



**CITY COUNCIL AGENDA  
SPECIAL CITY COUNCIL MEETING  
April 29, 2019 3:30 P.M.**

The City of Montrose is committed to maintaining a safe, welcoming, family-friendly community, with affordable housing, where parents can raise their families; to ensuring our skilled, motivated employees provide high quality public services at a value; to sound stewardship and fiscal responsibility to ensure our city remains strong and prosperous, both now and into the future; to nurturing business-friendly partnerships to promote economic development and local jobs; to thoughtfully address community needs and plan for growth, innovation and sustainable development; and to ethical leadership that is responsive and accountable to our citizens.

Montrose City Hall  
Conference Room  
311 Buffalo Avenue South  
Montrose, Minnesota 55363

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ECONOMIC DEVELOPMENT AUTHORITY**

**A. Economic Development Authority Presentation**

1. Mr. Shannon Sweeney, David Drown Associates, will be presenting information regarding the delivery of economic development services and will be providing a survey to assist in identifying those economic development services that should be a priority in Montrose

**4. OLD BUSINESS**

**A. Discussion Regarding the Carver Field Concession Stand**

**B. 707 Brook Circle West – Muskrat Infestation**

1. Ordinance No. 2019-04 – *An Ordinance Regulating Discharge of Firearms*
2. Resolution No. 2019-08 – *A Resolution Declaring a Special Hunting Season*

**5. NEW BUSINESS**

**A. Montrose Fire Department – Equipment Purchase**

1. Discussion on the Purchase of a New Water Tender

**B. City Clerk-Treasurer**

1. League of Minnesota Cities Insurance Trust (LMCIT) – Liability Coverage Waiver Form

Motion that the City of Montrose does not waive the monetary limits on municipal tort liability established by Minnesota State Statute § 466.04.

2. Discussion Regarding May 27, 2019 City Council Workshop

**C. City Engineer**

1. Resolution No. 2019-09 – *A Resolution Approving Limited Use Permit No. 8601-008*

**D. Public Works Department**

1. Discussion Regarding Maintenance of the Terning Property
2. Discussion of Emerson Avenue Improvement Proposals
3. Approve Hiring of Two (2) Part-Time, Seasonal Summer Employees
  - a) Mr. Tom Goepfert
  - b) Mr. Joshua Anderson
4. Discussion Regarding Community Garden Clean-Up

**6. OTHER**

**7. UPCOMING MEETINGS**

- A.** Park and Recreation Commission Meeting – Wednesday, May 8, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- B.** Planning and Zoning Commission Meeting – Wednesday, May 8, 2019 at 7:00 p.m. in the Montrose Community Center
- C.** Regular City Council Meeting – Monday, May 13, 2019 at 7:00 p.m. in the Montrose Community Center

**8. ADJOURNMENT**



## TWINS FIELDS FOR KIDS PROGRAM

### Program Guidelines

**Program Summary.** The Twins Community Fund's *Twins Fields for Kids* program provides financial support to improve baseball and/ or softball facilities for youth in the Upper Midwest and Southwest Florida. The program makes matching grants to non-profit organizations and local government units that operate baseball and/ or softball programs.

In addition to the Minnesota Twins Community Fund, this year's program is sponsored by the Carl and Eloise Pohlad Family Foundation. The Twins Community Fund and its grant programs are supported in part by Target, Treasure Island, Best Buy, and US Bank.

Since its inception in 1999, the program has granted more than \$1.6 million to improve 425 Upper Midwest, and Southwest Florida ball fields.

**Administration.** The *Twins Fields for Kids* program will be administered by the Minnesota Twins Community Fund staff who review all requests, pay matching grants, work closely with grantee organizations to ensure completion of the projects and maintain program records.

**Matching Grant Size/Purpose.** \$1,000 to \$10,000.

Matching grants up to \$10,000 are available for the renovation or construction of baseball and/ or softball fields used primarily by youth. Eligible renovation projects include the upgrading of essential field components, such as new sod, infield, fencing and dugouts. Non-essential items, such as lights, bleachers, restrooms, batting cages and scoreboards, do not qualify for support. Routine maintenance of fields does not qualify. Communities that have not received a *Twins Fields for Kids* grant receive higher priority.

**Eligibility.** The program is open to any independent Upper Midwest or Southwest Florida 501(c)(3) non-profit organization, school or local government unit that operates youth baseball and/ or softball programs.

