



**CITY COUNCIL AGENDA
CITY COUNCIL WORKSHOP
April 17, 2023 4:00 P.M.**

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

Montrose City Hall
311 Buffalo Avenue South
Montrose, Minnesota 55363

1. CALL TO ORDER

2. ROLL CALL

3. BUSINESS

- a. Wright County Annual Report
- b. Capital Improvement Plan Discussion
- c. Gritman Consulting Discussion
- d. Girl Scout Contract Discussion

4. ADJOURNMENT

Montrose MINNESOTA
it's good to be home



**Wright County Sheriff's Office
Activity Report
2022**



MISSION

The Wright County Sheriff's Office, in partnership with the community, is committed to improving our quality of life. We uphold the Constitutions of the United States and the State of Minnesota, and dedicate ourselves to maintaining order, protecting life and property, reducing the fear of crime and ensuring a safe and secure correctional facility. We hold ourselves accountable to the guiding principles of integrity, professionalism, caring, and fairness.

GUIDING PRINCIPLES

INTEGRITY

We pride ourselves on upholding the highest ethical standards that guide us to serve in a trustworthy, truthful, and honorable manner.

PROFESSIONALISM

We inspire trust and cooperation within the community and the Sheriff's Office. We are well-trained, highly motivated, progressive and innovative while providing responsive and quality service.

CARING

We are compassionate and respectful. We are approachable, understanding, and considerate of the needs of all people.

FAIRNESS

We are equitable, just and consistent. We serve the community and each other in an unbiased and impartial manner.



Sheriff Sean Deringer

Mayor Kirby Moynagh, City Council Members Nicole Andreoff, Sam Solarz, David Paradeise, Michelle Otto and
City Clerk/Treasurer Michael Sommerseld – Deputy Clerk Cristy Gerard and City Administrator Jessica Bonniwell

Citizens of Wright County,

The Wright County Sheriff's Office is the 3rd largest Sheriff's Office in the State of Minnesota. We provide law enforcement services to 13 of the county's 16 cities along with all unincorporated areas of Wright County. In a strong partnership with the community, we are able to provide the citizens with reliable service to maintain the high-level quality of life that we have come to enjoy and expect.

There are five divisions within the Sheriff's Office: Patrol, Criminal Investigations, Operations, Business Management and Corrections. Each division is broken down into smaller units such as: administration, court security, communications, community services, detective, emergency management, emergency response team, k-9, special investigations, school resource, recreational services, civil/warrants/transport, and traffic enforcement.

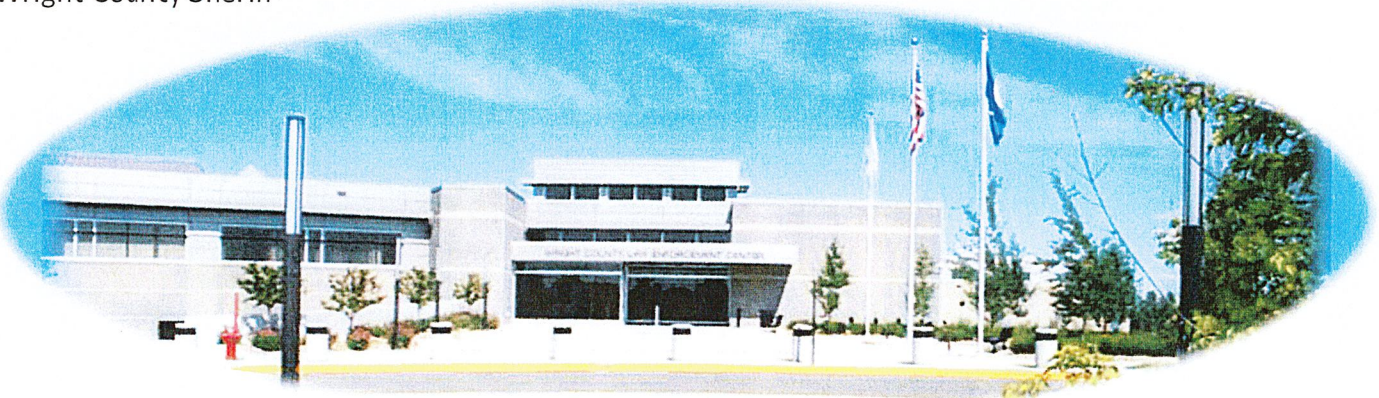
With the help of our community, the Wright County Sheriff's Office will continue to meet our challenges of providing high quality, cost effective and efficient law enforcement services to everyone in Wright County.

I look forward to working with and collaborating with our community leaders and citizens to ensure that we continue to carry out our mission of "keeping the peace" with professionalism, fairness, caring and integrity.

Respectfully,

Sean A. Deringer

Wright County Sheriff



10 year look back at Montrose contracting history with the Sheriff's Office:

○ Contract rate history:

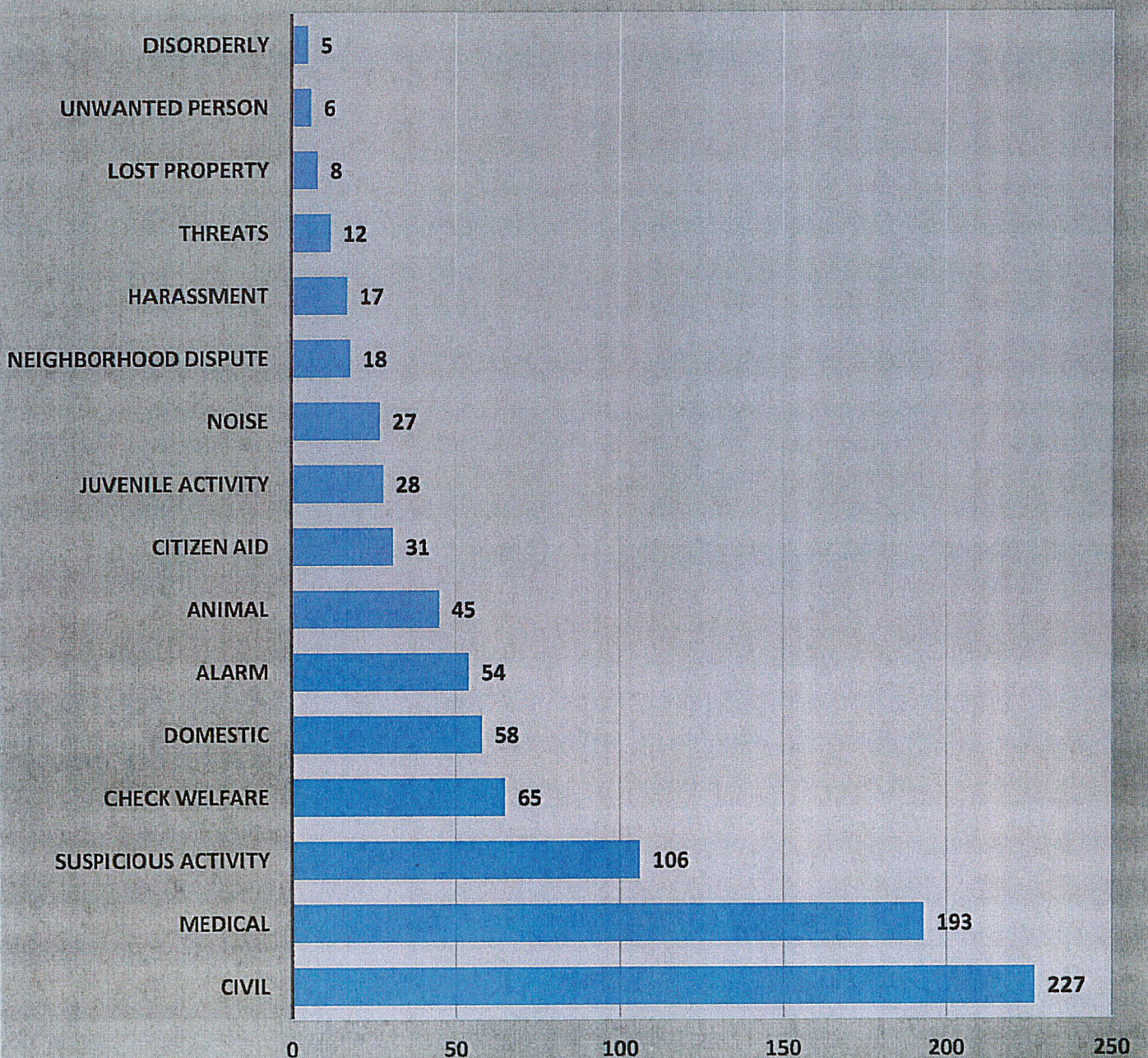
▪ 2013: \$60.50 Hourly	Annual Cost	\$176,660
▪ 2014: \$62.50 Hourly	Annual Cost	\$182,500
▪ 2015: \$64.50 Hourly	Annual Cost	\$188,340
▪ 2016: \$67.00 Hourly	Annual Cost	\$196,176
▪ 2017: \$69.50 Hourly	Annual Cost	\$202,940
▪ 2018: \$72.00 Hourly	Annual Cost	\$262,800
▪ 2019: \$74.50 Hourly	Annual Cost	\$271,925
▪ 2020: \$78.25 Hourly	Annual Cost	\$286,395
▪ 2021: \$81.75 Hourly	Annual Cost	\$298,388
▪ 2022: \$84.20 Hourly	Annual Cost	\$307,330
▪ 2023: \$86.75 Hourly	Projected Cost	\$316,638

The City of Montrose has been contracting for law enforcement services with the Sheriff's Office since the early 1970's. Montrose increased their law enforcement coverage from 5 hours to 8 hours a day in 2004. In January of 2018, Montrose added an additional 2 hours of coverage for a total of 10 hours a day.

