



City of Albertville Council Agenda

Monday, June 2, 2014
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**
 - A. Employee Years of Service Recognition
- 4. Public Forum – (time reserved 5 minutes)**

5. Amendments to the Agenda

6. Consent Agenda

All items under the Consent Agenda are considered to be routine by the City staff and will be enacted by one motion. In the event an item is pulled it will be discussed in the order 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 May 19, 2014 regular City Council meeting minutes as presented (pgs 4-8)
- B. Authorize the Monday, June 2, 2014 payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request (pg 9)
- C. Authorize the I-94 pay estimate #11 to Eureka Construction in the amount of \$27,925.04.

7. Public Hearings - None

8. Department Business

A. City Council

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

B. Finance - None

C. City Clerk – None

D. Public Works / Engineering

- 1). **57th Street NE/Church of St. Albert Improvements - Bid Discussion**
- 2). **Winter Park Swing Set Purchase (pg 10)**

(Motion to approve purchasing a single-bay two-swing swing set for Winter Park at a cost of \$2,338.37 installed.)

E. Planning/Zoning - None

F. Building - None

G. Legal

- 1). **FYCC Lease (pgs 11-20)**

(Motion to approve lease of the old City Hall located at 5975 Main Avenue NE to FYCC.)

H. Administration

- 1). **Public Transit Joint Powers Agreement (pgs 21-26)**
- 2). **Administrator's Update (pgs 27-29)**

9. Announcements and/or Upcoming Meetings

June 9	STMA Ice Arena Board – *Cancelled
June 10	Planning Commission, 7:00 p.m.
June 11-15	Albertville Friendly City Days
June 16	City Council, 7:00 p.m.
June 23	Joint Powers Water Board, 6:30 p.m. Parks Committee, 8:00 p.m. *Special Time
June 30	Joint Meeting with St. Michael & STMA School Board, 6:00 p.m.
July 3	City Offices Closed in Observance of Independence Day
July 4	Independence Day
July 7	City Council, 7:00 p.m.
July 8	Planning Commission, 7:00 p.m.
July 14	STMA Ice Arena Board - *Cancelled
July 21	City Council, 7:00 p.m.
July 28	Joint Powers Water Board, 6:30 p.m. Parks Committee, 7:30 p.m.

JUNE						
Su	M	Tu	W	Th	F	Sa
1	CC 2	3	4	5	6	7
8	Ice 9	PC 10	AFCD 11	12	13	14
15	CC 16	17	18	19	20	21
22	JP 23	24	25	26	27	28
29	JM 30					

JULY						
Su	M	Tu	W	Th	F	Sa
		1	2	H 3	H 4	5
6	CC 7	PC 8	9	10	11	12
13	Ice 14	15	16	17	18	19
20	CC 21	22	23	24	25	26
27	JP 28 ^{PK}	29	30	31		

10. Adjournment



ALBERTVILLE CITY COUNCIL
May 19, 2014

DRAFT MINUTES

ALBERTVILLE CITY HALL

7:00 PM

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Hendrickson called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Mayor Hendrickson and Council members Sorensen, Wagner and Vetsch. Council Member Rob Olson was absent.

Others Present: City Administrator/Engineer-PWD Adam Nafstad, City Planner Alan Brixius, City Attorney Mike Couri, Wright County Commissioner Mike Potter, Dana Burg from Youth Hockey, Justin Walsh, and Guardian Angels representatives Dan Dixon, Andrea Walters, and Annette

3. RECOGNITIONS - None

4. PUBLIC FORUM

Justin Walsh, who owns a rental property at 6147 Kaitlin Avenue NE, was present at the meeting. Mr. Walsh stated he moved and requested a change of address. Mr. Walsh mentioned he didn't receive notice for the 2013 license renewal and noticed that there was \$1,000 on his property taxes but felt that was a large fine for a renewal license of \$100 and is requesting it be waived. Nafstad mentioned that the fine was sent to the County as a special assessment so it is on the 6147 Kaitlin Avenue NE property taxes.

Motioned by Hendrickson, seconded by Wagner, to approve waiving the \$1,000 assessment for rental license penalty for 6147 Kaitlin Avenue NE. Ayes: Hendrickson, Sorensen, and Wagner. Nays: Vetsch, mentioning that the City should at least recover staff time and other costs. Absent: Olson. MOTION DECLARED CARRIED.

5. APPROVAL OF THE AGENDA

Motioned by Sorensen, seconded by Hendrickson, to approve the Agenda as presented. Ayes: Hendrickson, Sorensen, Wagner and Vetsch. Nays: None. Absent: Olson. MOTION DECLARED CARRIED.

CONSENT AGENDA

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

- A. Approve the May 5, 2014 regular City Council meeting minutes as presented
- B. Approve the May 5, 2014 workshop City Council meeting minutes as presented
- C. Approve the May 5, 2014 closed session City Council meeting minutes as presented
- D. Authorize the Monday, May 19, 2014 payment of claims as presented, except bills specifically pulled which are passed by separate motion. The claims listing has been provided to City Council as a separate document and is available for public view at City Hall upon request
- E. Approve the STMA Youth Hockey Association's Minnesota Lawful Gambling application to conduct Albertville Friendly City Days Bingo Night at St. Albert Parish on June 14, 2014

Motioned by Vetsch, seconded by Hendrickson, to approve the Consent Agenda as presented. Ayes: Hendrickson, Sorensen, Wagner and Vetsch. Nays: None. Absent: Olson. MOTION DECLARED CARRIED.

