes, Inc – refund escrow for 10748 49th Court NE

Check No. 31414 Oak Realty – refund over payment on final water bill for 10137 Karston Ave NE

Check No. 31418 SM Website Solutions – payment for completion of Second Half Phase 1 and first half of Phase 2, as per agreement, for the City of Albertville’s new website.

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#	001461E	10/10/2012	BOLTON & MENK, INC		
E	468-49000-303	Engineering Fees	\$22,017.00	0150597	Observ 2 WB I94 8/4 - 8/31/12
E	468-49000-303	Engineering Fees	\$14,917.50	0150597	Observ 1 WB I94 8/4 - 8/31
E	101-41700-303	Engineering Fees	\$90.00	0150597	General - Mapping 6/23 - 8-31-2012
		Total BOLTON & MENK, INC	\$37,024.50		
Paid Chk#	001462E	10/10/2012	CITY OF ST. MICHAEL		
E	468-49000-303	Engineering Fees	\$13,550.00	10022012-1	I-94 Interchange September 2012 210
		Total CITY OF ST. MICHAEL	\$13,550.00		
Paid Chk#	001463E	10/10/2012	ESS BROTHERS & SONS, INC.		
E	101-43100-402	Repair/Maint - Sidewalks	\$367.65	RR5749	Truncated Domes 2 x 2 No Paint
		Total ESS BROTHERS & SONS, INC.	\$367.65		
Paid Chk#	001464E	10/10/2012	FASTENAL COMPANY		
E	101-43100-400	Repair/Maint - Paved Rd	\$321.15	MNTC486018	2 14 x 125 Fad
		Total FASTENAL COMPANY	\$321.15		
Paid Chk#	001465E	10/10/2012	FYCC		
E	101-45000-598	Pledges & Contributions	\$1,587.42	1063	August 2012 Youth & Family
E	101-45000-598	Pledges & Contributions	\$1,587.42	1064	Sept 2012 Youth & Family
E	101-45000-598	Pledges & Contributions	\$1,587.42	1065	Oct 2012 Youth & Family Programming
		Total FYCC	\$4,762.26		
Paid Chk#	001466E	10/10/2012	GOPHER STATE ONE-CALL		
E	602-49400-209	Locates	\$88.45	47099	Locate tickets
E	601-49450-209	Locates	\$88.45	47099	Locate tickets
		Total GOPHER STATE ONE-CALL	\$176.90		
Paid Chk#	001467E	10/10/2012	N. A. C.		
E	101-41910-306	Planning Fees	\$571.45	20453	Code Enforcement
E	101-41910-306	Planning Fees	\$1,486.95	20453	General Outdoor Storage, CC Mtg, 152 music, RV - Wagener, Planning
E	101-41910-306	Planning Fees	\$717.54	20453	Weisner Memorial
E	101-41910-306	Planning Fees	\$500.00	20454	Sept 2012 Technical Assistance,
		Total N. A. C.	\$3,275.94		
Paid Chk#	001468E	10/10/2012	MVTL LABORATORIES, INC		
E	601-49450-218	Testing Expenses	\$113.40	624981	Chemical Testing 9/27/12
E	601-49450-218	Testing Expenses	\$113.40	625820	Chemical Testing 10/02/2012
		Total MVTL LABORATORIES, INC	\$226.80		
Paid Chk#	001469E	10/10/2012	RANDYS SANITATION		
E	810-00000-384	Refuse/Garbage Disposal	\$75.02	9192012	STMA Arena trash October 2012
		Total RANDYS SANITATION	\$75.02		

Mayor and Council Request for Action – October 15, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk#	001470E	10/10/2012	S & T OFFICE PRODUCTS		
E 101-41400-200	Office Supplies (GENERAL)		\$59.63	01PJ8019	keyboard, wireless, w/mouse
E 101-41910-200	Office Supplies (GENERAL)		\$4.38	01PK0018	pens
E 101-41910-200	Office Supplies (GENERAL)		(\$59.63)	01PK1241	Credit for wireless keyboard - defect
E 101-41910-200	Office Supplies (GENERAL)		\$41.46	01PK1781	combo wireless - Council Chamber
E 101-41910-200	Office Supplies (GENERAL)		\$19.76	01PK1790	wrist rest pad
	Total S & T OFFICE PRODUCTS		\$65.60		
Paid Chk#	001471E	10/10/2012	SHRED RIGHT-A ROHN INDUSTRIES		
E 101-41400-300	Professional Svcs (GENERAL)		\$31.20	133424	Document shredding 9/24/12
	Total SHRED RIGHT-A ROHN INDUSTRIES		\$31.20		
Paid Chk#	001472E	10/10/2012	WRIGHT COUNTY SHERIFFS PATROL		
E 101-42110-307	Police Contract Fees		\$43,737.00	Patrol-12-10	October 2012 Sheriff Patrol
	Total WRIGHT COUNTY SHERIFFS		\$43,737.00		
Paid Chk#	001473E	10/10/2012	WRIGHT-HENNEPIN COOP ELECTRIC		
E 810-00000-381	Electric Utilities		\$29.87		STMA Arena Fire Panel Monitoring
	Total WRIGHT-HENNEPIN COOP ELECTRIC		\$29.87		
Paid Chk#	001474E	10/10/2012	FERRELLGAS		
E 810-00000-212	Motor Fuels		\$43.28	3899	STMA Arena September 2012 gas
	Total FERRELLGAS		\$43.28		
Paid Chk#	001475E	10/10/2012	CTM SERVICES, INC		
E 810-00000-404	Repair/Maint - Machinery/Equip		\$189.15	2432	STMA Arena Wash Water System block check
	Total CTM SERVICES, INC		\$189.15		
Paid Chk#	031386	10/15/2012	2 GUYS LAWN CARE		
E 810-00000-405	Repair/Maint - Buildings		\$60.00	October 2012	STMA Arena Lawn Care - Apply
	Total 2 GUYS LAWN CARE		\$60.00		
Paid Chk#	031387	10/15/2012	A-1 OUTDOOR POWER INC		
E 101-43100-400	Repair/Maint - Paved Rd		\$267.66	305021	PW 14 multi-purpose ring
	Total A-1 OUTDOOR POWER INC		\$267.66		
Paid Chk#	031388	10/15/2012	ALLIED WASTE		
E 605-43200-308	Recycling Contract Fee		\$6,334.01	September 2012	Recycling Service 9/1 - 9/30/12
	Total ALLIED WASTE		\$6,334.01		
Paid Chk#	031389	10/15/2012	APPOLLO SYSTEMS - COMMERCIAL D		
E 101-45100-405	Repair/Maint - Buildings		\$20.31	166346	Monthly Security 5801 Lander Avenue
	Total APPOLLO SYSTEMS -		\$20.31		
Paid Chk#	031390	10/15/2012	ARAMARK UNIFORM SERVICES		
E 101-45100-417	Uniform Rentals		\$12.45	629-7591901	Prks Uniforms
E 602-49400-417	Uniform Rentals		\$12.44	629-7591901	Swr Uniforms
E 101-41940-405	Repair/Maint - Buildings		\$59.84	629-7591901	CH Mats, mop, towels
E 101-43100-417	Uniform Rentals		\$12.44	629-7591901	PW Uniforms
E 601-49450-417	Uniform Rentals		\$12.44	629-7591901	Wtr Uniforms
	Total ARAMARK UNIFORM SERVICES		\$109.61		
Paid Chk#	031391	10/15/2012	CARD SERVICES		
E 810-00000-252	Food/Concessions For Resale		\$41.66	M22750530	STMA Arena Concession supplies
	Total CARD SERVICES		\$41.66		

