



**CITY COUNCIL AGENDA– REGULAR MEETING**  
**April 8, 2019 7:00 PM**

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 Community Center  
 200 Center Avenue South  
 Montrose, MN 55363

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. INVOCATION**

A. Pastor Ryan Clark – St. John’s Lutheran Church

**4. PLEDGE OF ALLEGIANCE**

**5. APPROVAL OF AGENDA**

**6. APPROVAL OF CONSENT AGENDA**

**A. Minutes**

1. March 11, 2019 Management Coordinating Committee Meeting – prepared by D. Boelter
2. March 11, 2019 Regular City Council Meeting – prepared by D. Boelter
3. April 2, 2019 Management Coordinating Committee Meeting – prepared by D. Boelter

**B. Accounts Payable**

1. City, April 8, 2019 – prepared by W. Manson
2. Fire Department, April 8, 2019 – prepared by W. Manson

**C. Monthly Utility Adjustments, March, 2019 - prepared by J. Bonniwell**

**D. Schedule a City Council Workshop – April 29, 2019**

1. Schedule a City Council Workshop for Monday, April 29, 2019 at 3:30 p.m. to be held at the Montrose City Hall Conference Room, 311 Buffalo Avenue South, Montrose

**E. Ordinance No. 2019-03 – Hertzog Parcel Annexation**

1. Ordinance No. 2019-03 *An Ordinance Annexing Land Located in Marysville Township, Wright County, Minnesota Pursuant to Minnesota Statutes § 414.033, Subdivision 2(1), Permitting Annexation by Ordinance*

**F. Trunk Highway Twenty-Five (TH 25) Reconstruction – Right of Entry**

1. Right of Entry – Kevin and Patricia Vergin

**G. Wright County Assessment Services Agreement**

1. Assessment Services Agreement between Wright County and the City of Montrose

**H. Public Works Department – Wage Increase Memo**

**I. Performance Review – Public Works Department Director – Salary Increase**

1. Upon a satisfactory Performance Review for Mr. Wayne McCormick, approve a salary increase plus the Cost-of-Living Adjustment (COLA) in accordance with in the American Federation of State, County and Municipal Employees (AFSCME) Council 65, Union Contract.

**J. Deputy Clerk – Salary Increase**

1. Approve a salary increase of two percent (2%), the Cost-of-Living Adjustment (COLA) in accordance with in the American Federation of State, County and Municipal Employees (AFSCME) Council 65, Union Contract.

**7. OPEN FORUM**

**8. WRIGHT COUNTY SHERIFF'S OFFICE**

- A.** March, 2019 Monthly Report

**9. REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS, AND COMMITTEES**

**A. City Council**

1. Monthly Activity Report

**B. Montrose Fire Department**

1. March, 2019 Activity Report
2. Accept personal leave of absence for Firefighter Ms. Jessica Binkley effective March 5, 2019
3. Accept the resignation of Firefighter Mr. Joshua Menard effective March 10, 2019
4. Year 2018 Annual Report

**C. Park and Recreation Commission**

1. April 1, 2019 Park and Recreation Commission Meeting Minutes
2. Carver Field Concession Stand Discussion

**D. Planning and Zoning Commission**

1. March 13, 2019 Planning and Zoning Commission Meeting Minutes
2. DRAFT Ordinance – Temporary Semi-Truck Parking in Business and Industrial Districts

**E. City Attorney**

1. Option Agreement – The Preserve Housing Development

**10. OLD BUSINESS**

**11. NEW BUSINESS**

- A. Agreement Between the City of Montrose and American Federation of State, County and Municipal Employees (AFSCME), Minnesota Council 65, Union Contract
- B. Discussion Regarding Management Coordinating Committee Meeting

**12. UPCOMING MEETINGS**

- A. U.S. Highway 12 Development Committee Meeting – Wednesday, April 17, 2019 at 5:00 p.m. in the Montrose City Hall Conference Room
- B. Planning and Zoning Commission Meeting – Wednesday, April 17, 2019 at 7:00 p.m. in the Montrose Community Center
- C. State of the City Address – Thursday, April 25, 2019 at 12:00 noon in the Citizen's State Bank Meeting Room
- D. City Council Workshop – Monday, April 29, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- E. Management Coordinating Committee Meeting – Tuesday, May 7 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- F. Park and Recreation Commission Meeting – Wednesday, May 8, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- G. Planning and Zoning Commission Meeting – Wednesday, May 8, 2019 at 7:00 p.m. in the Montrose Community Center
- H. Regular City Council Meeting – Monday, May 13, 2019 at 7:00 p.m. in the Montrose Community Center

**13. ACKNOWLEDGEMENTS****14. ADJOURNMENT**

City of Montrose  
 Management Coordinating Committee Meeting  
 Montrose City Hall  
 311 Buffalo Avenue South  
 Monday, March 11, 2019  
 3:30 P.M.

# **1. CALL TO ORDER**

**Pursuant** to call and notice the Management Coordinating Committee met on March 11, 2019 at 3:30 p.m.

Mayor Otto called the meeting to order at 3:30 p.m.

# **2. ROLL CALL**

Present: Mayor Michelle Otto  
 Council Member Lloyd Johnson  
 Council Member Tom Marszalek

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer  
 Mr. Wayne McCormick, Public Works Director

# **3. MR. VINCE VANDER TOP – WENCK ASSOCIATES**

Mr. Vince Vander Top was in attendance at the Management Coordinating Committee Meeting to evaluate the services being provided to the City of Montrose by Engineers from Wenck Associates.

# **4. CONDUCT ANNUAL REVIEW FOR PUBLIC WORKS DEPARTMENT DIRECTOR**

Mayor Otto, Council Member Johnson and Council Member Marszalek completed Mr. Wayne McCormick's Annual Performance Review.

At the completion of the Performance Review, Mayor Otto, Council Member Johnson and Council Member Marszalek directed Ms. Boelter to include on the April 8, 2019 Regular City Council Meeting's *Consent Agenda* approval to increase Mr. McCormick's salary plus the Cost-of-Living Adjustment (COLA) in accordance with in the American Federation of State, County and Municipal Employees (AFSCME) Council 65 Union Contract.

# **5. ECONOMIC DEVELOPMENT AUTHORITY (EDA)**

Ms. Boelter stated that she has contacted Mr. Shannon Sweeney of David Drown and Associates regarding the City of Montrose's Economic Development Authority (EDA). Ms. Boelter stated that she discussed the following with Mr. Sweeney:

- Adopting an "Enabling Resolution" to establish the guidelines and by-laws of the EDA.  
 Ms. Boelter stated that City staff was unable to locate the original Resolution and are uncertain what year the EDA was established. The EDA has been existence for at least twenty-two (22) years.
- Business Grant and/or Loan Programs with the Minnesota Investment Funds.  
 Ms. Boelter stated that the Minnesota Investment Funds that the City of Montrose received are Federal funding; so, they can only be used in specific programs.
- Mr. Sweeney will do a presentation to the City Council at a future meeting.

# **6. YEAR 2018 ACCOMPLISHMENTS**

Ms. Boelter stated that Mayor Otto would like to compile a list of accomplishments for the year 2018. Ms. Boelter presented the following accomplishments for consideration:

- Clean-Up of Blighted Properties.
- City staff changes.



- Primary and General Elections.
- Hiring of a new City Planner.
- Park Dedication Ordinance Amendments.

Ms. Boelter encouraged City staff and the City Council to contact her with any accomplishments they identify for the year 2018.

## **7. FRANCHISE FEES**

Ms. Boelter stated that City staff has been working with the City's Attorney to establish *Franchise Fees*.

Ms. Boelter continued by stating that the next step is for City staff to meet with representatives from Xcel Energy and Wright-Hennepin Cooperative Electric Association.

## **8. REGULARLY SCHEDULED MEETINGS WITH EMPLOYEES FROM THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49 – AFL/CIO**

Mayor Otto stated that she would like the City Council Members on the Management Coordinating Committee to resume monthly meetings with the Public Works Department employees that are under the International Union of Operating Engineers, Local No. 49 – AFL/CIO Contract.

The Committee discussed and Council Member Johnson, Council Member Marszalek and Mayor Otto were in agreement that they would like to meet monthly with the Public Works Department employees at the Montrose Community Center on the third Monday of each month at 3:30 p.m.

Mayor Otto directed City staff to have Ms. Jessica Bonniwell send a notice to the Public Works Department employees to meet at the Montrose Community Center on Monday, March 18, 2019 at 3:30 p.m.

## **9. CITY ASSESSOR CONTRACT**

Ms. Boelter stated that Ms. Wendy Manson is in discussion with the Wright County Assessor's Office regarding the City's vacant Assessor position. Ms. Manson is also obtaining contract quotes with private individuals.

Ms. Boelter stated that information will be presented to the City Council for consideration at a future meeting.

## **10. THE PRESERVE HOUSING DEVELOPMENT**

Ms. Boelter gave an update on *The Preserve Housing Development*.

## **11. EPPL PROPERTY – WELLHOUSE SITE**

Ms. Boelter gave an overview on the possible purchase of the Eppl property to be used by the City for a future Wellhouse.

## **12. WATER SHUT-OFF FEE**

Ms. Boelter stated that she is researching the possibility of a monthly *Delinquency Fee* for properties that have not paid their Utility Bill. During the winter months, and sometimes for other reasons, the Public Works Department is not always able to shut-off the water supply for past due utility accounts. As a result, residents with delinquent accounts fail to pay their past due balances; because, they understand that the Public Works Department is unable to shut-off their water supply.

Ms. Boelter stated that by having a *Delinquency Fee* in place, it will encourage residents to pay their past due utility bills.

The Committee discussed and were in agreement that Ms. Boelter should continue to research the possibility of a monthly *Delinquency Fee*.

## **13. OTHER**

A. Wright County Sheriff's Office – Cars Parked on City Streets

Ms. Boelter stated that City staff has contacted the Wright County Sheriff's Office and asked the Deputies to continue to give warnings and/or citations to vehicles that are parked on City streets overnight. She continued by stating that the parked vehicles have become an issue for the Public Works Department when they need to remove the snow from the streets.

Ms. Boelter stated that the representative from the Wright County Sheriff's Office would relay the message to the Deputies working in the City of Montrose.

B. Year 2018 Audit Workshop

Ms. Boelter stated that the City of Montrose's *Year 2018 Audit* is near completion and City staff would like to schedule a City Council Workshop before a future Regular City Council Meeting to review the Audit results.

The Committee discussed and directed City staff to schedule a Workshop.

C. Proposed Administrative Assistant Position

Ms. Boelter have an overview of the process to hire an Administrative Assistant to work in the Administration office at City Hall.

D. Dog Fostering Request

Ms. Boelter stated that City of Montrose resident, Mr. Joshuwa Carlson, will be in attendance at the March 11, 2019 Regular City Council requesting approval to harbor additional dogs on his property for a dog fostering program that he participates in.

E. Mr. Don Kuhnau – 286 Pheasant Ridge Drive

Ms. Boelter stated that City staff would like to schedule a meeting with Mr. Don Kuhnau and his wife, 286 Pheasant Ridge Drive, to discuss the issues that they have regarding the Holding Pond located on their property.

The Committee discussed and directed City staff to schedule a meeting with Mr. Kuhnau, his wife and the Management Coordinating Committee.

F. U.S. Highway Twelve Development Committee

Mayor Otto asked Ms. Boelter when the U.S. Highway Twelve (U.S. Highway 12) Development Committee will be meeting.

Ms. Boelter stated that she has been in contact with the members of the U.S. Highway 12 Development Committee and their first meeting is tentatively scheduled for Wednesday, April 17, 2019 at 5:00 p.m. in the City Hall Conference Room

G. Minnesota Municipal Clerks and Finance Officers Association – Annual Conference

Ms. Boelter stated that she and Ms. Wendy Manson will be attending the Minnesota Municipal Clerks and Finance Officers Association (MCFOA)'s Annual Conference from Tuesday, March 19, 2019 through Friday, March 22, 2019.

While at the Conference, Ms. Boelter stated that she will have access to her electronic mail (email) and voice mail; so, she will respond to any emails and voice mail messages she receives.

H. Former Casey's Gas Station Building

Mayor Otto asked if the City has been contacted by anyone interested in purchasing the former Casey's Gas Station Building.

Ms. Boelter stated that the City has not been contacted by anyone who is interested in purchasing the former Casey's Gas Station Building. She continued by stating that the City Planner, Mr. Myles Campbell, contacted an individual who owns and operates laundromats in the surrounding cities; however, he was not interested in purchasing the former Casey's Gas Station Building for use as a laundromat. Mr. Campbell continues to market the Building.

I. Storm Water Catch Basins

Mayor Otto shared her concerns, and the concerns of City residents, regarding the snow and other debris covering the storm water catch basins. She continued by stating that residents have contacted her for a map showing exactly where the storm water catch basins are located.

Mr. Wayne McCormick stated that it would be a burden on the Public Works Department Budget to pay the Public Works Department employees overtime wages to clear the snow and debris from around the storm water catch basins. The Management Coordinating Committee discussed and were in agreement that it was not feasible to pay the Public Works Department employees overtime wages to clear the storm water catch basins; unless, they cause a hardship for a resident and/or their property.

Mr. McCormick asked the City Council to have residents who are interested in clearing the snow and debris from the storm water catch basins to come to City Hall and he can show them on a map where they are located.

J. First (1<sup>st</sup>) Street North and Emerson Avenue North.

Mayor Otto asked Mr. McCormick if there is a plan for improvements to First (1<sup>st</sup>) Street North. She stated that the pavement is tearing up. Mr. McCormick stated that he will have the City Engineer evaluate the street. He continued by stating that he believes that 1<sup>st</sup> Street North needs mill and overlay.

Mr. McCormick recommended that curb and gutter be installed on Emerson Avenue North. The Management Coordinating Committee discussed and directed Mr. McCormick to research the installation of curb and gutter on Emerson Avenue North.

**14. ADJOURNMENT**

Mayor Otto adjourned the Management Coordinating Committee Meeting at 5:20 p.m.

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
City Clerk-Treasurer  
City of Montrose

City of Montrose  
 Regular City Council Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Monday, March 11, 2019  
 7:00 P.M.

# **1. CALL TO ORDER**

**Pursuant** to call and notice the Montrose City Council met in Regular Session on Monday, March 11, 2019 at 7:00 p.m.

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

# **2. ROLL CALL**

Present: Mayor Michelle Otto  
 Council Member Lloyd Johnson  
 Council Member Ben Kuehl  
 Council Member Tom Marszalek  
 Council Member Kirby Moynagh

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer  
 Mr. Wayne McCormick, Public Works Department Director

# **3. INVOCATION**

A. Ms. Therese Marszalek, Master of Divinity Degree – Buffalo Covenant Church

Ms. Therese Marszalek administered the Invocation.

# **4. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was taken.

# **5. APPROVAL OF THE AGENDA**

A. Approval of the Agenda

**Council Member Marszalek motioned to approve the March 11, 2019 Regular City Council Meeting Agenda. Council Member Moynagh seconded the motion. Motion carried 5-0.**

# **6. APPROVAL OF THE CONSENT AGENDA**

A. Minutes

1. Accepted the minutes of the February 11, 2019 Regular City Council Meeting.
2. Accepted the minutes of the February 13, 2019 Special Closed City Council Meeting.

B. Accounts Payable

1. Approved the March 11, 2019 Accounts Payable for the City of Montrose.
2. Approved the March 11, 2019 Account Payable for the Montrose Fire Department.

C. Monthly Utility Adjustments

1. Approved the Monthly Utility Adjustments for February, 2019.

D. Meeting Rescheduled – Planning and Zoning Commission Meeting – February 20, 2019

1. Authorize the Planning and Zoning Commission Meeting, scheduled for Wednesday, May 15, 2019 at 7:00 p.m. to be rescheduled to Wednesday, May 8, 2019 at 7:00 p.m.

Mayor Otto reminded City Council Members that any questions they may have for the City Attorney must go through City staff.

**Council Member Kuehl motioned to approve the Consent Agenda as presented. Council Member Johnson seconded the motion. Motion carried 5-0.**

7. **OPEN FORUM**

There were no residents who addressed the City Council during Open Forum.

8. **WRIGHT COUNTY SHERIFF'S OFFICE**

A. February, 2019 Monthly Report

City staff referred to the February, 2019 *Wright County Sheriff's Office Report* found in the City Council Packet.

9. **REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS AND COMMITTEES**

A. City Council

1. Monthly Activity Report

The City Council Members gave a brief overview of the meetings, activities and/or events they attended.

B. Montrose Fire Department

1. February, 2019 Activity Report

City staff referenced the *Monthly Activity Report* for the month of February, 2019 that was found in the City Council Packet.

C. Park and Recreation Commission

1. March 4, 2019, 2019 Park and Recreation Commission Meeting Minutes

Mr. Matt Russel, Park and Recreation Commission Chair, gave an overview of the items discussed at the March 4, 2019 Park and Recreation Commission Meeting.

D. Planning and Zoning Commission

1. Updates

a) The Preserve Housing Development

Ms. Boelter stated that Paxmar has decided to withdraw their *Development Application* for The Preserve Housing Development.

The City has had two (2) other developers show an interest in the Property. The City Planner is working with both developers and City staff will be meeting with each one separately in the near future to review their proposals.

b) Public Hearing on March 13, 2019 – Semi-Trailer Truck Parking Ordinance

Ms. Boelter stated that the Planning and Zoning Commission will be conducting a *Public Hearing* on Wednesday, March 13, 2019 at 7:00 p.m. to discuss amendments to the City Code for temporary and/or overnight parking of semi-trailer trucks in B-2 Highway Business District, I-1 Light. Since residents are not allowed to park semi-trailer trucks in residential developments. The amendments would allow semi-trailer trucks to park overnight in the aforementioned Districts.

c) Request Allowing Residents to Have Chickens Within City Limits – Mr. Kyle Hoffman

Mr. Kyle Hoffman, 804 Steamboat Lane, will be addressing the Planning and Zoning Commission at their Wednesday, March 13, 2019 to request that the City of Montrose allow residents to have chickens within City limits.

d) Snow and Ice Removal

Ms. Boelter thanked residents for removing the snow and ice from the sidewalks adjacent to their property.

e) Code Enforcement

Ms. Boelter stated that once the snow melts, City staff will again evaluate properties for Code Enforcement violations.

Ms. Boelter asked the City Council and other staff members to contact her with any properties they are concerned may be in violation of the City's Code.

2. Wednesday, May 15, 2019 Planning and Zoning Commission Meeting RESCHEDULED to Wednesday, May 8, 2019

Ms. Boelter stated that the Wednesday, May 15, 2019 Planning and Zoning Commission Meeting is being rescheduled to Wednesday, May 8, 2019. She continued by stating that she would like to attend the Law Enforcement Appreciation Dinner with her family on Wednesday, May 15, 2019.

E. Public Works Department

1. Storm Water Catch Basins

Mr. McCormick stated that if residents would like to locate the storm water catch basins on the street near their property to remove snow and other debris, they can come to City Hall and he will show them on a map where the storm water catch basins are located.

2. Snowmobiles on City Sidewalks

Mr. Steve Hayes, 240 Buffalo Avenue South, shared his concerns about snowmobiles that are on the City's sidewalks.

3. Resident Request – Mr. Craig Bren

Mr. Craig Bren, 275 – 3<sup>rd</sup> Street South, addressed the City Council regarding improvements to 3<sup>rd</sup> Street South. Mr. Bren shared his concerns regarding the lifted pavement and potholes on 3<sup>rd</sup> Street South.