6. PUBLIC HEARING - None

7. DEPARTMENT BUSINESS

A. City Council

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

Explore Your Parks Night

Member Sorensen stated that Explore Your Parks Night was well attended and they plan on having a committee meeting to discuss what they want to do next year. This was the fifth year the event has occurred. One vendor did not show up at their designated park with food, but other than that it was a good event. The plan is to continue it in May.

STMA Ice Arena Board

Member Sorensen provided an update to the Council that they approved the budget with no rate change. Also, the next two meetings are cancelled. Nafstad is coordinating the installation of the dehumidification project and working to see if the ice can be put in to accommodate summer hockey clinics.

2). Public Transit - Discussion

Nafstad updated the Council regarding the discussion of a joint powers agreement for transit for the cities in Wright County. Effective June 31, River Rider will not exist. As of right now, the Wright County Board does not have an agreement in place to continue transit in Wright County post June 31. Trailblazer Transit is the only known provider supported by MnDOT to provide service in Wright County. As per a letter dated April 28, 2014, Trailblazer has chosen not to work with other Wright County Board members, but agrees to work with a group of cities. A letter from MnDOT to Trailblazer dated May 14, 2014 shows that they are committed to providing service in Wright County effective July 1, 2014 and are supportive of the cities to form a joint powers board and encourage a speedy passage of the joint powers agreement.

Commissioner Mike Potter provided an in-depth verbal report on the status of transit options in Wright County. The Commissioner and others from the County will be meeting with MnDOT tomorrow to discuss an option for Midwest Para Transit to provide service to the County. The Commissioner believes the Midwest Para Transit option will work and possibly the only option the County Boards would be supportive of.

Daniel Dixon from Guardian Angels approached the Council in support of public transit.

Council gave staff direction to continue to pursue parallel tracks, County and joint powers options for public transit.

3). Albertville Friendly City Days Challenge - Discussion

Mayor Hendrickson updated the Council on the plans to host a social hour with surrounding cities including St. Michael, Hanover and Otsego. Staff is directed to send out invites to the councils, administrators and clerks.

B. Planning/Zoning

1). 2014 Ten-Year Goal List

(Motion to Approve Resolution No. 2014-015 adopting the updated 10-year Albertville Vision Goals dated 2014 as an amendment to the 2012 Visioning Study.)

Brixius brought up that the Council may want to amend the goals to add a stand-alone goal to investigate transit options for the community.

Motioned by Hendrickson, seconded by Sorensen, to approve resolution No. 2014-015, as amended. Ayes: Hendrickson, Sorensen, Vetsch, and Wagner. Nays: None. Absent: Olson. MOTION DECLARED CARRIED.

2). Planning Update

Brixius provided a planning update. Willy McCoy's building expansion to add an enclosed patio. Also, staff met with Pat Flynn and Rick Johnson of United Development Group representing Dollar Tree. They are looking for a site for an 8,000 square foot store. Staff discussed two sites with them including Parkside Commercial and LaBeaux Station. The issues for the site selection will be how to get a large semi-truck into the site and flow.

Omann Brothers has purchased the western lot of the Donna Voight property to expand their outdoor storage. The site is zoned I-1 which allows outdoor storage as a conditional use permit.

Mold Tech has indicated that they have some interest in expanding. Staff has provided Mold Tech with options for expansion.

The City has received several inquiries about taprooms. The state statute has provided that a production brewery may have a taproom that has on-sale tasting of beer produced by the brewery. Staff is looking for direction from Council on taprooms because they do not require food sales as these normally do not have restaurants. Council directed staff to draft the ordinance and liquor license change to include taprooms.

C. Finance - None

D. City Clerk - None

E. Public Works/Engineering - None

F. Building - None

G. Legal

1). City Attorney's Report

Hunters Pass 2nd Addition will be closing on Thursday, May 22, 2014.

H. Administration

1). City Administrator's Update

Nafstad asked if the Council had any questions on the charitable gambling ordinance. Currently the City does not charge the 10% of profits as written in our ordinance to local groups such as the Albertville Lions, because they have been extremely generous to the city/community. Nafstad highlighted a few items on his administrators report in regards to City Hall parking lot seal coat, 57th Street NE project, Barthel Industrial Drive NE project and the First Responders luncheon.

The Lions would like to fund half of a Mayor's Plaque to place in the City Hall corridor with the names of the past Mayors on it. The City's half will be approximately \$300.

Following Nafstad's report, Commissioner Potter announced he will be going to Washington to advocate for the expansion of I-94 to six (6) lanes from TH 241 to Monticello. The Commissioner explained MnDOT will likely require an additional dedicated lane be a MnPass-type lane.