Any organization operating baseball or softball programs for youth that has secured funds equal to or exceeding the amount of the requested matching grant funds (can include in-kind contributions of materials or labor) may apply for a grant.

Organizations must also be governed by active boards and have sufficient revenue to operate their leagues.

**Application Process/Schedule.** Organizations must complete an application and submit other required documents. Applications will be accepted and reviewed throughout the year until all funds are distributed. Final grant determinations will be made by the Minnesota Twins Community Fund Board of Directors in April, June, and September. Application due dates are as follows:

<u>Application Due Date</u>	<u>Grant Determination/Notification</u>
March 12, 2010	April 30, 2010
May 14, 2010	June 30, 2010
August 13, 2010	September 30, 2010

Applications must be complete and sent through the U.S. Mail. Faxed/ emailed applications are not accepted.

Applicants must complete their renovation project within one year of the grant award date.

**Matching Grant Payments.** Matching grants will be paid after approval from the Twins Community Fund Board of Directors.

**Other Requirements.** Organizations receiving grants are required to:

- Prominently display provided signage recognizing program supporters; and
- Seek local media coverage of grant and dedication ceremonies.

For all grantees, the Minnesota Twins Community Funds agrees to:

- Recognize the organization and matching grant in *Twins Magazine* during the season as well as in newsletters.

**Questions about the *Twins Fields for Kids* program should be directed to:**

Stephanie Johnson  
Twins Fields for Kids Program  
TWINS COMMUNITY FUND  
1 Twins Way  
Minneapolis, Minnesota 55403

- ♦ Direct Phone (612) 659-3505
- ♦ E-mail [stephaniejohnson@twinsbaseball.com](mailto:stephaniejohnson@twinsbaseball.com)



## TWINS FIELDS FOR KIDS MATCHING GRANT APPLICATION – 2010

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Contact Daytime Phone: (\_\_\_\_) \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_

Applicants must be a Nonprofit 501(c)3 organization or government agency. Is your organization a (circle one):

Nonprofit 501(c)3 Organization      - OR -      Government Agency  
(attach copy of IRS designation letter)

Requested Matching Grant Amount: \$

**Renovation/Project Description** – Briefly describe the baseball/softball field renovation project (i.e., what is being upgraded – fences, dugouts, backstops, etc.). Will the MTCF grant be used for a specific purpose? Up to one additional page may be attached.

What is the total cost of the renovation project? \$ \_\_\_\_\_  
Please complete the attached line-item budget. Please include bids for work to be done if possible.

Has the renovation begun? Yes      No  
If so, what has been completed and when is the project scheduled to be complete?  
If not, when will it begin and when is the project scheduled to be complete?

How will/did you raise additional renovation funds? On the Line Item Budget section of this application, please list other sources of support that have been secured and requests for support that are currently pending or to be submitted.

How long has your organization been raising funds for this renovation project?

When will all funds needed for the project be secured?

What will be the impact on the project if you do not receive a Twins Fields for Kids grant?





**Other Requirements**

If a matching grant is approved, your organization must be willing to display a plaque supplied by the Twins Community Fund at the renovated field recognizing the support. Does your organization agree to do this?

Yes      No

If a matching grant is approved, your organization must submit a final report, receipts and photos of the completed project before the final payment is made. Does your organization agree to do this?

Yes      No

If a matching grant is approved, your organization must assist the Minnesota Twins in seeking the participation of local media for dedication ceremonies and newspaper articles. Does your organization agree to do this?

Yes      No

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED ATTACHMENTS:****PLEASE ATTACH:**

- 1) The completed line-item budget;
- 2) Pictures of the field and area being renovated;
- 3) A list of your program's board members/government agency's council members;
- 4) A list of other organizations making financial contributions to the renovation project, including the amount of their support and proof of their pledge; and
- 5) A copy of your 501(c)(3) IRS designation letter (if applicable).

All information required in the *Twins Fields for Kids* application must be supplied as specified. Do not leave any submission items unaddressed. If a submission item is not applicable, please state the reason(s) why the item does not apply.

Applications that are incomplete will be returned and will not be reviewed for funding until re-submitted as a complete application.