Mr. McCormick stated that major improvements to 3<sup>rd</sup> Street South are scheduled for the year 2021. He continued by stating that the Public Works Department will patch the road until that time.

Mr. Bren asked if the City will be installing curb and gutter at the time of the year 2021 improvements. Mr. McCormick stated that he would verify with the City's Engineer whether curb and gutter were being installed.

10. NO OLD BUSINESS.

11. NEW BUSINESS

#### A. Discussion Regarding Fostering of Dogs – Mr. Joshuwa Carlson

Mr. Joshuwa Carlson, 710 Brook Circle West, addressed the City Council and asked for permission to have additional dogs on his property. He stated that they currently own two (2) dogs and they foster two (2) rescue dogs and since the City's Ordinance only allows a resident to have two (2) dogs, he would like permission from the City to have a total of four (4) dogs.

Mr. Carlson provided the City Council with the following information:

- ✓ They do not typically have the dogs for more than thirty (30) days.
- ✓ They do have their property fenced to contain the dogs.
- ✓ They regularly remove the dog feces from their property.
- ✓ All the dogs are kept up to date with their vaccines.

Council Member Marszalek asked Mr. Carlson if the rescue dogs are evaluated for health and/or behavioral issues. Mr. Carlson stated that the dogs are evaluated for both.

Ms. Boelter stated that if the City Council would agree to allow Mr. Carlson to foster two (2) rescue dogs, the City Attorney will prepare a *Dog Fostering Permit* with certain requirements and stipulations.

The City Council discussed and agreed to allow Mr. Carlson to foster two (2) rescue dogs.

**Council Member Moynagh motioned to allow Mr. Joshuwa Carlson to foster rescue dogs and to not exceed a total of four (4) dogs on his property. Council Member Marszalek seconded the motion. Motion carried 5-0.**

## 12. UPCOMING MEETINGS

- A. Planning and Zoning Commission Meeting – Wednesday, March 13, 2019 at 7:00 p.m. in the Montrose Community Center.
- B. Park and Recreation Commission Meeting – Monday, April 1, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room.
- C. Management Coordinating Committee Meeting – Tuesday, April 2, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room.
- D. Wright County *Open Book Meeting* for the City of Montrose – Thursday, April 4, 2019 from 3:00 p.m. to 7:00 p.m. in the Wright County Government Center, 10-2<sup>nd</sup> Street Northwest, Buffalo, Minnesota 55313 - Assessor's Office – Room 100.
- E. Economic Development Authority (EDA) Meeting – Monday, April 8, 2019 at 5:30 p.m. in the Montrose Community Center.
- F. Regular City Council Meeting – Monday, April 8, 2019 at 7:00 p.m. in the Montrose Community Center.
- G. Planning and Zoning Commission Meeting – Wednesday, April 16, 2019 at 7:00 p.m. in the Montrose Community Center.

## 13. ACKNOWLEDGEMENTS

### A. Snow Removal

Council Member Moynagh acknowledged the City of Montrose's Public Works Department employees and the Wright County Highway Department employees for the great job they are doing with snow and ice removal from City and County streets, roads, sidewalks and trails.

## 14. ADJOURNMENT

**Council Member Kuehl motioned to the adjourn the Regular City Council Meeting at 7:30 p.m. Council Member Moynagh seconded the motion. Motion carried 5-0.**

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
City Clerk-Treasurer  
City of Montrose



City of Montrose  
 Management Coordinating Committee Meeting  
 Montrose City Hall  
 311 Buffalo Avenue South  
 Tuesday, April 2, 2019  
 3:30 P.M.

## 1. CALL TO ORDER

**Pursuant** to call and notice the Management Coordinating Committee met on April 2, 2019 at 3:30 p.m.

Mayor Otto called the meeting to order at 3:30 p.m.

## 2. ROLL CALL

Present: Mayor Michelle Otto  
 Council Member Lloyd Johnson  
 Council Member Tom Marszalek

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer  
 Mr. Wayne McCormick, Public Works Director

## 3. CITY ENGINEER DISCUSSION

Mayor Otto stated that she would like to discuss the engineering costs the City is incurring. She continued by stating that the fees for Wenck Engineering are higher than Bolton and Menk, Incorporated.

Mayor Otto asked Ms. Boelter for the fee comparison between Wenck Engineering and Bolton and Menk, Incorporated.

Ms. Boelter stated that Bolton and Menk, Incorporated would budget seventeen percent (17%) of the total cost of a project. Currently, the Trunk Highway Twenty-Five (TH 25) Project being administered by Wenck Engineering is at twenty-five percent (25%) of the total project cost and is projected to be thirty percent (30%) of the total project cost.

The Management Coordinating Committee directed Ms. Boelter to schedule another meeting with representatives from Wenck Engineering.

## 4. YOUTH SUPPORT

Mayor Otto stated that she would like to identify a way to get youth more involved in the Community.

The Management Coordinating Committee discussed and would like to work with Community organizations and ask them to encourage youth to get involved in volunteer opportunities at the activities and/or events that are sponsored by their organizations.

## 5. ECONOMIC DEVELOPMENT AUTHORITY (EDA)

Ms. Boelter stated that she will be scheduling a City Council Meeting Workshop for Monday, April 29, 2019 at 3:30 p.m. Mr. Shannon Sweeney of David Drown and Associates will be doing a presentation about an Economic Development Authority (EDA). Ms. Boelter stated that she and Council Member Marszalek discussed the following with Mr. Sweeney:

- Adopting an "Enabling Resolution" to establish the guidelines and by-laws of the EDA.  
 Ms. Boelter stated that City staff was unable to locate the original Resolution and are uncertain what year the EDA was established. The EDA has been existence for at least twenty-two (22) years.
- Business Grant and/or Loan Programs with the Minnesota Investment Funds.

Ms. Boelter stated that the Minnesota Investment Funds that the City of Montrose received are Federal funding; so, they can only be used in specific programs.

- Mr. Sweeney will also be doing a brief presentation to the Montrose Waverly Chamber of Commerce at their April 25, 2019 Lunch Meeting.

## 6. YEAR 2018 ACCOMPLISHMENTS

Ms. Boelter asked if the Members of the Management Coordinating Committee were able to identify any accomplishments for the year 2018. Ms. Boelter again presented the following accomplishments:

- Clean-Up of Blighted Properties.
- City staff changes.
- Primary and General Elections.
- Hiring of a new City Planner.
- Park Dedication Ordinance Amendments.

Ms. Boelter encouraged City staff and the City Council to contact her with any accomplishments they identify for the year 2018.

## 7. OPEN COMMUNICATION BETWEEN STAFF, CITY COUNCIL MEMBERS AND RESIDENTS

Mayor Otto stated that there needs to be open communication between the City staff, City Council Members and residents.

Mayor Otto asked City staff and City Council Members to be open and upfront with each other on issues.

## 8. U.S. HIGHWAY 12 DEVELOPMENT COMMITTEE MEETING

Ms. Boelter stated that the U.S. Highway 12 Development Committee will be meeting on Wednesday, April 17, 2019 at 5:00 p.m. in the City Hall Conference Room.

She continued by stating that the first meeting will be introductions, obtaining an understanding of what the Committee has worked on in the past and what direction the Committee would like to take in the future.

Ms. Boelter stated that the Committee Members have requested that an Engineer from the Minnesota Department of Transportation (MN DOT) attend a Committee Meeting in the future.

## 9. CITY ASSESSOR CONTRACT

Ms. Boelter presented the proposed *Assessment Services Agreement* between the City of Montrose and the Wright County Assessor's Office.

Ms. Boelter stated that City staff has contacted private individuals that were interested in providing Assessment Services in the City of Montrose; however, two (2) individuals declined the opportunity and two (2) individuals never responded back to the City.

Ms. Boelter stated that as City staff discussed Assessment Services with the Wright County Assessor, Mr. Anthony Rasmussen, it was clear that it would be in the best interest of the City to enter into an *Agreement* with the Wright County Assessor's Office.

Ms. Boelter stated that the Wright County Assessor's Office does charge a fee of \$50.00 per parcel for each new residential or commercial/industrial building permit with an estimated construction of \$499,999.00 or less and \$150.00 per parcel for each new residential or commercial/industrial building permit with an estimated construction of \$500,000 or more. In the past, the City has recouped this fee on the Building Permit; so, an amendment will need to be made to the Ordinance 2019-02 *An Ordinance Setting Various Development and Administrative Fees* to reflect this increase.

The Management Coordinating Committee discussed and directed City staff to include the *Assessment Services Agreement* on the April 8, 2019 Regular City Council Meeting's Consent Agenda.

## 10. THE PRESERVE HOUSING DEVELOPMENT

Ms. Boelter gave an update on *The Preserve Housing Development*.

#### 11. **EPPL PROPERTY – WELLHOUSE SITE**

Ms. Boelter gave an overview on the progress of the purchase of the Eppl property to be used by the City for a future Wellhouse.

#### 12. **CITY COUNCIL WORKSHOPS**

Mayor Otto recommended that the City Council resume having Workshops on the fifth (5<sup>th</sup>) Monday of the month.

The Management Coordinating Committee discussed and were in agreement that the City Council should conduct Workshops on the fifth (5<sup>th</sup>) Monday of the month.

#### 13. **OTHER**

##### A. Carver Field Concessions

Mayor Otto stated that the Park and Recreation Commission has asked her to rent the Carver Field Concession garage from the months of May, 2019 to August, 2019 to sell concessions.

Ms. Boelter stated that the Governmental Accounting Standards Board (GASB) requires that any financial transactions being conducted from a City facility must have an accounting of the funds. Mayor Otto stated that any profit she would acquire from the sale of concessions would be donated to the City of Montrose.

Mr. Wayne McCormick stated that if the City of Montrose applies for the Minnesota Twins Grant to fund improvements to Carver Field, the Grant requires the City to show the financials of the concession sales.

The Management Coordinating Committee discussed and directed City staff to include discussion of the Carver Field Concessions on the April 8, 2019 Regular City Council Meeting Agenda.

##### B. Year 2018 Audit Workshop

Ms. Boelter stated that the City of Montrose's *Year 2018 Audit* has been completed and a City Council Workshop has been scheduled for Monday, April 8, 2019 at 6:00 p.m. at the Montrose Community Center to review the Audit results.

##### C. Dog Fostering Permit

Ms. Boelter stated that she sent an electronic mail (email) to all City Council Members to review the *Dog Fostering Permit* prepared by the City Attorney, Ms. Amy Schutt. She continued by stating that she did not receive any amendment requests from any of the City Council Members; so, she is going to proceed with the preparing the *Permit*.

The Management Coordinating Committee discussed and directed Ms. Boelter to proceed with the *Dog Fostering Permit*.

##### D. Mr. Don Kuhnau – 286 Pheasant Ridge Drive

Ms. Boelter stated that City staff has not received any additional phone calls from Mr. Don Kuhnau and his wife, 286 Pheasant Ridge Drive, regarding the *Holding Pond* located on their property.

Ms. Boelter asked the Management Coordinating Committee if they would like to still meet with Mr. Kuhnau and his wife. The Committee directed City staff to schedule a meeting.

##### E. Request From Ms. Sandy Oak – 834 Emerson Avenue North

Ms. Boelter presented an electronic mail (email) that the City Council Members received from Ms. Sandy Oak, 834 Emerson Avenue North. Ms. Oak was billed \$100.00 from the City of Montrose for snow removal from her sidewalk. She asked the City Council to waive the bill and consider her request at the April 8, 2019 Regular City Council Meeting.

Ms. Boelter stated that Ms. Oak will not be in attendance at the April 8, 2019 Regular City Council Meeting; so, she would not be available to answer questions from the City Council. Ms. Boelter stated that the item should not be presented at the City Council Meeting without Ms. Oak being available to discuss her request.

Ms. Boelter shared her concerns about granting Ms. Oak's request. She continued by stating that there were other invoices that residents received for not removing the snow from their sidewalks and to be fair to everyone, no one's invoice should be waived.

Mayor Otto stated that she responded to Ms. Oak and informed her that the City of Montrose would not be waiving her invoice and that she was responsible for paying it.

**F. Public Works Department**

Mr. Wayne McCormick gave an update on the following items:

- Street sweeping.
- Part-time, seasonal summer employee applications received.
- Clean up of the drainage ditch near the Solar Field.
- The results of the Public Work Department's Employee Reviews.
- Street repair and maintenance.
- Survey for lead piping.
- Soft water treatment facility.

**14. ADJOURNMENT**

Mayor Otto adjourned the Management Coordinating Committee Meeting at 5:30 p.m.

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
City Clerk-Treasurer  
City of Montrose

# ACCOUNTS PAYABLE LIST

APRIL 8, 2019

Payroll	3/11/19 Payroll	12226.21
Payroll	3/25/19 Payroll	12601.65
IRS-Federal Tax Payment	3/11/19 FED/FICA Tax	4399.88
IRS-Federal Tax Payment	3/25/19 FED/FICA Tax	4558.68
MN Dept. of Revenue	3/11/19 State Withholding	834.83
MN Dept. of Revenue	3/25/19 State Withholding	877.29
PERA	3/11/19 Payroll	2568.71
PERA	3/25/19 Payroll	2629.23
Carpentry Contractors	Refund Comm. Ctr. Rent	125.00
MN Dept. of Revenue	Feb. Sales Tax	1564.00
Mr. Cooper	TH 25 Mortgage Processing Fee	250.00
Payment Service Network	Feb. PSN/ACH	984.54
AFSCME #65	March Union Dues	171.00
AmeriPride Services	Uniforms/Floor Mats	363.34
Bolton & Menk	Well/Wellhouse Engineering	1389.00
Briggs & Morgan	Legal Services-Plow Truck Lease	2250.00
*Campbell Knutson	Legal Services	9542.12
Cardmember Service	Public Works Plow Truck	38.53
Cardmember Service	Training/Office Supplies	83.52
Centra Sota	Diesel Fuel	877.20
*Citizens State Bank	Mar. H.S.A. Deposit	2558.00
Comcast	WWTP Internet	104.85
Delano Auto Parts	Plow Trucks/WWTP	96.96
Delta Dental	Apr. Dental Ins.	699.60
Hawkins	WWTP Chemicals	4508.97
Health Partners	Apr. Health Ins.	10517.91
I.I.M.C.	Annual Dues	170.00
*IUOE Local 49	Mar. Union Dues	244.00
Jake Excavating	Pheasant Hills Stormwater Pond	1200.00
Marie Jenson	Janitorial Services	380.00
League of MN Cities	Otto-MN Mayor's Conf	205.00
*Madison Nat'l Life Ins	Apr Disability Ins.	359.26
Marco Tech.	Printer Mtce/Agreement	41.16
Menards	PW Shop/City Hall	621.42
*Metro West Inspections	Bldg. Permits/Inspect.	2050.58
Milhausen Auto Repair	Colorado Pickup Mtce.	117.55
MN Computer Systems	Monthly Copier Mtce/Agreement	234.00
MVTL Labs	Water Testing	48.20
MVTL Labs	WWTP Testing	351.40
*NW Assoc. Consultants	Planners Services	3344.56
North Star Awards	Emery Name Plate	8.50
Paumen Computer Service	Monthly Backup/IT	435.00

April 8, 2019

Page 2

Pitney Bowes	Qtrly Postage Machine Rental	180.00
Randy's Enviro. Services	March Refuse/Recycle	15529.99
Matt Russell	Skate Day Characters	125.00
St. Cloud State Univ.	Bonniwell Clerks Institute	145.00
Star2Star Comm.	Telephone Service	333.12
Total Printing	Business Cards	100.00
Traut Companies	Test Well	3370.00
USABLE Life Ins	Apr. Life Ins.	79.50
WakeSun, LLC	Solar Energy	4534.88
*Wenck Assoc.	Engineering Services	11270.74
Wex Bank	Gas Charges	451.04
Windstream	Telephone Charges	113.96
Wright Cty Hwy Dept	Road Salt	6755.33
Wright Cty Treasurer	Jan & Feb County Fines	1773.82
Wright Cty Auditor	2019 Special Assess Fee	19.60
Wright-Hennepin CO-OP	Electric Charges	178.58
Xcel Energy	Electric & Gas Charges	7518.40

<b>ACCOUNTS PAYABLE SUBTOTAL</b>	<b>139110.61</b>
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Ameripride	Uniforms/Floor Mats	101.03
*Colonial Life	Employee Insurance	74.52
Comcast	Internet Service	431.80
Core & Main	Streets Cold Patch	1754.00
Duane Nielsen Co.	WWTP Meter Calibrations	530.05
Brady Elsenpeter	Utility Overpayment	52.46
Gopher State One-Call	Water/Sewer Locates	10.80
Hawkins	WWTP Chemicals	4496.64
Marie Jensen	Janitorial Service	550.00
John J Morgan Co.	WWTP Heater	1092.27
Klatt True Value	CO2 Cylinder	204.42
Becky Lind	Refund Damage Deposit(Comm Ctr)	300.00
M&M Express Sales	Snowblower	1349.00
Tom Marszalek	Mileage Reimbursement	146.16
Mid-American Research	Street Marking Paint	584.90
Milhausen Auto	Colorado Pickup Mtce.	85.00
Mariah Miller	Utility Overpayment	195.28
MN Computer Systems	Monthly Copier Mtce/Agreement	234.00
MN Dept of Labor/Ind	1st Qtr Bldg Permit Surcharge	27.36
MVTL Labs	WWTP Testing	127.10
Nystrom Publishing	Qtrly Newlwtter/Postage	1592.95
Bryce Ramthun	Utility Overpayment	77.06
Star2Star Comm	Telephone Service	333.12
Duane Swenson	2019 Assessment	9689.25
U.S. Postal Service	2019 P.O. Box Rental	64.00
Verizon	Cell Phones	346.01
Wilson Develop Services	TH 25 Appraisal	20456.85
Xylem Water Solutions	WWTP UV System	1897.79

April 8, 2019

Page 3

TOTAL ACCOUNTS PAYABLE

185914.43

OTTO

BOELTER

MARSZALEK

JOHNSON

KUEHL

MOYNAGH

## \* Appendix

Payments received to offset checks written

Payroll Deduction	AFSCME-Mar Union Dues	171.00
Payroll Deduction	Mar. H.S.A. Deposit	1158.00
Payroll Deduction	IUOE 49-Mar. Union Dues	244.00
Payroll Deduction	Mar. Employee Ins	74.52
Payroll Deduction	Apr. Disability Ins.	359.26
Building Permits	Metro West	2050.58
Developer Expenses	Preserve Legal Fees	725.90
Developer Expenses	Preserve Planners Fees	543.10
Developer Expenses	Preserve Engineering Fees	266.00

# FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

## APRIL 8, 2019

Central Fire	Fire Extinguisher Mtce	18.00
Emerg. Response Solutions	SCBA Repair	175.58
MN State Fire Chiefs Assn	FF Officer Training	855.00
Wex Bank	Gas Charges	451.04
Comcast	Internet Service	97.85
Jefferson Fire & Safety	FD Supplies-Foam	920.00
Verizon	FD I-Pad	40.01
<b>TOTAL ACCOUNTS PAYABLE</b>		<b>2557.48</b>

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 OTTO

BOELTER

MARSZALEK

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 JOHNSON

KUEHL

MOYNAGH

### \*APPENDIX

Payments received to offset checks written



**CITY OF MONTROSE**  
**Monthly Adjustments**

03/29/19 8:12 AM  
Page 1

Account	Tran Type	Charge Name	Charge Type	Amount	Date
00-00005140-03-	Adjustment		UR	(\$38.13)	3/13/2019
00-00004132-01-	Adjustment		UR	(\$101.11)	3/13/2019
				<u>(\$139.24)</u>	

((Type="Adjustment")) AND ((Date Between [enter start date] And [enter stop date]))

## MEMORANDUM

**To:** City of Montrose  
**From:** Campbell Knutson, P.A.  
**Date:** March 19, 2019  
**Re:** Hertzog Parcel Annexation

---

### Background

Staff has been working to resolve the long outstanding issues regarding annexation of property in Marysville Township. On December 10, 2018, the Council passed an ordinance to annex the "Hertzog" parcel into the City. We have recently been informed by the state that the legal description in that ordinance, which we obtained from a title company, was incorrect. Therefore, the City will need to pass a new ordinance and send it to the state. That ordinance is attached.