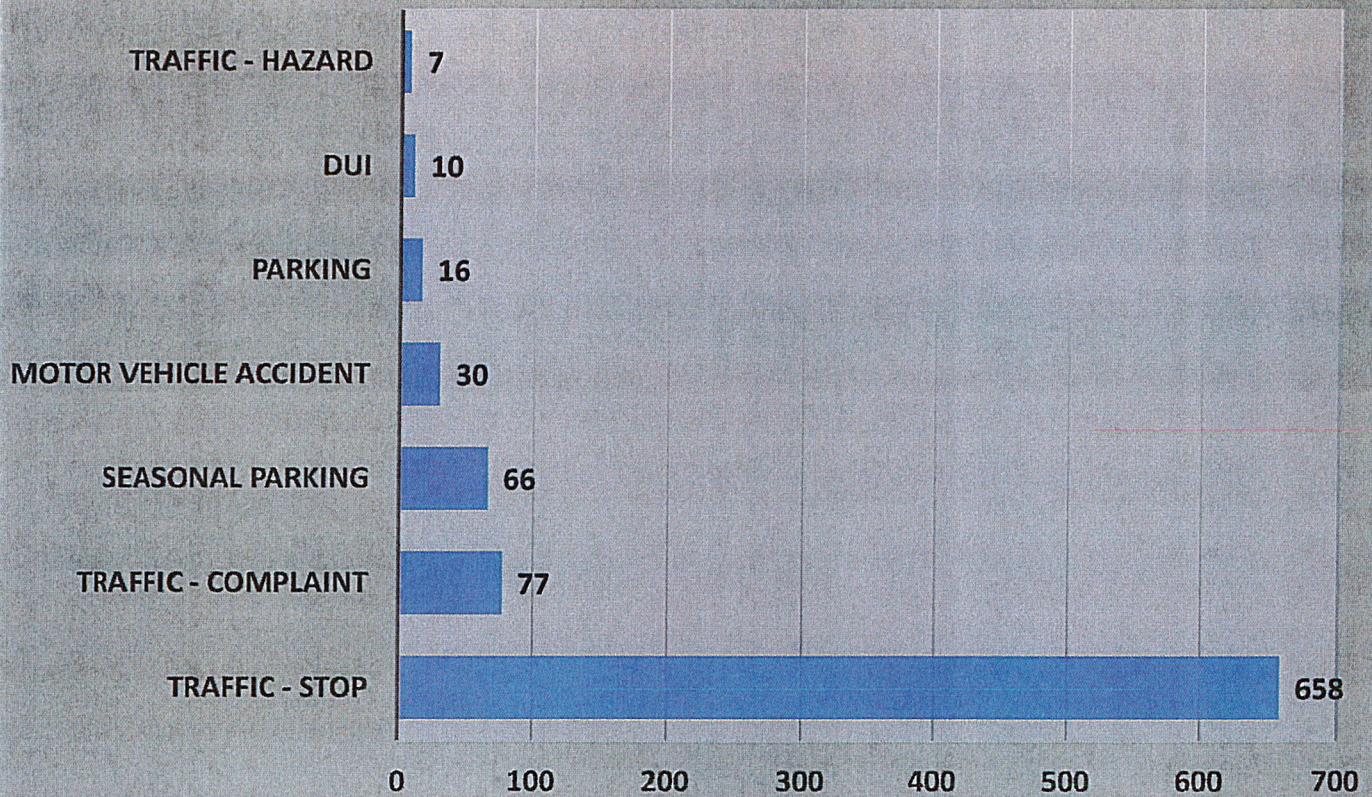
2022 Activity

Sheriff Deputies responded to 2,209 calls for service in Montrose in 2022. Of those calls for service, 1,192 incidents turned into a case report and required further investigation by the deputies. The summary below contains a snapshot of the Montrose 2022 law enforcement activity.