Mayor and Council Request for Action – October 15, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk#	031392	10/15/2012	CARLSON BUILDING SERVICES, INC		
E 101-42000-200	Office Supplies (GENERAL)		\$23.07	41978	Can liners
E 101-41940-210	Operating Supplies (GENERAL)		\$23.09	41978	Can liners
E 602-49400-210	Operating Supplies (GENERAL)		\$23.09	41978	Can liners
E 601-49450-210	Operating Supplies (GENERAL)		\$23.09	41978	Can liners
E 101-43100-215	Shop Supplies		\$23.09	41978	Can liners
	Total CARLSON BUILDING SERVICES,		\$115.43		
Paid Chk#	031393	10/15/2012	CENEX FLEETCARD		
E 101-43100-212	Motor Fuels		\$343.38	64533C	Fuel Vehicle 3 PW
E 101-45100-212	Motor Fuels		\$343.38	64533C	Fuel Vehicle 3 PW
E 601-49450-212	Motor Fuels		\$173.43	64533C	Fuel Vehicle 4 WWTF
E 602-49400-212	Motor Fuels		\$173.42	64533C	Fuel Vehicle 4 WWTF
	Total CENEX FLEETCARD		\$1,033.61		
Paid Chk#	031394	10/15/2012	CENTERPOINT ENERGY		
E 101-43100-383	Gas Utilities		\$53.96	5361503-5-10-11822 63rd St NE 8/27 - 9/26/12	
E 101-41940-383	Gas Utilities		\$205.68	5361503-5-10-5959 Main Avenue NE 8/27 - 9/26/12	
E 101-41940-383	Gas Utilities		\$15.07	5361503-5-10-5975 Main Avenue NE Gas 8/27 -	
E 810-00000-383	Gas Utilities		\$55.03	5390131-9/12 STMA Aena gas September 2012	
E 601-49450-383	Gas Utilities		\$32.14	September 2012 11728 63rd St NE 8/27 - 9/26/12	
	Total CENTERPOINT ENERGY		\$361.88		
Paid Chk#	031395	10/15/2012	CENTURYLINK - AZ		
E 101-41940-321	Telephone		\$7.38	313117835091	ldst
E 101-41940-321	Telephone		\$18.11	313117835091	taxes & surcharges
E 101-42000-321	Telephone		\$27.75	313117835091	FD 497-7474
E 101-41940-321	Telephone		\$27.75	313117835091	497-3704
E 101-41940-321	Telephone		\$27.75	313117835091	CH 2 497-3695
E 101-45100-321	Telephone		\$27.80	313117835091	PK 497-2215
E 101-42000-321	Telephone		\$30.82	313117835091	FD 497-1340
E 101-43100-321	Telephone		\$30.74	313117835091	WWTF 497-0774
E 101-41940-321	Telephone		\$36.69	313117835091	RB 497-0452
E 101-42000-321	Telephone		\$29.32	313117835091	CH 1 497-0261
E 101-41940-321	Telephone		\$27.75	313117835091	497-3486
E 601-49450-321	Telephone		\$27.75	313117835091	WWTF 497-0269
E 601-49450-321	Telephone		\$28.47	313117835091	WWTF 497-1888
	Total CENTURYLINK - AZ		\$348.08		
Paid Chk#	031396	10/15/2012	CENTURYLINK - NC		
E 101-41940-321	Telephone		\$17.26	09242012	Long distance
	Total CENTURYLINK - NC		\$17.26		
Paid Chk#	031397	10/15/2012	DJS COMPANIES INC.		
E 101-41940-405	Repair/Maint - Buildings		\$293.99	107116	Old Fire Hall - Freon (AC freezing up)
	Total DJS COMPANIES INC.		\$293.99		

Mayor and Council Request for Action – October 15, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk#	031398	10/15/2012	DJS TOTAL HOME CARE CENTER-CH		
E 101-43100-215	Shop Supplies		\$4.26	63869	Spark Plug
E 602-49400-210	Operating Supplies (GENERAL)		\$31.45	64300	Household 32 oz sprayer, TSTP Red
E 602-49400-210	Operating Supplies (GENERAL)		\$16.02	64393	Mineral Spirits 12 oz
E 101-43100-215	Shop Supplies		\$8.54	64395	Oil 2 cycle 3.2 oz pk/6
E 101-45100-210	Operating Supplies (GENERAL)		\$13.88	64403	Rotor Sprnklrpopup
E 101-41940-405	Repair/Maint - Buildings		\$14.49	64418	2 Terra Plant Pots - CH
E 101-45100-210	Operating Supplies (GENERAL)		\$2.13	64431	Pipe Water 3/8 x 24
E 602-49400-210	Operating Supplies (GENERAL)		\$68.31	64450	RSTP Vocoilenm 1 gal, 6 RSTP Red Paint Styred
E 101-45100-210	Operating Supplies (GENERAL)		\$9.55	64452	Clamp
E 101-45100-210	Operating Supplies (GENERAL)		\$2.13	64454	Pipe Water 3/8x24
E 602-49400-210	Operating Supplies (GENERAL)		\$42.73	64574	Fuse, RSTP Vocoilenm Sftred gal
E 101-43100-215	Shop Supplies		\$88.10	64617	Mail boxes, plug, duct tape
E 101-43100-215	Shop Supplies		\$81.19	64636	Plier 7", Plier 8", shovel SqPoint 48",
E 602-49400-210	Operating Supplies (GENERAL)		\$9.60	64637	RSTP Spray Sat Blk
E 101-43100-215	Shop Supplies		\$2.13	64644	Gum Out Start Fluid
E 101-43100-215	Shop Supplies		\$0.84	64722	Couple Insert Poly 1"
E 602-49400-210	Operating Supplies (GENERAL)		\$15.57	64759	Padlock, 2 Plug Sq Head 1/4"
E 601-49450-210	Operating Supplies (GENERAL)		\$21.35	64777	Absorbent Oil Dri 50#
E 101-43100-215	Shop Supplies		\$14.94	64932	Marking Paint white 17 oz
E 101-45100-210	Operating Supplies (GENERAL)		\$13.88	64963	Rotor Sprnklrpopup
Total DJS TOTAL HOME CARE CENTER-CH			\$461.09		
Paid Chk#	031399	10/15/2012	DJS TOTAL HOME CARE CTR-ARENA		
E 810-00000-200	Office Supplies (GENERAL)		\$2.49	64357	STMA Arena softsoap
E 810-00000-405	Repair/Maint - Buildings		\$6.98	64730	STMA Arena fuse, fuse kit
E 810-00000-405	Repair/Maint - Buildings		\$12.15	64737	STMA Arena fastners, lock wash,
E 810-00000-405	Repair/Maint - Buildings		\$60.98	64738	STMA Arena antifreeze, snow
E 810-00000-405	Repair/Maint - Buildings		\$15.99	64750	STMA Arena Antifreeze
E 810-00000-405	Repair/Maint - Buildings		\$2.99	64752	STMA Arena Disc bullet
Total DJS TOTAL HOME CARE CTR-ARENA			\$101.58		
Paid Chk#	031400	10/15/2012	EMERGENCY MEDICAL PRODUCTS		
E 101-42000-230	Medical Supplies		\$64.60	1495249	FD Medisense Precision Xtra Test
Total EMERGENCY MEDICAL PRODUCTS			\$64.60		
Paid Chk#	031401	10/15/2012	FEHN COMPANIES, INC		
E 602-49400-407	R/M - Water Mains		\$164.02	26558	screened sand, delivery, fuel
Total FEHN COMPANIES, INC			\$164.02		
Paid Chk#	031402	10/15/2012	FIELDSTONE FAMILY HOMES, INC		
G 101-22800	Landscaping Escrow		\$2,750.00	10/03/12	Escrow refund 10748 49th Court NE
Total FIELDSTONE FAMILY HOMES, INC			\$2,750.00		
Paid Chk#	031403	10/15/2012	G.S.T., INC D/B/A ARENA SYSTEM		
E 810-00000-405	Repair/Maint - Buildings		\$1,495.00	AS 18373	STMA Arena goal frame package, frame tie
Total G.S.T., INC D/B/A ARENA SYSTEM			\$1,495.00		
Paid Chk#	031404	10/15/2012	HASSAN SAND & GRAVEL, INC.		
E 101-43100-402	Repair/Maint - Sidewalks		\$59.85	88074	Pulverized & Screened topsoil 4 yards
Total HASSAN SAND & GRAVEL, INC.			\$59.85		
Paid Chk#	031405	10/15/2012	HENRYS WATERWORKS, INC		
E 602-49400-210	Operating Supplies (GENERAL)		\$184.48	16062	5 Valve Box riser, 5 1 1/2 " VB risers,
Total HENRYS WATERWORKS, INC			\$184.48		