CITY OF MONTROSE  
WRIGHT COUNTY, MINNESOTA

ORDINANCE NO. 2019-03

**AN ORDINANCE ANNEXING LAND LOCATED IN  
MARYSVILLE TOWNSHIP, WRIGHT COUNTY, MINNESOTA  
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBDIVISION 2(1),  
PERMITTING ANNEXATION BY ORDINANCE**

PREAMBLE

**WHEREAS**, the City adopted Ordinance Number 2018-15 on December 10, 2018, which annexed certain City-owned property into the City.

**WHEREAS**, the City was subsequently informed that the legal description of the Land in Ordinance Number 2018-15 was incorrect.

**WHEREAS**, the land proposed for annexation ("Land") is legally described as follows:

That part of the following described PARCEL A lying westerly of the following described LINE A

Parcel A

That part of the Southeast Quarter of Section 26, Township 119, Range 26, described as follows Commencing at the Northeast corner of said Southeast Quarter, thence on a bearing of South 0 degrees 00 minutes 00 seconds East along the East line of said Southeast Quarter a distance of 835.70 feet to the point of beginning, thence continue South 0 degrees 00 minutes 00 seconds East along said East line a distance of 275.00 feet, thence North 90 degrees 00 minutes 00 seconds West a distance of 396.00 feet, thence North 0 degrees 00 minutes 00 seconds West a distance of 275.00 feet, thence South 0 degrees 00 minutes 00 seconds East a distance of 396.00 feet to the point of beginning, according to the United States Government Survey thereof, Wright County, Minnesota.

LINE A

Commencing at the northeast corner of the Southeast Quarter of Section 26, Township 119 North, Range 26 West, Wright County, Minnesota, thence South 00 degrees 16 minutes 27 seconds West, assumed bearing, along the east line of said Southeast Quarter, 835.70 feet to the northeast corner of the above described tract, thence North 89 degrees 43 minutes 33 seconds West, along the north line of the above described tract, 396.00 feet to the northwest corner of the above described tract, thence continuing North 89 degrees 43 minutes 33 seconds West along the westerly extension of said north line 36.00 feet, thence South 00 degrees 16 minutes 27 seconds West 102.43 feet, thence southeasterly 136.95 feet, along a non-tangential curve concave to the southwest, having a radius of 560.00 feet, a central angle of 14 degrees 00 minutes 44 seconds, and a chord which bears South 15 degrees 00 minutes 17 seconds East, to a west line of the above described tract and the point of

beginning of the line to be described, thence southeasterly a distance of 41.03 feet continuing along the last described curve concave to the west, having a radius of 560.00 feet, a central angle of 04 degrees 11 minutes 53 seconds, to the south line of the above described tract and said line there terminating.

PID 211-000-264102

**WHEREAS**, the Land is owned by the City of Montrose and is therefore deemed to be urban or suburban in character, or about to become so;

**WHEREAS**, no part of the Land is included within the limits of an incorporated city;

**WHEREAS**, the City has authority, pursuant to Minn. Stat. 414.033, Subd. 2(1) to declare the Land annexed to the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA ORDAINS:**

**Section A.** Repeal. Ordinance Number 2018-15 is hereby repealed.

**Section B.** Land Annexed. The corporate limits of the City of Montrose are hereby extended to include the Land.

**Section C.** Taxes/Reimbursement to Township. Pursuant to the requirements of Minn. Stat. 414.036, the City shall provide a reimbursement to the town to compensate the town for the loss of taxable property in the amount of Zero Dollars (\$0.00), as this property is government owned and tax exempt.

**Section D.** Filing. The City Clerk is directed to file certified copies of this ordinance with the Secretary of State, the County Auditor, the Town Clerk of the affected township and the Chief Administrative Law Judge for the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings. The City Attorney may act as necessary to complete the annexation process.

**Section E.** Effective Date of Annexation. This Ordinance shall be in full force and effect and final upon the date this Ordinance is approved by the Chief Administrative Law Judge for the Office of Administrative Hearings.

**ADOPTED** this 8th day of April, 2019, by the City Council of the City of Montrose.

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

ATTEST:

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



OFFICE 952.448.4630

800.448.4630

FAX 952.448.4676

510 N. CHESTNUT STREET

SUITE 200

CHASKA, MINNESOTA 55318

WWW.WILSONDEVELOPMENTSERVICES.COM

## MEMO

Date: March 20, 2019

To: Deb Boelter, City of Montrose

Cc: Shawn Louwagie, Wenk  
Amy Schutt, Campbell Knutson

From: Leah Traxler, Wilson Development Services

Re: TH 25 reconstruction  
Parcel 4, Vergin  
Right of Entry

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The Vergins have signed the Permanent and Temporary Easement documents at the offer amount.

A portion of the Vergins driveway will be reconstructed as a part of the project and become steeper than it already is. The driveway also has an area to the side that the Vergins use to back into enabling them to enter TH 25 moving forward. The Temporary Easement encompasses only half of the turn around area.

Shawn Louwagie has been working with the Vergins to address their main concern - the area they use to turn around will have an increased slope, but only in half of the area. Shawn believes they could lessen the grade change and avoid a grade break in the turnaround if construction goes further up the driveway (about 10 feet). The final determination will have to be assessed in the field, during construction.

The goal is to keep the turnaround as level as possible, creating the necessity of an additional Right of Entry. The attached Right of Entry will give city contractors the ability to access the area and complete the work. Because the project doesn't "need" this area, the City cannot condemn it. The Vergins do not want to argue the acquisition in court, they simply want to be able to turn around, cross over the trail, and enter TH 25 safely, in a forward motion.

Regardless of the outcome of grade determination in the field, the driveway and turnaround in the Right of Entry area will have the asphalt replaced. The maximum amount the City will be held responsible for in the right of entry area is \$1,500.

## RIGHT OF ENTRY

Kevin A. Vergin and Patricia D. Vergin, the owner(s) of certain lands in Wright County, identified as tax parcel 112-500-021106 hereby grant(s) the City of Montrose, its employees, contractor(s) and agent(s) the right to enter upon the property as approximately shown in the color purple on the attached sketch for the purpose of removing, grading and replacing a portion of the driveway and "turn around" with material as similar to that existing prior to construction as possible. This right of entry shall be effective for a period of 18 months from June 1, 2019 through December 1, 2020.

Owner(s) signed this Right of Entry with the expectation that the City will reevaluate the slope of the driveway during construction to provide a similar slope where the "turn around" is located north of the driveway. The City will contribute up to \$1,500 for the construction costs for the work completed in the Right of Entry area. In any event, the paved area depicted in purple will be replaced at no cost to the owner.

It is further understood that this right of entry does not constitute a waiver on behalf of the owner(s) to any claim for damages caused by construction activities for 8603-10 (TH 25).

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of Montrose

Grantor(s)

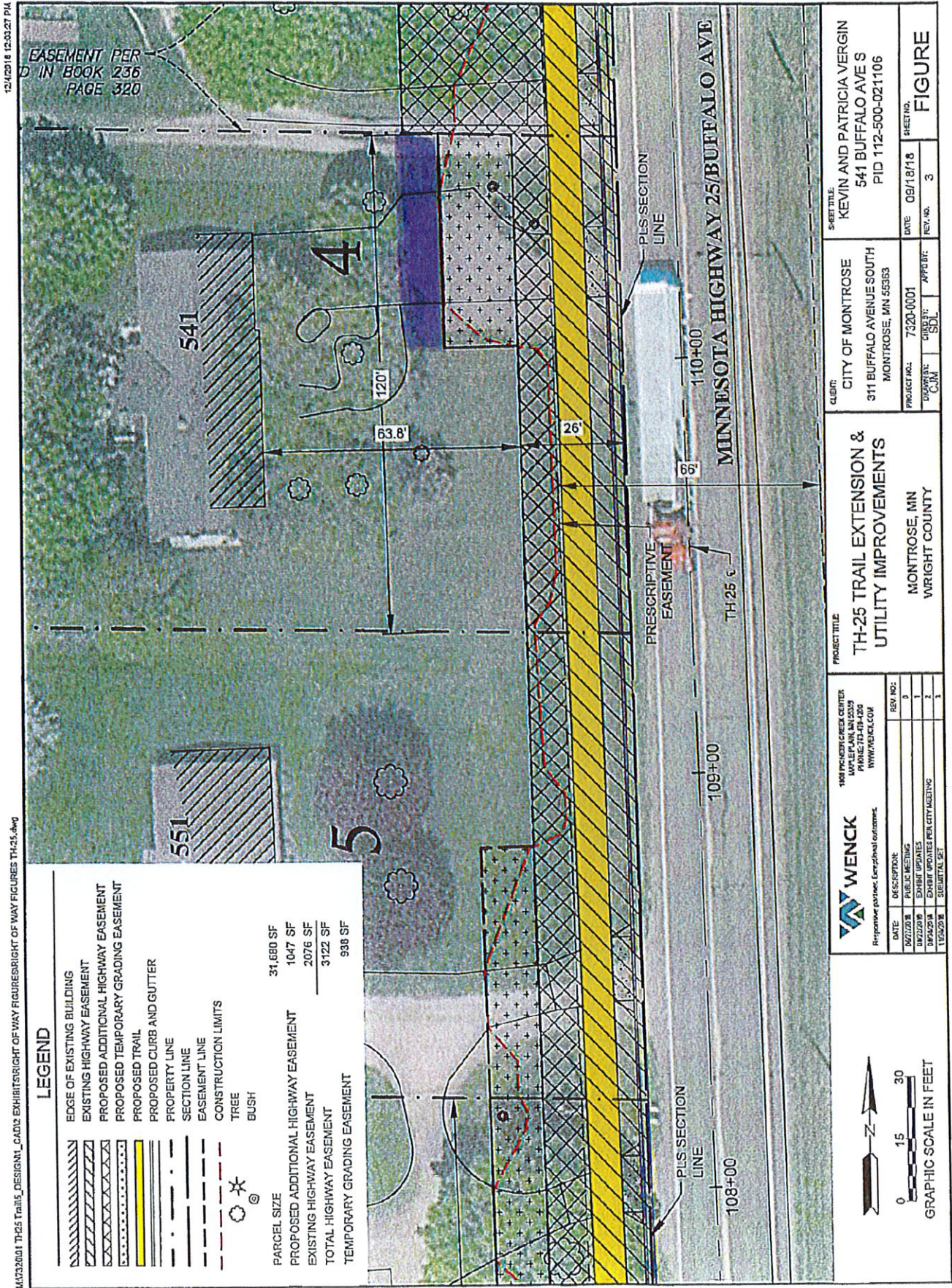
Its: \_\_\_\_\_

\_\_\_\_\_  
Kevin A. Vergin

\_\_\_\_\_  
Patricia D. Vergin

This instrument drafted by:  
Wilson Development Services LLC  
510 N. Chestnut Street, Suite 200  
Chaska, MN 55318







## **ASSESSMENT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Wright, a political subdivision of the State of Minnesota, hereinafter referred to as the "County" and the City of Montrose a political subdivision of the State of Minnesota, hereinafter referred to as "City";

WHEREAS, said City lies either wholly or partially within the County and constitutes a separate assessment district; and

WHEREAS, under such circumstances the provision of the Minnesota Statutes, Sections 273.072 and 471.59 permit the County Assessor to provide for the assessment of property; and

WHEREAS, said City desires the County to perform certain assessments on behalf of said City; and

WHEREAS, the County is willing to cooperate with said City by completing the assessment in a proper manner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein it is agreed as follows:

1. The County shall perform the 2020 and 2021 property assessment for the City in accordance with the property assessment procedures and practices established and observed by the County, the validity and reasonableness of which are hereby acknowledged and approved by the City. The property assessment by the County shall be composed of those assessment services which are set forth in Exhibit A, attached hereto and made a part hereof by reference.



2. All information, records, data, reports, and the like that are necessary to allow the County to carry out its responsibilities under this Agreement shall be furnished to the County without charge by the City and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.

3. The City agrees to furnish, without charge, work space, if needed, for an appraiser to perform such tasks as document review, with such tasks to be performed during normal business hours for the City.

4. The County agrees to indemnify and hold harmless the City and all of its agents and employees against any and all claims, demands, actions or causes of action arising out of or by reason of the performance of work provided for herein to be performed by the County. It is further agreed that any and all full time employees of the County engaged in the performance of any work or services required or provided for herein shall be considered employees of the County only and not of the City and that any and all claims that may arise under the Workman's Compensation Act of the State of Minnesota and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees shall be the sole obligation and responsibility of the County.

5. This Agreement shall commence on April 8, 2019 and shall terminate on June 30, 2021. Either party may initiate an extension of this Agreement for a term of two years by giving the other party written notice of its intent to extend no less than 120 days prior to the termination of this Agreement. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend the Agreement at least 60 days prior to the termination of this Agreement, this Agreement shall terminate on June 30, 2021.

6. In consideration of said assessment services, the City agrees to pay the County a fee of \$13.00 per parcel for the 2020 and \$14.00 per parcel for the 2021 assessment. In addition, there will be an additional fee of \$50.00 for each new construction residential or commercial/industrial building permit with an estimated construction cost of \$499,999.00 or less. There will also be an additional fee of \$150.00 per parcel for each new construction residential or commercial/industrial building permit with an estimated construction cost of \$500,000.00 or more. These additional fees shall be only applicable in those cities or townships which issue their own building permits.

7. Any notice which may be given or made by a party hereto under the terms of this Agreement shall be in writing and shall be sent by United States Mail or personally delivered to the other party addressed as follows:

To City:           City of Montrose  
                       311 Buffalo Avenue South  
                       P.O. Box 25  
                       Montrose, Minnesota 55363

To County: Anthony P. Rasmuson, Wright County Assessor  
                       Wright County Government Center  
                       10 2<sup>nd</sup> Street NW, Room 100  
                       Buffalo, MN 55313

8. The Agreement may be amended or modified only by written agreement signed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this 8<sup>th</sup> day of April, 2019.

WRIGHT COUNTY

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Anthony P. Rasmuson  
Wright County Assessor

CITY OF MONTROSE

Dated: \_\_\_\_\_ By \_\_\_\_\_

Dated: \_\_\_\_\_ By \_\_\_\_\_

## EXHIBIT A

During the term of this Agreement, the County shall:

1. Physically inspect and revalue real property, as required by law.
2. Physically inspect and value all new construction, additions and renovation
3. Conduct valuation reviews prior to Board of Review or Open Book Meeting.
4. Attend Board of Review or Open Book Meeting. Per Board request, make all necessary review appraisals.
5. Keep updated field card file - current values, homestead and classification data.
6. Print, mail and post valuation notices.
7. Respond to taxpayers regarding assessment or appraisal problems or inquiries periodically.
8. Make divisions and combinations periodically.
9. Administer the abatement process pursuant to Minn.Stat. § 375.192.
10. Make appraisals for, testify or negotiate all District Court or Tax Court filings.
11. Post values from appraisal cards to assessment rolls.
12. Adjust estimated market values on those properties not physically inspected as needed and per sales analysis.

Public Works Department Salary's April 1, 2019

My recommendations is Dan Remer will only receive a 2% COLA because he had a successful annual performance review. Dan's current rate of pay is \$29.44/hr and will go to \$30.03/hr.

My recommendation is Jessica Bonniwell should receive a 2% wage increase and 2% COLA because she had a successful annual performance review. Jessica's current rate of pay is \$19.02/hr and will go to \$19.78/hr.

My recommendation is Ryan Eischens should receive a 2% wage increase and 2% COLA because he had a successful annual performance review. Ryan's current rate of pay is \$19.75/hr and will go to \$20.54/hr.

My recommendation is Roy Henry Jr. will only receive a 2% COLA increase because he had a successful annual performance review. Roy, Jr.'s current rate of pay is \$24.00/hr and will go to \$24.48/hr.

My recommendation is John Kurkosky should receive a 2% wage increase and 2% COLA because he had a successful annual performance review. John's current rate of pay is \$18.00/hr and will go to \$18.72/hr.