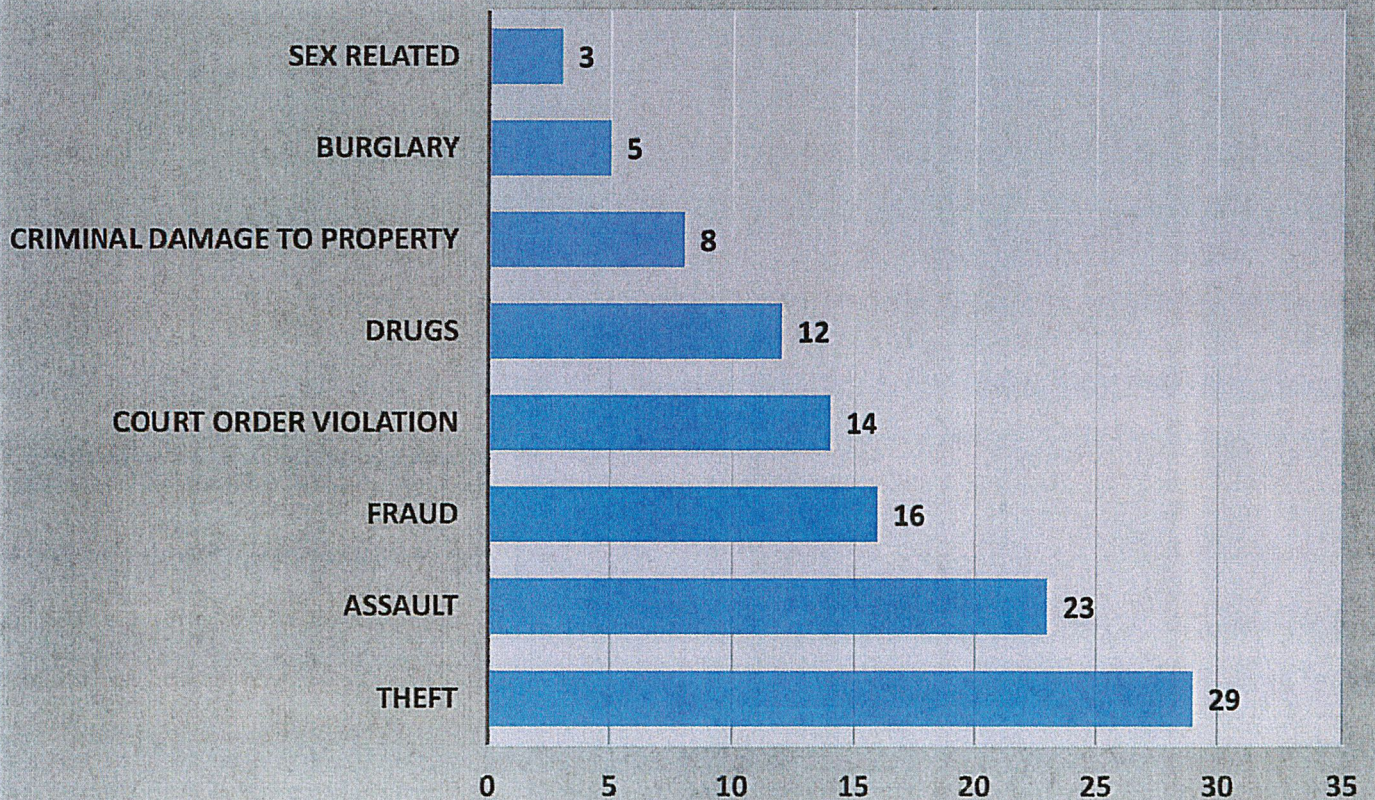
2022 Montrose Quality of Life Incidents



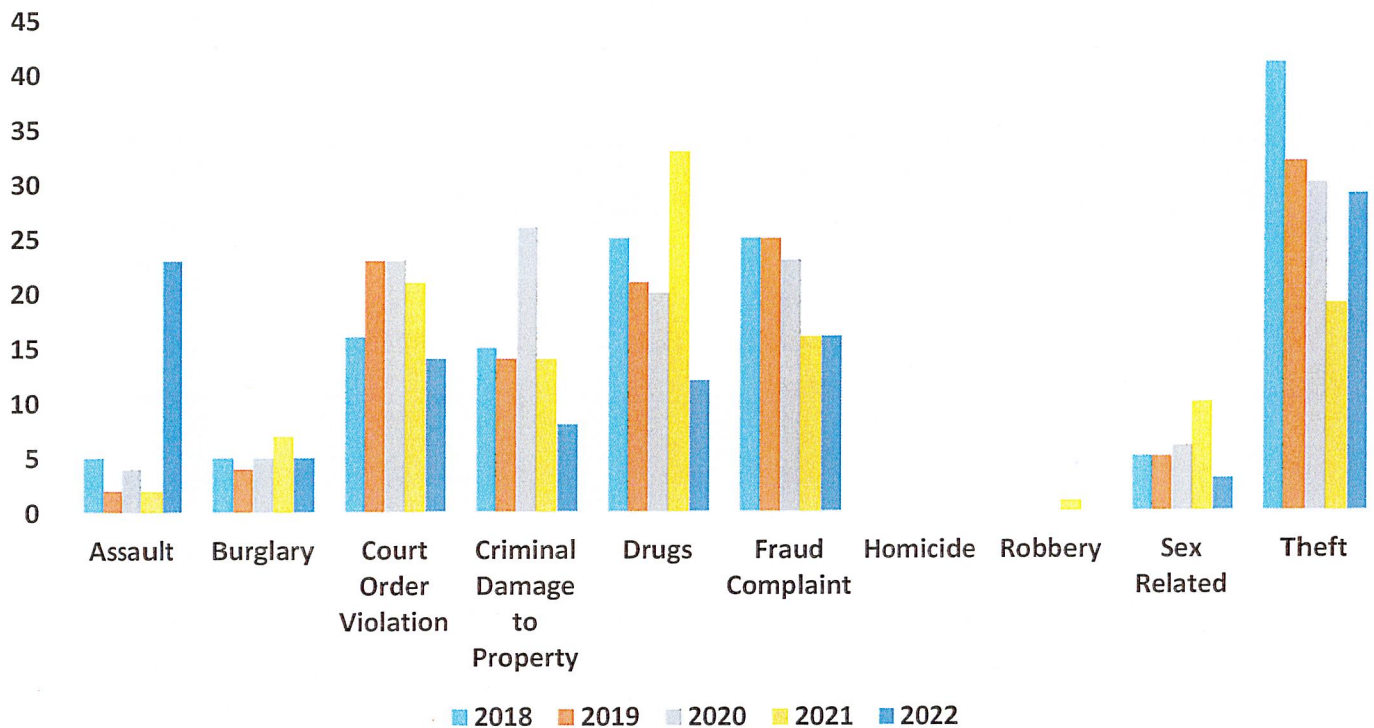
2022 Montrose Traffic Calls



2022 Montrose Crime Incidents



2018 - 2022 Crime Comparison



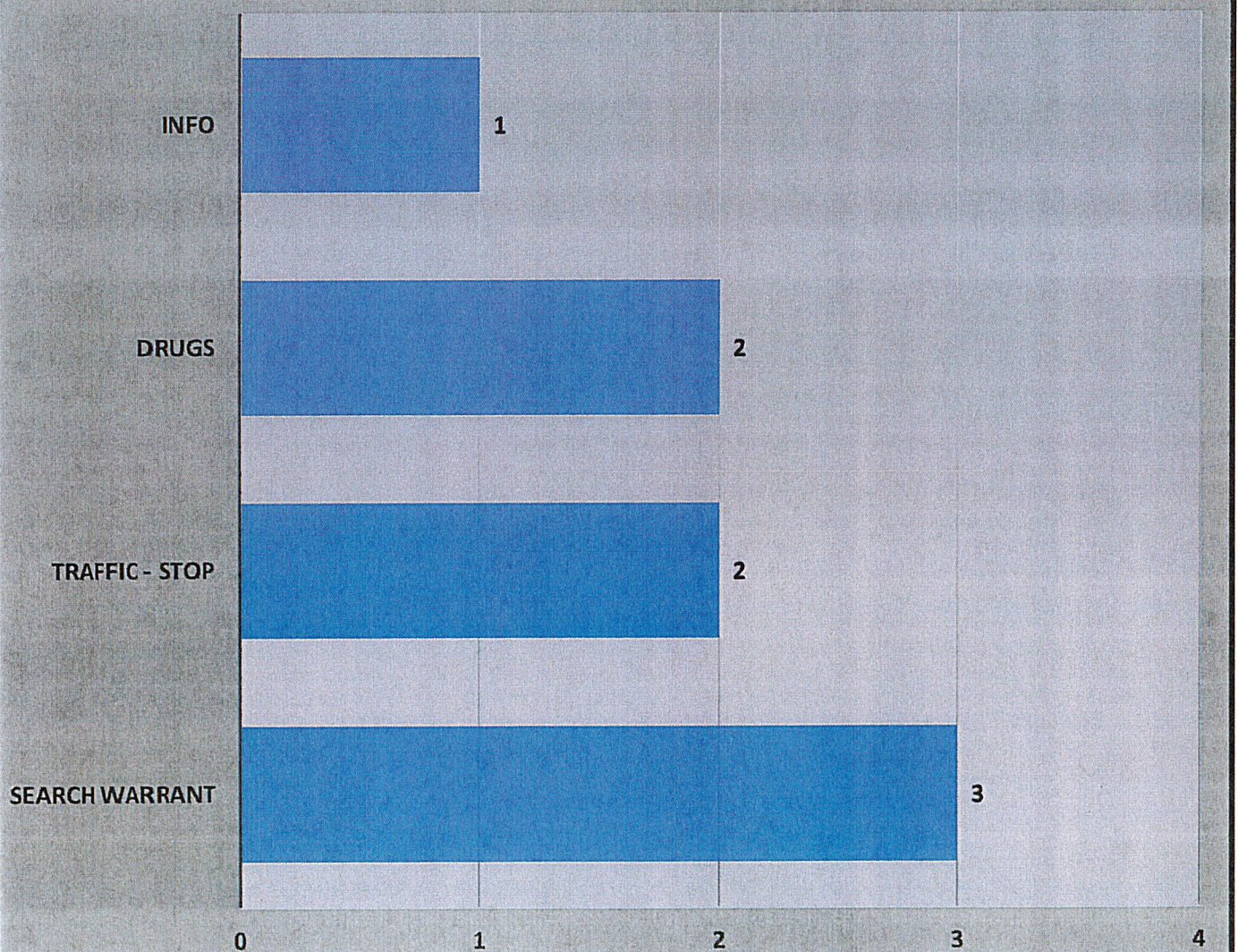
2018 – 2022 City of Montrose Significant Incident Codes

Significant Crime Calls	2018	2019	2020	2021	2022
Assault	5	2	4	2	23
Burglary	5	4	5	7	5
Court Order Violation	16	23	23	21	14
Criminal Damage to Property	15	14	26	14	8
Drugs	25	21	20	33	12
Fraud Complaint	25	25	23	16	16
Homicide	0	0	0	0	0
Robbery	0	0	0	0	0
Sex Related	5	5	6	10	3
Theft	41	32	30	19	29
Total	137	126	137	123	110

The Sheriff's Office implemented a Gas Drive-Off program in the beginning of 2020 and the changes are reflected in the 2020 Theft category*