Mayor and Council Request for Action – October 15, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk# 031406	10/15/2012	JOINT POWERS BOARD			
E 602-49400-371	JPDIST COMBO		\$2,604.75	Sept 2012	6 JP Dist II low
E 602-49400-376	JP Fed Wtr Test		\$1,215.22	Sept 2012	1 Fed Wtr Test
R 602-00000-37170	WAC - City		\$2,001.00	Sept 2012	WAC
E 602-49400-374	JP Dist Pen		\$1,553.28	Sept 2012	5 JP Dist Pen
E 602-49400-377	JP Fed Wtr Test Pen		\$24.99	Sept 2012	1 Fed Wtr Test Pen
E 602-49400-375	JP Access		\$14.00	Sept 2012	4 JP Access
E 602-49400-372	JP Dist		\$109,035.50	Sept 2012	5 JP dist
	Total JOINT POWERS BOARD		\$116,448.74		
Paid Chk# 031407	10/15/2012	MEINY S DIGGERS			
E 602-49400-407	R/M - Water Mains		\$7,907.50	7040	Repair 8/16 57th & Lake, 8/29 Main & 58, 8/30 55 & Lake, 9/25 55 & Lannon,
	Total MEINY S DIGGERS		\$7,907.50		
Paid Chk# 031408	10/15/2012	MENARDS - BUFFALO			
E 601-49450-210	Operating Supplies (GENERAL)		\$211.15	4824	tripod worklight, wire brush, brush set, replacements, glove, paint mixer, roller
	Total MENARDS - BUFFALO		\$211.15		
Paid Chk# 031409	10/15/2012	MINNESOTA COPY SYSTEMS			
E 101-42000-412	Building Rentals/Admin Fee		\$117.04	96440	FD Copier
	Total MINNESOTA COPY SYSTEMS		\$117.04		
Paid Chk# 031410	10/15/2012	MTR SERVICES INC			
E 101-43100-403	Repair/Maint - Catch Basins		\$3,913.75	4498a	10582 & 10602 Karston Ave NE concrete, sealer
	Total MTR SERVICES INC		\$3,913.75		
Paid Chk# 031411	10/15/2012	NAPA AUTO PARTS			
E 601-49450-404	Repair/Maint - Machinery/Equip		\$18.23	724098	WWTP door handle - interior 2000
E 810-00000-404	Repair/Maint - Machinery/Equip		\$59.01	837965	STMA Arena Oil & Oil filter
E 101-43100-404	Repair/Maint - Machinery/Equip		\$76.04	837965	Trailer Wire Harness Adapter, oil filter,
E 810-00000-404	Repair/Maint - Machinery/Equip		\$18.21	837966	STMA Arena Prestone
E 101-43100-404	Repair/Maint - Machinery/Equip		(\$15.11)	837980	Credit return from invoice 837965
	Total NAPA AUTO PARTS		\$156.38		
Paid Chk# 031412	10/15/2012	NEXTERA COMMUNICATIONS			
E 601-49450-321	Telephone		\$27.27	94666 10-1-123%	Phone/Data Network
E 101-41940-321	Telephone		\$181.78	94666 10-1-1220%	Phone/Data Network
E 602-49400-321	Telephone		\$27.27	94666 10-1-123%	Phone/Data Network
E 101-41940-321	Telephone		\$545.33	94666 10-1-1260%	Phone/Data Network
E 101-43100-321	Telephone		\$63.62	94666 10-1-127%	Phone/Data Network
E 101-42000-321	Telephone		\$63.62	94666 10-1-127%	Phone/Data Network
	Total NEXTERA COMMUNICATIONS		\$908.89		
Paid Chk# 031413	10/15/2012	NORTHERN TOOL & EQUIPMENT			
E 601-49450-587	Capital - Tools		\$641.45	28807	4" cup brush, scaffold, 4 outriggers, 2
	Total NORTHERN TOOL & EQUIPMENT		\$641.45		
Paid Chk# 031414	10/15/2012	OAK REALTY			
R 602-00000-99999	UNALLOCATED UTILITY		\$32.91	9/18/12	Refund Water Bill 10137 Kartson
	Total OAK REALTY		\$32.91		
Paid Chk# 031415	10/15/2012	OMANN BROTHERS			
E 101-43100-400	Repair/Maint - Paved Rd		\$117.17	10013	SPWEA240B 2.01
E 101-43100-400	Repair/Maint - Paved Rd		\$294.94	10030	SPWEA240B 5.06
E 101-43100-400	Repair/Maint - Paved Rd		\$58.88	9971	SPWEA240B 1.01
	Total OMANN BROTHERS		\$470.99		
Paid Chk# 031416	10/15/2012	PICK ELECTRIC			
E 810-00000-405	Repair/Maint - Buildings		\$200.00	8182012	STMA Arena Add phone jack,
	Total PICK ELECTRIC		\$200.00.		

Mayor and Council Request for Action – October 15, 2012
Finance – Payment of Claims

			Check Amt	Invoice	Comment
Paid Chk# 031417	10/15/2012	SCR, INC - ST. CLOUD			
E 810-00000-405	Repair/Maint - Buildings		\$583.33	255025	STMA Arena blanket maintenance -
E 810-00000-405	Repair/Maint - Buildings		\$259.03	255530	STMA Arena Install slow closing
	Total SCR, INC - ST. CLOUD		\$842.36		
Paid Chk# 031418	10/15/2012	SM WEBSITE SOLUTIONS INC.			
E 101-41940-530	Capital - Improvements		\$1,000.00	204	Second Half of Phase 1
E 101-41940-530	Capital - Improvements		\$500.00	204	First Half of Phase 2
	Total SM WEBSITE SOLUTIONS INC.		\$1,500.00		
Paid Chk# 031419	10/15/2012	SPRINGSTED			
E 101-41000-300	Professional Svcs (GENERAL)		\$1,652.33	1	Prof ser 7/23/12 - 8/29/12 Final billing city admin
	Total SPRINGSTED		\$1,652.33		
Paid Chk# 031420	10/15/2012	SUN PRESS & NEWSPAPERS			
E 101-41100-351	Legal Notices Publishing		\$208.43	1401520	Assessment Hearing
	Total SUN PRESS & NEWSPAPERS		\$208.43		
Paid Chk# 031421	10/15/2012	THISTLE ADVISORY & CONSULTING			
E 101-41100-300	Professional Svcs (GENERAL)		\$5,967.50	16	Council prep, transition plan, meetings, Ice Arena, personnel matters, phone
	Total THISTLE ADVISORY &		\$5,967.50		
Paid Chk# 031422	10/15/2012	T-MOBILE - 828941579			
E 101-42000-321	Telephone		\$79.99	828941579-10-	612-685-6383 FD
E 101-41400-323	Cell Phones		\$18.37	828941579-10-	Usage charges
E 101-41400-323	Cell Phones		\$31.99	828941579-10-	763-913-5114 CH
E 101-41400-323	Cell Phones		\$15.68	828941579-10-	Taxes & surcharges
E 101-41500-323	Cell Phones		\$69.99	828941579-10-	612-599-1929 Fin Dept
E 101-41750-323	Cell Phones		\$69.99	828941579-10-	612-328-0878 PW Eng
E 101-41400-323	Cell Phones		(\$39.60)	828941579-10-	Credits/adjustments
	Total T-MOBILE - 828941579		\$246.41		
Paid Chk# 031423	10/15/2012	TRYCO LEASING INC			
E 101-41400-413	Office Equipment Rental		\$134.98	6436	Copier lease
E 101-42000-404	Repair/Maint - Machinery/Equip		\$113.64	6436	Copier lease
E 604-49960-413	Office Equipment Rental		\$16.69	6436	Copier lease
E 101-41400-413	Office Equipment Rental		\$125.11	6436	Copier lease
E 602-49400-413	Office Equipment Rental		\$20.85	6436	Copier lease
E 601-49450-413	Office Equipment Rental		\$49.49	6436	Copier lease
E 601-49450-413	Office Equipment Rental		\$45.87	6436	Copier lease
E 602-49400-413	Office Equipment Rental		\$22.50	6436	Copier lease
E 604-49960-413	Office Equipment Rental		\$18.00	6436	Copier lease
	Total TRYCO LEASING INC		\$547.13		
Paid Chk# 031424	10/15/2012	VANCE BROS INC.			
E 101-43100-400	Repair/Maint - Paved Rd		\$155.08	49053	53 gal SS-IH and 2 lids
	Total VANCE BROS INC.		\$155.08		
Paid Chk# 031425	10/15/2012	WASTE MANAGEMENT			
E 101-43100-384	Refuse/Garbage Disposal		\$82.54	6281805-1593-2	PW Trash
E 601-49450-384	Refuse/Garbage Disposal		\$78.76	6281805-1593-2	WWTF Trash
E 101-45100-384	Refuse/Garbage Disposal		\$104.66	6281805-1593-2	Parks Trash
	Total WASTE MANAGEMENT		\$265.96		
Paid Chk# 031426	10/15/2012	WEIDNERS PLUMBING & HEATING CO			
E 101-41940-405	Repair/Maint - Buildings		\$609.86	235912	Cold air flow main floor, reset boilers, drained 2 boilers
E 101-41940-405	Repair/Maint - Buildings		\$500.00	235913	Too much air flow above ceiling fans, adding 2 supply registers, relocated
	Total WEIDNERS PLUMBING & HEATING		\$1,109.86		
Paid Chk# 031427	10/15/2012	XCEL ENERGY			
E 101-43160-381	Electric Utilities		\$2.01	51-6901038-0-10820 Kantar Court NE - siren 9/3 -	
E 101-43160-381	Electric Utilities		\$2,811.26	51-6901038-0-Street Lights 9/3/12 - 10/2/12	
	Total XCEL ENERGY		\$2,813.27		

			Check Amt	Invoice	Comment
Paid Chk# 031428	10/15/2012	ZEE MEDICAL SERVICE			
E 101-41400-200		Office Supplies (GENERAL)	\$169.54	54038057	CH Medical Supply kit refill
		Total ZEE MEDICAL SERVICE	\$169.54		
		10100 Premier Bank	\$264,647.11		

Fund Summary

10100 Premier Bank	
101 GENERAL FUND	\$77,588.25
468 CSAH 19 RAMPS/I 94 Project	\$50,484.50
601 SEWER FUND	\$1,706.14
602 WATER FUND	\$125,289.35
604 STORM WATER	\$34.69
605 Recycling Fund	\$6,334.01
810 STMA ARENA	\$3,210.17
	\$264,647.11

ST. MICHAEL-ALBERTVILLE ARENA BOARD MINUTES

October 8, 2012

6:00 p.m.