9. Announcements and/or Upcoming Meetings

May 26	Memorial Day, City Offices Closed
May 27	Joint Powers Water Board, 6:15 p.m.
May 27	Parks Committee, 7:30 p.m.
June 2	City Council, 7:00 p.m.
June 9	STMA Ice Arena Board – CANCELLED
June 10	Planning Commission, 7:00 p.m.
June 11-15	Albertville Friendly City Days
June 16	City Council, 7:00 p.m.
June 23	Joint Powers Water Board, 6:30 p.m.
June 30	Joint Meeting with St. Michael & STMA School Board, 6:00 p.m.

10. ADJOURN MEETING

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

Respectfully submitted,

Tina L. Lannes, Acting City Clerk

May 28, 2014

SUBJECT: CONSENT - FINANCE – PAYMENT OF BILLS

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

MOTION TO: Authorize the Monday, June 2, 2014 payment of the claims as presented except the bills specifically pulled, which are passed by separate motion. The claims listing has been provided to Council as a separate document. The claims listing is available for public viewing at City Hall upon request.

BACKGROUND: The City processes claims on a semi-monthly basis. The bills are approved through their respective departments and administration and passed onto the City Council for approval.

KEY ISSUES:

- Account codes starting with 810 are STMA Arena Expenses/Vendors (bolded) and key issues will be presented in the claims listing document.

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

FINANCIAL CONSIDERATIONS: City staff 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.

Responsible Person: Tina Lannes, Finance Director

Submitted through: Adam Nafstad, City Administrator-PWD

Attachment: List of Claims (under separate cover)

June 2, 2014

SUBJECT: Purchase of swing set for Winter Park.

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

MOTION TO: Approve purchasing a single-bay two-swing swing set for Winter Park at a cost of \$2,338.37 installed.

BACKGROUND: When the playground was installed at Winter Park, it was intended that a swing set be added at a later date.

KEY ISSUES:

- The Parks Committee approves this purchase
- Residents have requested a swing set at Winter Park
- The swing set will fit in the current playground area

FINANCIAL ISSUES:

- The Parks Department has funds budgeted for this purchase

LEGAL ISSUES: None

Submitted Through: Adam Nafstad, City Administrator-PWD

Responsible Person/Department: Tim Guimont Public Works Supervisor

Mayor and Council Request for Action

June 2, 2014

SUBJECT: LEASE OF 5975 MAIN AVENUE NE (OLD CITY HALL) TO FYCC

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

MOTION TO: Approve lease of the old City Hall located at 5975 Main Avenue NE to FYCC.

BACKGROUND: FYCC provides park scheduling services to Albertville and St. Michael, and also provides a number of different programs to the area's youth and families. FYCC is currently located in St. Michael's City Hall. Albertville's old City Hall has been largely vacant for the last eight (8) years, despite numerous attempts to fill it and the fact that the City has engaged a broker to list the property. Because Albertville has rented this property in the past and is still seeking to rent it, the City must pay taxes on this property. Because the building has been vacant for so long, the City is at risk of seeing its insurance premiums on this property increase several-fold if the City does not fill the building soon.

The proposed FYCC lease is a five-year lease that can be cancelled by the City anytime thereafter with one-year's notice to FYCC. FYCC's rent will be paid in kind, by providing park scheduling services to the City and providing youth and family programming services, and will not be paid in cash. The City will make no improvements to the building, but will pay all insurance, utility, and maintenance costs. Assuming FYCC occupies the building this June, the property will be tax exempt for 2015 and beyond as FYCC's use of the building will be considered a public use.

KEY ISSUES:

- The City has been unable to effectively lease the building for the past eight (8) years.
- It is believed that FYCC, a function of the city, will benefit by having its own space.
- Locating FYCC's operations in the old City Hall are expected to bring a fair amount of traffic to downtown Albertville; benefitting the local businesses.
- Having the building occupied will keep the insurance premiums low on this building.
- FYCC's use will allow the property to be classified as a tax-exempt property, eliminating the City's tax bill on this property.
- The City will be locked into the lease for five (5) years, but may cancel it thereafter with one-year's notice.
- The City will receive no cash rent during the term of this lease, and will be responsible for all maintenance on the building.

POLICY/PRACTICES CONSIDERATIONS: FYCC provides many park and programming related services to the City of Albertville. Albertville currently finances FYCC along with St. Michael. For the past several years, St. Michael has provided a facility for FYCC at no charge to

the organization. Under this proposed lease, Albertville will now provide a facility free of charge to FYCC for at least five (5) years.

FINANCIAL CONSIDERATIONS: Approving this lease will eliminate the City's tax bill for this property for 2015 (approximately \$8,800 in 2014) and will prevent the insurance premiums for this building from dramatically increasing. On the other hand, the City will experience increased utility costs and will forego the opportunity to rent this property to a private party at a market rental rate, when a market for this property develops.

LEGAL CONSIDERATIONS: The City Council has the authority to rent its buildings to any organization it sees fit.