Wayne McCormick  
Public Works Director



# Wright County Sheriff's Office

Sheriff Sean Deringer

3800 Braddock Ave. NE, Buffalo, MN 55313  
1-800-362-3667 Fax: 763-682-7610



Montrose Monthly Report 2019

Printed on April 1, 2019

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>911 Abandoned Total: 2</b>					
03/04/19 18:36	911 Abandoned	2019017103			911
03/16/19 19:24	911 Abandoned	2019020402			Phone
<b>911 Hang-up Total: 6</b>					
03/01/19 23:02	911 Hang-up	2019016396			911
03/04/19 18:47	911 Hang-up	2019017105			911
03/14/19 15:26	911 Hang-up	2019019780			911
03/24/19 13:39	911 Hang-up	2019022788			911
03/24/19 22:13	911 Hang-up	2019022932			911
03/26/19 16:33	911 Hang-up	2019023373			911
<b>911 Open Line Total: 5</b>					
03/07/19 15:39	911 Open Line	2019017839			911
03/14/19 18:21	911 Open Line	2019019836			911
03/18/19 12:44	911 Open Line	2019020893			911
03/29/19 09:14	911 Open Line	2019024153	911 Open Line	WP19009252	911
03/30/19 15:55	911 Open Line	2019024624			911
<b>Animal Total: 3</b>					
03/12/19 06:32	Animal	2019019043	MVA - No Injuries	WP19007356	911
03/12/19 08:30	Animal	2019019076			Phone
03/29/19 19:44	Animal	2019024375	Animal	WP19009323	Phone
<b>Animal - Barking Dog; Noise Total: 1</b>					
03/10/19 19:03	Animal - Barking Dog;	2019018678	Animal - Barking Dog	WP19007239	Phone
<b>Assault Total: 1</b>					
03/17/19 00:13	Assault	2019020504	Domestic Disturbance	WP19007899	911
<b>Burglary Total: 2</b>					
03/22/19 14:08	Burglary	2019022122	Burglary	WP19008489	911
03/26/19 06:09	Burglary	2019023232	Residential Burglary	WP19008898	911
<b>Check Welfare Total: 8</b>					
03/02/19 15:59	Check Welfare	2019016539	Check Welfare	WP19006447	Phone
03/07/19 20:09	Check Welfare	2019017919	Domestic Disturbance	WP19006922	911
03/08/19 07:52	Check Welfare	2019018017	Check Welfare	WP19006965	Phone
03/16/19 23:40	Check Welfare	2019020497	Check Welfare	WP19007894	Phone
03/18/19 09:19	Check Welfare	2019020843	Check Welfare	WP19008031	Phone
03/24/19 15:35	Check Welfare	2019022824	Check Welfare	WP19008732	Phone
03/28/19 11:38	Check Welfare	2019023903	Check Welfare	WP19009157	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
03/29/19 01:40	Check Welfare	2019024096	Check Welfare	WP19009230	Phone
<b>Citizen Aid Total: 2</b>					
03/01/19 17:07	Citizen Aid	2019016299	Citizen Aid	WP19006336	
03/30/19 19:35	Citizen Aid	2019024702	Citizen Aid	WP19009432	Phone
<b>Citizen Aid; Domestic Disturbance Total: 1</b>					
03/18/19 23:12	Citizen Aid; Domestic	2019021052	Citizen Aid	WP19008094	911
<b>Civil Complaint Total: 3</b>					
03/07/19 17:14	Civil Complaint	2019017866	Civil Complaint	WP19006902	Phone
03/08/19 20:11	Civil Complaint	2019018232	Civil Complaint	WP19007055	Phone
03/15/19 11:33	Civil Complaint	2019020000	Civil Complaint	WP19007714	Officer
<b>Civil Complaint; Domestic Disturbance Total: 1</b>					
03/20/19 14:55	Civil Complaint;	2019021499	Domestic Disturbance	WP19008265	Phone
<b>Civil Process Total: 11</b>					
03/01/19 16:10	Civil Process	2019016287			Officer
03/06/19 12:10	Civil Process	2019017545			Officer
03/13/19 08:58	Civil Process	2019019394			Officer
03/13/19 11:42	Civil Process	2019019444			Officer
03/13/19 17:19	Civil Process	2019019548			Officer
03/15/19 11:35	Civil Process	2019020002			Officer
03/18/19 10:10	Civil Process	2019020857			Officer
03/18/19 10:18	Civil Process	2019020860			Officer
03/19/19 14:14	Civil Process	2019021181			Officer
03/26/19 12:00	Civil Process	2019023302			Officer
03/26/19 12:09	Civil Process	2019023304			Officer
<b>Commercial General Alarm Total: 1</b>					
03/18/19 05:00	Commercial General	2019020802	Commercial General Alarm	WP19008010	Phone
<b>Compliance Check - Tobacco Total: 4</b>					
03/29/19 09:56	Compliance Check -	2019024217			Officer
03/29/19 09:56	Compliance Check -	2019024218			Officer
03/29/19 09:59	Compliance Check -	2019024225			Officer
03/29/19 10:00	Compliance Check -	2019024227			Officer
<b>Court Order Violation Total: 1</b>					
03/24/19 16:15	Court Order Violation	2019022832	Court Order Violation	WP19008739	Phone
<b>Domestic Disturbance Total: 3</b>					
03/06/19 16:56	Domestic Disturbance	2019017619	Domestic Disturbance	WP19006823	Phone
03/10/19 09:29	Domestic Disturbance	2019018560	Domestic Disturbance	WP19007188	Phone
03/12/19 18:21	Domestic Disturbance	2019019248	Domestic Disturbance	WP19007425	911
<b>Drug Court Home Visit Total: 1</b>					
03/23/19 14:25	Drug Court Home Visit	2019022493			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Dumping Total: 1</b>					
03/19/19 13:14	Dumping	2019021167	Dumping	WP19008143	Phone
<b>Extra Patrol Total: 1</b>					
03/28/19 19:11	Extra Patrol	2019024018	Extra Patrol	WP19009207	Phone
<b>Fire - Structure Total: 1</b>					
03/17/19 16:40	Fire - Structure	2019020666	Fire - Electrical	WP19007961	911
<b>Fraud - Checks - Cards Total: 2</b>					
03/18/19 20:29	Fraud - Checks - Cards	2019021011	Fraud - Checks - Cards	WP19008087	Phone
03/22/19 08:50	Fraud - Checks - Cards	2019022034	Fraud - Checks - Cards	WP19008460	Phone
<b>Info Total: 1</b>					
03/08/19 14:11	Info	2019018114			Phone
<b>Intoxicated Person; Domestic Disturbance Total: 1</b>					
03/27/19 02:49	Intoxicated Person;	2019023527	Domestic Disturbance	WP19009007	911
<b>Juvenile - Complaint Total: 2</b>					
03/01/19 08:51	Juvenile - Complaint	2019016193	Juvenile - Complaint	WP19006284	Phone
03/24/19 16:47	Juvenile - Complaint	2019022842	Juvenile - Complaint	WP19008741	Phone
<b>Lock Out - Lock In Total: 1</b>					
03/22/19 19:03	Lock Out - Lock In	2019022232	Lock Out - Lock In	WP19008535	Phone
<b>Lost - Found Property Total: 2</b>					
03/03/19 20:40	Lost - Found Property	2019016874	Lost - Found Property	WP19006561	
03/17/19 17:11	Lost - Found Property	2019020680	Lost - Found Property	WP19007964	
<b>Medical - Back Pain Total: 1</b>					
03/18/19 11:49	Medical - Back Pain	2019020880	Medical - Back Pain	WP19008044	Phone
<b>Medical - Breathing Problems Total: 2</b>					
03/01/19 23:37	Medical - Breathing	2019016400	Medical - Breathing Problems	WP19006377	911
03/15/19 04:20	Medical - Breathing	2019019931	Medical - Breathing Problems	WP19007680	911
<b>Medical - Fall Under 6 Feet Total: 1</b>					
03/10/19 08:19	Medical - Fall Under 6	2019018548	Medical - Fall Under 6 Feet	WP19007182	Phone
<b>Medical - Psychiatric - Behavioral Total: 3</b>					
03/07/19 21:59	Medical - Psychiatric -	2019017955	Medical - Psychiatric -	WP19006928	Phone
03/08/19 14:38	Medical - Psychiatric -	2019018121	Medical - Psychiatric -	WP19007010	911
03/20/19 15:01	Medical - Psychiatric -	2019021503	Medical - Psychiatric -	WP19008266	Phone
<b>Medical - Unknown Total: 1</b>					
03/07/19 12:05	Medical - Unknown	2019017801	Medical - Unknown	WP19006882	911
<b>Motorist Aid Total: 1</b>					
03/05/19 15:21	Motorist Aid	2019017321			



Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>MVA - No Injuries Total: 2</b>					
03/01/19 20:58	MVA - No Injuries	2019016368	MVA - No Injuries	WP19006367	911
03/24/19 01:11	MVA - No Injuries	2019022681	MVA - No Injuries	WP19008672	911
<b>Neighborhood Dispute Total: 1</b>					
03/16/19 12:49	Neighborhood Dispute	2019020311	Neighborhood Dispute	WP19007838	
<b>Parking Total: 1</b>					
03/28/19 11:24	Parking	2019023900	Parking	WP19009151	
<b>Phone Call Total: 1</b>					
03/27/19 10:08	Phone Call	2019023590			
<b>POR Check Total: 2</b>					
03/27/19 10:20	POR Check	2019023592			
03/27/19 10:31	POR Check	2019023598			
<b>Probation Check Total: 5</b>					
03/07/19 19:40	Probation Check	2019017909			Officer
03/15/19 17:30	Probation Check	2019020108			Officer
03/15/19 17:36	Probation Check	2019020109			Officer
03/15/19 17:47	Probation Check	2019020113			Officer
03/23/19 12:05	Probation Check	2019022452			Officer
<b>Public Works - Utilities Total: 1</b>					
03/16/19 14:50	Public Works - Utilities	2019020341	Public Works - Utilities	WP19007852	
<b>Residential General Alarm Total: 1</b>					
03/30/19 02:15	Residential General	2019024464	Residential General Alarm	WP19009352	Phone
<b>Search Warrant Total: 2</b>					
03/07/19 10:21	Search Warrant	2019017781	Search Warrant	WP19006874	Officer
03/21/19 09:34	Search Warrant	2019021715	Search Warrant	WSIU19008351	Officer
<b>SIA Area Watch Total: 2</b>					
03/18/19 15:34	SIA Area Watch	2019020922			
03/25/19 12:51	SIA Area Watch	2019023052			
<b>SIA Business Walk Through Total: 1</b>					
03/15/19 09:15	SIA Business Walk	2019019971			
<b>SIA Other Total: 1</b>					
03/08/19 09:09	SIA Other	2019018032			
<b>SIA School Check Total: 3</b>					
03/11/19 07:30	SIA School Check	2019018764			
03/18/19 07:23	SIA School Check	2019020819			
03/27/19 07:36	SIA School Check	2019023549			
<b>Sign - Signal Repair Total: 2</b>					
03/09/19 14:24	Sign - Signal Repair	2019018398			Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
03/17/19 08:29	Sign - Signal Repair	2019020566			Phone
<b>Snowbird Total: 1</b>					
03/07/19 01:05	Snowbird	2019017718	Snowbird	WP19006849	
<b>Stolen - Vehicle Total: 1</b>					
03/27/19 22:50	Stolen - Vehicle	2019023808	Stolen - Vehicle	WP19009119	911
<b>Suspicious - Person - Vehicle Total: 5</b>					
03/05/19 16:47	Suspicious - Person -	2019017350	Motorist Aid	WP19006733	Phone
03/12/19 17:37	Suspicious - Person -	2019019231	Suspicious - Person - Vehicle	WP19007423	Phone
03/14/19 16:11	Suspicious - Person -	2019019790	Suspicious - Person - Vehicle	WP19007631	Phone
03/22/19 22:22	Suspicious - Person -	2019022300	Suspicious - Person - Vehicle	WP19008554	911
03/23/19 10:19	Suspicious - Person -	2019022415	Suspicious - Person - Vehicle	WP19008586	Phone
<b>Threats Total: 1</b>					
03/07/19 13:36	Threats	2019017809	Threats	WP19006888	
<b>Traffic - Complaint Total: 5</b>					
03/05/19 16:51	Traffic - Complaint	2019017351	Traffic - Complaint	WP19006736	Phone
03/20/19 15:29	Traffic - Complaint	2019021512	Traffic - Complaint	WP19008272	Phone
03/21/19 17:27	Traffic - Complaint	2019021856	Traffic - Complaint	WP19008407	911
03/22/19 11:00	Traffic - Complaint	2019022066	Traffic - Complaint	WP19008474	911
03/26/19 21:47	Traffic - Complaint	2019023477	Traffic - Complaint	WP19008990	Phone
<b>Traffic Stop Total: 85</b>					
03/01/19 11:49	Traffic Stop	2019016223	Warrant - Arrest	WP19006298	Officer
03/02/19 00:20	Traffic Stop	2019016411			Officer
03/02/19 01:23	Traffic Stop	2019016421			Officer
03/02/19 12:00	Traffic Stop	2019016502	Traffic Stop	WP19006423	Officer
03/03/19 15:54	Traffic Stop	2019016799			Officer
03/03/19 17:22	Traffic Stop	2019016818			Officer
03/03/19 18:01	Traffic Stop	2019016830			Officer
03/03/19 18:40	Traffic Stop	2019016838			Officer
03/03/19 19:11	Traffic Stop	2019016848			Officer
03/03/19 19:19	Traffic Stop	2019016851			Officer
03/04/19 18:31	Traffic Stop	2019017099			Officer
03/04/19 18:35	Traffic Stop	2019017102			Officer
03/04/19 18:49	Traffic Stop	2019017107			Officer
03/04/19 22:31	Traffic Stop	2019017162			Officer
03/04/19 23:12	Traffic Stop	2019017168			Officer
03/05/19 14:07	Traffic Stop	2019017305			Officer
03/06/19 13:39	Traffic Stop	2019017567			Officer
03/07/19 07:14	Traffic Stop	2019017748			Officer
03/07/19 15:20	Traffic Stop	2019017833	Drugs	WP19006896	Officer
03/08/19 15:20	Traffic Stop	2019018132			Officer
03/08/19 19:08	Traffic Stop	2019018208	Traffic Stop	WP19007045	Officer
03/09/19 15:03	Traffic Stop	2019018411	Traffic Stop	WP19007124	Officer
03/10/19 22:40	Traffic Stop	2019018718			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
03/11/19 01:20	Traffic Stop	2019018729			Officer
03/11/19 01:22	Traffic Stop	2019018730	Traffic Stop	WP19007259	Officer
03/11/19 19:33	Traffic Stop	2019018943			Officer
03/11/19 20:41	Traffic Stop	2019018962	Traffic Stop	WP19007330	Officer
03/11/19 23:14	Traffic Stop	2019019004			Officer
03/11/19 23:45	Traffic Stop	2019019008			Officer
03/12/19 00:25	Traffic Stop	2019019013			Officer
03/12/19 01:54	Traffic Stop	2019019025	Traffic Stop	WP19007347	Officer
03/12/19 12:50	Traffic Stop	2019019151			Officer
03/12/19 15:51	Traffic Stop	2019019199			Officer
03/12/19 23:06	Traffic Stop	2019019315			Officer
03/12/19 23:17	Traffic Stop	2019019318			Officer
03/13/19 11:11	Traffic Stop	2019019431			
03/13/19 15:33	Traffic Stop	2019019519			
03/13/19 15:47	Traffic Stop	2019019523	Traffic Stop	WP19007531	
03/13/19 16:30	Traffic Stop	2019019536			Officer
03/13/19 18:19	Traffic Stop	2019019568			Officer
03/14/19 01:22	Traffic Stop	2019019636			Officer
03/14/19 19:25	Traffic Stop	2019019859			Officer
03/15/19 15:23	Traffic Stop	2019020067			Officer
03/16/19 16:12	Traffic Stop	2019020359			Officer
03/16/19 18:14	Traffic Stop	2019020385			Officer
03/16/19 21:21	Traffic Stop	2019020446			Officer
03/16/19 21:43	Traffic Stop	2019020453			Officer
03/17/19 15:40	Traffic Stop	2019020645			Officer
03/18/19 18:40	Traffic Stop	2019020981			Officer
03/18/19 19:00	Traffic Stop	2019020991			Officer
03/19/19 02:07	Traffic Stop	2019021077			Officer
03/19/19 18:27	Traffic Stop	2019021249			Officer
03/19/19 19:09	Traffic Stop	2019021266			Officer
03/19/19 21:46	Traffic Stop	2019021321	Traffic Stop	WP19008195	Officer
03/20/19 17:46	Traffic Stop	2019021553	Traffic Stop	WP19008288	Officer
03/20/19 21:03	Traffic Stop	2019021606			Officer
03/20/19 22:46	Traffic Stop	2019021633			Officer
03/21/19 09:32	Traffic Stop	2019021714	Drugs	WP19008354	Officer
03/21/19 12:19	Traffic Stop	2019021756			Officer
03/21/19 19:44	Traffic Stop	2019021902			Officer
03/22/19 20:50	Traffic Stop	2019022270	Traffic Stop	WP19008547	Officer
03/22/19 20:57	Traffic Stop	2019022275			Officer
03/22/19 21:08	Traffic Stop	2019022278			Officer
03/22/19 21:39	Traffic Stop	2019022287			Officer
03/22/19 23:05	Traffic Stop	2019022309			Officer
03/23/19 17:10	Traffic Stop	2019022540			Officer
03/23/19 17:14	Traffic Stop	2019022541			Officer
03/23/19 22:28	Traffic Stop	2019022638			Officer
03/25/19 12:59	Traffic Stop	2019023057			Officer
03/25/19 17:28	Traffic Stop	2019023127			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
03/26/19 16:21	Traffic Stop	2019023370			Officer
03/26/19 19:51	Traffic Stop	2019023436			Officer
03/26/19 20:15	Traffic Stop	2019023441			Officer
03/26/19 21:42	Traffic Stop	2019023475			Officer
03/27/19 16:51	Traffic Stop	2019023729			Officer
03/28/19 16:31	Traffic Stop	2019023980			Officer
03/29/19 16:30	Traffic Stop	2019024312	Traffic Stop	WP19009293	Officer
03/29/19 20:49	Traffic Stop	2019024397	Pursuit	WP19009333	Officer
03/29/19 20:59	Traffic Stop	2019024399			Officer
03/29/19 21:09	Traffic Stop	2019024402			Officer
03/30/19 16:21	Traffic Stop	2019024633			Officer
03/30/19 16:26	Traffic Stop	2019024635			Officer
03/30/19 16:47	Traffic Stop	2019024643			Officer
03/30/19 19:03	Traffic Stop	2019024695			Officer
03/31/19 01:40	Traffic Stop	2019024793			Officer

### Traffic Watch Total: 1

03/23/19 21:16	Traffic Watch	2019022606	Traffic - Complaint	WP19008655	
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### Warrant - Attempt Total: 1

03/23/19 15:54	Warrant - Attempt	2019022522	Warrant - Arrest	WP19008631	Officer
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**Total Records: 202**



# Monthly Activity Report Montrose Fire Department

Prepared and Presented by  
Kevin Triplett – Fire Chief



**Period: 03/01/2019 thru 03/31/2019 (MARCH)**

## **CALLS**

Total Calls: 18

EMS Calls: 14

Other Calls:

03/17/19 – #19054 – Dryer Fire in residence – Montrose City

03/06/19 – #19045 – Structure Fire – Mutual Aid to Delano Fire –  
Franklin Township

03/05/19 – #19044 – Structure Fire – Mutual Aid to Waverly Fire –  
Woodland Township

03/01/19 – #19041 – Motor Vehicle Accident – Woodland Township

Total calls to Date 2019 – 058

Total calls this time in 2018 - 063

# of Calls MARCH 2018 = 19

2018 vs 2019 (2019 = -1)

2018 vs 2019 (2019 = -5)

## **Call Districts**

Montrose City: 9

Franklin Township: 1

Marysville Township: 6

Woodland Township: 2

Other: 0

## **TRAINING:**

03/05/2019 – Staff Meeting/Truck Maintenance

03/12/2019 – Auto Extrication – classroom

03/19/2019 – Auto Extrication – hands on training

## **Other Activities, Special Mention, Etc.**

03/25/2019 – Assist with Blood Mobile tear down

03/26/2019 – FE+ED Assistance

## **SPECIAL INFO**

- Firefighter Jessica Binkley on LOA beginning 03/05/2019

- Firefighter Joshua Menard resigned from the Montrose Fire Department effective

03/10/2019 – Served for 2 years and 2 months

## **Acknowledgments**

- Firefighter Cory DeWitte – Donation of vehicle used for auto extrication training

- Karel's Auto salvage – bringing vehicle to station of auto extrication training

- Joshua Menard – for 2 years and 2 months of service to the Montrose Fire  
Department

# MONTROSE FIRE DEPARTMENT

## 2018 ANNUAL REPORT







## **MISSION STATEMENT**

*The Montrose Fire Department is dedicated to protecting life and property within the boundaries of its coverage area. The department will assist citizens and provide medical and fire services to the best of our ability.*

### **FIRE PROTECTION COVERAGE**

The Montrose Fire Department protects the city of Montrose and portions of Franklin, Marysville, and Woodland Townships. Our coverage area is approximately 45 square miles, and protect a population of approximately 6,000 people.

The department also responds to assist other departments with incidents upon their requests. Our common mutual aid partners are surrounding community fire departments (Waverly, Delano, Watertown, and Buffalo).

The Service area of the Montrose Fire Department officially covers the following:

- 100 % of the City of Montrose
- 11 % of Franklin Township
- 19% of Marysville Township
- 30.25 % of Woodland Township



March, 2019

It is my pleasure as the Fire Chief of the Montrose Fire Department to present to you the 2018 annual report for the Montrose Fire Department. It continues to be a privilege to serve as the Fire Chief of the Montrose Fire Department.