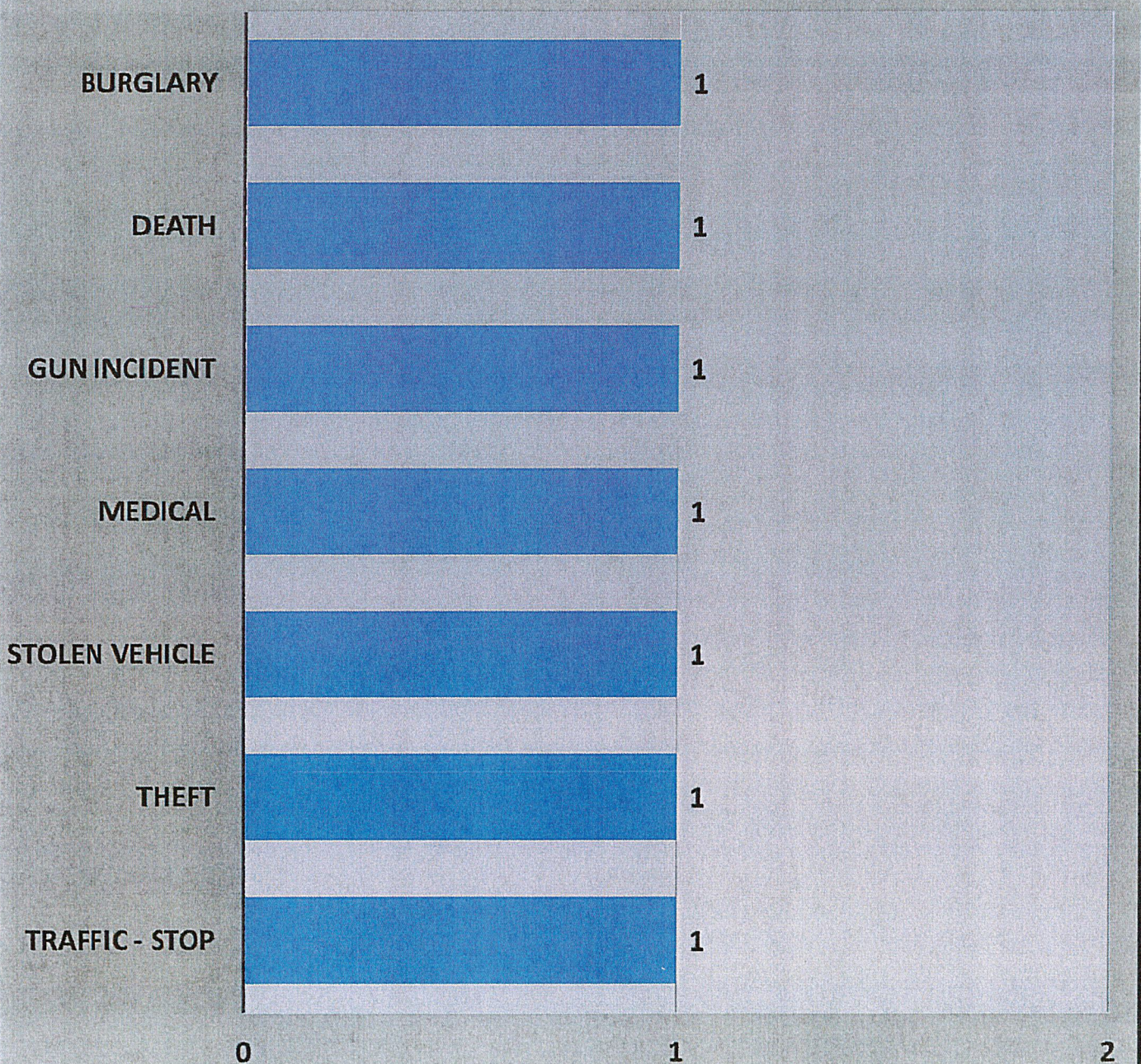
The **Special Investigations Unit (SIU)** is part of the Wright County Sheriff's Office Criminal Investigations Division. The unit is comprised of a sergeant and two full time deputies. This is the only plain clothes and unmarked unit within the Sheriff's Office. Due to SIU's unique ability to blend in with the public, they are often utilized in situations where a marked patrol unit would not be feasible. This includes the arrest of people with warrants who commonly flee when confronted by a uniformed deputy or conducting surveillance of locations with suspected criminal activity. One of the main functions of SIU is to investigate drug crimes within Wright County. This is accomplished through investigative work, speaking with concerned citizens and informants, collaborating with other law enforcement agencies, utilizing social media, and through physical and electronic surveillance. SIU serves approximately 70 search warrants per year within the county along with assisting other local agencies with some of their search warrants. SIU also handles the civil forfeiture of cash, vehicles and firearms when their use or possession was related to controlled substance.

2022 Montrose Special Investigations Unit



The **Major Crimes Investigation Unit (MCIU)** is responsible for documenting and processing crime scenes and evidence collected from scenes. The unit will respond when needed for death investigations, assaults, robberies, burglaries, or any scene where advanced skills and processing techniques are needed to collect and document evidence. MCIU also responds to motor vehicle crashes resulting in serious injuries or death. Besides documenting the crime scenes, MCIU is trained in processing evidence for latent prints, DNA evidence, tire and shoe tread patterns, tool mark evidence, biological stains, and trace evidence. Most of the evidence collected is sent to the Midwest Regional Forensic Laboratory where further analysis and comparison is done and hopefully identifications are made.

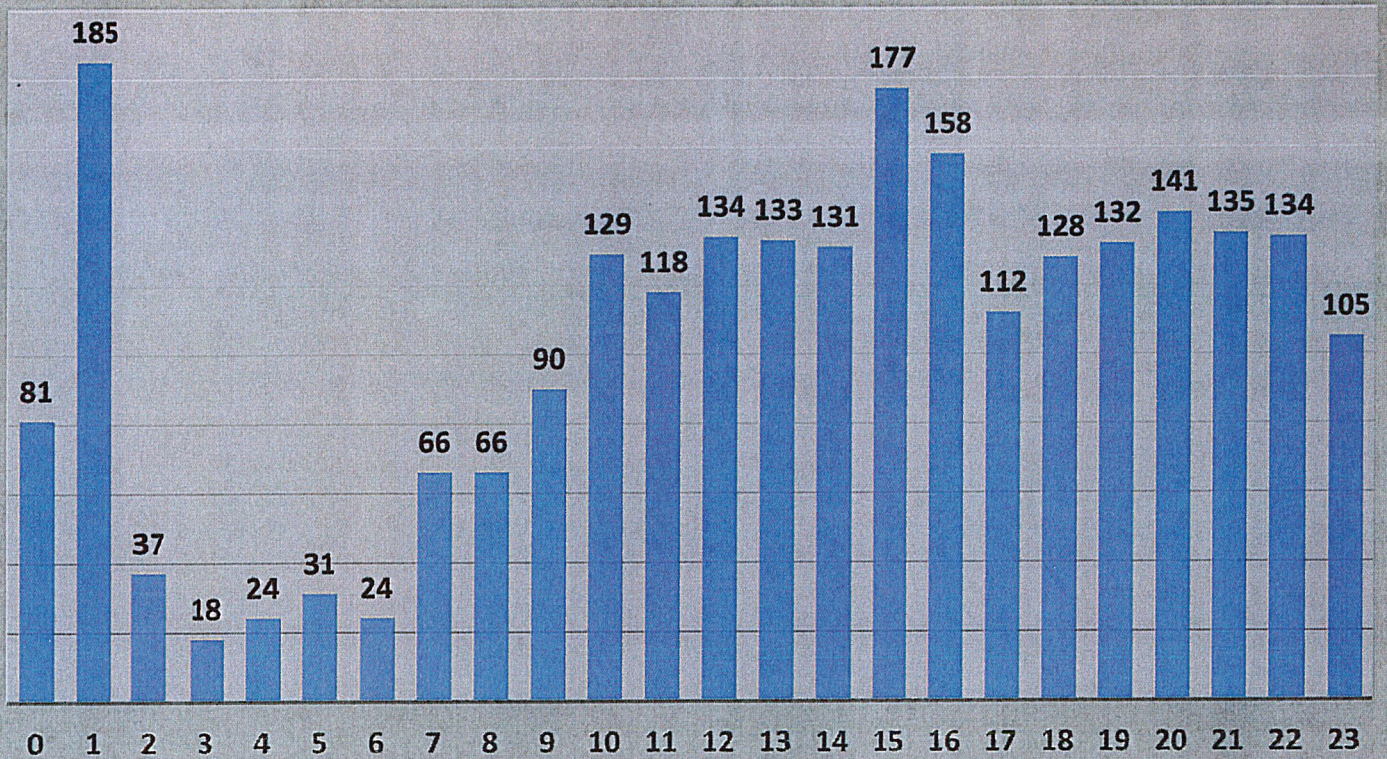
2022 Montrose Major Crimes Investigations Unit