**COMPLETED APPLICATIONS SHOULD BE SENT TO:**

*Twins Fields for Kids*  
Attn: Stephanie Johnson  
1 Twins Way  
Minneapolis, MN 55403



**CITY OF MONTROSE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**ORDINANCE NO. 2019-04**

**AN ORDINANCE REGULATING DISCHARGE OF FIREARMS**

**THE CITY COUNCIL OF THE CITY OF MONTROSE ORDAINS:**

**SECTION 1.** Section 63.01, Subsection C, of the Montrose City Code is hereby repealed and replaced as follows:

C) No person shall shoot or discharge any firearm, air rifle, pellet gun or any other weapon within the City, nor shall any person cause any projectile to be fired from outside the City into the City, except as follows:

- 1) Persons duly authorized to act as law enforcement officers or members of the military forces of the country or the state in the discharge of their duties; or
- 2) Persons engaged in target, trap or skeet shooting at a target, trap, skeet range for which a permit has been issued by the Council. Prior to issuing a permit, the Council shall direct the designated law enforcement agency to investigate and report to the Council on the safety of the proposed range.
- 3) By any person participating in a special hunting season, which season may not conflict with state law or regulations, established by the city council for the purpose of wildlife management. The season shall be established by city council resolution when, based upon competent evidence, a season is needed to reduce animal population.

**SECTION 2.** This ordinance shall be in full force and effective immediately following its passage and publication.

**ADOPTED** this 29<sup>th</sup> day of April, 2019, by the City Council of the City of Montrose.

By: \_\_\_\_\_  
Michelle Otto, Mayor

ATTEST:

\_\_\_\_\_  
Deb Boelter, City Clerk

**CITY OF MONTROSE  
WRIGHT COUNTY, MINNESOTA**

**RESOLUTION NO. 2019-08**

**RESOLUTION DECLARING A SPECIAL HUNTING SEASON**

**WHEREAS**, Pursuant to City Ordinance No. 2019-04, Section 63.01 of the Montrose City Code was amended to allow the discharge of a firearm in conjunction with a special hunting season; and

**WHEREAS**, Minnesota Statutes Section 97B.655 allows a person to take muskrat without a license if the animal is causing damage; and

**WHEREAS**, Pat and Bru Ploog ("Owners") the owners of property located at 707 Brook Circle West ("Property") have requested permission to control a muskrat infestation that is causing damage to the Property, by use of firearms.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montrose, Minnesota that:

1. A special hunting season ("Season") for muskrat is declared at the Property.
2. Discharge of a firearm at the Property in accordance with this Resolution is not a violation of City Code Section 63.01, Subsection C. All other City Code provisions remain in effect.
3. All hunting must comply with all Minnesota laws and regulations regarding hunting and firearms.
4. Hunters may only hunt with a shotgun utilizing birdshot.
5. The Season shall run from the date of publication of Ordinance No. 2019-04 through July 31, 2019.
6. Prior to hunting, the Owners must notify all owners of land which abuts the Property.
7. Prior to hunting, the Owners must have an insurance policy in place which covers injury to persons and damage to property resulting from the hunting.
8. Hunting is only permitted by the Owners.
9. Hunting shall only be allowed between the hours of 8 a.m. and 6 p.m.
10. A firearm may only be discharged at an angle such that any discharged birdshot will not travel beyond the boundaries of the Property.
11. The Owners must notify conservation officer Rick Reller at 612-559-8734 within 24 hours after killing each muskrat, pursuant to Minnesota Statutes Section 97B.655.
12. Killed Muskrats must be placed in a leakproof bag or container and disposed of in the garbage.

**ADOPTED** by the City Council of the City of Montrose this 29<sup>th</sup> day of April, 2019.

By: \_\_\_\_\_  
Michelle Otto, Mayor

ATTEST:

\_\_\_\_\_  
Deb Boelter, Clerk-Treasurer



CONNECTING & INNOVATING  
SINCE 1913

### LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [psstech@lmc.org](mailto:psstech@lmc.org).

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of MONTROSE

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_

**CITY OF MONTROSE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA**

**RESOLUTION NO. 2019-09**

**A RESOLUTION APPROVING LIMITED USE PERMIT NO. 8601-0008**

**WHEREAS**, the City of Montrose must enter into Limited Use Permit No. 8601-0008 with the State of Minnesota, Department, Department of Transportation for the following purposes:

*To provide for maintenance and use by the City of Montrose upon, along and adjacent to Trunk Highway No. 25 and the limits of which are defined in said Limited Use Permit.*

**NOW THEREFORE BE IT RESOLVED** by the City Council of Montrose, Minnesota that the Limited Use Permit No. 8601-0008 is hereby approved.