Responsible Person - Department: Mike Couri, City Attorney

Submitted Through: Adam Nafstad, City Administrator - PWD

Attachments: Lease Between the City of Albertville and FYCC

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

**LEASE BETWEEN THE CITY OF ALBERTVILLE AND
FYCC**

THIS AGREEMENT, made this _____ day of _____, 2014, by and between City of Albertville (“City” or “Lessor”) a municipal corporation under the laws of the State of Minnesota, and Family Youth Community Connections (“FYCC”), a Minnesota corporation, (Lessee), to rent office space from the City at its former City Hall located at 5975 Main Avenue NE, Albertville, MN 55301.

WHEREAS, The Lessor in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the Lessee, and the Lessee does hereby hire and take from the Lessor the premises located at 5975 Main Avenue NE, Albertville, Minnesota 55301.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants set forth, the parties hereby agree as follows:

1. LEASED PREMISES

The City leases to Lessee approximately 2,320 square feet (gross) of space located at the former City Hall (“Leased Premises”) as shown on **Exhibit A**, including the nine (9) parking stalls highlighted on said Exhibit A, provided, however, that Lessor may use any of the nine (9) parking spaces when not in use by Lessee.

2. TERM

The Term of this Agreement shall be on a continuing yearly basis, commencing on _____, 2014, provided, however, that the City may terminate this lease upon one year’s notice, said termination to occur no earlier than June 30, 2019.

3. AUTHORIZED USE

The City grants to Lessee the exclusive use of the Leased Premises described within Section 1 for use as a family and youth program coordination and facilitation office promoting healthy family, healthy youth and healthy communities. The Leased Premises shall be used and occupied by Lessee only for the uses specified in this Agreement. Lessee is prohibited from any use of the Leased Premises not specifically permitted under this Agreement without the prior written approval of the City, such approval to be given at the City’s sole discretion.

The City reserves the right to exclude Lessee from all parking south and west of the Premises, except the nine (9) parking stalls identified on Exhibit A. Lessee shall coordinate its parking needs with the City during special events scheduled at City Hall and on all election days.

4. RENT, FEES AND CHARGES

A. Rent

As consideration for Lessee occupying the Leased Premises, Lessee shall continue to provide park scheduling and coordination services, youth programs, and family programs to the City of Albertville.

B. Utilities and Insurance

The City shall be responsible for paying all utilities consumed during the term of the lease, including water, sewer, electric, gas and garbage and for insuring the building against fire and casualty. Lessee shall insure its own belongings.

C. Security Deposit

The City shall not require a security deposit from Lessee.

5. LEASEHOLD IMPROVEMENTS

A. Installation/Construction

All improvements required to accommodate Lessee's operations will be the responsibility of Lessee and must be approved by the City prior to implementation. All installations and alterations shall comply with: 1) the City's design and construction standards as interpreted and administered by the City Building Official; and 2) shall be submitted for written review and approval by the City Building Official. Lessee is responsible for all clean-up of construction materials, debris and packaging associated with construction or installations. All such installations shall become the property of the City upon termination of this Lease.

B. Permits

Lessee shall maintain in force and effect all permits, licenses, agreements and similar authorizations to use the Leased Premises. Lessee's failure to maintain such permits, licenses, agreements and similar authorizations shall not relieve Lessee from the performance of its obligations under this Agreement.

C. Liens

Lessee shall: 1) keep the Leased Premises free and clear from all liens for labor performed and materials furnished on behalf of

Lessee; and 2) defend, at Lessee's cost, each and every lien asserted or filed against the Leased Premises, or against this Agreement and any improvement on behalf of Lessee on the Leased Premises and pay each and every judgment resulting from such lien.

D. Title to Improvements and Structural Alterations

All improvements and alterations to the Leased Premises (excluding phone systems installed by Lessee) thereafter will be paid for by Lessee but shall remain the property of the City upon the termination of the lease term. All personal property shall be removed by Lessee upon termination of the lease term. In addition to any other remedies available to the City, any improvements or property that remains on the Leased Premises after this time shall become the property of the City.

6. **MAINTENANCE OBLIGATIONS**

A. City Obligations

The City shall maintain the grass and shrubs outside the building, and the parking lot and shall perform all repairs to the Leased Premises at the City's cost. City shall allow Lessee to use the City's garbage dumpster.

B. Lessee's Obligations

Lessee shall keep the Leased Premises clean, in good appearance, and safe condition at all times. Lessee shall be responsible for all janitorial services.

C. Redelivery of Leased Premises

Lessee shall make no unlawful or offensive use of the Leased Premises. At the expiration of the Term of the Agreement or upon any sooner termination thereof, without the necessity or demand therefore by The City, Lessee shall surrender possession of the Leased Premises peaceably, quietly and in as good order and condition as it is when turned over to Lessee, fire and unavoidable causes excepted.