Present: Chairman Jeff Lindquist and Members Larry Sorensen, Dan Wagner, Gayle Weber, Chris Schumm, and Kevin Kasel. Also present were: Arena Manager Grant Fitch; City of Albertville Finance Director Tina Lannes and City of Albertville Engineer/Public Works Director Adam Nafstad. Also present several members from the Youth Hockey Association. The meeting was called to order at 6:03 p.m. by Chairman Lindquist.

Set Agenda

Members Schumm/Wagner **moved** to set the agenda as presented. All voted aye (Member Weber absent at this vote).

Approval of Minutes

Members Sorensen/Schumm **moved** to approve the minutes of the September 10, 2012 Board Meeting. All voted aye.

Finance Reports

Members Weber/Kasel **moved** to approve the September 2012 list of claims in the amount of \$12,236.44 and the September Financial Report as presented. All voted aye.

Lannes provided an update, in the memo form, in regards to working with Mike Marhula from Youth Hockey Association on the financial records. Lannes mentioned it has been a pleasure to work with Mike on this issue.

Arena Manager's Report

Fitch provided the board with a report of ice usage and operation for September 2012 mentioning October Prime Time hours booked totaling 226 hours. In addition Mr. Fitch updated the board on advertising signs and working with the Youth Hockey Association about taking over the Advertising. The Contract with Franklin Outdoor Advertising is up for renewal in May of 2013. Mr. Fitch will work out possible details of the proposed arrangement with the Youth Hockey Association in regards to advertising and bring it back to the STMA Arena Board at a later date.

Fitch requested to move forward with repairs on the Olympia Zamboni. Fitch reported that two weeks ago the machine died due to an ignition issue and Ryan Zachman came and fixed a short in the ignition system. After that Mr. Fitch used the machine and it died a few more times due to a safety shut off under the seat. The seat was replaced at a cost of around \$800 which solved that issue. The Zamboni needs repairs, if the repairs are not completed and they fail, the machine would not run. If the machine doesn't run, that would cause down time (cancelation) of booked ice time.

Kassel/Schumm **motioned** to approve the Arena Managers recommendation to perform maintenance on the Zamboni with the estimated cost of \$2,537.03. All voted aye.

New Business

Adam Nafstad presented to the board information on the I-94 Assessment Notice that was sent to the School District and the STMA Arena. Nafstad stated that we have to show the assessment, but there was a plan where the City of Albertville would take care of these small assessments with funds from the project. Therefore, there would be no monies, if approved by the Albertville City Council, required from the Arena, School District or the City of St. Michael.

Member Weber inquired why the school district was still an owner. Member Wagner mentioned that he believed there was a sunset on the parcel depending on if a second sheet of ice was built or not. Chairman Lindquist made a note that he would check on the parcel and why it is still under the name of the school.

Steve Gapinski, from the Youth Hockey Association, presented a Youth Hockey Arena Proposal to the Board. Highlighting that with the Mighty Ducks Grant the cities are not allowed to sell the arena or the land. Also, leasing the arena and the land is an option, but that doesn't work for youth hockey because without the assets as collateral, the bank loan and terms make the success of the second sheet unlikely.

Gapinski moved into the current arena financials and invited Mike Marhula, CPA, to present his findings. Mr. Marhula presented the board with a comparison of annual financials over the past few years that he had worked on with Mrs. Lannes. Marhula provided a comparative schedule listing net income/loss, but removed depreciation to get cash generated by operations. He stated that the cash flow each year is available for debt service or purchasing capital equipment. Marhula added that the Arena is cash flowing which is good. Gapinski mentioned that the cash flow shows that the Arena is generating funds to pay debt service. The Arena is cash flow positive and the \$50,000 can be used to fund a second sheet of ice. Youth Hockey wants to make that project tax neutral.

Lannes mentioned that if we take the entire positive cash flow, not saving funds from depreciation, for the second sheet of ice that leaves no funds for capital improvements, zamboni replacement or building maintenance or major repairs on equipment. Gapinski acknowledged that was a good point, but Youth Hockey would like to add a line item in the budget annually for these issues. With a second sheet of ice, Youth Hockey believes there are alternative revenue sources that can be generated during the off season such as home shows, soccer, baseball and other opportunities during that time. They believe it will become a gathering place, multipurpose facility, but a feasibility study would show that on a conservative side. Kassel stated that there is a reason for the amortization schedule because products, buildings and machines only last a certain amount of time. Depreciation over time provides a funding source so these items can be replaced. Kassel doesn't want that point to be ignored and just replaced with a maintenance line item in the budget, so it should be looked at. Kassel mentioned that funding needs should be treated as if we have to meet that depreciation number because that is what will eventually have to be put back into the building and maybe even a little more. He continued by mentioning that the board must be careful how it looks at this and follow the sound accounting principles so they don't cause a disservice to the taxpayer for replacement costs and therefore look at maintaining the depreciation expense and keep it in there for future planning.

Gapinski continued his presentation mentioning that Youth Hockey wants to update the feasibility study to determine if a second sheet of ice can be supported with cash flow. Also, the study would help determine if a second sheet could cash flow, the size of the project the revenues could support.

District Five Director, Doug Kephart, informed the board about the program, districting and tournaments. District Five has 3,500 skaters and the largest association, for the second year in a row in District Five, was St. Michael-Albertville having 500-550 skaters. He discussed the economic impacts that tournaments can have for a community and hockey in general. St. Michael-Albertville Youth Hockey Association operates on one sheet of ice and Kephart stated his second and third largest associations in District Five have more. St. Cloud (2nd) uses four arenas and Buffalo (3rd) uses two sheets of ice. During the discussion of tournaments, Member Sorensen asked Kephart what Minnesota Hockey would need for the second sheet of ice to run a successful tournament, and would this include locker rooms. Kephart responded by saying he needs some type of locker rooms for both sheets to be

successful. Gapinski added that currently the arena is only short one locker room for the second sheet of ice. Lannes asked about bleacher needs because the last plan removed the bleacher seating. Kephart stated there are no requirements, but hockey families love to watch hockey so it is all about amenities and convenience for the spectators and skaters. Although bleachers are not required adding additional items to the facility helps sell the program. Schumm asked Youth Hockey if they would fundraise for bleachers. Gapinski stated if the building shell is built, then with tournaments and fundraisers the improvements such as bleachers would be put in overtime. He also stated that a second zamboni would be need for a second sheet of ice, maybe not right away, but in the future it would be necessary.

Shelley Williams from District 5 U12A Region Tournament discussed how the tournament works and that last time they held it in Albertville over 400 people came through the Arena doors. They provided a program and involved local businesses along with 109 volunteers to run the games. Kurt Sjin mentioned the board asked about how does Minnesota Hockey handle overtime charges. Kephart stated that the tournament is set up to be a fundraiser so if charged for additional ice time it decreases the fundraising dollars collected and there is no policy or rule to address excessive overtime.

Gapinski continued the presentation from Youth Hockey by providing an example of a lease revenue bond payment schedule for illustration purposes only. He also noted that currently bond interest rates are at an all time low. Sorensen asked about bond rates going up on sports facilities due to defaulting. Gapinski mentioned that there are not a lot of bonds issued for just a sports facility it is usually issued with a combination of other projects and that lease revenue bonds hold a slightly higher interest rate than a G.O. bond.

Gapinski presented the Youth Hockey proposal for a second sheet of ice which consists of \$200,000 up front upon bond sale (a check written to the Arena Board from Youth Hockey), Youth Hockey would also cover up to 25% of any potential debt service shortage for the life of the debt, Voting membership for Youth Hockey on the Arena Board and Youth Hockey granted first right of hours on the second sheet of ice. Chairman Lindquist stated this proposal should be presented to all entities at a joint meeting, but the next agenda is full. Gapinski mentioned that the feasibility study needs to be updated and requested that the STMA Arena Board split the \$6,000-\$8,000 cost with Youth Hockey since they paid for the first study.