**BE IT FURTHER RESOLVED** by the City Council of Montrose, Minnesota to authorize the Mayor and City Clerk-Treasurer to execute Limited Use Permit No. 8601-0008 with the Minnesota Department of Transportation.

Adopted by the City Council of Montrose, Minnesota this 29<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Michelle Otto  
Mayor  
City of Montrose

Attested:

\_\_\_\_\_  
Deborah R. Boelter  
City Clerk-Treasurer  
City of Montrose

**RESOLUTION CERTIFICATION  
CITY OF MONTROSE, MINNESOTA**

I certify that the above Resolution No. 2019-09 is an accurate copy of the Resolution adopted by the City Council of the City of Montrose, Minnesota at an authorized meeting held on the 29<sup>th</sup> day of April, 2019, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public \_\_\_\_\_.

My Commission Expires \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
LIMITED USE PERMIT**

C.S. 8603 (T.H. 25)  
C.S. 8601 (T.H. 12)  
County of Wright  
LUP # 8601-0008  
Permittee: City of Montrose  
Expiration Date: 05/31/2029

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Montrose, ("Permittee"), to use the area within the right of way of Trunk Highway No. 12, 25 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Non-Motorized Recreational Trail**

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized recreational trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This LUP terminates at 11:59PM on 05/31/2029 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole

determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and

- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.



7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

311 Buffalo Ave. South

PO Box 25  
Montrose, MN 55363

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 3 Right of Way  
7694 Industrial Park Rd.  
Baxter, MN 56425-8096

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
  - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA  
DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District  
Engineer

Date \_\_\_\_\_

CITY OF MONTROSE

By \_\_\_\_\_

Its

\_\_\_\_\_

And \_\_\_\_\_

Its

\_\_\_\_\_

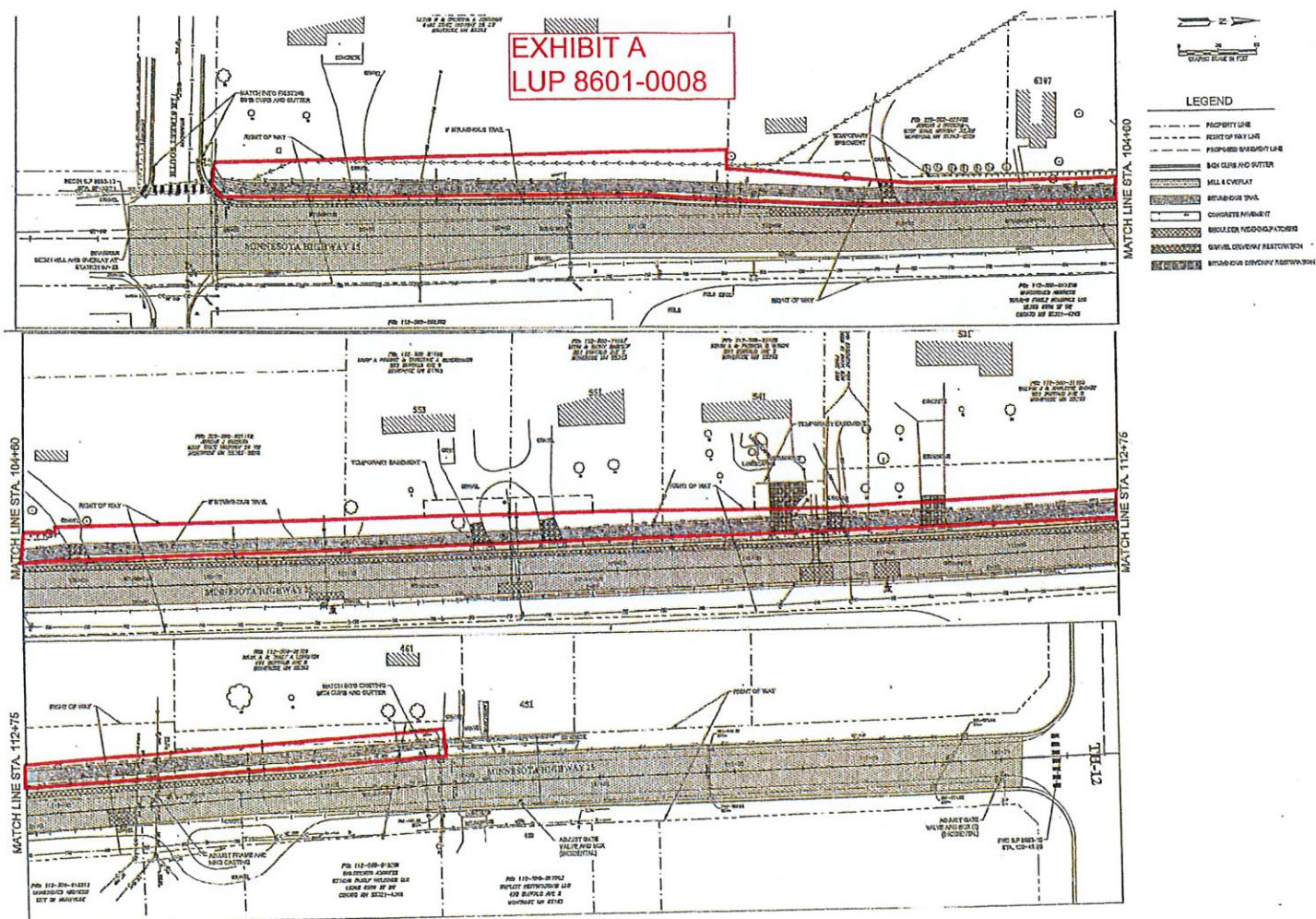
APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.