7. **DAMAGE TO OR DESTRUCTION OF LEASED PREMISES**

A. Repair

All damage or injuries to the Leased Premises and to fixtures, appurtenances, and equipment by Lessee, moving property in or out of the Leased Premises or by installation, removal of furniture, fixtures, equipment, or other property by Lessee, or resulting from any other cause of any other kind or nature whatsoever due to

carelessness, omission, neglect, improper conduct, or other causes of Lessee, or their subtenants, invitees, agents, or employees shall be repaired, restored, or replaced promptly by Lessee within fifteen (15) days at its sole cost and expense to the satisfaction of the City. The City will notify Lessee in writing if the City determines repairs must be made. No rent shall abate if damage resulted from any act of Lessee or their subtenants, invitees, agents or employees. If repairs are not made within fifteen (15) days of the notification of the damage, and the City was not responsible for the damage, the City will notify Lessee in writing that the City will make the repairs and charge Lessee the current hourly rate for labor and materials at cost, unless otherwise agreed to. An administrative overhead charge of fifteen percent (15%) shall be added to the total cost (employee plus material cost) of the billing. Additional interest at the rate of twelve percent (12%) per year shall accrue if the sum is not paid within five (5) days after rendition of a bill or statement therefore. If the City and its employees or agents damage the Leased Premises through their gross negligence or intentional act, the City will be solely responsible for the repairs.

B. Exceptions from Liability

The City shall not be liable or responsible to Lessee for any damage or destruction to Lessee's property from any cause other than the City's own intentional or negligent acts.

C. City Insurance

During the term of this Lease, the City shall insure the building and all fixtures belonging to the City against fire and other casualty. The City shall pay all premiums to obtain and keep in force such insurance coverage. Lessee shall not use or permit the Leased Premises to be used in any manner that would void Lessee or the City's insurance or increase the insurance risk. Lessee shall comply with all requirements imposed by the insurers for the City and Lessee.

8. **COMPLIANCE WITH LAWS**

A. Compliance with Laws

Lessee, at its sole expense, shall promptly comply with and conform to all present and future laws, ordinances, regulations, and requirements of federal, state, county, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Lessee's use and occupation of the Leased Premises, and with any lawful order or direction of any public officer relating

thereto and operations and activities under this Agreement. The City shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Leased Premises and related facilities, which Lessee must observe and obey.

B. Notices of Violation

Lessee shall notify the City within two (2) Business Days of any notices of violation of any laws, ordinance, rule, regulation or order.

9. **DEFAULT**

A. Events of Default

Any of the following shall constitute a default of this Agreement by Lessee.

1. Lessee fails to perform the services required in paragraph 4 above for a period of ten days after written notice of default from the City.
2. Lessee fails to operate the Leased Premises as required, or Lessee fails or neglects to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after the City has notified Lessee in writing of Lessee's default hereunder and Lessee has failed for reasons other than those beyond Lessee's control to correct such default within said thirty (30) days (such thirty (30) day notification period shall not be construed to apply to any default in payment of rent).
3. Lessee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors.

B. The City's Rights Upon Default

The City, or those having an estate in the Leased Premises, may take any of the remedies set forth in the following subsections.

1. Immediately, or at any time thereafter, without further notice to Lessee, re-enter into or upon the Leased Premises or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to Lessee for the full Term of this Agreement, and in the event of such re-entry, the City may proceed for the collection of the rents or other charges to be

paid under this Agreement or for properly measured damages;
or

2. The City may, at its election, terminate this Agreement upon written notice in the manner hereinafter provided and re-enter Leased Premises as of its former estate therein, and Lessee covenants in case of such termination to remain responsible to the City for all loss of rents and expense including reasonable attorneys fees which the City has suffered or paid by reason of termination, during the residue of the Term; or
3. The City shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and all such remedies shall be cumulative.

10. RIGHT OF ENTRY

The City, its officers, agents, and employees shall have the right, without limitation, throughout the Term of this Agreement to enter upon the Leased Premises for any lawful purpose, including the purpose of determining whether Lessee is complying with its obligations herein.

Such entry by the City shall not be deemed to excuse Lessee's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by the City.

11. QUIET ENJOYMENT

So long as Lessee is not in default in their obligations hereunder, the City covenants and agrees that Lessee shall have, hold and enjoy peaceful and uninterrupted possession of all of the Leased Premises.

12. GENERAL PROVISIONS

A. Sublease or Assignment

Lessee shall not sublease, transfer, assign or allow any other person or entity operating rights under this Agreement without the City's prior written consent. The City shall have complete discretion in granting or refusing such consent. This Agreement is binding on all legal representatives, successors or assigns. Consent is subject to payment of all rents and the performance of all covenants, conditions and terms contained in this Agreement by Lessee. In no case shall the City be obligated to consent to any sublease, transfer or assignment.

B. Minnesota Law and Jurisdiction

The laws of the State of Minnesota shall govern this Agreement. Lessee further consents to the jurisdiction of the Minnesota state courts.

C. Severability

If any term, condition, or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Agreement and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

E. Accord and Satisfaction

No payment by Lessee of a lesser amount than the rent or other payments required in this Agreement shall be deemed an accord and satisfaction. The City shall accept such payment without prejudice to the City's rights to recover the balance of rent and/or payments due or to pursue any other remedy.

F. Attorney's Fees and Costs

In the event of any default of this Agreement, Lessee shall reimburse the City for all reasonable and documented fees and costs incurred by the City including reasonable attorney's fees, relating to such default and/or the enforcement of the City's rights hereunder.

G. Relationship of Parties

It is understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners hereto, or as constituting Lessee as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Lessee is to be and shall remain an independent Lessee with respect to all services performed under this Agreement.