In 2018 the Montrose Fire Department (MFD) responded to 215 calls for service (up from 176 calls in 2017). We continue to respond to all calls for service in which we are summoned and take great pride in the work we do.

Twenty-eight marked my 4<sup>th</sup> year as the Montrose Fire Chief, and I can safely say I am fairly comfortable in the position at this time. Throughout my previous years, much time was spent organizing, networking, and getting to know all the ins and outs of the position. I have learned to delegate to my officers and fellow firefighters and they have done a fantastic job at getting jobs done. The firefighters who serve on MFD are some of the most dedicated and caring people, and it is a great pleasure to serve with them. The 2018 Assistant Fire Chief was Matt Menard who, as always, makes the Montrose Fire Department a priority in his life and I thank him for his dedication. The 2018 Captains were Tom Weineck, Craig Otto, and Kelly Stoll. The Captains take on many extra tasks and complete them without delay, and in a fashion that everyone should be proud of.

In 2018 many changes have taken place, not necessarily within the Fire Department, but in my own personal life. My wife, Amanda, and I welcomed our first child, Caleb, into our family in September. This has been such a joy; however I continue to remain committed to the fire department. Firefighting is a family affair, and we have to have buy in from our families to succeed. I would like to thank all the spouses, children, and family members of all of our firefighters for the time you allow your significant other(s) to be away from you to serve with this department. We truly are a big family and we have a tendency to act as such at times.

In 2018, MFD hired a total of 7 new firefighters (2 in April and 5 in November). With the addition of these firefighters, it brought our total roster to 25 firefighters as of December 31, 2018. All staff continue to spend countless hours of training to keep proficient in all activities we may be called to. Staff also spends many hours doing other activity in and around town including; fire prevention, fire inspections, highway clean up, and assisting with city functions and events to name a few. Our firefighters spend so much time dedicated to the service of the department, city and Fire Service it is unbelievable!

If anyone has any questions, concerns, or comments, I encourage them to contact me directly. All contact information can be found on page 3 of this report. Generally, someone is always at the fire station on Tuesdays in the evening from 6PM until around 10PM. The public and visitors are also always welcome to stop by and visit the station whenever we are here. I truly believe this is the citizens department, and we as firefighters have the privilege of serving the citizens.

As I have done so in previous years, I would like to thank the firefighters that serve with me in the Montrose Fire Department for their service and dedication to the community, department, and fire service. I would also like to thank my family and friends for the support they have already provided me as I continue my service as the Montrose Fire Chief.

Respectfully Submitted,

*Kevin S. Triplett*

Kevin S. Triplett – Fire Chief






**MAILING ADDRESS:**

Montrose Fire Department  
P.O. Box 25  
Montrose, MN 55363

**SHIPPING ADDRESS:**

Montrose Fire Department  
311 Buffalo Ave S  
Montrose, MN 55363

**STATION ADDRESS:**

Montrose Fire Department  
260 2<sup>nd</sup> St S  
Montrose, MN 55363

**ISO RATINGS**

In City of Montrose - 4  
In Townships where contracted - 6

**FIRE STATION PHONE NUMBER:** 763-575-7480

[Voicemail checked daily]

**EMERGENCY PHONE NUMBER:** 911

**NON-EMERGENCY PHONE NUMBER:** 763-682-7600

Connects to Wright County Sheriff's Office Communication Center who has the capabilities of paging fire department personnel

**CITY HALL MAIL PHONE NUMBER:** 763-575-7422

**E-MAIL ADDRESS:** montrosefd@gmail.com

**WEBSITE:** [www.montrose-mn.com/departments/fire-department](http://www.montrose-mn.com/departments/fire-department)

**FACEBOOK:** [https://www.facebook.com/MontroseVolunteerFireDepartment/?ref=br\\_rs](https://www.facebook.com/MontroseVolunteerFireDepartment/?ref=br_rs)

**PLEASE LIKE US ON FACEBOOK!!**

\*\*All information contained within this report is using figures during the 2018 calendar year



## **PERSONNEL**

As of 01/01/2019, MFD has a total of 25 active firefighters. In totality, years of total service is approximately **240 years and 7 months**

### **OF OUR 25 FIREFIGHTERS:**

- 17 Emergency First Responders
- 2 EMT-B
- 13 State Certified Firefighter 2
- 1 State Certified Firefighter 1
- 2 State Certified Officer 1
- 4 State Certified Instructor 1
- 1 State Certified Fire Apparatus Operators
- 1 Licensed Firefighters

(Some of the more senior members of the department went through their respective training prior to state certification being an option. All regular training is to the Firefighter 2 level.)

### **LEAVES OF ABSENCE**

- Firefighter Darin Orr 02/06/2018-06/26/2018 (4 Months)
- Firefighter James Casari – 02/06/2018 – 07/10/2018 (5 Months)
- Firefighter Ralph Brown 04/04/2018-06/05/2018 (2 Months) 08/14/2018-09/10/2018 (1 month)

### **2018 FIREFIGHTERS RESIGNATION/RETIREMENT**

- Steven Schmoll – Service dates: 12/10/2015 – 02/27/2018
  - 2 Years 2 months of service
- Mitch Weege – Service dates: 09/04/2012 – 03/27/2018
  - 5 years 7 months of service
- Darin Orr – Service Dates: 07/25/2008 – 06/26/2018
  - 9 years 7 months of service (4 months LOA \*02/06/2018-06/26/2018)
- James “JT” Casari – Service Dates: 10/31/2014 – 07/10/2018
  - 3 years 8 months of service (5 months LOA \*02/06/2018-07/10/2018)
- Craig Otto – Service Dates: 11/15/2009 – 09/10/2018
  - 8 years 9 months of service

### **NEW FIREFIGHTERS IN 2018**

- Eddie Andreoff & Jeffrey Holt joined the Montrose Fire Department in April 2018.
- Joel Grave, Alli Heyman, Vince Manz, Jacob Moen & John Wick joined the Montrose Fire Department in November 2018.
- All the above firefighters are currently taking State Certification classes.

Firefighters Terry Vanderbeek & Jessica Binkley completed their 2 years of probation and have completed all necessary training and education.





## Active Firefighter Roster (As of 12/31/2018)

NAME	YEARS OF SERVICE (as of 12/31/2018)
Willie Bauernschmitt	46 Years, 11 Months
Mike Marketon	34 Years, 6 Months
Steven Mortensen	25 Years, 11 Months
Allen Mortensen	21 Years, 1 Month (37 Months LOA)
Keith Johnson	15 Years, 9 Months
Kevin Triplett – Fire Chief	15 Years, 7 Months
Thomas Marketon	15 Years
Matthew Menard – Assistant Chief	11 Years, 4 Months
Tom Weineck – Captain	11 Years, 4 Months
Justin Phillips	7 Years, 7 Months
Kelly Stoll – Captain	7 Years, 7 Months
Cory DeWitte	6 Years, 4 Months
Ralph Brown	6 Years, 4 Months
Joseph Von Thoma	4 Years, 2 Months
Joe Doyle	3 Years, 1 Month
Jessica Binkley	2 Years, 1 Month
Terry Vanderbeek Jr	2 Years, 1 Month
Josh Menard	2 Years
Eddie Andreoff	9 Months
Jeffrey Holt	9 Months
Joel Grave	1 Month
Alli Heyman	1 Month
Vincent Manz	1 Month
Jacob Moen	1 Month
John Wick	1 Month



# APPARATUS

		Mileage 01/09/2018	Mileage 01/08/2019	Total Mileage <small>(2018)</small>	2017 Mileage	Pump Hours	
						2017	2018
UTILITY 11	2011 Chevrolet Suburban	11805	12794	989	1215		
ENGINE 11	2001 Freightliner	16845	17178	333	520	323	326.3
ENGINE 12	2014 Spartan	6439	7156	717	1110	76	88
RESCUE 11	2006 Sterling	5737	6254	517	509		
TENDER 11	2009 Freightliner	4590	4932	342	271		
TENDER 12	1997 Ford F700	6768	7004	236	166		
GRASS 11	2012 Ford Super Duty	10958	11769	811	1201		
GRASS 12	1986 Chevrolet 1 Ton	21238	21309	71	121		
GRASS 13	2015 Polaris Ranger	195	248	53	65		

## Utility 11

- 2011 Chevrolet Suburban
- Can carry up to 5 firefighters
- Utilized for minor medical calls
- Medical Supplies/AED
- Fire Investigation equipment
- Used to go to regional/county meetings/events



## Engine 11

- Built by Central States Fire Apparatus
- 2000 Freightliner Chassis
- 1000 Gallon Water Tank
- 1500 GPM Darley Pump
- 20 Gallon Foam Tank
- Thermal Imaging Camera
- Carries 4 firefighters in full suppression gear, driver, and front seat officer
- over 3,200 feet of hose (800' 5" | 900' 2 1/2" | 1515' 1 1/2")



## Engine 12

- Built by CustomFire Apparatus
- 2014 Spartan Chassis
- 1500 GPM Waterous Pump
- 1000 Gallon Water Tank
- over 3,100 feet of hose (600' 5" | 1000' 2 1/2" | 1530' 1 1/2")
- Light Tower
- Thermal imaging Camera
- 20 Gallon Foam Tank
- Extrication Tools (Jaws-of-Life)
- Carries 4 firefighters in full suppression gear, driver, and front seat officer



## Rescue 11

- Built by Central States Fire Apparatus (Rosenbauer)
- Heavy Rescue walk in body
- 4 Gas monitor
- Extrication Tools
- Rescue & medical equipment & AED
- 2006 Sterling Chassis
- Seating for 8 Firefighters (6 with SCBA)



## Tender 11

- Built by Midwest Fire Equipment
- 2009 Freightliner Chassis
- 2000 Gallon Tank
- 2100 Gallon folding water tank
- 400 GPM Waterous pump
- 200' of 1 1/2" pre-connect hose
- 250 feet of rolled hose (100' 4" | 50' 3" | 50' 1 1/2")



## Tender 12

- 2000 Gallon Tank
- 2100 Gallon folding water tank
- 350GPM Darley Pump
- hose reel w/ 200' of 1" rubber hose
- 300 feet of rolled hose (50' 4" | 50' 3" | 200' 1 1/2")







## Apparatus Continued

### Grass 11

- Built by Montrose Fire Department/Kirivada Fire/E.A.T.I.
- 2012 Ford F350 Pickup Truck
- 200 Gallon removable skid unit (Water pump/tank/hoses)
- 12 HP Honda Pump – 300 GPM Water pump
- Skid unit removed during winter & Truck used as a plain pickup
- Used to go to regional/county/state events/trainings



### Grass 12

- Vehicle acquired from MN DNR through Federal Excess Property Program (FEPP)
- 1986 Chevrolet 1-ton pickup
- Acquired and outfitted as a Grass/Wildland Firefighting truck in 1995
- 225 Gallon Water Tank
- High Pressure Warner Pump/Hoses



### Grass 13

- 2015 Polaris Ranger side by side ATV
- Purchased 06/2015 through Meis Outland in Watkins, MN
- up-fitted in house with emergency lights, scene light, and upgraded suspension
- 35 Gallon Water Tank
- 5.5 HP High Pressure water pump (2200psi 3GPM)



A SPECIAL THANK YOU TO CRAIG OTTO, TOM MARKETON, KELLY STOLL, MIKE MARKETON, AND ALL OTHER FIREFIGHTERS WHO PERFORM COUNTLESS HOURS OF MAINTENANCE ON OUR TRUCKS & EQUIPMENT

## STATION INFORMATION

- Built 1996
- 7200 square foot
- 1 Drive-thru Apparatus Bay
- 4 Back-in Apparatus Bays
- Office Space (Shared by Officers, Relief Association, Internal Dispatch)
- Work Area (SCBA Filling, Storage, Workbench)
- Storage for 30 sets of turnout gear







## TRAINING

Training is an important part of any fire department. The Montrose Fire Department strives to have its personnel trained in the most up to date methods of fire suppression and emergency medical care. Training ensures we are ready 24 hours a day, 7 days per week, 365 days per year. Our firefighters dedicate much time to training, making sure they are proficient in the use of department equipment and apparatus. MFD is fortunate to have 4 state certified instructors on the roster who assist with trainings. Much of the training is put on by Customized Fire & Rescue Education, and most training is paid for by funding dollars allotted to the Montrose Fire Department through the MN Board of Firefighter Education.

In 2018, the MFD had two firefighters complete their initial training. This training includes state certification in Firefighter 1, Firefighter 2, Haz-mat Operations, and Emergency Medical Responder. These classes combined take upwards of 300 hours. It is a requirement for all new firefighters to take these classes. Having our firefighters up to these standards keeps our insurance rating low for the city, and also makes sure all personnel are trained to the best knowledge available.

### INTERESTING TRAININGS IN 2018

- Medical Trainings
- Search & Rescue
- Ventilation training (Abandoned Apartment in Buffalo)
- Firefighter Survivability Trailer
- Pump Operations
- Chimney Fire Training

In 2018, the firefighters of the Montrose Fire Department took part in a total of **1888.19 man hours** of training during scheduled training events normally held on Tuesday nights.

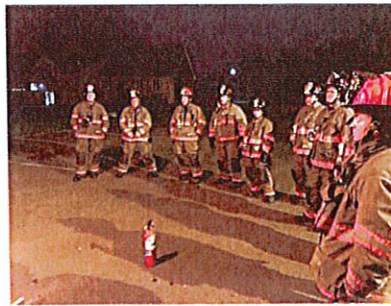
*\*\*Total man hours listed above does not generally include hours at training burns, conferences, or outside trainings. It only includes our regularly scheduled trainings (first 3 Tuesdays of each month)*

In 2018, Fire Chief Kevin Triplett attended the MN Fire Chiefs Association Annual Conference held in St Paul, MN. This was a great opportunity to network with other departments, leaders, instructors, and equipment suppliers. In addition, several members attended a Fire Officer School in March held in Duluth and put on by the MN Fire Chiefs Association

THANK YOU TO MATT MENARD WHO TAKES CARE OF SETTING UP AND SCHEDULING ALL OF OUR TRAINING EVENTS. SPECIAL THANK YOU TO MIKE MARKETON, TOM MARKETON, AND KEVIN TRIPLET FOR ASSISTING WITH TRAININGS.



Search & Rescue Training at  
abandoned apartment building in  
Buffalo



Chimney Fire Training





## FIRE PREVENTION & COMMUNITY EVENTS

Fire Prevention and assisting the community in non-emergency events is an important part of the overall mission of any fire department. We reach out to members and groups of our communities to assist in making sure they are safe and prepared for various forms of emergencies and provide support for various functions.

We continue to provide fire prevention talks and meetings with the children enrolled in the Montrose Elementary School and surrounding programs. During Fire Prevention Week (October 7-13) all enrolled children from the Montrose Elementary School came to the Montrose Fire Station to see the equipment, trucks, firefighters, etc. and hear fire prevention messages. This year's key NFPA fire prevention message was **"LOOK. LISTEN. LEARN – Be aware, Fire can happen anywhere!"**. This message was also sent out via social media and other means to reach more than just children with this important message.

Throughout 2018 MFD was involved in many community activities. These hours generally go uncounted and is an important part of being involved in our community. This year's activities included:

- Annual Firefighter Dinner (Feb 2018)
- Beyond the Yellow Ribbon Light up the night 5K (Apr 2018)
- Montrose Park & Rec Splash in the park (Summer 2018)
- Montrose Night to Unite (Aug 2018)
- Montrose Days (Ring Toss & Pork Chop Feed) (Aug 2018)
- Various neighboring communities' parades
- Various communities' waterball & softball events
- FE+ED Program support and use of Fire Station



Firefighter Mike Marketon talks about fire prevention during Fire Prevention Week activities to MES Students



09/11/2018 – Firefighters stand in remembrance on the corner of Nelson Blvd & Buffalo Ave



Firefighter Willie Bauernschmitt helping MES Students during Fire Prevention Week shoot water at our squirt house





## **EMERGENCY MANAGEMENT**

The Montrose Fire Department provides Emergency Management oversight to the City of Montrose and Townships which we provide service to. Our main point of contact during a large-scale event is the Wright County Sheriff's Office, who has 1 full time employee dedicated solely to Emergency Management. Emergency Management is able to assist in providing various resources throughout a large scale event

The Fire Chief is the Emergency Management Director and is responsible for making sure the city is prepared for various emergencies which may arise. The Fire Department Officers and firefighters also play a key role in ensuring we are prepared for various large scale events.

In 2018 there were no major events that triggered a substantial emergency management response. There were several power outages that lasted a short duration and also several issues with 911 and fire paging where firefighters stood by at the station in case of an emergency.

In May of 2018 Firefighters toured the solar farm located on Bishop Ave SW in Woodland Township. This was a great opportunity for firefighters to become familiar with the site/facility and prepare for an emergency should one arise at the location

## **SPECIAL MENTION / INFORMATION**

- We received two separate grants in 2018.

### 1. DNR Volunteer Firefighters Grant

- A 50:50 grant
- Awarded a total of \$5000 in water movement equipment
- Utilized these funds to purchase new/additional hose and water movement equipment

### 2.State Fire Marshals Grant

- Funds for a fire gear dryer.
- Required a 10% match (total cost of the gear dryer was just over \$8,062, of which the Montrose Fire Department had to pay only around \$800)
- This gear dryer allows us to get our gear back into service more quickly so we are able to respond to the next call for service fully prepared and equipped.

- The Montrose Fire Department assisted the Waverly Fire Department with the funeral of one of their firefighters who died in March of 2018. The Funeral of Doug Ault who was the current Assistant Fire Chief for the Waverly Fire Department was held at the Montrose United Methodist Church.

- The Montrose Lion's provided a donation of \$5000 for to purchase of 3 new AED's to add one AED to our equipment and replace 2 older units. Thank you to the Montrose Lion's for this generation donation.



Gear Dryer received through State Fire Marshalls Grant





## **BUDGET**

- The Montrose Fire Department is assisted with our budget through the City of Montrose. We charge a special assessment to each parcel within our fire protection area. The rate for 2018 was set as \$150 per parcel. This equates to \$318,306.34 per year to support the operation of the Fire Department. In 2018 we spent \$144,004.94 with a majority of the costs going towards personnel related expenses and equipment maintenance and upkeep. We receive several grants/donations and reimbursements for training and some equipment (2019= \$11,755). Money that is not spent is generally moved to our Capital Improvement Account for purchase of large ticket items (trucks, personal protective equipment, expensive fire/rescue equipment, etc.). As of 12/31/2018 the Montrose Fire Department has \$990,623 in our general and capital improvement accounts. We are proud that we have no outstanding debt or bonds and the City owns all the equipment and apparatus housed at the station which is also owned debt free. A special thank you to Deputy Clerk Wendy Manson for helping with our Budget and administrative duties through the City of Montrose.

Firefighters are given a \$10 stipend per training and \$10 per call for service. This has been a successful model for retaining firefighters since its inception. Firefighters receive the \$10 per call regardless of the total length of the call, so firefighters could be on scene for a half hour and get \$10 or they could be on a call for 8 hours and receive the \$10 stipend. Firefighters are paid yearly in December/January for the full year of service

## **LOOKING TO THE FUTURE**

In the future we have some larger expenses planned including a new Tender (2019-2020), station maintenance/upgrades (2019 and beyond), new lifting bags (2019-2020), new gas monitor(s) (2019), new personal protective equipment (2022 and beyond). These items are not cheap and it is a benefit to the tax payers and the department to have money set aside for such purchase so we do not need to bond or raise our protection rates to cover costs or expensive equipment.