## CoM Utilities

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From: Please Do Not Click Reply <support@govoffice.com>  
Sent: Wednesday, October 31, 2018 4:54 PM  
To: CoM Utilities  
Subject: Contact Us (form) has been filed out on your site

Your Site has received new information through a form.

Form: Contact Us

Site URL: montrose-mn.com

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First and Last Name: Dennis Terning

Email: Dterning@hotmail.com

Phone: (612)709-5401

Comment or Question: Dear City of Montrose,

I'm contacting you today to address an ongoing issue that needs to be taken care of as soon as possible. That issue is, several years ago Montrose redone and improved your storm water drainage. In doing so, it created a large amount of water runoff that now flows above ground and diagonally through our property. There has become so much water that it has now become unfarmable and for the most part not even crossable with farm equipment. Which has caused a hardship. Now, to make matters even worse, there are trees starting to grow up on each side of this waterway. We strongly feel, at a bare minimum, the city of Montrose should be responsible for the removal and future maintenance of keeping trees and/or noxious weeds from growing throughout that area that has become unfarmable. Either, city employees conduct the removal, or the city of Montrose would reimburse us for the expense of the removal and maintenance moving forward.

I await your response,

Respectfully,

Dennis Terning

How would you like to be contacted? (Check one box only, please):

Call or email me

Do Not Click Reply - This e-mail has been generated from a super form.

**Wayne McCormick**

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**From:** Shawn D. Louwagie <slouwagie@wenck.com>  
**Sent:** Wednesday, November 14, 2018 8:35 AM  
**To:** Wayne McCormick  
**Cc:** Gary J. Bjorklund  
**Subject:** Drainage easement search  
**Attachments:** image006.emz; Ditch Easement.pdf