Kassel stated one thing that needs to be discussed is if something happens to Youth Hockey that the three entities are responsible to cover the debt of a second sheet of ice. He also acknowledged that the challenge is that Youth Hockey Association can say they will cover the costs, but nothing under law binds them as an organization. Therefore, acknowledging the good intentions, the risk is that Youth Hockey could dissolve and that is where, as public officials, the debt has to be covered by the entities of the joint ownership. Kassel also mentioned there may be a legal issue about voting rights on the board for Youth Hockey; this would need to be checked into.

Sorensen and Schumm suggested scheduling a special joint meeting at a later date. Gapinski preferred that so they could have the feasibility study completed before the presentation. Chairman Lindquist referred to previous policy set upon building the second sheet of ice and suggested all the information should be ready before the presentation. He acknowledged all the hard work Youth Hockey has already done for the second sheet of ice proposal and suggested it not be rushed and to present when the information has been compiled.

Kassel/Sorensen motioned to fund, from operating revenue, a part of the feasibility study not to exceed \$4,000. All voted aye.

Chairman Lindquist discussed setting the next meeting for Tuesday, November 13, 2012 due to the holiday as requested by Mrs. Lannes. The meeting will be held on Tuesday, November 13, 2012 at 6:00 p.m. and set to adjourn at 6:30 p.m. due to other meetings scheduled for the three entities.

Adjourn

Members Kassel/Sorensen moved to adjourn at 7:40 p.m. All voted aye.

Attest:

Tina Lannes, Finance Director

October 11, 2012

SUBJECT: CONSENT – CITY CLERK – LIONS DONATION TO THE CITY OF ALBERTVILLE

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

MOTION TO: Adopt Resolution 2012-041 acknowledging a \$2,000.00 donation from the Albertville Lions to the City of Albertville for the Eagle Scout Boardwalk Project.

BACKGROUND: The Albertville Lions have generously donated funds to the City of Albertville for many purposes throughout the years.

Zack Peterson, of St. Michael, is working towards his Eagle Scout merit award and is looking to construct a boardwalk through the wetland on the west side of the Fire Hall. The boardwalk would be designed to link 57th Street NE with Central Park. Zack has been working with the Parks Commission and the Lion's Club. The Lions Club has donated a check for \$2,000 for the project.

KEY ISSUES:

- None.

POLICY/PRACTICES CONSIDERATIONS: The Mayor and City Council routinely acknowledge and accept donations.

FINANCIAL CONSIDERATIONS: Because of the Albertville Lion's donation, the boardwalk can be constructed. This was a non-budgeted item.

LEGAL CONSIDERATIONS: The Mayor and City Council are required by Minnesota State Statute to acknowledge and accept all donations by resolution.

Submitted Through: Kim Olson, City Clerk

Department/Responsible Person: City Clerk/Kim Olson

Reviewed by: RDT

Attachments: Resolution 2012-041

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

RESOLUTION NO. 2012-041

**A RESOLUTION ACKNOWLEDGING A DONATION
FROM THE ALBERTVILLE LIONS**

WHEREAS, the City of Albertville is authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the City of Albertville has received a donation in the amount of \$2,000 from the Albertville Lions for construction of a boardwalk in Central Park as part of an Eagle Scout project; and

WHEREAS, the City Council would like to thank the Albertville Lions and commend them for their support.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Albertville, Minnesota, that the donation be accepted and acknowledged with gratitude.

Adopted this 15th day of October, 2012 by the City Council of the City of Albertville.

Mark Meehan, Mayor

Kimberly A. Olson, City Clerk

October 11, 2012

SUBJECT: CONSENT – CITY CLERK – REFER A FRIEND DONATION TO THE ALBERTVILLE FIRE DEPARTMENT

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

MOTION TO: Adopt Resolution 2012-042 acknowledging a \$200.00 anonymous donation to the Albertville Fire Department.

BACKGROUND: The City of Albertville and Albertville Fire Department routinely receive donations. The City has received two checks, each for \$100.00, to the Albertville Fire Department from the Refer a Friend program.

KEY ISSUES:

- None.

POLICY/PRACTICES CONSIDERATIONS: The Mayor and City Council routinely acknowledge and accept donations.

FINANCIAL CONSIDERATIONS: There is no significant impact on the budget.

LEGAL CONSIDERATIONS: The Mayor and City Council are required by Minnesota State Statute to acknowledge and accept all donations by resolution.

Submitted Through: Kim Olson, City Clerk

Department/Responsible Person: City Clerk/Kim Olson

Reviewed by: RDT

Attachments: Resolution 2012-042

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

RESOLUTION NO. 2012-042

**A RESOLUTION ACKNOWLEDGING AN
ANONYMOUS DONATION TO THE
ALBERTVILLE FIRE DEPARTMENT**

WHEREAS, the City of Albertville is authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens; and

WHEREAS, the City of Albertville has received a donation in the amount of \$200 for the Albertville Fire Department through the Refer A Friend Program; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Albertville, Minnesota, that the donation be accepted and acknowledged with gratitude.

Adopted this 15th day of October, 2012 by the City Council of the City of Albertville.

Mark Meehan, Mayor

Kimberly A. Olson, City Clerk

October 11, 2012

**SUBJECT: CONSENT – CITY CLERK – 1 DAY TEMPORARY ON-SALE
INTOXICATING LIQUOR LICENSE APPLICATION FOR ALBERTVILLE LIONS**

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

MOTION TO: Approve a 1-Day Temporary On Sale Intoxicating Liquor License for the Albertville Lions in conjunction with their 9th Annual Comedy Night and Dinner to be held on Saturday, October 20, 2012 at St. Albert's Parish.

BACKGROUND: The City Code and State Liquor Laws allow for temporary on-sale intoxicating liquor licenses for clubs and charitable, religious or non-profit organizations. The Albertville Lions have submitted an application for such a license for October 20, 2012 from 5-10 p.m. at St. Albert's Parish. The event is their 9th Annual Comedy Night and Prime Rib Dinner. The Albertville Lions have annually held at least one event per year with this type of license in the last several years.

KEY ISSUES:

- The license is contingent upon the approval from the Minnesota Gambling and Alcohol Enforcement Division.
- A Certificate of Insurance for Dram Shop must be provided. The Albertville Lions have submitted that insurance to the City.

POLICY/PRACTICES CONSIDERATIONS: The City Council has routinely approved temporary 1-Day On-Sale Intoxication Liquor Licenses for the Albertville Lions in the past and the City has received no complaints or concerns.

FINANCIAL CONSIDERATIONS: There is a fee of \$220.00 for the license and it has already been submitted to the City.

LEGAL CONSIDERATIONS: The Mayor and City Council have the authority to review and direct staff to take action regarding liquor license applications received by the City of Albertville.

Submitted Through: Kim Olson, City Clerk

Department/Responsible Person: City Clerk/Kim Olson

Reviewed by: RDT

Attachments: None

October 10, 2012

SUBJECT: I-94 WESTBOUND COLLECTOR – DISTRIBUTOR ROAD IMPROVEMENTS

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

MOTION: Adopt **Resolution Number 2012-043** entitled, Resolution Adopting Assessment for W.B. T.H. 94 C-D Road.

BACKGROUND: Pursuant to Minnesota Statutes, Chapter 429, it is proposed to assess benefited properties for a portion of the cost of the interchange improvement. This resolution approves the assessment role and imposes a special assessment, in the amount shown, for each parcel included on the roll.

The assessment roll includes 86 parcels receiving special benefit from the improvements. The assessments range from approximately \$41 to \$448,000 per parcel for cumulative total assessment of \$945,196.12.

It is proposed that the term of the assessment be 10 (ten) years from the date of the assessment with an interest rate of 3.28%, which is 2% over the PFA bond rate and consistent with past practice.

In accordance with the M.S. Chapter 429 requirements, all properties to be assessed have been properly noticed.

KEY ISSUES:

- A public hearing will be conducted at the October 15th meeting, prior to consideration of the resolution.
- After taking public comment, the City Council may lower one or more of the proposed special assessments, but may not increase any proposed assessment.
- The resolution is required by the M.S., Chapter 429, to impose the assessment.
- No changes to the proposed assessment role have been made since it was presented as part of the feasibility report, or was accepted in preliminary form.
- The term of assessment is 10 (ten) years, with an interest rate of 3.28%.
- The adopted assessment role will be certified with the county in November of 2012 for the levy to commence in 2013.
- The special assessments will be pledged to pay the PFA loan the City took out to finance the ramp project.