## **PENSION**

- The Montrose Fire Department provides a pension for firefighters and the total pension is held through the MN Statewide Volunteer Firefighters Pension administered by The Public Employees Retirement Association (PERA). Firefighter's pension level is set by the City of Montrose and the current level is \$3000 per year of service. Firefighters become vested at 5 years and can receive 40% of what they are owed once they turn the age of 50. The vesting level goes up by 4% for each year of service until a firefighter hits 20 years at which time they are 100% vested. The City of Montrose elected to increase the pension to \$3300 which will become effective 01/01/2019 (Pension froze until 01/01/2021 – 5 years required to be in PERA until any increases take official effect). As of 12/31/2018 our pension account held with PERA totaled \$987,065.84. We are required to be 100% funded in this account at all times and the increase to \$3300 will allow us to remain fully funded with no increase to the amount of money that is sent to PERA on an annual basis. \$30,000 from the Fire Department budget is sent to PERA yearly to contribute to the pension fund and the City of Montrose contributes an additional \$12,000 yearly. We also receive investment income and our Fire State Aid dollars are submitted directly to PERA to support our pension as required by State Law.



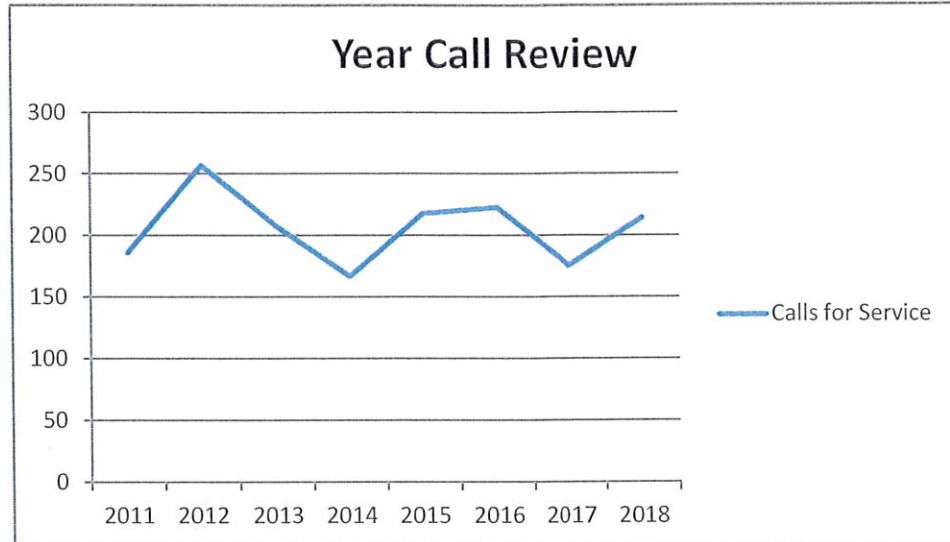
## CALL ANALYSIS

[Call Analysis includes all calls for service both in and outside the city of Montrose]

### **2018 Total Calls for Service: 215**

Year Comparison of  
Calls:

2018: 215  
2017: 176  
2016: 233  
2015: 218  
2014: 167  
2013: 208  
2012: 257  
2011: 186



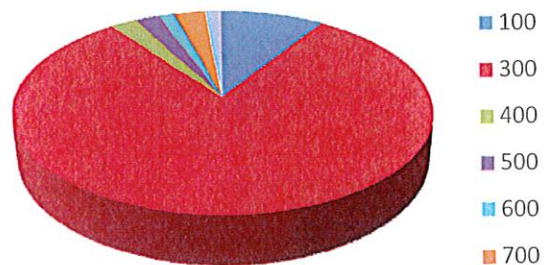
## TYPE OF CALL ANALYSIS

Type of Calls

- Series 100 – Fires (Includes buildings, vehicles, etc.)
- Series 300 – Rescue (Includes EMS Calls, motor vehicle accidents, etc.)
- Series 400 – Hazardous Condition (Odor/Electrical/Chemical, etc.)
- Series 500 – Service Call (Animal in distress, odor, person in distress, etc.)
- Series 600 – Good Intent Call (Canceled en-route, controlled burning, etc.)
- Series 700 – False Alarm/False Call (False Alarm, scares, etc.)
- Series 800 – Severe Weather/Natural Disasters

SERIES	# OF ALARMS	% OF TOTAL
100	20	9.3%
300	173	80.5%
400	5	2.3%
500	5	2.3%
600	3	1.4%
700	6	2.8%
800	3	1.4%

**# of Alarms**







### Average response time (Page to on scene)

Medicals & Others – 6:00 Minutes (6 Minutes in 2017)  
 Fire – 8:30 Minutes (9 Minutes in 2017)

### 2018 Property/Content Loss:

2018 - \$275,200  
 2017 – \$590,500

### 2018 Breakdown of District Responses

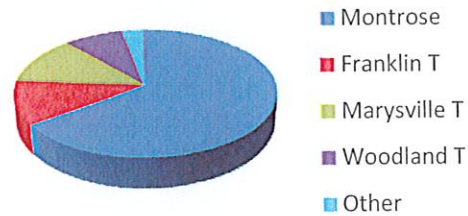
(Each area we serve is assigned a district (Montrose City, Franklin Township, etc.)

District	# of Alarms	% of total
City of Montrose	140	65.12%
Franklin Township	24	11.16%
Marysville Township	26	12.09%
Woodland Township	18	8.37%
Other (Mutual Aid)	7	3.26%
<b>TOTAL:</b>	<b>215</b>	

### 2018 Injuries

1 Civilian Injury @ scene of fire  
 1 Firefighter Injury @ scene of fire

**# of Alarms per district**



### 2018 Breakdown Time/Day of Week

Day of Week						
SUN	MON	TUE	WED	THUR	FRI	SAT
30	27	39	35	12	38	34

Time of Day					
12A-4A	4A-8A	8A-12P	12P-4P	4P-8P	8P-12A
29	20	44	35	53	34

### 2018 Average Turnout per incident

10.65 (215 Total Calls | 2289 Responses)  
 2017 = 12 (176 total calls | 2155 Responses)

### 2018 Call Hours – 1999.1 Hours (+307 from 2017)

2017 Call Hours - 1692 Man Hours

### Mutual Aid

Given 15 times  
 Delano FD – 4 Incidents  
 Howard Lake FD – 1 Incident  
 Rockford FD – 1 Incident  
 Watertown FD – 3 Incident  
 Waverly FD – 6 Incident  
 Received 6 Incidents  
 Buffalo FD – 1 Incident  
 Delano FD – 2 Incidents  
 Waverly FD – 5 Incident

### Interesting/Significant Calls for Service

- 01/20/2018 – Structure Fire – 400 Center Ave S Unit 100 – Montrose City(\$75,000 Loss)
- 05/06/2018 – Structure Fire – 140 Center Ave N – Montrose City (\$35,000)
- 12/01/2018 – Structure Fire – 171 Pheasant Ridge Dr – Montrose City (\$165,000 Loss)
- Throughout 2018 – 3 Grass/Wildland Fires
- Throughout 2018 – 3 severe weather standbys
- Throughout 2018 – 12 Motor Vehicle Accident responses
- Throughout 2017 – 161 Medical responses





May 2018 – Firefighter tour solar farm on Bishop Ave SW  
in Woodland Township



March 2018 – Funeral for Assistant Fire Chief Doug Ault  
– Held at the Montrose United Methodist Church



January 2018 – Structure Fire  
in City of Montrose



New Firefighters hired in November 2018  
L to R: J. Moen, J. Wick, A. Heyman, V. Manz, J. Grave



2018 Top responders (over 60%)  
L to R: W. Bauernschmitt, J. VonThoma, M.  
Marketon, M. Menard (Not pictured J. Doyle)



2018 Firefighter of the Year  
Joe Doyle was presented with the 2018  
Firefighter of the year award. Award being  
presented by Chief Triplett to Joe Doyle's  
father, Chris Doyle



Above & Beyond the call of duty Award was  
awarded to Firefighter A. Mortensen for  
actions taken in July 2018 to help firefighter  
M. Marketon with a health emergency

City of Montrose  
Park & Recreation Commission  
Minutes  
April 1, 2019

Pursuant to call and notice the Park & Recreation Commission met on April 1, 2019 at 5:30 pm at Montrose City Hall. Those present were Commission Members Matt Russell, Sylvia Henry, Barry Rhineberger, City Council Liaisons Michelle Otto and Lloyd Johnson, and Jessica Bonniwell from Public Works.

**Call to Order**

The meeting was called to order at 5:30 p.m. by Commission Member Russell.

**Approval of Meeting Agenda**

Motion made by Commission Member Rhineberger to approve amended agenda to include discussion regarding Carver Field and the Community Garden (items C and D) under new business, second by Commission Member Russell.

Motion carried 3-0

**Approval of March 4, 2019 Meeting Minutes**

Motion by Commission Member Henry to approve March 4, 2019 meeting minutes as written, second by Commission Member Rhineberger.

Motion carried 3-0

**OLD BUSINESS:**

**Regional Park & Funding Update**

Public Works Director Wayne McCormick has stated the Public Works Department will work this summer on mowing and filling holes to possibly have an area ready to be used as a field for Fall 2019.

**Pickleball**

No current update.

**2019 Events and To-Do List**

Discussion held regarding upcoming Summer Splash/Party in the park – details under new business.

**Egg Hunt**

Lengthy discussion held regarding the upcoming Egg Hunt which will be held at Lions Park (rain or shine) on April 20, 2019. The commission would like to see some non-candy items be purchased for this event, possibly from Oriental Trading or a party store that would have items to fill Easter eggs – the Commission would like to see something like 75% candy to 25% toys/trinkets. The Community Center will be used during the event for smaller children from ages 0-4, and the other older children will be broken into two groups which will be outside including ages 5-9 and ages 9-12. Mayor Otto is working on finding someone to take photos during the event as well as dress as the Easter bunny. The commission has asked if Public Works has items such as caution tape, cones or other stakes that could be used to mark off areas for the event.

Commission Member Russell made a motion to recommend to City Council to purchase candy and trinkets for 4,000 Easter eggs, and possibly to pay for someone to play the Easter bunny for the Egg Hunt Event in an amount in total not to exceed \$450.00 to come out of the budget for Recreational Programs, second by Commission Member Rhineberger.

Motion carried 2-0-1 with Commission Member Henry Abstaining from the vote



### **Skating Rink at Northridge Park for 2020**

Continued discussion was held regarding the possibility of setting up one of the smaller ice rinks at Northridge Park for the 2019-2020 winter season. The Commission Members would like to know how big the two size rink boards are that are owned by the City so they can see how much space would be taken up at Northridge Park. Wayne McCormick from Public Works has looked at the site and said they currently do not plow the parking lot at the park in the winter but does not think this would be an issue going forward. The Commission Members will be going out to Northridge Park over the summer months to take a look at a good path for a trail to surround the park and make sure that would not conflict with the placement of a rink there that would likely be a permanent fixture in the park.

### **NEW BUSINESS:**

#### **Finance Update**

Brief discussion regarding budget for the calendar year and expenditures expected to come out. Commission Member Russell was reimbursed for the Happily Ever After characters for Skate Day. Other expenditures will include money to be used for candy, trinkets and possibly an Easter bunny or photographer for the event and items for the Party in the Park/Summer Splash Event in July.

#### **Summer Splash/Party in the Park**

Discussion held regarding the upcoming Summer Splash/Party in the Park Event coming up on July 20, 2019. The Commission Members decided they would most likely keep the event at Northridge Park again this year and have some sort of inflatable to be used with water, and a dunk tank. Other possibilities for the event include purchasing cheap squirt guns and having a filling station for those, yard games, a sprinkle hose, and packaged snacks or an ice cream vendor to visit event. The Commission stated they would like to spend no more than \$500.00 total for event.

#### **Carver Field**

Lengthy discussion held regarding Carver Field and having the concession stand open. Discussion included points such as having non-profits, or other 3<sup>rd</sup> party groups/people run the stand with packaged goods to have open for Community Education ball events, whom would hold the food license necessary to run stand, and how money in and out of the concessions would be handled.

Commission Member Russell made a motion to recommend to City Council that the concession stand be rented out such that all other park spaces in town are reserved by filling out the reservation form and paying the rental fee (fee applies to any groups that do not qualify as non-profit) for the purpose of selling concessions at Carver Field, and if approved, the Commission would like to have an itemized list of assets that are currently housed in the concession stand building, second by Commission Member Henry.

Motion carried 3-0

#### **Community Garden**

The City's Community Garden will open for registration for reserving spots on April 15, 2019, with a target opening date of May 18, 2019 (possibly sooner depending on weather conditions). The fee again will be \$20.00 per plot and residents are able to reserve one spot on a first-come-first-serve basis, with all spots not taken to open back up on May 6, 2019 if someone would like to reserve an additional spot. Public Works will prepare the gardens as soon as they are able to get out there after the ground thaws and will be placing a water meter for watering use at the gardens.

#### **Adjourn**

Motion to adjourn was made by Commission Member Henry at 7:32 p.m., second by Commission Member Rhineberger.

Motion carried 3-0

**\*\*The next meeting will be held on Wednesday, May 8, 2019 at 5:30 p.m. The Commission will meet on the first Wednesday of the month during May, June and July 2019 due to scheduling conflicts for Monday evenings.**

City of Montrose  
 Planning and Zoning Commission Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Wednesday, March 13, 2019  
 7:00 P.M.

**1. CALL TO ORDER**

**Pursuant** to call and notice the Montrose Planning and Zoning Commission met in Regular Session on Wednesday, March 13, 2019 at 7:00 p.m.

Planning and Zoning Commission Chair, Ms. Sylvia Henry, called the meeting to order at 7:00 p.m.

**2. OATH OF OFFICE**

A. Oath of Office – Mr. Justin Emery

Ms. Boelter admitted the Oath of Office to Mr. Justin Emery to serve as a Commissioner on the Planning and Zoning Commission.

**3. ROLL CALL**

Present: Commissioner Justin Emery  
 Commissioner Sylvia Henry  
 Commissioner Tracy Gurneau  
 Commissioner Barry Rhineberger  
 Commissioner Mike Scanlon  
 City Council Liaison Lloyd Johnson  
 City Council Liaison Tom Marszalek

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer  
 Mr. Myles Campbell, City Planner

**4. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was taken.

**5. APPROVAL OF THE AGENDA**

Commissioner Gurneau motioned to approve the March 13, 2019 Planning and Zoning Commission Meeting Agenda. Commissioner Scanlon seconded the motion. Motion carried 5-0.

**6. APPROVAL OF THE MINUTES**

A. December 19, 2018 Planning and Zoning Commission Meeting

Commissioner Rhineberger motioned to approve the Planning and Zoning Commission Meeting minutes of December 19, 2018. Commissioner Gurneau seconded the motion. Motion carried 5-0.

**7. APPOINT OFFICERS**

A. Chair

Commissioner Henry stated that she would be willing to remain the Chair of the Planning and Zoning Commission.

**Commissioner Rhineberger motioned to appoint Ms. Tracy Gurneau as Chair for the Planning and Zoning Commission. Commissioner Scanlon seconded the motion. Motion carried 3-1-1. Commissioner Gurneau abstained. Commissioner Henry opposed.**

B. Vice-Chair

**Commissioner Scanlon motioned to appoint Commissioner Rhineberger as Vice-Chair for the Planning and Zoning Commission. Commissioner Henry seconded the motion. Motion carried 4-1. Commissioner Rhineberger abstained.**

8. **PUBLIC HEARING**

A. Consider Amendment to Chapters 1002, 1019, 1071, 1080 and 1081 of the City of Montrose Code

**Council Member Johnson motioned to open the Public Hearing. Council Member Marszalek seconded the motion. Motion carried 5-0.**

Mr. Myles Campbell presented the DRAFT Ordinance language for the addition of "Temporary Semi-Truck Parking Standards."

Commissioner Rhineberger asked that the section defining setback requirements include language that the setbacks requirements will apply to the B-2 Highway Business District, I-1 Light Industrial District and the I-2 General Industrial District. Mr. Campbell stated the language can be added.

City Council Liaison Johnson questioned the hours of running the vehicles "between the hours of 9:00 p.m. and 5:00 a.m." Commissioner Rhineberger stated that some of the properties in the Commercial District and/or Industrial Districts that are adjacent to residential neighborhoods may not be allowed to run their vehicles during the aforementioned hours; so, the City would have to identify a commercial and/or industrial property for temporary semi-truck parking that can accommodate the hours of 9:00 p.m. to 5:00 a.m.

Mr. Campbell stated that the temporary semi-truck parking "requirements and standards" A. – H. listed in Chapter 1019-10 will apply to all the Ordinance sections of the Commercial and Industrial Districts.

Commissioner Rhineberger asked if the City's Subdivision, Commercial District and/or Industrial District Ordinances define the property requirements for truck circulation, entrance, egress and etcetera; so, if a property owner's application to provide temporary semi-truck parking is denied due to the standards listed in Chapter 1019-10, B., the City has standards on which to base the denial. Mr. Campbell stated that language could be added that states, "the standards are based on off-street parking and loading requirements as defined in Chapter 1019-8 and 9."

The Planning and Zoning Commission continued discussions on the DRAFT Ordinance and forwarded it to the City Council for their review and adoption. The Commissioners made the following revisions to the proposed language:

- The rule prohibiting idling overnight should be made to only apply to properties adjacent to residential properties.
- Add mention of the Zoning Districts that will be allowed in under the standards listed in Chapter 1019.
- Treat the use as allowable by Conditional Use Permit (C.U.P.) as opposed to an Administrative Permit in the B-2, Highway Business District.

Commissioner Gurneau asked for public comment. No public comment was received.

**Commissioner Henry motioned to close the Public Hearing. Commissioner Rhineberger seconded the motion. Motion carried 5-0.**

**Commissioner Rhineberger motioned to recommend to the City Council that they review and adopt the proposed Ordinance language with the following revisions and conditions:**

- **The rule prohibiting idling overnight should be made to only apply to properties abutting residential properties.**
- **Add mention of the Zoning Districts this will be allowed in under the standards listed in Chapter 1019.**



➤ **Treat the use as allowable by Conditional Use Permit (C.U.P.) as opposed to an Administrative Permit in the B-2, Highway Business District.**  
**Commissioner Henry seconded the motion. Motion carried 5-0.**

**9. NO OLD BUSINESS.**

**10. NEW BUSINESS**

**A. Discussion on Allowing Residents to Have Chickens – Mr. Kyle Hoffman**

Mr. Kyle Hoffman, 804 Steamboat Lane, addressed the Planning and Zoning Commission and requested that residents be allowed to have chickens within the City of Montrose.

The Planning and Zoning Commission discussed Mr. Hoffman's request.

**Commissioner Henry motioned to recommend that the City Council not allow chickens within the City of Montrose. Commissioner Emery seconded the motion. Motion carried 5-0.**

**B. City Planner Updates**

**i. The Preserve Housing Development**

Mr. Myles Campbell gave an update on *The Preserve Housing Development*.

**ii. Solar Farm Proposal**

Mr. Myles Campbell presented a proposal for a second *Solar Farm* to be constructed on the City's vacant land at the Wastewater Treatment Plant (WWTP).