Wayne,

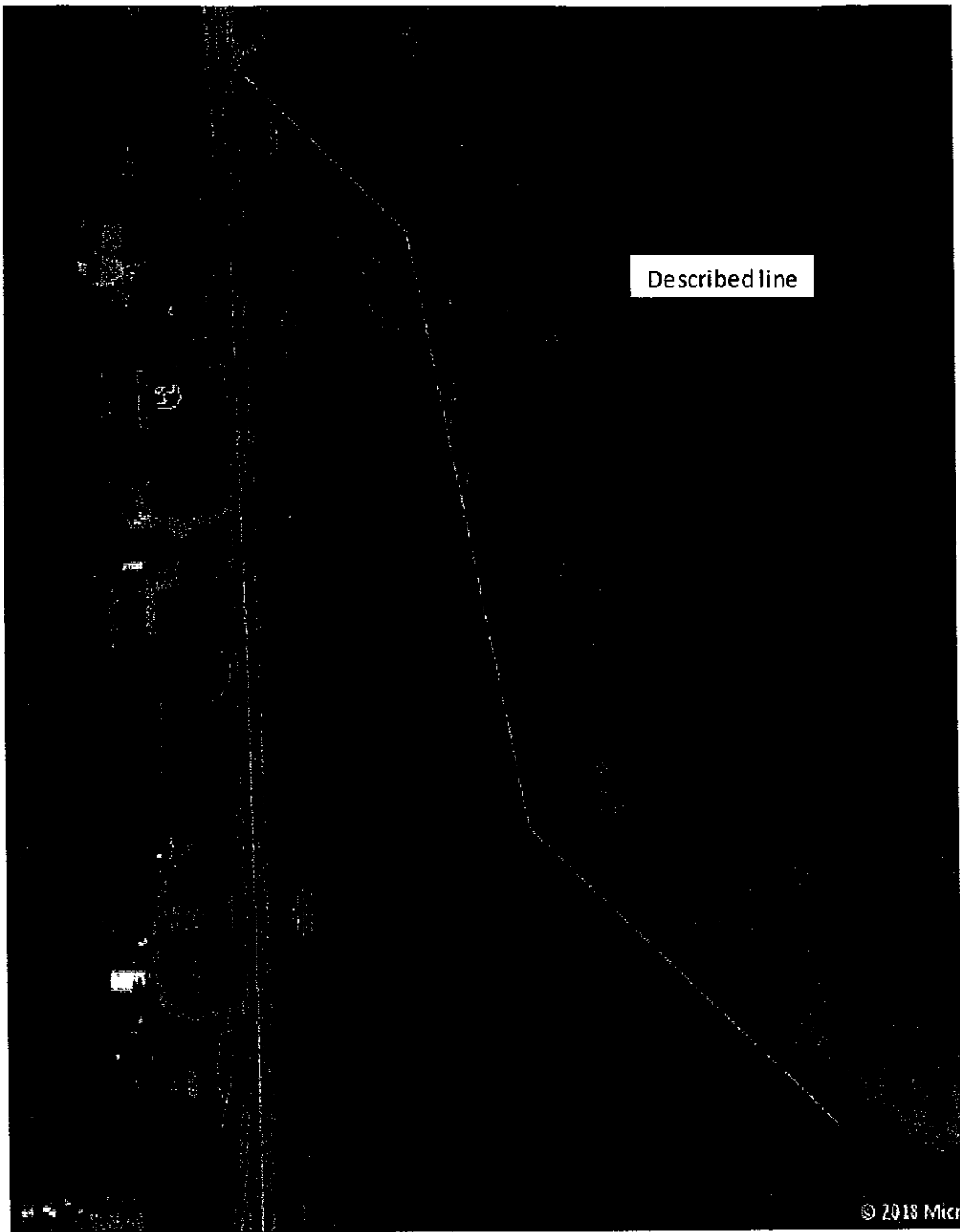
We looked to see if there were any existing easements for the drainage path through the farm field on the east side of TH 25.

Attached is the description for the easement. It was recorded on December 16<sup>th</sup>, 1952, and was granted for the construction, operation, and maintenance of a drain tile. The easement description is very general/crude, and has not defined width to it, but it seems to follow fairly closely with the drainage path.

That being said, there is no recorded document specifically for a drainage/utility easement through the properties.

One option could be pursuing a "prescriptive easement across the drainage path. This would require us to gather historic photos, and pull any records there might be on projects which direct stormwater to this ditch, and any maintenance records.

Part of getting a drainage easement across this is the upkeep and maintenance of the drainageway. Maybe the simplest solution is to take a look at it and see exactly what the resident wants done, it could be just part of the drainageway maintenance.



**Shawn Louwagie, PE (MN)**  
*Project Engineer / Associate*



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 1800 Pioneer Creek Center | Maple Plain, MN 55359

Easement

Donald Quinn and Deborah Quinn, husband and wife, and Ronald Jenkins and Evelyn Jenkins, husband and wife

to

Village of Montrose

Dated Dec. 16, 1952 Rec. Dec. 16, 1952 at 3 P.M.

Book 10 of Misc., page 275 File No. 188294

Consideration \$1. & ovc Wit. 2

Signed properly

Ack. Dec. 16, 1952 before Walter S. Johnson,  
NP, WCM 2/7/53 RS

Grants easement to construct, operate, maintain, repair an unsealed drainage tile drain through and across the fol: Along the Course and that part of the W.  $\frac{3}{4}$  of NW $\frac{1}{4}$  of Sec. 1 118-26 as fol: Beg. at a point on the W. sec. line of said sec. 1 which is 2000ft. N. of the W.  $\frac{1}{4}$  cor. of said sec., thence E. 33 ft. to the E. line of the State highway at which point a drainage box may be installed, thence continuing S.  $45^{\circ}$  E. for 260 ft., thence continuing S.  $10^{\circ}$  E. for 700 ft., thence continuing S.  $45^{\circ}$  500 ft. and there terminating.