Mayor and Council Communication – October 10, 2012
Engineering – I-94 WESTBOUND COLLECTOR – DISTRIBUTOR ROAD IMPROVEMENTS

Page 2 of 2

- The City must special assess at least 20% of the \$4.113 million PFA loan amount in order for the City's debt to be properly issued. The proposed assessment exceeds the 20% requirement.

POLICY CONSIDERATIONS: The City Council has the authority to assess project costs to benefitting properties.

FINANCIAL CONSIDERATIONS: The proposed total assessment represents approximately \$945,000 of project funding. If a lesser amount is assessed, additional monies will have to be levied to repay the PFA loan. The City must assess at least \$822,600 in order to meet statutory debt issuance requirements.

LEGAL CONSIDERATIONS: The Mayor and Council have the authority to assess benefitting properties the cost of making a local improvement. M.S. Chapter 429 requires a public hearing, with proper notice, be held prior to adoption of assessments.

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

Department/Responsible Person: Public Works/Adam Nafstad

Reviewed by: RDT

Attachments: Resolution No. 2012-043, with Exhibit

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

RESOLUTION NO. 2012-043

**RESOLUTION ADOPTING ASSESSMENT FOR
W.B. T.H. 94 C-D Road**

WHEREAS, pursuant to proper notice duly given as required by law, the Albertville City Council has met and heard and passed upon all objections to the proposed assessment for the improvement of Interstate 94 and CSAH 19 access by the addition of a westbound collector-distributor (C-D) interchange connection between CSAH 37 and CSAH 19. The interchange improvements include reconfiguring the existing half diamond at CSAH 19 and full diamond at CSAH 37 with a C-D road under CSAH 37. The improvements will provide access to CSAH 19 for westbound traffic;

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. The assessment levied by this resolution upon those properties identified by PID #101060001010 and 101095001010 shall be payable in equal annual principal installments extending over a period of twenty years, the first of the installments to be payable on or before the first Monday of January, 2014, and shall bear interest at a rate of 3.28% per annum from the date of this resolution until December 31, 2014. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The assessment levied by this resolution upon all properties other than those set forth in paragraph 2 above shall be payable in equal annual principal installments extending over a period of ten years, the first of the installments to be payable on or before the first Monday of January, 2013, and shall bear interest at a rate of 3.28% per annum from the date of this resolution until December 31, 2013. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

City of Albertville

County of Wright

Resolution No. 2012-043

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4. The owner of any property so assessed may, at any time prior to the certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and he may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

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

ADOPTED by the City Council this 15th day of October 2012.

Mark Meehan, Mayor

Kimberly A. Olson, City Clerk

ASSESSMENT ROLL Exhibit A

ASSESSMENT ROLL
 I94 W.B. C-D ROAD
 ALBERTVILLE, MN

15-Oct-12

	OWNER NAME	PIN #	APPROVED ASSESSMENT
1	CAPITAL LAND INVESTMENTS LLC	101500352200	\$ 510.00
2	BERNARD J RODEN REV TRUST	101500352100	\$ 4,972.50
3	WRIGHT-HENNEPIN CO-OP ELECTRIC	101500352102	\$ 1,512.66
4	BERNARD J RODEN REV TRUST	101500352401	\$ 719.78
5	DARKENWALD REAL ESTATE LTD	101088001030	\$ 3,048.10
6	DARKENWALD REAL ESTATE LTD	101088001040	\$ 1,318.52
7	DARKENWALD REAL ESTATE LTD	101088001020	\$ 1,403.18
8	WELCOME FURNITURE & APPLIANCES	101088001010	\$ 3,797.60
9	ERWIN J GREENINGER LP	101500351200	\$ 6,797.70
10	THOMAS G & RITA C FAY	101500351101	\$ 657.00
11	RJ&S INVMTS OF ALBERTVILLE	101500351100	\$ 6,200.00
12	COM-TEN LLC	101091002010	\$ 2,198.50
13	SANDRA A STANGLER	101500351402	\$ 2,835.70
14	SANDRA A STANGLER	101500351404	\$ 1,418.20
15	CITY OF ALBERTVILLE	101091000020	\$ 9,949.80
16	CITY OF ALBERTVILLE	101094001020	\$ 3,646.50
17	PELICAN PROPERTIES OF ST CLOUD	101094001010	\$ 1,952.50
18	LARSON ENTERPRISES	101091001010	\$ 5,245.00
19	DONNA VOGHT	101500351406	\$ 2,940.30
20	DONNA VOGHT	101500351405	\$ 6,010.20
21	OMANN BROTHERS PROPERTIES	101500351401	\$ 11,226.00
22	CPG PARTNERS LP	101060001010	\$ 448,000.00
23	DOLPHIN REAL ESTATE MANAGEMENT	101080001010	\$ 7,050.40
24	WILLIAM A HINKS	101060000030	\$ 3,892.00
25	WILLIAM A HINKS	101060000020	\$ 33,123.20
26	ALBERTVILLE PHASE III LLC	101113000010	\$ 3,045.00
27	ALBERTVILLE PHASE II LLC	101116001020	\$ 2,473.80

28	ALBERTVILLE PHASE II LLC	101116001010	\$	2,121.00
29	ALBERTVILLE PHASE II LLC	101116001030	\$	2,172.60
30	ALBERTVILLE PHASE II LLC	101116001040	\$	1,129.14
31	JLC PROP OF ROCHESTER LLLP	101116001050	\$	1,950.00
32	ROBERT BAUMAN	101099001010	\$	4,821.60
33	ALSHOUSE PROPERTIES LLC	101099001020	\$	4,400.00
34	ALBERTVILLE STRIP MALL LLC	101099001030	\$	2,693.75
35	ALBERTVILLE STRIP MALL LLC	101099001040	\$	2,842.11
36	BISTODEAU-ALBERTVILLE LLC	101099001050	\$	3,861.00
37	ALBERTVILLE LODGING LLC	101099001060	\$	5,831.50
38	CPG PARTNERS LP	101095001010	\$	192,000.00
39	GERHARDT KNECHTL	101500363200	\$	112,240.00
40	ALBERTVILLE PLAZA LLC	101078001010	\$	1,516.00
41	ALBERTVILLE PLAZA LLC	101078001020	\$	899.60
42	ALBERTVILLE PLAZA LLC	101117001020	\$	563.36
43	ACE PROPERTIES LLC	101107001010	\$	1,750.45
44	FALCON HOLDINGS, LLC	101075001010	\$	1,165.45
45	ME ALBERTVILLE LLC	101078001030	\$	1,690.00
46	ALBERTVILLE PLAZA LLC	101117001010	\$	1,333.80
47	BEATRICE I RODEN	101500021101	\$	1,361.60
48	MERLIN BIRD PROPERTIES LLC	101076001020	\$	561.24
49	MERLIN BIRD PROPERTIES LLC	101114001130	\$	61.39
50	MERLIN BIRD PROPERTIES LLC	101114001120	\$	63.00
51	MERLIN BIRD PROPERTIES LLC	101114001110	\$	86.80
52	MERLIN BIRD PROPERTIES LLC	101114001100	\$	85.40
53	MERLIN BIRD PROPERTIES LLC	101114001090	\$	84.56
54	MERLIN BIRD PROPERTIES LLC	101114001080	\$	86.59
55	MERLIN BIRD PROPERTIES LLC	101114001070	\$	133.98
56	MERLIN BIRD PROPERTIES LLC	101114001060	\$	130.62
57	V & C PROPERTIES LLC	101114001050	\$	145.53
58	CASEY'S RETAIL COMPANY	101076001010	\$	530.53
59	D J'S HEATING & AIR COND INC	101500363302	\$	944.32
60	D J'S HEATING & AIR COND INC	101500363304	\$	55.77
61	D J'S HEATING & AIR COND INC	101500363305	\$	139.49