The Planning and Zoning Commission discussed and directed City staff to bring the City's *Solar Farm Ordinance* to the next April 17, 2019 Commission Meeting for review.

**11. NEXT MEETING**

A. Wednesday, May 8, 2019 to be held at the Montrose Community Center – 7:00 p.m.

B. Wednesday, June 19, 2019 to be held at the Montrose Community Center – 7:00 p.m.

**12. ADJOURNMENT**

**Commissioner Henry motioned to the adjourn the Planning and Zoning Commission Meeting at 8:10 p.m. Commissioner Scanlon seconded the motion. Motion carried 5-0.**

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Sylvia Henry  
 Chair  
 City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
 City Clerk-Treasurer  
 City of Montrose



## Mayor and Council Request for Action

April 3, 2019

**SUBJECT: PLANNING DEPARTMENT – CONSIDER AN AMENDMENT TO CHAPTERS 1002: RULES AND DEFINITIONS, 1019: OFF-STREET PARKING AND LOADING REQUIREMENTS, 1071: B-2 HIGHWAY BUSINESS DISTRICT, 1080: I-1 LIGHT INDUSTRIAL DISTRICT, AND 1081: I-2 GENERAL INDUSTRIAL DISTRICT**

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

**MOTION TO:** Adopt **Ordinance Number 2019-xx** approving amendments to the city's existing code surrounding definitions and requirements for the temporary parking of semi-trucks within the industrial and highway business districts of Montrose.

**BACKGROUND:** In response to resident complaints about the presence of semi-tractor trucks in and around the city's residential districts, staff has drafted language to allow for temporary parking of such vehicles as an allowed use by permit in the I-1, I-2, and B-2 districts. This type of use would be subject to a set of new standards listed in Chapter 1019: Off-Street Parking and Loading Requirements. It would be allowed only by administrative permit in the City's two industrial districts, and by conditional use permit in the B-2, Highway Business district.

The Montrose Planning and Zoning Commission reviewed the new ordinance language and forwarded it to the Council for review and adoption. Commissioners made some revisions to the proposed language as condition for the recommendation of approval.

- The rule prohibiting idling overnight should be made to only apply to properties abutting residential properties.
- Add mention of the zoning districts this will be allowed in under the standards listed in Chapter 1019.
- Treat the use as allowable by conditional use permit as opposed to administrative permit in the B-2 district.

**POLICY/PRACTICES CONSIDERATIONS:** These ordinance amendments will help complement the existing zoning language forbidding semi-truck parking in residential areas, by giving residents a legal alternative for parking purposes.

**FINANCIAL CONSIDERATIONS:** This change will likely reduce the amount of enforcement issues the city has to manage surrounding truck parking in residential areas, reducing overall enforcement expenditure.

**Mayor and Council Request for Action – (April 8<sup>th</sup>)  
(Temporary Semi-Truck Parking)**

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**Page 2 of 2**

**LEGAL CONSIDERATIONS:** In accordance with Council procedures, the Mayor and City Council have the authority to approve or deny these amendments.

**Department/Responsible Person:** Planning/Myles Campbell, City Planner

**Submitted Through:** Deb Boelter, City Clerk

**Attachments:**

Planning Report dated March 5<sup>th</sup>, 2018

Ordinance No. 2019-xx

CITY OF MONTROSE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA

ORDINANCE NO. 2019-

AN ORDINANCE AMENDING CHAPTERS 1002: RULES AND DEFINITIONS, 1019: OFF-STREET PARKING AND LOADING REQUIREMENTS, 1071: B-2 HIGHWAY BUSINESS DISTRICT, 1080: I-1 LIGHT INDUSTRIAL DISTRICT, AND 1081: I-2 GENERAL INDUSTRIAL DISTRICT OF THE MONTROSE ZONING CODE RELATED TO THE ALLOWANCE OF TEMPORARY SEMI-TRUCK PARKING

THE CITY COUNCIL OF THE CITY OF MONTROSE ORDAINS:

1. CHAPTER 1002: RULES AND DEFINITIONS, SECTION 1002-2. is hereby amended to add the following underlined text:

Temporary Semi-truck Parking: the short term storage and parking of any semi-tractor truck and/or a semi-tractor truck connected to a trailer that has a combined length of 21 feet or more. Temporary storage of semi-trucks or semi-truck connected to a trailer shall be for a period of no more than 7 days and will meet the relevant performance standards of this code. This use is separate from a truck stop type use, which includes ancillary services such as food or accommodations.

2. CHAPTER 1019: OFF-STREET PARKING AND LOADING REQUIREMENTS, SECTION 1019-10. is hereby amended to add the following underlined text:

Temporary Semi-Truck Parking Standards: The requirements and standards listed below will apply to all properties which provide as a private service temporary semi-truck parking, as defined in the City's zoning code, Section 1002-2: Definitions.

- A. Parking will meet the following setback requirements:
  - 1. Front Yard: 25' from Right-of-Way or the district standard front setback for a principal building, whichever is greater.
  - 2. Side and Rear Yard: 10' from side or rear lot line.
  - 3. Side or Rear Yard abutting residential properties: 30' from side or rear lot line.
- B. Property owner shall present a site plan which demonstrates adequate space for truck circulation, entrance, egress in such a way that does not impact the primary function of the property or traffic congestion on abutting public and private streets.
- C. Parking shall be screened from view of abutting residential districts in compliance with Section 1020-5 of this Ordinance.
- D. Regardless of whether the dispensing, sale or offering for sale of motor fuels and/or oil is incidental to the conduct of the use or business, the standards and requirements imposed by this Ordinance for motor fuel stations shall apply. These standards and requirements are, however, in addition to other requirements that are imposed for other uses of the property.



- E. On lots which abut a residential property, in order to reduce noise pollution, trucks will not be allowed to idle, run, or be started between the hours of 9pm and 5am.
- F. Any overnight lodging or sleeping accommodations within truck cabs shall be prohibited.
- G. Noises emanating from this use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulations NCP 7010, as may be amended. In no case shall noise emanations constitute a nuisance as defined and regulated by City Code.
- H. Use shall be consistent with the applicable general performance standards outlined in Chapter 1016.
- I. This use will only be allowed in the I-1, Light Industrial; 1-2, General Industrial; and B-2, Highway business districts and will be subject to the permitting requirements listed in those chapters of this zoning ordinance.

**3. CHAPTER 1071: B-2 HIGHWAY BUSINESS DISTRICT, SECTION 1071-4.** is hereby amended to add the following underlined text:

1071-4: CONDITIONAL USES: Subject to applicable provisions of this Ordinance, the following are conditional uses in a B-2 District and require a conditional use permit based upon procedures set forth in and regulated by Chapter 1005 of this Ordinance. Besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in Sections 1005-3 and 1005-4 of this Ordinance.

....

O. Temporary Semi-Truck Parking provided:

- 1. Use will meet all standard and requirements laid out Chapter 1019, Off-Street Parking and Loading Requirements, Section 1019-10.
- 2. Use will be subject to all applicable standards of Chapter 1016, General Performance Standards.

**4. CHAPTER 1080: I-1 LIGHT INDUSTRIAL DISTRICT, SECTION 1080-6.** is hereby amended to add the following underlined text:

1080-6: USES BY ADMINISTRATIVE PERMIT: Subject to applicable provisions of this Ordinance, the following uses are allowed by administrative permit in an I-1 District based upon procedures set forth in and regulated by Chapter 1008 of this Ordinance:

....

F. Temporary Semi-Truck Parking as defined by Chapter 1002, Rules and Definitions, section 1002-2 and subject to the performance standards laid out in Chapter 1019, Off-Street Parking and Loading Requirements, Section 1019-10.

**2. CHAPTER 1081: I-2 GENERAL INDUSTRIAL DISTRICT, SECTION 1081-6.** is hereby amended to add the following underlined text:

1080-6: USES BY ADMINISTRATIVE PERMIT: Subject to applicable provisions of this Ordinance, the following uses are allowed by administrative permit in an I-1 District based upon procedures set forth in and regulated by Chapter 1008 of this Ordinance:

....

G. Temporary Semi-Truck Parking as defined by Chapter 1002, Rules and Definitions, section 1002-2 and subject to the performance standards laid out in Chapter 1019, Off-Street Parking and Loading Requirements, Section 1019-10.

This amendment shall be in full force and effective immediately following its passage and publication.

Approved by the Montrose City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Michelle Otto, Mayor

ATTEST:

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



## NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422  
 Telephone: 763.957.1100 Website: [www.nacplanning.com](http://www.nacplanning.com)

approve a salary  
 with in the American  
 65, Union

increase plus the Cost-of-Living Adjustment (COLA) in accordance  
 Federation of State, County and Municipal Employees (AFSCME) Council  
 Contract.

TO:	Deb Boelter
FROM:	Myles Campbell
DATE:	3.5.19
RE:	Truck parking ordinance
FILE NO:	273.02 – 18.02
PID:	N/A

### BACKGROUND

Staff was previously directed by planning commissioners to draft ordinance language regarding the allowance of temporary truck parking for semi-tractor trucks and trailers. The city currently has an issue with semi-tractor trucks being parked in residential districts. The city desires to create alternatives for those members of the community who work in the commercial trucking industry to park these vehicles in a manner which is less impactful to the overall character of its residential neighborhoods.

During initial discussion with commissioners, the major concern and priority was the creation of standards that were both flexible but rigorous. Flexibility in regard to this being anticipated as a secondary use/revenue source to a primary commercial/industrial use, and rigorous in terms of minimizing any negative externalities such as noise, pollution, and other impacts that could be potentially created.

Staff have revised several sections of existing code: adding temporary semi-truck parking to the definitions section, adding standards for temporary truck parking to Chapter 1019, off-street parking and loading, and amending the language for the I-1, I-2, and B-2 districts. Staff is proposing to allow this use by administrative permit in I-1 and I-2 industrial districts and have given commissioners the option between administrative permit or conditional use permit in the B-2, Highway Business district.

Attached for Reference:

Exhibit A: Previous staff report

Exhibit B: proposed ordinance language

## OPTION AGREEMENT

**THIS OPTION AGREEMENT ("Agreement")**, effective as of the 9th day of April, 2019, is by and between **CITY OF MONTROSE**, a Minnesota municipal corporation ("Seller"), having a mailing address of P.O. Box 25, Montrose, MN 55363 and a physical address of 311 Buffalo Avenue South, Montrose, MN 55363 and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser").

### Recitals

A. Seller is the owner of the real property located in the City of Montrose, Wright County, legally described on the attached Exhibit A, together with all easements, rights and appurtenances thereto ("Property").

B. Seller hereby grants to Purchaser an option ("Option") until October 9, 2019, to purchase the Property subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** In consideration of One Dollars and other good and valuable consideration, Seller hereby grants to Purchaser for the period ("Option Period") beginning with the effective date of this Agreement ("Commencement Date") and ending at 11:59 p.m. on October 9, 2019 ("Expiration Date"), the exclusive right and privilege to purchase the Property at a price not to exceed \$60,000.00 and according to and subject to the terms of this Agreement and a Purchase Agreement or Contract for Private Development to be mutually agreed upon by the parties. In order to exercise the Option, Purchaser must have an application to plat the Property pending before or approved by the Seller.

2. **Notice of Exercise.** If Purchaser elects to exercise the Option granted in this Agreement, Purchaser must deliver to Seller a written notice of Purchaser's intention to exercise the Option. The notice must be delivered to Seller either personally or by certified mail, return receipt requested, by depositing the same in the United States Mail, postage prepaid, and the mailed acceptance must bear a postmark with any time prior to 11:59 p.m. on the Expiration Date ("Purchaser's Notice"). The Notice shall be addressed to Seller at the address set forth herein or such other address as may be designated by Seller upon written notice to Purchaser from time to time.

3. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that:

- (a) Seller has the full power, authority and legal right under all applicable laws to enter into this Agreement.
- (b) Seller will not enter into or consent to any lease, easement, covenants, purchase agreement, option or other obligation affecting the Property or alteration to the Property during the Option Period without the prior written consent of Purchaser.



- (c) Seller has good, marketable, insurable title to the Property, free and clear of all liens, encumbrances, claims and charges.
- (d) Nothing herein shall be construed as an approval of any application or request the Purchaser has or will have pending with the Seller.

4. **Failure to Exercise Option.** If the Purchaser fails to exercise Purchaser's Option, this Agreement shall expire by its terms and the Purchaser will execute and deliver a Quit Claim Deed to the Property in recordable form to Seller within ten (10) business days after the expiration of the Expiration Date.

5. **Inspection and Testing.** Purchaser and/or its agents may enter onto the Property for the purpose of conducting any studies and investigations of the Property which Purchaser deems appropriate. The studies and investigations may include, without limitation, physically inspecting the Property and reviewing Seller's records concerning the Property, which records shall be made reasonably available to Purchaser. Purchaser will promptly pay any and all charges for any studies and investigations and agrees to defend, indemnify and hold Seller harmless from any loss or damage incurred by or any claims against Seller arising from Purchaser's inspection of the Property. Following the completion of such studies and investigations, Purchaser, at its expense, will promptly restore the Property to the condition it was in prior to entering upon the Property. Purchaser will provide Seller with copies of all written reports resulting from such studies and investigations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

## CITY OF MONTROSE

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

ATTEST:

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

**SELLER:**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

EXHIBIT "A"

112-048-000010 Outlot A, The Preserve of Montrose  
112-048-000020 Outlot B, The Preserve of Montrose  
112-048-000030 Outlot C, The Preserve of Montrose  
112-048-000040 Outlot D, The Preserve of Montrose  
112-048-000050 Outlot E, The Preserve of Montrose  
112-048-000060 Outlot F, The Preserve of Montrose  
112-048-000070 Outlot G, The Preserve of Montrose  
112-048-000080 Outlot H, The Preserve of Montrose  
112-048-001010 Lot 1 Block 1, The Preserve of Montrose  
112-048-001020 Lot 2 Block 1, The Preserve of Montrose  
112-048-001030 Lot 3 Block 1, The Preserve of Montrose  
112-048-001040 Lot 4 Block 1, The Preserve of Montrose  
112-048-002010 Lot 1 Block 2, The Preserve of Montrose  
112-048-002020 Lot 2 Block 2, The Preserve of Montrose  
112-048-002030 Lot 3 Block 2, The Preserve of Montrose  
112-048-002040 Lot 4 Block 2, The Preserve of Montrose  
112-048-003010 Lot 1 Block 3, The Preserve of Montrose  
112-048-003020 Lot 2 Block 3, The Preserve of Montrose  
112-048-003030 Lot 3 Block 3, The Preserve of Montrose  
112-048-003040 Lot 4 Block 3, The Preserve of Montrose  
112-048-004010 Lot 1 Block 4, The Preserve of Montrose  
112-048-004020 Lot 2 Block 4, The Preserve of Montrose  
112-048-004030 Lot 3 Block 4, The Preserve of Montrose  
112-048-004040 Lot 4 Block 4, The Preserve of Montrose  
112-048-004050 Lot 5 Block 4, The Preserve of Montrose  
112-048-004060 Lot 6 Block 4, The Preserve of Montrose  
112-048-005010 Lot 1 Block 5, The Preserve of Montrose  
112-048-005020 Lot 2 Block 5, The Preserve of Montrose  
112-048-005030 Lot 3 Block 5, The Preserve of Montrose  
112-048-005040 Lot 4 Block 5, The Preserve of Montrose  
112-048-005050 Lot 5 Block 5, The Preserve of Montrose  
112-048-005060 Lot 6 Block 5, The Preserve of Montrose  
112-048-005070 Lot 7 Block 5, The Preserve of Montrose  
112-048-005080 Lot 8 Block 5, The Preserve of Montrose  
112-048-006010 Lot 1 Block 6, The Preserve of Montrose  
112-048-006020 Lot 2 Block 6, The Preserve of Montrose  
112-048-006030 Lot 3 Block 6, The Preserve of Montrose  
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112-048-006060 Lot 6 Block 6, The Preserve of Montrose  
112-048-006070 Lot 7 Block 6, The Preserve of Montrose  
112-048-006080 Lot 8 Block 6, The Preserve of Montrose  
112-048-007010 Lot 1 Block 7, The Preserve of Montrose.  
112-048-007020 Lot 2 Block 7, The Preserve of Montrose  
112-048-007030 Lot 3 Block 7, The Preserve of Montrose  
112-048-007040 Lot 4 Block 7, The Preserve of Montrose  
112-048-007050 Lot 5 Block 7, The Preserve of Montrose  
112-048-007060 Lot 6 Block 7, The Preserve of Montrose  
112-048-008010 Lot 1 Block 8, The Preserve of Montrose  
112-048-008020 Lot 2 Block 8, The Preserve of Montrose  
112-048-008030 Lot 3 Block 8, The Preserve of Montrose  
112-048-008040 Lot 4 Block 8, The Preserve of Montrose  
112-048-008050 Lot 5 Block 8, The Preserve of Montrose  
112-048-008060 Lot 6 Block 8, The Preserve of Montrose  
112-048-008070 Lot 7 Block 8, The Preserve of Montrose

[illegible]



AGREEMENT

between

CITY OF MONTROSE

and

AFSCME COUNCIL 65

January 1, 2019—December 31, 2021

## **ARTICLE 1     PURPOSE AND INTENT OF AGREEMENT**

- 1.1 Purpose: This Agreement is entered into between the City of Montrose, Minnesota ("Employer") and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65 ("Union"), as the exclusive representative for the employees covered by this Agreement.
- 1.2 Intent: It is the intent of this Agreement to:
  - a. Establish certain hours, wages and other conditions of employment;
  - b. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
  - c. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

## **ARTICLE 2     RECOGNITION**

- 2.1 Recognition: The Employer recognizes the Union as the exclusive representative under Minn. Stat. 179A.12, subd. 10 of a bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 11-PCE-1227, and described as:

All supervisory employees employed by the City of Montrose, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.

- 2.2 Unit Clarification: In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.
- 2.3 Exclusive Representative: The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified exclusive representative.

## **ARTICLE 3.     DEFINITIONS**

- 3.1 Employee: A member of the bargaining unit represented by the Union.
- 3.2 Employer: The City of Montrose, Minnesota.

- 3.3 Full-Time Employee: An employee in a bargaining unit position who is regularly scheduled to work 80 hours per two week work period and 12 months per year.
- 3.4 Part-time Employee: Any employee hired to fill a position in the bargaining unit, based on and is scheduled to work a minimum of twenty-nine (29) hours per week but less than forty (40) hours per week and 12 months per year. Part-time employees are eligible to receive prorated benefits.
- 3.5 Regular Employee: An employee who has successfully completed the required probationary period of employment in the bargaining unit.
- 3.6 Temporary and Seasonal Employee: An individual who is not in a bargaining unit position because the employment is limited by duration or a specific project or task not to exceed six (6) months. The six (6) month time period may be extended by mutual agreement of the Employer and the Union. The Employer will set the wages for these employees. These employees are not entitled to any benefits as outlined in this Agreement.
- 3.7 Union: The American Federation of State, County and Municipal Employees, Minnesota Council No. 65.
- 3.8 Union Member: A member of the American Federation of State, County and Municipal Employees, Minnesota Council No. 65.
- 3.9 Compensatory Time: Employees covered by this Agreement shall be compensated for overtime on the basis of one and one-half (1.5) hour of compensatory time for each hour of overtime worked. However, no guarantee exists for the employee to utilize part or all of the compensatory time accrued. In no instance shall the employee receive a cash payment for compensatory time earned either during their employment or as a form of severance compensation upon termination of employment. At any given time, compensatory time shall not exceed 36 hours for any employee. Compensatory time used shall be considered time worked for purposes of benefits covered under this Agreement.