H. Headings

The headings incorporated in the Agreement are for convenience in reference only and are not a part of the Agreement and do not in any way limited or add to the terms and provisions hereof.

I. Waiver

The waiver or breach by Lessee or the City of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same term or any other term of this Agreement.

J. Entire Agreement

This represents the entire agreement between the parties. This Agreement may only be modified if done in writing and executed by both parties.

K. Return of Leased Premises

Upon expiration or termination of this Lease, Lessee shall return the Leased Premises to the Lessor in substantially the same condition as when Lessee took possession (but with modifications to the Leased Premises as approved by the Lessor), normal wear and tear excepted.

IN WITNESS WHEREOF, the parties hereto signed and executed this instrument the day and year first above written, but effective as of the date set forth in Article 2.

Date: _____, 2014 **CITY OF ALBERTVILLE**

By: _____

Its: _____

Date: _____, 2014 **LESSEE**

By: _____

Its: _____

May 29, 2014

SUBJECT: CONSIDERATION OF JOINT POWERS AGREEMENT FOR TRANSIT IN WRIGHT COUNTY

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

MOTION TO: Approve agreement titled “Wright County Area Transit Joint Powers Agreement”, subject to City Attorney’s legal review

BACKGROUND SUMMARY: In 2013 the City entered into an agreement with neighboring communities and RiverRider to provide public transit in Albertville, Otsego, St. Michael, and Hanover, beginning in 2014. Almost immediately after entering into the agreement, Wright County learned that RiverRider would cease to operate after June 31, 2014. For the past five (5) months or so, the County Board has worked with MnDOT and others to try to develop another option for RiverRiver. To date, the County Board has not been successful in securing another provider. With Wright County not partnering with another provider, MnDOT and the Trailblazer Transit Board have made interim arrangements for Trailblazer to provide transit in Wright County on July 1 through December 31, 2014, to avoid service interruption. While it is understood that Trailblazer and the Wright County Board desire not to work together at this time, Trailblazer is willing to partner with Wright County cities, not individually, but through a joint powers arrangement. MnDOT has stated they support the efforts of the cities to form a joint powers and believe that it is the best alternative for Wright County cities who desire a public transit option.

To date, it is understood that the cities of Buffalo, Delano, Montrose, Annandale, and Howard Lake have approved the joint powers agreement (in some fashion), and it is believed that several others will likely be doing so as well.

Once a joint powers is in place, it is known that there will be modifications or amendments to the agreement; however, many cities believe that time is of the essence for establishing the group, as service arrangements and planning for 2015 need to begin very soon, if not immediately. Cities not party to the joint powers agreement will not be included in contract discussions with Trailblazer for service following December 31, 2014.

The City Attorney has briefly reviewed the agreement and summarized below are items of concern:

- The agreement becomes effective upon the adoption of three members only. This greatly complicates agreement modifications desired by cities that join after the initial three.
- The agreement should provide for the Board to use one or more city's staff to help administer the agreement (accounting, billing, meeting agendas, minutes, notices, etc.).
- The expense allocation paragraph should be more specific, particularly in regard to when billings are sent, when they are paid, and how budgets are set.

- The weighted voting of the Board Members may not make sense for the smaller cities. The effect of this voting scenario will likely require the vote of at least one of the two biggest users in order to get anything passed. That would effectively give the bigger cities veto power over nearly every Board decision. This will likely become an issue over time.
- This agreement allows any party to get out of the agreement at the end of the year with nine (9) months notice. This may be fine, unless the Board has to make a multi-year commitment to the transport company.

KEY ISSUES:

- Public transit is relatively new to Albertville. It is very difficult to estimate what our initial ridership will be and what we can expect it to be in the near future.
- Both the Senior Center and Guardian Angels have expressed a need for a public transit option.
- While the County is believed to be the best institution to oversee transit services in Wright County, that is not an option at this time.
- At this time, Trailblazer Transit is the only willing and eligible transit provider in Wright County.
- If Albertville would like a say in the service the City receives, if any, post December 31, 2014, it will need to be party to the joint powers agreement.

FINANCIAL CONSIDERATIONS: Currently the City budgets very little for public transit. As a party to the agreement, the City will be required to pay an annual administrative fee, initially set to be \$1,000, and annual operating and capital expenses will be allocated proportionate to rideshare among the member cities. It should be noted that the cost to Albertville is not known at this time. It is believed that a worse case scenario cost would likely be between \$7,000 and \$10,000, annually. Best case scenario would be no cost to Albertville due to sufficient ridership to pay for the local share. There would be no budget impact in 2014. The City will need to work with Trailblazer to estimate a budget impact for 2015.

LEGAL CONSIDERATIONS: The City Council has the authority to enter into joint powers agreements on the City's behalf. As a party to the agreement, the City will be obligated to the terms of the agreement. Approval of the agreement should be contingent to legal review of the final document.

Submitted Through: Adam Nafstad, City Administrator-PWD

Attachments: Joint Powers Agreement

**WRIGHT COUNTY AREA TRANSPORTATION
JOINT POWERS AGREEMENT**

The parties to this Agreement are governmental corporations under the laws of the State of Minnesota and located in Wright County, Minnesota.