62	DONALD J & ANNE T SAVITSKI	101033001011	\$	1,205.70
63	M & J COMMERCIAL PROP LLC	101033001010	\$	817.50
64	BLAINE RENTALS LLC	101138001010	\$	43.00
65	BLAINE RENTALS LLC	101138001020	\$	1,190.00
66	NORMAN J ARNS	101500363306	\$	250.05
67	PREMIER BANK MINNESOTA	101500354402	\$	41.21
68	PREMIER BANK MINNESOTA	101033002010	\$	997.10
69	PREMIER BANK MINNESOTA	101033002021	\$	59.15
70	M & J COMMERCIAL PROP LLC	101033002020	\$	489.80
71	M & J COMMERCIAL PROP LLC	101033002030	\$	526.60
72	DONALD G & BETTY L BARTHEL	101038001010	\$	1,405.60
73	CAROLYN VINGE SORENSON	101072001010	\$	617.30
74	CITY OF ALBERTVILLE	101052001010	\$	4,706.20
75	INDEPENDENT SCHOOL DIST 885	101139001010	\$	414.20
76	DONALD G BARTHEL	101038002010	\$	1,085.28
77	LAKE COMMUNITY BANK	101109001010	\$	1,655.71
78	21ST CENTURY BANK	101115001010	\$	228.25
79	21ST CENTURY BANK	101115001020	\$	259.60
80	21ST CENTURY BANK	101115000020	\$	210.25
81	CWB ALBERTVILLE CROSSING LLC	101092001010	\$	1,035.44
82	CWB ALBERTVILLE CROSSING LLC	101092001020	\$	507.64
83	CWB ALBERTVILLE CROSSING LLC	101092001021	\$	153.86
84	CWB ALBERTVILLE CROSSING LLC	101086001030	\$	211.24
85	CWB ALBERTVILLE CROSSING LLC	101086001010	\$	986.02
86	CWB ALBERTVILLE CROSSING LLC	101086001020	\$	703.10

			TOTAL	
			ASSESSMENT	\$ 945,196.12

October 10, 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 (but only on existing commercial and industrial structures located in the district) 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 as often as is necessary, but shall meet at least two (2) 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 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.
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, provided such indemnification shall not exceed the maximum tort liability limits set forth in Minn. Stat. 466.04.
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 a pre-existing emergency, so as to render the available equipment and manpower inadequate to answer a fire or medical call from Otsego, no obligation shall arise under this agreement to answer such call, provided that Albertville makes all reasonable efforts to answer the fire or medical call in Otsego, including requests for mutual aid.
 - c. In the event a fire 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 reasonably at its disposal to provide alternative services to extinguish the fire in Otsego, including requests for mutual aid. 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.
 - f. 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.
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. 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.
10. 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.

11. 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.

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:

**Kimberly A. Olson
City Clerk**

**Tami Loff
City Clerk**

October 10, 2012

SUBJECT: Memorial Park (Jessica Weishair)

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

MOTION: Authorize the construction of a memorial park in remembrance of the bus accident that occurred in the spring of 2008, which is to be located on the City owned property located at the northwest quadrant of 62nd and 63rd Street NE, for an estimated amount of \$11,700.

BACKGROUND: As you may recall, the victim's family and some Volunteer Fire Department members used to maintain a memorial at the site of the accident, and with construction of the interchange improvements, it was necessary to remove the memorial. Pursuant to Council direction, staff and a group of Fire Department members have developed a memorial park concept in remembrance of the 2008 bus accident fatality. Since May, staff and four Fire Department members have held several meetings to develop a memorial concept.

The preferred concept is set between the southern tip of Hunter's Lake and the two stormwater ponds constructed as part of the interchange project, features which shape the memorial space and create a setting amenable to quiet reflection and the enjoyment of nature. The nexus of the concept is a butterfly garden inspired by Jessica Weishair, who was fond of butterflies and nature. It is planted with native flowering species which attract butterflies and create a buffet of interesting colors enjoyed throughout the seasons. A flagstone patio and stone seating elements surround the garden, providing a place to sit and view the garden and the natural surroundings. Native tree and shrub species surround the perimeter of the space, reflecting the existing lakeshore vegetation and improving the experience of the garden by shading seating areas and strategically blocking views to the interstate and nearby billboards. A crushed stone path leads visitors to the memorial space from 62nd Street NE to the south. Other features of the memorial design might include restored prairie plantings along the entry path (which could function as a butterfly habitat while creating an aesthetic gateway to the space), sculptural elements and a memorial plaque to remember Jessica Weishair and the students, teachers, and community responders involved in the tragic accident that spurred the creation of the memorial. The concept has been designed to compliment the City's vision for its future trail network and would serve as an amenity for a future trail system expansion.

With the exception of the grading and base, it is proposed that the memorial be constructed largely by city and volunteer forces. The work associated with the grading and placement of the aggregate base can be incorporated into the interchange project on a time and material basis, which is estimated to be approximately \$1,850. The other costs of the concept are primarily that of materials alone, which are estimated as follows:

Landscape Materials (Trees and Plants)	\$1,900
Aggregate Surface for Trail	\$750
Flagstone Pavers	\$3,500
Seating Boulders	<u>\$3,700</u>
Total (materials)	\$9,850

Items not included in the estimate above, are other decorative elements, potentially including a plaque, metal trellises, and butterfly figure. It is proposed that these elements be provided by non-city sources, such as fundraising by the Fire Department.

In discussions with Chief Mills and other Fire Department members, it is believed that there is substantial support by volunteers willing to help construct the memorial. The city crews and equipment will also be needed to complete the project, specifically the machine work and maintenance of the site once complete. Chief Mills is also in discussions with an Eagle Scout candidate whom would like to assist in construction of the plaque and flagstone patio.

FINANCIAL CONSIDERATIONS: It is recommended that budgeted 2012 Working Capital Reserves be used to fund the project. The 2012 budget and balance of the account is \$40,000.

LEGAL ISSUES: The Mayor and Council possess the authority to order and authorize municipal park improvements on properties owned by the City.

Submitted by: Adam Nafstad, Public Works Director/City Engineer

Department/Responsible Persons: Public Works and Fire Dept/Adam Nafstad and Chief Mills

Reviewed by: RDT

Attachment: Memorial Concept Perspective



Memo

To: Robert Thistle, City Administrator; Albertville City Council
From: Mike Couri
Date: October 11, 2012
Re: Attorney Report

Below is an update of the projects our office has been working on for the City.

- **152 Club Revolving Loan.** We closed on the loan on October 11th. At Trish Holm's request, the loan was reduced from \$12,000 to \$10,500.
- **Miscellaneous Ordinance Enforcement Issues.** Adam Nafstad, Al Brixius, Paul Heins and myself have met with Randy Stangler and the owner of the mattress store. It appears that Mr. Stangler is going to be able to provide sufficient information to Paul Heins to substantiate a previous retail use on the property, which under the building code would allow the mattress store to remain in the building without sprinkling the building. I am in the process of checking whether the City's ordinances require the building to be connected to City sewer and water, which is stubbed into a small lot adjacent to the building lot, both of which are owned by Mr. Stangler. If the ordinance requires connection to City sewer and water, it will trigger a SAC and WAC charge and trigger payment of substantial special assessments from the 67th Street project that were deferred in 2004.
- **Bridget Miller Severance Agreement.** I have drafted a severance agreement and put it on the Council's Agenda for this meeting. As of this writing, Bridget had sent the agreement to her attorney for review, but I have not yet heard back from her regarding the status of the agreement.
- **I-94 Assessment.** The assessment agreement with the Outlet Mall owner has been signed and recorded at the County Recorder's Office.

October 11, 2012

SUBJECT: SEVERANCE AGREEMENT WITH BRIDGET MILLER

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

MOTION: Approve Settlement Agreement and Release of Claims between Bridget Miller and the City of Albertville.

BACKGROUND: Bridget Miller's employment was terminated with the City effective October 3rd, with the Council directing staff to draft a settlement agreement as a condition of a severance package that was authorized by the City Council. That Agreement was submitted to Bridget Miller, who sent the Agreement on to her attorney for review. As of this writing, Bridget had not heard back from her attorney on this issue.

KEY ISSUES: The severance agreement consists of the following components:

- The City will pay for two months of outplacement services with OI Partners Organizational Innovations, Inc., an outplacement firm with offices in Maple Grove, up to a total of \$2,500. If after two months, Bridget has not found employment, the City will pay for a third month at OIPOI, but only for an amount of service not to exceed an additional \$750.
- The City will pay all accrued vacation due to Bridget.
- The City will pay Bridget a portion of her sick leave in the amount of \$4,011.24.
- Bridget will release the City from any claims related to her employment with the City.
- By law, Bridget has 15 days after signing the agreement to rescind it.
- The City will not oppose Bridget filing for unemployment insurance.

POLICY/PRACTICES CONSIDERATIONS: This Agreement is consistent with the direction given to Staff by the City Council at its October 1st meeting.

FINANCIAL CONSIDERATIONS: The City will spend up to \$7,211.24 implementing this severance package.

LEGAL CONSIDERATIONS: The City can pay an employee severance pay, provided the City receives something of value in return. In this case, Bridget's agreement to release the City from all future claims provides the necessary consideration to make the agreement binding and allow the City to provide severance. Bridget's attorney may have changes to this Agreement (we will not know what, if any, changes will be requested until the day of the City Council meeting). If there are proposed changes to this Agreement, the City Attorney will address those at the City Council meeting.