#### ARTICLE 4. UNION SECURITY

- 4.1 Dues Deduction: The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union Dues. Deductions shall be based upon the amounts certified as correct from time to time by AFSCME Local 2685 and shall be made, continued, and terminated in accordance with the terms of said authorization card. The Employer agrees to deduct a representational fee for services rendered by the Union to employees of the bargaining unit who are not members of the exclusive representative upon written authorization of the Employee. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 4.2 Indemnification: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, brought or issued against the Employer, including attorney fees and costs, as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.3 Steward: The Union may designate employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice. There shall be one Steward per grievance or other issue that arises under this Agreement.
- 4.4 Rights and Obligations of Stewards: The Employer agrees that on the Employer's premises and without loss of pay, the Union stewards and officers shall be allowed to consult with the Employer, its representative, Union officers or the Union representative concerning the enforcement of any provision of this Agreement, so long as such action does not occur during working time, whenever possible.

## **ARTICLE 5      EMPLOYER AUTHORITY**

- 5.1 Inherent Managerial Rights: The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, direction and number of personnel, and the right to select persons to serve as supervisory employees.
- 5.2 Employer Authority: The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions; and to perform other managerial functions, duties and responsibilities. Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its business, operations and affairs shall be unimpaired. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 6.      SENIORITY, LAYOFF AND RECALL**

- 6.1 Definition of Seniority: Seniority shall be the length of continuous service from the employee's most recent date of hire.

- 6.2 Accrual of Seniority: Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall have seniority dating from their most recent date of continuous employment.
- 6.3 Impact on Seniority: An employee will retain seniority, but will not accrue additional seniority while on layoff status or in other unpaid status of more than 30 days.
- 6.4 Definition of Layoff: A layoff is the elimination of a position due to lack of work, a financial reason, or other reason not attributable to the employee.
- 6.5 Layoff: If the Employer determines it is necessary to lay off employees, temporary and seasonal employees who are performing bargaining unit work shall be laid off first, then bargaining unit employees will be laid off in inverse order of seniority within each affected classification, with the least senior employee in the affected classification laid off first, provided the remaining employee(s) in the affected classification are qualified to perform the work.
- 6.6 Notice of Layoff: If reasonably possible, the Employer will give a minimum of two (2) weeks written notice to the affected employee(s) prior to the effective date of the layoff.
- 6.7 Recall: Employees on layoff status shall retain rights to recall to the position from which they were laid off for a period of up to one (1) year from the effective date of the employee's layoff. Notice of recall shall be by certified letter sent to the employee's last address on file with the Employer. It shall be the responsibility of each employee on layoff to notify the Employer of any address change. An employee's refusal or failure to accept recall shall terminate all of the employee's rights to recall and the employee shall be considered to have resigned from employment.
- 6.8 Loss of Seniority: An employee shall lose seniority for the following reasons:
  - a. The employee resigns; or
  - b. The employee is discharged and the discharge is not reversed through the grievance procedure.

#### **ARTICLE 7. PROBATIONARY PERIOD**

- 7.1 Duration for New Employees: All newly hired and rehired employees shall serve a 12-month probationary period. The probationary period may be extended for up to three (3) months at the Employer's discretion to enable further observation of the employee's ability to perform the duties of the position. The employee and the Union shall be notified of the reasons for the extension of the probationary period.
- 7.2 Termination: The Employer may terminate a newly hired or rehired probationary employee with or without cause and with or without advance notice. The employee shall not have a right to appeal the termination under the grievance procedure of this



Agreement.

- 7.3 **Duration for Promoted or Transferred Employees:** All employees promoted to a position within this bargaining unit or transferred to a different bargaining unit position shall serve a 12-month probationary period. The probationary period may be extended for up to three (3) months at the Employer's discretion to enable further observation of the employee's ability to perform the duties of the position. The employee and the Union shall be notified of the reasons for the extension of the probationary period. A promoted or transferred employee who does not successfully complete the probationary period may return to the position the employee held immediately prior to the promotion or transfer, either at the direction of the Employer or the request of the employee, and to the employee's salary immediately prior to the promotion or transfer.
- 7.4 **Leave of Absence During Probation:** The probationary period in Articles 7.1 and 7.3 may be extended by the amount of time an employee is on an approved leave of absence of more than four weeks.

#### **ARTICLE 8. VACANCIES, TRANSFERS AND PROMOTIONS**

- 8.1 The Employer will provide not less than five (5) business days' notice to employees of vacancies that the Employer decides to fill.
- 8.2 The Employer retains final authority for selection of individuals to fill a vacancy within the bargaining unit and selection of employees for transfers and promotions.

#### **ARTICLE 9. DISCIPLINE AND DISCHARGE**

- 9.1 **Just Cause:** The Employer shall discipline regular employees only for just cause.
- 9.2 **Types of Discipline:** Discipline will be in one or more of the following forms, but not necessarily in the following order:
- a. Verbal reprimand
  - b. Written reprimand
  - c. Suspension
  - d. Demotion
  - e. Discharge

The Employer reserves the right to select the form of discipline that it deems appropriate under the circumstances.

- 9.3 **Documentation:** Notices of written reprimand, suspension, demotion, and discharges will be in written form and will state the reason(s) for the disciplinary action taken. Written reprimands, notices of suspension, notices of demotions, and notices of discharge which are to become part of the employee's personnel file shall be read and

acknowledged by signature of the employee. The employee shall receive a copy of such reprimands and/or notices and may provide a copy to the Union.

- 9.4 Grievances: Verbal reprimands will be identified as such and shall not be subject to the grievance procedure.
- 9.5 Union Representation: An employee who is questioned by the Employer about a matter the employee reasonably believes may lead to his/her discipline shall have the right to request Union representation.
- 9.6 Access to Personnel File: Upon written request by an employee, the Employer shall provide the employee an opportunity to review the employee's personnel file under the direct supervision of the Employer in accordance with Minn. Stat. § 181.961.

#### ARTICLE 10. HOURS OF WORK

- 10.1 The normal work period for full-time employees shall consist of eighty (80) hours per two week pay period. However, it is expected that employees will provide the service necessary to carry out the responsibilities of their position.
- 10.2 It is recognized that hours of work may vary and the exempt employees covered by this Agreement may work varied hours and/or work on nights or weekends. It is expected that any adjustment to work hours, including the use of Compensatory Time, shall be without a reduction in the efficiency of work performance and services to the public.
- 10.3 It is recognized that employees are exempt from the overtime provisions of the Fair Labor Standards Act.
- 10.4 Exempt employees will be permitted flexibility within their work day/schedule. Time away from work is allowed provided that daily/weekly work is completed on a timely basis. Employees accruing Compensatory Time shall use such time as needed, may use Compensatory Time on the same basis as paid vacation and sick leave, and shall track Compensatory Time for convenient review by the Employer.

#### ARTICLE 11. HOLIDAYS

- 11.1 Holiday Pay: Full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned workday preceding the holiday and the first assigned work day following the holiday.

- 11.2 Designated Holidays: Each employee shall receive their normal work day pay of straight time for all of the holidays listed below.

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

- 11.3 Weekend Holiday: When a holiday falls on Sunday, the following Monday is a paid holiday, and if any such holiday falls on a Saturday, the preceding Friday is a paid holiday. When a designated holiday falls on a day the employee has been excused with pay, the employee shall have the last day in the preceding or the first day of the following week as a replacement day for said holiday.
- 11.4 Part-time Employees: Part-time employees as defined in Article 3.4 are entitled to pro-rated holiday pay on the day of the week designated as the holiday, provided the designated holiday falls on a regularly scheduled day for the employee.

## ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 Definition: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement, relating to an employee who has successfully completed the probationary period.
- 12.2 Union Representative: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. There shall be only one grievance representative for each grievance, and the Union shall notify the Employer in writing of the name of said representative. An employee at the first step may proceed without Union representation if the employee desires, and shall notify the Employer and the Union in writing of said decision.
- 12.3 Processing Grievances: It is recognized by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours without loss of pay when reasonable time away from duties and responsibilities are not detrimental to the work programs of the Employer.

- 12.4 Procedure: Grievances as defined in Article 12.1 shall be processed in conformance with the following procedure:

Step 1. A grievance claiming a violation concerning the interpretation or application of this Agreement shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be submitted in writing to the City Attorney and the Mayor within ten (10) business days after such alleged violation has occurred. The written grievance shall be presented by the Union to the City Council or designee at the next regularly scheduled meeting of the City Council. The City Council or designee shall give the employee and the Union the Employer's Step 1 answer in writing within thirty (30) business days after the grievance presentation of such Step 1 grievance.

Step 2. A grievance unresolved at Step 1 shall be appealed to the Minnesota Bureau of Mediation Services for mediation by the Union within ten (10) business days after the Employer's final answer in Step 1.

Step 3. If the grievance is not resolved in Step 2, the Union may appeal the grievance to arbitration pursuant to the Public Employment Labor Relations Act. The Union shall give written notice to the Employer of the appeal to arbitration within twenty-one (21) calendar days of the mediation meeting. The appeal to arbitration shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

- 12.5 Selection of Arbitrator: The arbitrator shall be selected from a list received by the Employer and Union from the Minnesota Bureau of Mediation Services. The selection of the arbitrator shall be made in accordance with applicable Minnesota Rules established by the Minnesota Bureau of Mediation Services.
- 12.6 Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force or effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union pursuant to the Minnesota Uniform Arbitration Act, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- 12.7 **Arbitrator's Fees and Expenses:** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a verbatim record of the proceedings, it shall notify the other side and it shall be responsible for paying the cost for the verbatim record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 12.8 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied and appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 12.9 **Choice of Remedy.** If a grievance remains unresolved after Step 2, the grievance may be appealed to either Step 3 of the grievance procedure, or to a hearing under the Veterans Preference Act, Minnesota Statute Section 197.46 if the employee meets the definition of "veteran" under Minnesota Statutes Section 197.447. If appealed to a hearing under the Veterans Preference Act, the grievance is not subject to arbitration pursuant to Step 3 of the grievance procedure under this Agreement. The employee shall indicate in writing which procedure the employee chooses.

### **ARTICLE 13. VACATION LEAVE WITH PAY**

- 13.1 **Eligibility TA.** All regular employees are entitled to paid vacation leave. Each January 1 shall be used as the anniversary date for determining the vacation leave accumulation level.
- 13.2 **Length of Vacation Eligibility.** Employees will not earn or be allowed to take paid vacation until they have completed the first three (3) months of employment.

Once the employee has reached their one year anniversary date, they will receive vacation from the date of their one year anniversary to the next annual review date. The vacation earned will be pro-rata based on 40 hours earned per year until the next January 1, when they will receive the full next year's earned amount.

Beginning effective January 1, 2017, the employees will receive the following vacation hours added to their accumulated amount on January 1 of each year during the term of this Agreement:

#### **COMMENCEMENT OF:**

0-1 Year	40 hours (5 days)
1 Year	40 hours (5 days)
2-5 Years	80 hours (10 days)
6-10 Years	120 hours (15 days)

11-15 Years

160 hours (20 days)

16+ Years

200 hours (25 days)

- 13.3 Accrual/Carryover. An employee may not carry over more than 120 hours of vacation beyond the employee's annual review date.
- 13.4 The City and the City Clerk-Treasurer entered into a Memorandum of Understanding ("MOU"), with the consent of the Union, effective August 13, 2018. Pursuant to paragraph 5 of the MOU, City Clerk-Treasurer shall earn 4 weeks of vacation annually for the duration of the CBA.
- 13.5 When Taken. Leaves of more than one week or more shall be scheduled with no less than two (2) weeks' notice. Leaves of three (3) weeks or more require City Council approval.
- 13.6 Cessation of Employment. Upon leaving employment with a two (2) week notice, all unused vacation time that has been accrued up to the date of cessation shall be paid at the employee's current rate of pay.

#### ARTICLE 14. SICK LEAVE

- 14.1 Purpose. Regular Sick leave may be granted to employees not on personal leave when the employee is unable to perform work duties due to illness or disability, which prevented the employee's attendance and performance of duties on that day or days.
- 14.2 Pro-rated and Accrual. All employees shall earn regular sick leave at the rate of eight (8) hours leave per month; part time employees shall earn regular sick leave based upon their full time equivalent. The current employees covered by this bargaining agreement will retain the accrual rates they currently have until they reach the appropriate completion of years of service to move up to the next credited amount of vacation earned.
- 14.3 Accumulation. Unused regular sick leave days may accumulate to a maximum credit of 480 hours of regular sick leave per employee. After an employee has accumulated 480 hours of regular sick leave, the employee will stop earning sick leave until the total hours have decreased below the 480 maximum.
- 14.4 Cessation of Employment. Upon cessation of employment with a two (2) week notice to the Employer, one-third of an employee's accumulated sick time will be rolled over into their HSA, unless the employee requests that the amount be paid out to them directly.
- 14.5 Utilization. Medical appointments shall be considered as eligible for utilization of accumulated sick leave, to care for a sick child, or other uses as authorized by law.
- 14.6 Approval. To be eligible for sick leave with pay, employees shall contact the appropriate person as soon as possible stating the reason for absence. Absence of more than three (3) days may require documentation from a medical professional.
- 14.7 Deduction. Any sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.
- 14.8 Accrual During Leave. For the purpose of accumulation of additional vacation or sick leave, an employee using earned vacation or sick leave is considered to be working.

- 14.9 Bereavement Leave. Up to three (3) days of bereavement leave paid by the Employer and not deducted from any of the employee's leaves may be taken in the case of a death in any employee's immediate family. Immediate family includes: spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, (including any step- or in-law in the preceding list), domestic partner and the children, grandchildren, parents, grandparents, of the domestic partner as well as minor children for whom the employee or the employee's domestic partner provide day to day care and financial support.

Paid bereavement leave shall be considered bereavement leave paid by the Employer and will not be taken from the employee's vacation or sick time accrual. Up to five (5) days' additional time may be taken as unpaid bereavement leave with approval of the Employer's Personnel Committee. Accrued vacation, sick, or Compensatory Time may be utilized for these additional days.

Employees may be allowed one-half day off and may utilize sick leave, vacation, or Compensatory Time to attend the funeral of a friend or acquaintance other than a member of the employee's immediate family.

- 14.10 Workers' Compensation. The Employer will compensate employees an amount equal to their regular salary less any Workers' Compensation payments to any employee who is injured while on duty, through no fault of the employee, for up to thirty (30) working days. In order to be eligible, an employee must provide the City Clerk/Treasurer with a doctor's certificate completed by a doctor who has actually examined the employee to the Employer stating the cause of injury or illness, the diagnosis, the prognosis, and the period of time that the employee is not able to return to work. For payments under this section up to one week, the employee may provide a certificate from his/her own physician; for payments after one week (and up to the thirty day maximum), the employee must provide a certificate from the physician designated by the Employer. The time used under this provision shall not be charged against the employee's regularly accrued paid-leave benefits.

#### **ARTICLE 15. INSURANCE BENEFITS**

- 15.1 For the duration of this Agreement, the Employer will contribute 100% of the premium for dental, medical and life insurance benefits for regular full-time employees and part-time employees as defined in Article 3.4 of this Agreement. In addition, the Employer will contribute \$100 per month to the HSA for employees who have single health insurance or \$200 per month for employees who have family health insurance.

#### **ARTICLE 16. OTHER LEAVES OF ABSENCE**

- 16.1 Leave Without Pay: The City Council may grant employees a leave of absence without pay for a period not to exceed thirty (30) days. Such leave may be extended to a maximum period of one (1) year upon further City Council consideration for extraordinary circumstances. No benefits shall accrue or be granted during a leave of absence without pay.
- 16.2 Jury or Witness Duty: Employees subpoenaed as witnesses in connection with employment or called for jury duty shall receive their regular compensation and other benefits less the amount of jury or witness fees. Employees shall notify their supervisor when served with a subpoena or notice of jury duty. The employee shall remit any fees received to the Employer



following receipt. Employees shall return to their regular duties if released from court duty during their scheduled hours of work.

- 16.3 **Military Leave.** Employees shall be granted a leave of absence for service in the armed forces of the State or the United States in accordance with state and federal statutes.

#### **ARTICLE 17. ABSENCE WITHOUT LEAVE**

- 17.1 Any absence of an employee from duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned from employment, provided that the Employer may grant approval for the leave subsequent to the unauthorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

#### **ARTICLE 18. COMPENSATION**

- 18.1 **2019.** Effective January 1, 2019, all Employees covered under this agreement shall receive up to a two percent (2%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2018-December 2018, available at [www.bis.gov](http://www.bis.gov). The Employer shall pay back pay to the effective date listed in this paragraph. All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.
- 18.2 **2020.** Effective January 1, 2020, all Employees covered under this agreement shall receive up to a two percent (2%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2019-December 2019, available at [www.bis.gov](http://www.bis.gov). All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.
- 18.3 **2021.** Effective January 1, 2021 all Employees covered under this agreement shall receive up to a two percent (2%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2020-December 2020, available at [www.bis.gov](http://www.bis.gov). All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.

- 18.4 Salary Ranges. The following salary ranges, which shall be increased by 2% each year, are applicable for the job classifications in the bargaining unit:

	<u>Minimum</u>	<u>Maximum</u>
City Clerk-Treasurer	\$58,250.00	\$79,750.00
Public Works Director	\$64,939.26	\$79,716.00
Deputy Clerk	\$52,500.86	\$68,796.00

- 18.5 Salary Range Adjustment. If an employee is being paid at the maximum of the then-applicable Salary Range beginning January 1, 2019, the employee is only eligible for a COLA increase.
- 18.6 In the event one of the positions becomes vacant during the term of this Agreement, the salary range and salary will be determined based upon the job evaluation system, market factors and other relevant considerations.
- 18.7 The City Clerk-Treasurer shall be paid in accordance with paragraph 2 of the MOU.

#### **ARTICLE 19. NO STRIKE/NO LOCKOUT**

- 19.1 No Strike: Employees covered by this Agreement shall not engage in a strike, slowdown or withholding of services during their duty as employees. Employees shall not encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, or sympathy strike. Further, employees shall not be absent from work without permission of the Employer, or abstain in whole or in part from the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 19.2 Penalty: Any employee who engages in the conduct prohibited in Article 19.1 is subject to disciplinary action up to and including discharge.
- 19.3 No Lockout: No lockout shall be instituted by the Employer during the life of this Agreement provided that no employee or the Union has violated Section 19.1.

#### **ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 20.1 This Agreement represents the complete and total agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

- 20.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject not removed by law from collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

#### ARTICLE 21. SAVINGS CLAUSE

- 21.1 In the event any provision of this Agreement is held to be unlawful and unenforceable by any court or state or federal administrative agency of competent jurisdiction, such provision(s) shall be voided, and the voided provision(s) shall be renegotiated at the request of either party. All other provisions shall continue in full force and effect.

#### ARTICLE 22. DURATION

- 22.1 This Agreement shall be in full force and effect for three (3) years from date of execution through December 31, 2021. During the period after contract expiration and until a successor agreement is executed, the terms of the existing contract shall continue in effect and be enforceable upon both parties.

CITY COUNCIL, CITY OF MONTROSE,  
MINNESOTA

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 65

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