RECITALS

WHEREAS, Minnesota Statute §471.59 authorizes the joint and cooperative exercise of powers common to the contracting parties.

WHEREAS, the undersigned parties desire to provide for an agreement between and among them to establish a joint powers board for Transportation for purposes of providing a coordinated service delivery and funding source for public transportation; and

WHEREAS, it is the resolution of the political subdivision for each undersigned party that it is in the best interests of the citizens of each political subdivision to enter into this Agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. **General Purpose.** Pursuant to the authority of the Joint Powers Act, the Parties desire and intend to provide affordable Public Transportation to their communities. The goal of the Parties is to provide people in their communities with mobility and access to employment, community resources, medical care and recreational opportunities; while reducing the impact of road congestion, travel times, air pollution and the cost of road maintenance and repair, energy and oil consumption for their communities.
2. **Joinder of Wright County Political Subdivisions.** The undersigned Wright County Political Subdivisions hereby agree to join together for the purpose of coordinating the delivery of public transportation services and establishing a joint funding source for said services through establishment of a Wright County Area Transportation Joint Powers Board (“WCAT Board”). This agreement shall become effective upon adoption of a resolution by the governing body of no less than three political subdivisions, and shall be binding on all Parties who have joined through adoption of a resolution by their respective governing bodies through December 31st, 2019, unless otherwise extended or amended by the Parties to this Agreement.
3. **Board Composition.** Each member shall appoint annually a representative to the WCAT Board. Member cities can appoint an alternate representative who may act in the place and stead of an absent representative from that governmental unit.
4. **Funding Services.** The WCAT Board is authorized to procure such State and Federal funding as is available for the provision of public transportation services. Each member unit agrees to pay a proportionate share of the remaining unfunded expenses and capital expenses based upon the proportion of their unit’s ride share attributable to the governmental unit for the prior year using origin of ride in determining ride share). There shall be an initial \$1,000 fee from each member unit to cover initial administrative services. This fee will be an annual fee, adjusted as necessary by the WCAT Board,

when deemed appropriate to provide for the proper operations of the Board. For the 2015 fiscal year only operating and capital expenses shall be based upon projected rideshare for 2015 as determined by the WCAT Board prior to January 1, 2015 and expenses shall be allocated proportionately among the member entities. At end of the 2015 fiscal year, the WCAT Board shall perform a reconciliation of operating expenses and capital expenses based upon actual ridership, and funds shall be payable from or reimbursed to member cities based upon the difference between initial payments and reconciled amounts.

5. Meetings. The WCAT Board shall meet at least annually on a schedule determined by the WCAT Board. All meetings of the WCAT Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minn. Stat. §13D.01, et. seq., as amended. Special meetings may be called by the Chair or upon written request of three (3) or more board members. Written notice of any special meetings shall be sent to all board members and to the city clerk of each member city to comply with posting requirements.

6. Powers and Duties. The powers and duties of the WCAT Board include, but are not limited to, expending funds for the purpose of establishing, funding, coordinating, administering and operating a public transportation service including:

a. Apply for, receive and expend State and Federal funds available for said purpose, as well as funds from other lawful sources, including fares, donations or gifts for the purpose of providing public transportation services and such supplemental services deemed advisable by the WCAT Board.

b. Approve an annual budget.

c. Adopt and implement a management plan to carry out the WCAT Board's purpose.

d. Enter into contracts with public or private entities as the Board deems necessary to accomplish the purpose for which the Board is organized, including, but not limited to, the hiring of any consultants.

e. Obtain such insurance as the Board deems necessary for the protection of the WCAT Board, members of the WCAT Board, member cities, and its property.

f. Exercise all other lawful powers necessary and incidental to the implementation of public transportation services and the purposes and powers set forth herein.

h. The WCAT Board has no authority to obtain or operate an independent transit service without the express approval of a majority of the member political subdivisions.

i. The WCAT Board has no authority to levy taxes or issue debt for operating capital or debt service purposes unless approved by all political subdivisions.

j. The WCAT Board has no authority to issue debt that exceeds the term of this agreement.

7. Voting. Prior to January 1, 2015, each member shall have one vote. Beginning January 1, 2015, each member's voting authority shall be determined by the jurisdiction's rideshare of the previous year.

Every Governmental Unit shall be entitled to one vote plus one vote per 3,000 rides. Prior to the first meeting in March the Secretary of the Board shall determine the number of votes for each Member in accordance with this section and certify the results to the Chair. A quorum shall consist of a simple majority (51%) of representatives from the member entities. A simple majority vote of the board members present at the meeting with a valid quorum shall be required by the WCAT Board to take action unless otherwise provided in this Agreement or by law.

8. Officers. There shall be a chair, a vice chair, and a secretary elected from the members at the initial meeting of each year. The officers shall be elected from different member cities. The WCAT Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.

9. Effective Date/Termination. This agreement shall become effective upon adoption of a resolution by the Governing Body of each member unit and be effective for Five Years after adoption. This Agreement shall remain in effect until a party hereto gives notice to the WCAT Board of its intention to withdraw. Notice of withdrawal must be given by April 1 of a given year. Termination will be effective at the conclusion of the fiscal year.

10. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

11. Severability. If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provisions.

12. Amendment. Any amendments to this Agreement must be in writing, signed by the parties, following approval of their respective Governing Bodies.

13. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

14. Liability and Insurance. Each party shall be liable for its torts and the torts of its employees, agents and consultants in undertaking its respective individual responsibilities as described in this Joint Powers Agreement. Notwithstanding any language to the contrary, the Parties agree that liability arising out of the activities of the Joint Powers Association, Joint Powers Board and the Parties to this Agreement shall be subject to the requirements of Minnesota Statutes §471.59, subdivision 1(b), as it may be amended. The Parties intend that the Joint Powers Authority be insured for its tort liability and general liability as a Joint Powers Board. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to any party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

15. Disputes. The parties agree that they will submit any disputes under this Agreement to mediation prior to resorting to an action in Court.

By signing this Agreement, the parties hereto certify that the same has been approved by their respective Governing Bodies.

By _____
Mayor

ATTEST:

City Administrator

By _____
Mayor

ATTEST:

City Administrator

By _____
Mayor

ATTEST:

City Administrator

By _____
Mayor

ATTEST:

City Administrator

By _____
Wright County Board Chair

ATTEST:

Wright County Official

GENERAL ADMINISTRATION

STMA Ice Arena: Due to limited arena activity, the Arena Board has canceled the June and July meetings. We are coordinating install of the ice with the dehumidification contractors to accommodate the June and July summer hockey program.

Public Transit: MnDOT and Trailblazers have entered into an agreement for Trailblazers to provide uninterrupted service to Wright County effective July 1 through January 1, 2015. The joint powers agreement discussed at the previous meeting will be on the agenda for Council's consideration. MnDOT is encouraging the Wright County cities who desire public transit to form a joint power, which will act as a partner with the Trailblazer Board. It is understood that the County will likely not be able to provide a subsidized service prior to 2016.

Prairie Run City-Owned Lots: Last week staff met with Fieldstone to discuss their offer and the City Attorney is currently drafting a purchase agreement.

5975 Main Avenue NE (Old City Hall): The FYCC Committee has discussed and is in favor of the use of the old city hall for FYCC. The terms of the use/lease will be discussed at the June 2 meeting.

ENGINEERING/PUBLIC WORKS

Parking Lot Seal Coating: Last week City Hall and the Fire Hall parking lots were chip sealed. After Friendly City Days the lots will be fog sealed and striped.

I-94 Coalition: Recently the Coalition requested Commissioner Zelle allocate additional Corridors of Commerce money to fund the environmental study and layout planning of I-94 between TH 241 and TH 25, or at least between 241 and CSAH 19. Completion of these project development tasks are critical to continued improvements to the freeway.

57th Street NE/Church of St. Albert Improvement Project: Due to higher than estimated bids and the Church's need to have the right-of-way acquisition appraised, staff will be discussing potentially delaying the project for a year.

Barthel Industrial Drive NE and 54th Street NE Drainage: Unless Council desires otherwise, staff will be advertising the project for bids in mid-June for a potential award in mid-July.

Playground Maintenance: Public Works will be completely replacing the wood fiber surfacing (playground mulch) at the Oakside playground and touching up the mulch around playground equipment throughout town. The cost of the mulch material alone is approximately \$3,000. This work is required for playground safety.

Construction Inspection: For the last two construction seasons, and as needed throughout the year, we have used St. Michael engineering staff for construction inspection. I believe this arrangement has worked very well for both cities and, unless the Council desires otherwise, staff will continue this collaboration. Projects requiring oversight in 2014 include the 54th and Barthel intersection project, Hunters Pass 2nd street improvements, Kassel Avenue NE improvements, completion of the 2013 improvements, and other miscellaneous projects.

Drainage Complaints: General drainage complaints concerning backyard tiles, soggy easements, problematic sump pump discharge lines, etc. have been frequent and widespread. Staff is doing their best to address all complaints, but generally there is little that can be done. Soil conditions are extremely saturated, water levels (ground and surface) are high, and time is required for things to dry out.

UPCOMING EVENTS and ANNOUNCEMENTS

- **Friendly City Days Community Social Hour** – 5:30 to 6:30 p.m. Friday, June 13, Lions Park. Council Members from St. Michael, Otsego and Hanover have been invited.
- **Annual LMC Conference** – June 18-20, St. Cloud Convention Center (please let staff know if you would like us to sign you up)

Attachments: Friendly City Days Community Social Invitation to Neighboring Cities

Albertville Friendly City Days



*The Albertville City Council invites
you to come enjoy a cold beverage
at Central Park in Albertville, by
the baseball fields, at the
Albertville*

*Lion's
Beer
Garden*

***Join us for our Social Hour
Council Members,
Administrators,
Clerks & Staff***

Friday, June 13th

5:30 p.m.–6:30 p.m.

RSVP by June 11th to receive one
complementary beverage :

(763) 496-6802

tlannes@ci.albertville.mn.us