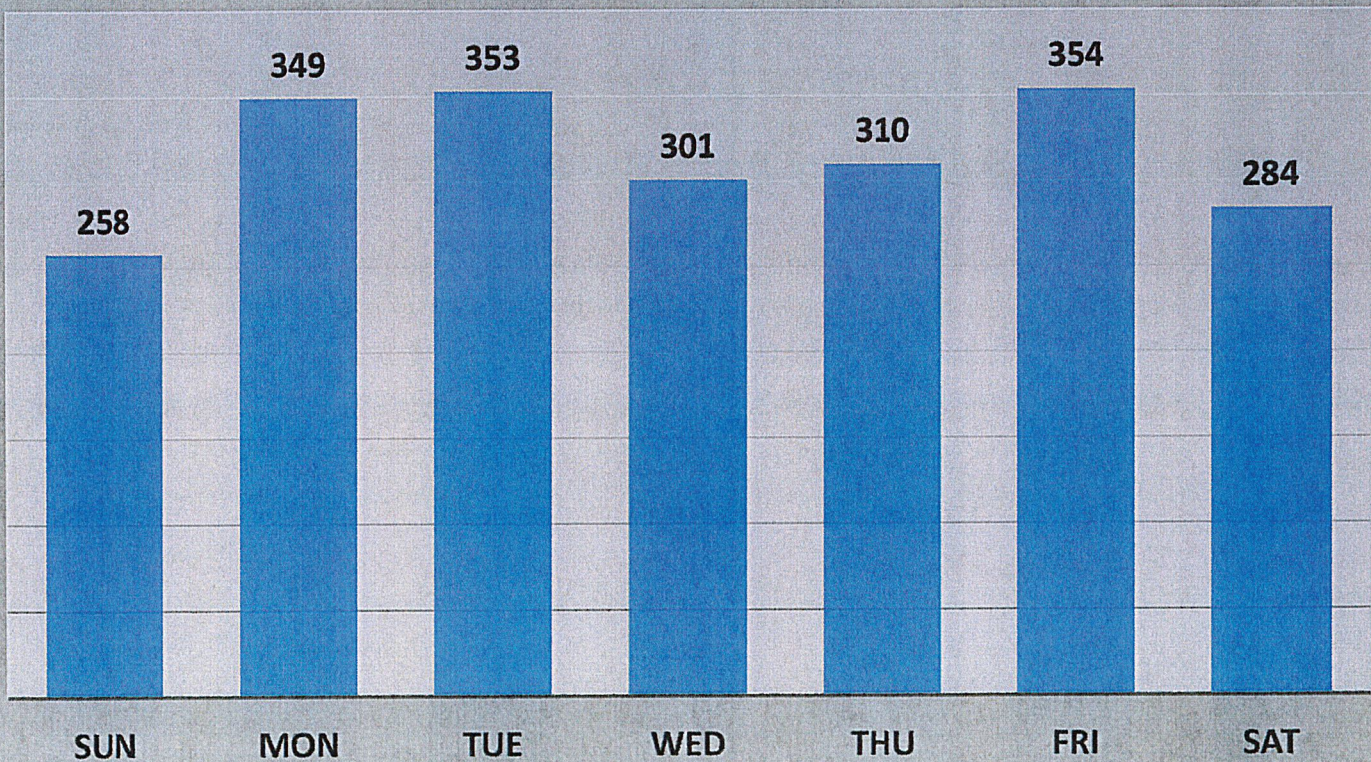
2022 City Comparison

	Montrose	Delano	Rockford
Significant Crime Calls			
Assault	23	7	17
Burglary	5	8	1
Court Order Violation	14	8	11
Criminal Damage to Property	8	33	24
Drugs	12	32	8
Fraud Complaint	16	31	24
Homicide	0	0	0
Robbery	0	0	0
Sex Related	3	1	3
Theft	29	73	32
Significant Quality of Life Calls			
Alarm	54	237	65
Animal	45	61	43
Check Welfare	65	75	70
Citizen Aid	31	44	38
Civil	227	151	197
Disorderly	5	18	5
Domestic Disturbance	58	28	45
Harassment	17	25	15
Juvenile Complaint	28	91	110
Lost - Found Property	8	25	10
Medical	193	404	339
Neighborhood Dispute	18	10	11
Noise	27	5	11
Suspicious Activity	106	170	132
Threats	12	10	11
Unwanted Person	6	8	6
Traffic Calls			
DUI	10	9	9
Motor Vehicle Accident	30	111	39
Parking	16	42	28
Seasonal Parking	66	27	40
Traffic - Complaint	77	104	78
Traffic - Hazard	7	8	4
Traffic - Stop	658	1,690	1,024

2022 Montrose Calls by Time of Day



2022 Montrose Calls by Day of Week





Wright County Sheriff's Office



3800 Braddock Ave NE
Buffalo, MN 55313

1-800-362-3667
Fax: 763-682-7610

Command Staff Contact Information:

Sheriff Sean Deringer	sean.deringer@co.wright.mn.us
Chief Deputy Matt Treichler	matthew.treichler@co.wright.mn.us
Office Administrator Shawna Athman	shawna.athman@co.wright.mn.us
Operations Captain Ryan Ferguson	ryan.ferguson@co.wright.mn.us
Operations Lieutenant Albert Lutgens	albert.lutgens@co.wright.mn.us
Investigations Captain Eric Kunkel	eric.kunkel@co.wright.mn.us
Investigations Lieutenant Michael Lindquist	michael.lindquist@co.wright.mn.us
Patrol Captain Todd Sandin	todd.sandin@co.wright.mn.us
Jail Captain Pat O'Malley	patrick.o'malley@co.wright.mn.us
Patrol Lieutenant Jason Kramber	jason.kramber@co.wright.mn.us
Patrol Lieutenant Jeremy Wirkkula	jeremy.wirkkula@co.wright.mn.us
Professional Standards Lieutenant	brian.johnson@co.wright.mn.us
District Sergeant Kevin Triplett	kevin.triplett@co.wright.mn.us

No timeline	Overlay parking area at the public works shop at the WWTP	2020	med	\$50,000	\$50,000	General Fund	Asphalt overlay the parking area around the public works shop at	P.W. Utility
2023	New stand pipe, check valve, and well pump on well #4	2020	low	\$15,000	\$15,000	Water Fund	Pull well to evaluate, and determine the condition of the stand pipe, check valve, power leads, casing, screen, and well pump in well # 4. Rebuild or replace as needed.	P.W. Utility
2023	New stand pipe, check valve, and well pump on well #5	2020	low	\$15,000	\$15,000	Water Fund	Pull well to evaluate, and determine the condition of the stand pipe, check valve, power leads, casing, screen, and well pump in well # 5. Rebuild or replace as needed.	P.W. Utility
P&T Plan?	Determine and Establish Walking Trail from Thoreson Park to Lent Park	2020	low	\$5000 per phase	\$5,000	General Fund / Parks	Establish a walking trail from Thoreson Park to Lent Park	P.W. Parks
No timeline	Construct a new concession stand at Carver Field	2020		\$50,000		General Fund / Parks	Construct new concession stand at Carver Field	P.W. Parks
Waiting on State	Trunk Highway 12 Left Turn Lanes/Arapahoe Lane Extension	2021	High	\$1,610,000		State, grant, general fund / levy	Working with MN Dot project timing to take full advantage of any cost sharing. To install left turn lane on HWY 12 for Zephyr Ave. Completion of Arapahoe Lane extension.	P.W. Engineering
Waiting on State	Hwy 12 Streetscape Project	2021	Low	\$1,000,000		State, grant, general fund / levy	Working with MN Dot project timing to take full advantage of any cost sharing for streetscape improvements on Hwy 12 from Buffalo Ave. South to Emerson Ave. South. Scope of project still needs refining.	P.W. Engineering
	Zephyr Ave. Railroad Crossing Study	2021	Low	\$30,000	\$30,000	General Fund / Levy	Determine if railroad crossing would be granted either at grade or grade separated. Development driven.	P.W. Engineering Admin.
No timeline	Lighted Message Board Sign	2020	med	\$20,000 to \$30,000	\$30,000	General Fund	Install a lighted message board sign	P.W. Fleet
Equipment schedule?	Replace 2015 S-650 Bobcat Skid Steer Loader	2020	low	\$10,000	\$10,000	General Fund	Vehicle scheduled for replacement 2020	P.W. Fleet
2022-2023	Mill and Overlay 1st Street North	2022	med.	\$400,000		General Fund	Complete mill and overlay of 1st Street North from Emerson Ave. North to Clementa Ave.	P.W. Engineering
2023	Replace 2002 Tandem Axel Sterling Plow Truck	2022	med	\$300,000		General Fund	Vehicle scheduled for replacement 2022	P.W. Fleet
P&T Plan?	Construct Dog Park	2022	low	\$50,000		General Fund / Parks	Construct dog park.	P.W. Parks
	Replace Fire Department Tender # 12	2022	med	\$300,000		General Fund / Fire	Vehicle scheduled for replacement 2022	Fire
No timeline	Fire Station	2021	high	\$3,500,000		General Fund / Fire	New Fire Station/Remodel Current Station	Fire
P&T Plan?	Determine and Establish Walking Trail in Thoreson Park	2022	low	\$5000 per phase	\$5,000	General Fund / Parks	Establish a walking trail system in Thoreson Park	P.W. Parks