Submitted Through: Mike Couri, City Attorney

Department/Responsible Person: Bob Thistle, City Administrator

Reviewed by: RDT

Attachments: Settlement Agreement and Release of Claims between Bridget Miller and the City of Albertville.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Agreement”) is made by and between Bridget Miller, (“EMPLOYEE”) and the City of Albertville (hereinafter referred to as “CITY”).

WHEREAS, EMPLOYEE has been employed as City Clerk and Administrative Assistant/Clerk II (Accounting Clerk) by CITY since approximately 1998; and

WHEREAS, EMPLOYEE voluntarily left her position as City Clerk effective December 31, 2011 and accepted the position of Administrative Assistant/Clerk II (Accounting Clerk) on a six-month probationary status effective January 1, 2011; and

WHEREAS, the CITY has extended EMPLOYEE’S probationary status through October 3, 2012; and

WHEREAS, upon the expiration of EMPLOYEE’S probationary status the CITY has determined not to retain EMPLOYEE in the position of Administrative Assistant/Clerk II (Accounting Clerk); and

WHEREAS, the CITY and EMPLOYEE desire to mutually resolve and settle all disputes among them, known and unknown, in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the recitals and promises made herein, the

parties agree as follows:

1. **Termination of Employment.** After a nine-month probationary period, the CITY has terminated EMPLOYEE'S employment as Administrative Assistant Clerk II (Accounting Clerk), effective October 3, 2012. In light of her years of service to CITY, and to resolve any issues between the parties, CITY has agreed to provide severance payments to EMPLOYEE in consideration of her execution of this Settlement and Release of Claims.

2. **Nonadmission.** It is expressly understood and agreed that this Settlement Agreement and Release of Claims ("Agreement") does not constitute, nor shall be construed, as an adjudication or finding on the merits of any claim or potential claim by EMPLOYEE nor does this Agreement constitute, nor shall either be in any manner construed, as an admission of wrongful conduct or liability on the part of the CITY or its officials, employees, volunteers, agents, representatives, and any affiliated entity of the CITY.

3. **Severance.** The City agrees to pay EMPLOYEE severance as follows:

(a) The City shall pay the cost of EMPLOYEE engaging the services of OI Partners Organizational Innovations, Inc., an outplacement firm with offices in Maple Grove, Minnesota, for two months at a total cost of \$2,500. If after two months, EMPLOYEE has not found employment, the City shall, at EMPLOYEE'S option, pay up to \$750 for a third month of OI Partners Organizational Innovations, Inc.'s outplacement services.

(b) The City shall pay EMPLOYEE a portion of her unused sick leave (which is not required to be paid to an employee upon termination), in the amount of \$4,011.24.

The Severance shall be paid in a lump sum with applicable payroll deductions for taxes and

other usual deductions, including retirement contribution, upon the effective date of the Release contained herein and after any applicable period in which rescission is allowed, as long as there is no rescission of the Agreement by EMPLOYEE.

4. **Accrued Benefits.** EMPLOYEE has accrued and available vacation time, which shall be calculated pursuant to current City policies and procedures and paid out at time of termination.

5. **Health Insurance Continuation Rights.** EMPLOYEE acknowledges that it is intended that she will receive a notice of her right to extend her health insurance at her own expense pursuant to State and Federal law after her resignation date. This Agreement does not limit EMPLOYEE's health insurance continuation rights.

6. **EMPLOYEE' s Release of Claims.** In exchange for the above referenced payment at Paragraph 3, EMPLOYEE, for herself, her heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the City of ALBERTVILLE, and their current and former officers, agents, or employees, successors and assigns from any and all demands, debts, obligations or claims that were or could have been raised by EMPLOYEE and that arise from or relate in any way to EMPLOYEE's employment with the CITY, including, but not limited to, any claims for severance, back pay, wrongful termination, defamation, intentional/reckless/negligent infliction of emotional distress, attorney's fees, expenses or costs; claims under the Veteran's Preference Act, Minn. Stat. 197.46; Title VII of the Civil Rights Act of 1964, as amended; claims under the Civil Rights Act of 1991; claims under the Americans with Disabilities Act; claims under 42 U.S.C. §1981, §1981a, §1983, §1985, §1988; claims under the City's Personnel Policy, under the Minnesota Human Rights Act; Minn. Stat. 363A.01-41; claims under the Public Employment Labor Relations Act, Minn.

Stat. 179a.01-.30; Family and Medical Leave Act, 29 U.S.C. 2601-54; Americans with Disabilities Act, 42 U.S.C. 12101-117; the Rehabilitation Act of 1973, 29 U.S.C. 701-96i; Minn. Stat. 176.01-.861; the Public Employment Labor Relations Act, Minn. Stat. 182.65-.676; the Minnesota Occupational Health and Safety Act, Minn. Stat. 182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. 181.193-.935; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. 201-19, Minn. Stat. 177.21-.35; claims under Minnesota's Open Meeting Law; claims under Minnesota's Government Data Practices Act; and claims under common law and any other applicable federal, state or local statute or ordinance, existing at any time up to and including the date of this Agreement.

7. Rescission Period. In compliance with the ADEA, 29 U.S.C. 626(f)(1)(F)(i), EMPLOYEE has 21 days in which to consider this Settlement Agreement. In compliance with the ADEA, 29 U.S.C. 626(f)(1)(G) and the Minnesota Human Rights Act, Minn. Stat. 363A.31, EMPLOYEE has 15 days from the date of execution of this Settlement Agreement in which to rescind it. To be effective any such rescission must be in writing and delivered to the Albertville City Clerk within 15 days from EMPLOYEE's execution of the Agreement, either:

- a. By hand by 5pm on the last day; or
- b. By certified mail return receipt requested, postmarked by the last day.

8. EMPLOYEE'S Representations. EMPLOYEE represents and agrees that: (a) she has received a copy of this Agreement for review and study and has had adequate time to consider the Agreement before signing it; (b) has fully read this Agreement; (c) she has been given fair opportunity to discuss and negotiate the terms of this Agreement; (d) she has been advised by the CITY to consult an attorney before signing this Agreement; (e) she understands and fully agrees to the Agreement's provisions and is voluntarily and without duress entering

into this Agreement.

9. **Conduct of Parties.** EMPLOYEE and CITY agree to conduct themselves in a professional manner relative to the Agreement.

10. **Voluntary and Knowing Action.** Each person signing this Agreement specifically acknowledges that he/she has read the terms of the Agreement in full, has had the opportunity to consult with the attorney of her choice, understands the terms of this Agreement, and understands to be bound thereby in full. Those signing below in the representative capacity fully affirm or verify that they are authorized to execute this Agreement on behalf of their respective principals, and that it is their principals' intent to be bound thereby in full.

11. **Assignment.** The Agreement shall be binding on EMPLOYEE, EMPLOYEE's heirs, agents, administrators, representatives, or executors, and upon the CITY's successors or assignees. This Agreement shall not be assignable by EMPLOYEE and any purported assignment shall be null and void.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties and there are no unrecorded inducements or representations leading to its execution. The parties have no other written or oral Agreements. This Agreement supercedes any and all prior Agreements. Any amendments or modification of this Agreement, or any subsequent Agreement between the parties must be in writing.

13. **Governing Law and Severability.** Interpretation and construction of this Agreement shall be governed by the laws of the State of Minnesota. Any term or condition of this Agreement found to be invalid, illegal or unenforceable shall not render this Agreement void or unenforceable. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such

determination to replace the invalid or unenforceable provision to allow this Agreement and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by the law and/or public policy. The rule of construction of interpreting a contract against its drafter will not apply to this Settlement Agreement.

14. **Purpose of Agreement.** Pursuant to Minn. Stat. 13.43, subd. 2(a)(6) the CITY states that the reasons it is entering into this settlement are to avoid significant time, expense and risks of prosecuting any potential claims, the cost and expense of potential litigation, and to put to rest any and all possible disputes between the parties. CITY has also determined that EMPLOYEE has through the course of her employment benefited the CITY in its development.

15. **Unemployment Insurance.** CITY agrees not to oppose a claim for unemployment insurance by EMPLOYEE. If required, the CITY will respond to any information request in connection with EMPLOYEE's claim for unemployment insurance that the CITY is not representing EMPLOYEE should be disqualified from receiving unemployment insurance as a result of a voluntary quit, discharge for misconduct, or discharge for aggravated employment misconduct, as those terms are defined in Minn. Stat. 268.095.

IN WITNESS WHEREOF, the City of Albertville and Bridget Miller have approved and executed this Settlement Agreement and Release of Claims.

Date: _____

**EMPLOYEE
BRIDGET MILLER**

FOR THE CITY OF ALBERTVILLE

Date: _____

Mark Meehan, Mayor

Kimberly Olson, City Clerk