2023 to 2030									
Capital Improvement Projects									
	Request	Year	Priority Rating	Estimated Cost	Cash Amount	Funding Source	Description	Dept.	
	Replace John Deere 544 K Wheel Loader	2023	low	120,000		General Fund	Vehicle scheduled for replacement 2023	P.W. Fleet	
	Replace Fire Department SCBA's	2023	low	100,000		General Fund / Fire	Scheduled replacement of Fire Department self contained breathing apparatus's	Fire	
	Counrty View Estates /1st Street North Improvements	2025	Low	\$2,700,000		General Fund / Levy, Water fund, sewer fund, storm sewer fund	Reconstruct Old Mindy Lane, Sheri Lane, Charity Lane, Center Ave. North, Crystal Ct. street sections to include curb and gutter and storm sewer lines, loop water main on Charity Lane	P.W. Engineering	
Regionalize w/ Buffalo 2024-2025	Replace U.V. Light disinfection sytem at Wastewater Treatment Plant	2025	med	\$100,000+		Wastewater Treatment Fund Bonding	Replace the original U.V. Light disinfection system that will be approaching 25 years old and parts are no longer available	P.W. Utility	
	Swimming Pool / Splash Pad	2025	low	\$500,000		General Fund / Parks	Construction of a swimming pool / splash pad	P.W. Parks	
	Fire Department Extrication Tools	2025	low	\$35,000		General Fund / Fire	Scheduled replacement of Fire Department extrication tools.	Fire	
	Breckenridge Lane to Emerson Ave Street Connection	2026	Low	\$607,000		General Fund / Levy	Construct a segment of new street between Rolling Meadows and Forest Creek Sub-Division including curb and gutter, storm water and walking trail connections	P.W. Engineering	
	Swimming Pool / Splash Pad	2026	low	\$500,000		General Fund / Parks	Construction of a swimming pool / splash pad	P.W. Parks	
	Community / Recreational Center	2027	med	\$3,000,000 +		General Fund / Parks	The City's current Community Center was constructed in the mid 1990's and has served the community well. The city's population has tripled since the community center was built. The community needs have outgrown what the current community center can offer back to the community. A new Community / Recreational center would be a great investment back into the community that could offer residents of any age many additional choices of activities that the current community center cannot offer, anytime of the year. Possible remodel Fire Station	P.W. Parks	
	Replace Fire Department Engine # 11	2027	low	\$800,000		General Fund / Fire	Vehicle scheduled for replacement 2027	Fire	
	Phase I Bury Power Lines Trunk Hwy 12	2030	Low	\$3,600,000		State, grant, general fund / levy bonding	Rough estimate for burying power lines parallel with Trunk HWY 12 as well as road crossings based on the Trunk HWY 12 redevelopment plan.	P.W. Engineering	
	Phase II Bury Power Lines Co. Road 12	2030	Low	\$2,000,000		State, grant, general fund / levy bonding	Rough estimate for burying power lines parallel with Co. Road 12 as well as road crossings.	P.W. Engineering	
	Cascade System for Fire Station	2030	low	\$50,000		General Fund / Fire	Install a Cascade System in the Fire Station	Fire	

Hi Jessica –

As I had suggested several weeks ago, we are re-ordering our work and company arrangements, to become effective on June 1, 2023. NAC will continue as a company handling the majority of the company's current clients, but under new ownership. I will be transferring my ownership share to Nate Sparks on that date, with the exception that I plan to retain the contracts of four current clients, of which one is the City of Montrose. For your information, the others are Buffalo, Monticello, and St. Anthony.

This will permit me to relinquish some of the other client responsibilities I currently have, as well as a significant amount of company administration. It is my plan that this move will permit me to be more responsive to my resultant Clients. As a result of the change, I will also shed some of the current overhead, which allows me to shave my hourly rates a bit.

The attached contract draft would serve as my proposal to retain Montrose as a client of my new firm, Grittman Consulting LLC. I would be happy to discuss any of the contract terms with you directly, and/or the City Attorney or other staff as you see fit. Essentially, it creates 3 categories of work – routine City correspondence and ordinance/planning work that is generated and initiated by the City itself, on an hourly rate basis, the same as we currently do with NAC. The second is the work that is generated/initiated by private property owners/developers, etc. who usually (perhaps not always) will have established an escrow for their inquiries with the City. The third is like the first, but specific projects that the City may ask me to work on under an hourly or fixed-fee amount. These would be negotiated as they come up.

Other than this, I am expecting little to change from the form and substance of my prior work in the City. To effect this change, I would be asking the City Council to cancel any agreements/contract with NAC as of May 31, and approve a new contract with Grittman Consulting LLC effective as of June 1, 2023.

Just for your information, I am working with a couple of the other retained clients under a modified structure that creates a monthly retainer amount covering any City-Initiated work, including the Planning Commission meeting, as a fixed fee, and keeping the hourly invoicing on Privately-Initiated work (so the City can assign its consulting charges to the escrow as they are generated). The retainer is set to reflect the pattern of the last few years of City-initiated invoicing. The advantage to this format is that the direct City's costs for planning/zoning work can be predicted and budgeted more reliably. There is a little bit of risk-reward for both parties under this arrangement, being predictability on the one hand, but uncertainty as to whether the retainer for any particular year is set at a reasonable level to cover the work needed, but be neither too much or too little on the other hand.

Anyway, I mention this in case you are interested in this approach. Because Montrose's planning work has been a little more sporadic, I didn't start out with that model in the attached material, but would be happy to discuss it. If it is of interest, I am estimating that my requested retainer

amount for City-initiated work and meetings would be approximately \$1,200 per month, with the privately-initiated work being invoiced beyond this baseline as noted.

I would welcome a discussion on this material to work out any details and answer any questions. If the approach needs to be tweaked some, I'm sure we can figure that out. If it is acceptable to you, I would look forward to seeking Council's approval sometime soon.

Let me know what you think. Thanks!

-sg

Stephen Gritman
Northwest Associated Consultants, Inc.
4150 Olson Memorial Hwy., Suite 320
Golden Valley, MN 55422
763-957-1100 (office)
651-726-7293 (direct)

May 31, 2023

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF MONTROSE, MINNESOTA, hereinafter referred to as the "Client" or "City" and GRITTMAN CONSULTING, LLC., hereinafter referred to as the "Consultant".

WITNESSETH:

ARTICLE 1. AREA OF SERVICE

That the Client does hereby agree to employ the Consultant to render professional technical planning, zoning, and development assistance services to the extent and kind described in Article 2 below in and for the City of Montrose, Minnesota.

ARTICLE 2. SERVICES OF THE CONSULTANT

The Consultant hereby agrees to render the professional services as follows after receipt of work authorization by the City Administrator (the Client's representative), or their designee.

A. Technical Planning and Development Assistance

1. **CITY-INITIATED TECHNICAL ASSISTANCE:** The Consultant shall provide general assistance and consultation to the Client, including:
 - a. Advise, consult, and report regarding the Client's planning, zoning, and development related functions and activities.
 - b. The Consultant will be available to engage in routine correspondence, attend staff meetings for purposes including, but not limited to, development-related reviews, pre-design and/or pre-application, application review, post-approval staff meetings if such meetings are not assignable to a private applicant escrow, assist and advise the Client on the administration, structure, forms, procedures and processing of the recommendations which are received and accepted by the Client.
 - c. Prepare staff reports, resolutions, ordinances and other documents analyzing and supporting staff or consultant research and recommendations on City-initiated planning items, whether or not scheduled for public review. Such documents may include review and reporting for projects initiated by other government agencies where the Consultant prepares such reviews for use by the City in consideration of

the City's participation in, or response to such projects. Examples of such agencies may include, but not be limited to, Wright County, multi-jurisdictional study groups, or similar entities. Direct production of research and materials on behalf of such entities shall be subject to the terms of Paragraph A.3.

- d. On a monthly basis, attend up to one (1) regularly scheduled Planning Commission meeting, and up to one (1) additional evening meeting provided the Consultant's schedule permits. Meetings under this section may include those held by other governmental agencies at which the Consultant is in attendance representing the City's interests.
- e. Services under the section shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.A. of this Agreement.
- f. The meetings included in Subp. d. of this section are a general obligation of the Consultant, and meetings missed for pre-scheduled vacation, illness, or unforeseen circumstances shall not impact the fees charged under this section. The Consultant agrees that foreseeable absences, including vacations, will be coordinated with the City in advance, and that the Consultant agrees to make every effort to schedule in such a way as to minimize such absences.

2. PRIVATELY-INITIATED TECHNICAL ASSISTANCE. The Consultant shall provide general assistance and consultation to the Client, including:

- a. Advise and report regarding the Client's planning, zoning, and development applications, and other related functions and activities initiated through an inquiry and/or formal application from a Non-Client party, including when such charges are assignable to an applicant's escrow account.
- b. The Consultant will be available to attend staff meetings chargeable to the Applicant's fee and/or escrow account, assist and advise the Client on the administration, structure, forms, procedures and processing of the recommendations which are received and accepted by the Client.
- c. Prepare staff reports, resolutions, and other documents analyzing and supporting staff research and recommendations on Privately-initiated planning items, whether or not scheduled for public review.
- d. Services shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.B. (Hourly Rate) of this Agreement.

3. CITY-INITIATED ASSISTANCE (OTHER) From time to time, projects that exceed the routine review and analysis or common city processes for planning and zoning-related issues may be found to be outside the scope of the items identified in 2.A.1. In such matters, the Client may request a specific quote or proposal and scope of services for the identified project,

the work for which would be invoiced separately per the Consultant's charge rates found in the Rate Schedule.

For such projects, no work shall be commenced, nor compensation owed, until a written approval is granted by the Client and the work is expressly directed. The Consultant hereby agrees that any such work is eligible at all times to be submitted for competitive bid, to the Consultant and/or outside consultants, without obligation of the Client to the Consultant under this Contract.

Services shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.B. (Hourly Rate) of this Agreement, and according to the agreed budget if any.

ARTICLE 3. SERVICES OF THE CLIENT

The Client hereby agrees to furnish to or make available for examination or use by the Consultant, without charge, the following:

- A. Agendas for all meetings when attendance of the Consultant is required within a reasonable time to allow for review of each relevant item on the agenda.
- B. All materials and documents applicable to all agenda items. Such material and documents shall be submitted to the Consultant within a reasonable period of time before any meeting at which time they are to be considered.
- C. Material and documents, as determined by the Consultant, that are necessary for the services to be performed, including meeting minutes, development regulations, Comprehensive Plan documents, or other related documents.

ARTICLE 4. PAYMENT

A. Technical Planning and Development Assistance

The Client hereby agrees to pay the Consultant for professional services included in Article 2. of this Agreement as follows:

1. PAYMENT FOR CITY-INITIATED TECHNICAL ASSISTANCE. The work described in Article 2.A.1 shall be invoiced pursuant to the hours charged for "**City-Initiated Rates**" in accordance with the rate schedule attached hereto. Said charges shall be invoiced separately from other costs invoiced under Articles 2.A.2 and 2.A.3. At the Client's request, the Consultant may

itemize the work done under this Article. The rate schedule shall be subject to adjustment each calendar year.

2. PAYMENT FOR PRIVATELY-INITIATED TECHNICAL ASSISTANCE. The work described in Article 2.A.2 shall be invoiced on a time and materials basis in accordance with the rate schedule attached hereto for “**Privately-Initiated Rates**”. The Consultant shall provide an invoice itemizing work completed by project name and number. The rate schedule shall be subject to adjustment each calendar year.
3. PAYMENT FOR CITY-INITIATED ASSISTANCE (OTHER). The work described in Article 2.A.3 shall be invoiced on a time and materials basis in accordance with the rate schedule attached hereto for “**City-Initiated Rates**”, if hourly, and/or for the agreed-upon fixed fee if applicable. The rate schedule shall be subject to adjustment each calendar year.
4. If the Client finds it necessary to abandon requested work, the Client shall notify the Consultant in writing and the Consultant shall be compensated for all work completed and materials expended prior to said notice.
5. The Consultant shall submit a statement of services rendered under Article 2. on a monthly basis payable by the Client.

ARTICLE 5. OTHER PARTIES

- A. It is mutually agreed that this Agreement is not transferable by either party to a third party without the written consent of the other. The Consultant, at its own discretion, may seek professional assistance with certain aspects of any project. Such work shall at all times be subject to the Client’s acceptance as if it were completed wholly by the Consultant, and shall be invoiced as such, under the requirements of Articles 2 and 4 of this agreement and in compliance with Minnesota Statutes §471.425.
- B. The Consultant's reports and other materials prepared in the performance of this Agreement are instruments of services and remain the property of the Client. However, any further distribution of these reports by the Client must note the Consultant as the source.
- C. For lawsuits or legal actions brought by a third party against the Client, which also names the consultant, resulting from negligence, reckless, or improper actions of the Client or the consultant, each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants

and employees in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

- D. Insurance Requirements. The Consultant agrees that, in order to protect itself, as well as the Client, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in full force and effect the following insurance protection in amounts not less than the limits specified below, or greater as necessary:

1. Commercial General Liability - \$2,000,000.00 per incident, including the following endorsements:

a. Automobile coverage - \$100,000/\$300,000.

Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed or not renewed without thirty (30) days prior notice thereof to the Client.

- E. In the event that the Client consists of two (2) or more municipal or corporate entities, each shall be jointly and severably liable for all payments due the Consultant authorized pursuant to this contract.

ARTICLE 6. TERMINATION

- A. This Agreement may be terminated by either party upon thirty (30) days written notice for any reason.
- B. In the event of termination by the Client, the Client shall pay the Consultant for work completed prior to the termination date on a time plus materials basis, such payment to be made within thirty (30) days after receipt of Client of a final invoice showing work completed and delivery of all materials prepared for the Client for which payment has been made.
- C. In the event of termination by the Consultant, the Consultant shall forward to the Client on or prior to the termination date any unearned fees or retainers held by the Consultant within thirty (30) days of termination date.

ARTICLE 7. OTHER PROVISIONS

- A. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to

all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity if a Court of competent jurisdiction so finds. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

- B. COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom, but the Consultant shall not be liable for any defense of the City's use of such software, designs, drawings, or specifications when the Consultant has provided written notice of the source of any such materials.
- C. RECORDS.** Consultant shall maintain complete and accurate records of hours worked and expenses involved in the performance of services for a period of no less than thirty six (36) months following said work.
- D. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

CONDITIONS HEREIN AGREED TO:

GRITTMAN CONSULTING, LLC.

Stephen W. Grittmann, Principal

Date

MONTROSE, MINNESOTA

Mayor

Date

City Administrator

Date

Please Sign and Return One Copy

Exhibit A

Fee and Rate Schedule

<i>Article 2.A.1. - City Technical Assistance:</i>	<i>\$165.00 per hour</i>
<i>Article 2.A.2. – Private Technical Assistance:</i>	<i>\$180.00 per hour</i>
<i>Article 2.A.3 – City Technical Assistance (Other): (Or per fixed fee, as separately agreed)</i>	<i>\$165.00 per hour</i>

**Fees are inclusive of all direct costs, including routine travel, printing and reproduction, business overhead, or other office expenses related to the attendance at meetings or production of required documents and materials.*

Other Charges:

- Expenses related to required travel out of state or overnight (direct cost of travel and hotel, plus per diem). Other routine expenses covered by the Retainer as noted above.*
- Charges for sub-consultants identified to and approved by the Client representative beforehand, at a rate to be determined based on personnel – for privately generated work only. (No assignment of projects by consultant to any other personnel may occur without prior approval of the client).*
- Charges for expert or other testimony arising from legal proceedings involving the community, in which the consultant is called for depositions, witness testimony, general advice, or other purpose, and any related preparation and research – to be invoiced separately at the hourly rate for Privately-initiated Technical Assistance.*

Hi Jessica:

Attached, please find a draft agreement between the city and the Girl Scouts. The following is a list of what the agreement accomplishes and provides a potential strategy through which the city can standardize how it allows other organizations to use the concessions building to sell concessions and to store other organizations' property in the concessions building as well.

The attached agreement does the following:

- 1) Terminates any previous agreement/understanding between the city and the Girl Scouts.
- 2) Instead of giving the Girl Scouts exclusive use of the concessions building to sell concessions during Montrose Days, the agreement now provides that the Girl Scouts will be given priority/the first opportunity to sell concessions, but if they are unavailable for all or part of Montrose Days, that others can then sell concessions when the Girl Scouts are unavailable.
- 3) If the Girl Scouts are unable to or choose not to sell concession at all during Montrose Days any year (a complete absence), then the city has the ability to terminate the agreement if it wants to do so.
- 4) The agreement now requires that the Girl Scouts enter into a separate agreement or receive a permit each year prior to selling concessions during Montrose Days. The separate agreement/permit should require the Girl Scouts, or any other group selling concessions out of the concessions building, to indemnify and hold the city harmless and to provide proof of insurance, at minimum. We can assist drafting the agreement/permit if the city does not already have something in place that is used when outside groups rent/use city facilities.
- 5) The agreement now requires that the Girl Scouts enter into a separate agreement with the city if they want to store equipment in the concessions building. Similar to the permit/agreement to sell, a template agreement can be used for the Girl Scouts and any other organization the city allows to use the concessions building for storage. This agreement would include provisions that protect the city against legal claims should something happen to the organization's/s' stuff while in the concessions building.

With these changes, the city will have greater flexibility in determining how it wants to use the concessions building, while promising the Girl Scouts priority in using the building for concessions sales during Montrose Days, unless they choose not to or are unable to do so. By requiring three separate agreements (the attached agreement, the concessions sales permit, and the storage agreement) the city will have more flexibility in using the building, be better protected from claims that could arise out of the use of the building, and allow other organizations to use the space (while also requiring everyone using or renting the space to enter into the same agreement(s) with the city).

One item the Girl Scouts will need to confirm is whether the Montrose Chapter of the Girl Scouts is the correct entity name (I saw reference to a chapter name that included other cities) and whether that entity has the ability to enter into an agreement, or whether we need to work with the Girl Scouts of Minnesota and Wisconsin River Valleys, the parent nonprofit. The Girl Scouts will also need to insert contact information in the Section 7 – Notice.

Finally, I took photos from the city's website and google maps to identify the concessions building, but these can be replaced with other photos or depictions that city has on hand too, but is not necessary (unless, of course, I have identified the wrong structure).

The requirements in the Agreement can be amended based on what the city wants to do, but what is listed above and is provided in the attached draft agreement is a starting point.

If you have any questions on the attached or if you want to further discuss moving forward with the other two agreements, please let me know.

Best,

Joe



Joseph L. Sathe | Kennedy & Graven, Chartered
150 South Fifth Street | Suite 700
Minneapolis, MN 55402-1299
Direct: 612.337.9255 | Fax: 612.337.9310
jsathe@kennedy-graven.com | www.kennedy-graven.com

LIONS PARK CONCESSION BUILDING AGREEMENT

THIS AGREEMENT (the “Agreement”), effective as of this ___th day of _____, 2023, is between the city of Montrose, a Minnesota municipal corporation (the “City”), and the Montrose Chapter of the Girl Scouts, a chapter of Girl Scouts of Minnesota and Wisconsin River Valleys, Inc., a Minnesota nonprofit corporation (the “MCGS”). The City and the MCGS shall each be referred to herein as a “Party” and shall be collectively referred to as the “Parties.”

WHEREAS, the City owns and operates Lions Park (the “Park”) and within the Park is a concessions building , which is depicted in Exhibit A of this Agreement (the “Concessions Building”); and

WHEREAS, according to a document titled Concession Building Agreement, a photograph of which is attached to this Agreement as Exhibit B, in 1999 MGCS either constructed or assisted in constructing the Concessions Building and agreed to donate the Concessions Building to the City in exchange for the City’s commitment to allow MGCS to use the Concessions Building to sell concessions during Montrose Days and for storage of MGCS items the remainder of the year; and

WHEREAS, the City has approached MCGS and proposed that the Concession Building Agreement be terminated and replaced with this Agreement to allow the City to optimize use of the Concession Building while still agreeing to recognize the contributions of MCGS in constructing the Concession Building; and

WHEREAS, the City and MCGS desire to enter into this Agreement to provide direction on the use of the Concession Building moving forward under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, in consideration of the representations, covenants and agreements set forth herein, represent, covenant and agree as follows:

AGREEMENT

1. **Previous Agreement(s) Terminated**. The City and MGCS hereby agree that any previous agreements or understandings, whether verbal or written, are terminated with the execution of this Agreement.

2. **Effective Date**. This Agreement is effective and binding starting the day that both Parties have executed this agreement. This Agreement will be effective until terminated in a manner described in Section 5 – Termination.

3. **Concession Building Use**. The City will have ownership and control over the Concession Building. The following terms describe when MGCS may use the Concessions Building:

- a. **Sales During Montrose Days – Priority**. The City shall provide MGCS with the first opportunity to use the Concessions Building to sell concessions during Montrose Days. MCGS must provide a schedule of times it intends to sell concessions from the Concession Building during Montrose Days at least two weeks before Montrose Days is scheduled to begin each year. If MGCS chooses not to or is unable to, for any reason, use the Concessions Building for all or part of Montrose Days to sell concessions, then the City

may allow other organizations to use the Concessions Building to sell concessions during Montrose Days.

If MGCS does not use the Concessions Building at all to sell concessions during Montrose Days in any year, then the City may choose to terminate this Agreement by providing written notice to MGCS.

- b. Sales During Montrose Days – Permit. Prior to MGCS using the Concessions Building to sell concessions, MCGS must enter into a separate agreement with the City or be issued a City permit, whichever may be applicable under then current City policy.
- c. Storage. MGCS may store equipment and other property in the Concessions Building by executing a separate agreement with the City.
- d. Use Not Exclusive. MGCS will not have exclusive use of the Concession Building and acknowledges and understands that the City may use the Concessions Building in any manner it desires, including, but not limited to, allowing other organizations to use the Concessions Building to sell concessions or store equipment or other property in the Concessions Building.

4. **End of Concessions Building Life**. The City, in its sole discretion, may deem it necessary or prudent, for any reason, to tear down the Concessions Building or otherwise dispose of or repurpose the Concessions Building. When this occurs, this Agreement will automatically terminate, and the City is under no obligation to find or provide another space for MGCS to sell concessions on City property.

5. **Termination**. This Agreement may be terminated in the following four ways:

- a. Mutual Agreement. The Parties may terminate this Agreement by written mutual agreement that is signed by both Parties.
- b. MCGS Notice. MCGS may terminate this Agreement immediately, for any reason, by providing the City with written notice.
- c. MCGS Stops Use. As described in Section 3 (a), if MCGS does not use the Concessions Building to sell concessions during Montrose Days in any year, then the City can terminate this Agreement by providing written notice to MCGS.
- d. End of Concessions Building Life. As described in Section 4, this Agreement will automatically terminate if the City deems it necessary to tear down the Concessions Building or otherwise dispose of or repurpose the Concessions Building.

6. **No Property Interest**. This Agreement is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any ongoing property interest for MCGS in the Concessions Building.

7. **Notices**. Any notices described in this Agreement will be considered delivered when emailed, personally delivered, or upon deposit in the United States mail and addressed to:

If to the City: City of Montrose
 311 Buffalo Avenue South
 Montrose, MN 55363
 Attn: City Administrator
 Email: jbonniwell@montrose-mn.com

If to the MCGS: Montrose Chapter of the Girl Scouts
 [Insert Contact Address]
 Attn: [insert contact person]
 Email: bmlmserviceunit@gmail.com

Parties should update the contact information in this Section when it is no longer accurate by sending notice to the other Party of the change.

8. **Non-Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

9. **Relationship of the Parties.** Nothing in this Agreement shall constitute or cause the Parties to have created a partnership, joint venture or agency relationship.

10. **Modifications.** Any modification of this Agreement or additional obligation agreed to by either Party in connection with this Agreement shall be binding only if made in writing and signed by each Party.

11. **Governing Law.** This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.

12. **Severability.** If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the rest of the Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

13. **Waiver.** No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties regarding the Concessions Building. Any prior understanding or representation regarding the Concessions Building, including as noted in Section 1, which precedes the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date and year first written above.

CITY OF MONTROSE

By: _____
Kirby Moynagh
Its: Mayor

By: _____
Michael Sommerfeld
Its: City Clerk

Montrose Chapter of the Girl Scouts

By: _____
Its: _____

EXHIBIT A – CONCESSIONS BUILDING

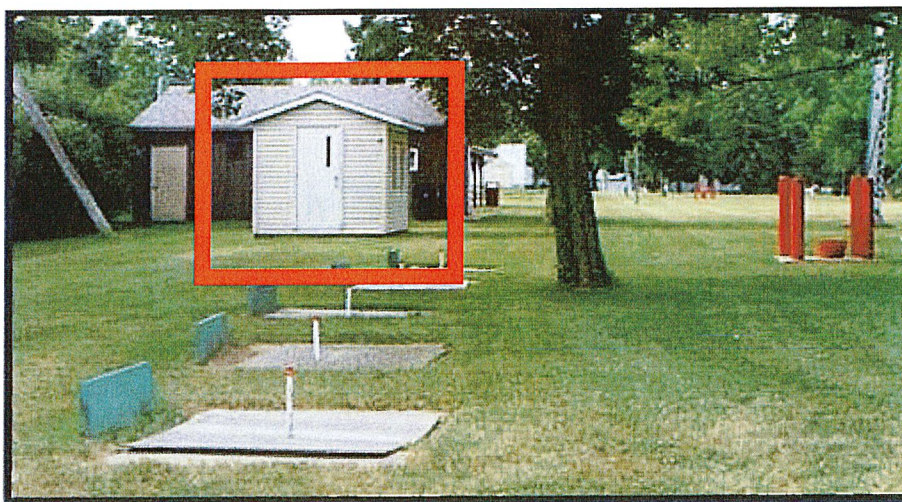


Exhibit B – Concession Building Agreement

CONCESSION BUILDING AGREEMENT

This Agreement made and entered into by and between the Montrose Chapter of the Girl Scouts. (Girl Scouts) and the City of Montrose (City), a municipal subdivision of the County of Wright, State of Minnesota.

WHEREAS, in 1999 the Montrose Girl Scouts agreed to assist in the building of a concession building located in Lions Park.

WHEREAS, the Girls Scouts then donated the building to the City.

WHEREAS, in return for the building the City agreed to allow the Girl Scouts to use it for storage and to sell concessions during Montrose Days.

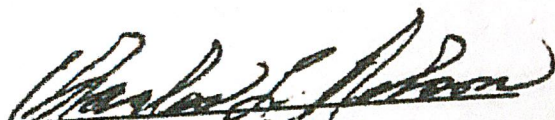
WHEREAS, the agreement between the City and the Girl Scouts was never memorialized in writing.

WHEREAS, to ensure the agreement between the Girl Scouts and the City remains as was initially agreed, it is the intent of the parties to put the agreement in writing.

Now therefore it is mutually agreed:

1. The Girl Scouts will continue to use the concession building indefinitely to store items related to its functions.
2. Should the City deem it is necessary to tear down the building or sell the property, the City agrees to use its best efforts to find another similar space on City property to allow the Girl Scouts to use for storage. The Girl Scouts, however, are not guaranteed such space.

City of Montrose


Charles Nelson, Mayor