



**CITY COUNCIL AGENDA
CITY COUNCIL WORKSHOP
July 31, 2023 5:00 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 Service Discussion
 - b. Wright County Annual Contract Discussion
4. **ADJOURNMENT**



WRIGHT COUNTY SHERIFF'S OFFICE



CITY CONTRACTS FOR 2024

SHERIFF SEAN DERINGER
COMMISSIONER DAREK VETSCH

History of Contract Policing in Wright

County

- The Wright County Sheriff's Office began providing contract law enforcement services in 1970 for the city of Cokato.

- Delano, Monticello and Waverly soon followed by the end of 1973.

- Since that time, Albertville, Clearwater, Hanover, Maple Lake, Montrose, Otsego, Rockford, St. Michael and South

Haven have joined the others.

- Annandale, Buffalo and Howard Lake currently maintain their own Police Depts.

*** With our current proximity to the metro and our steady and sometimes rapid growth rate, this has only been possible by our continued collaborative relationships.

- The Wright County Sheriff's Office has prided itself by providing **high quality, cost effective** law enforcement services to our contract cities for over 50 years.

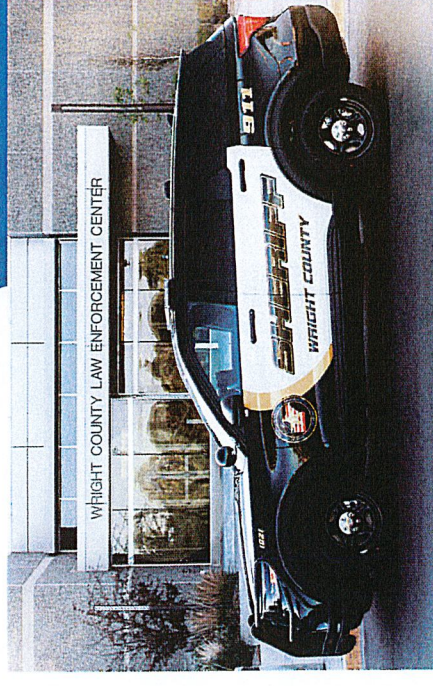
Wright County Sheriff's Office

- 3rd largest Sheriff's Office in the state of Minnesota
- Largest Sheriff's Office Patrol Division in the state (109 deputies)
- Made up of 10 Divisions (Administration, Bailiff, Communications, Community

Services, Corrections, CID, Patrol, Recreational Services, SIU and Warrants/Civil

Process/Transports)

- 270+ employees
- Budget of approx. 46 million
- Currently provide 95,368 hours of contracted coverage for our cities



What is included with Contracted Services?

Shared resources:

Divisions:

- Administration
- Bailiff
- Communications
- Community Services
- Corrections
- CID
- Patrol
- Recreational Services
- SIU
- Civil / Warrants / Transports



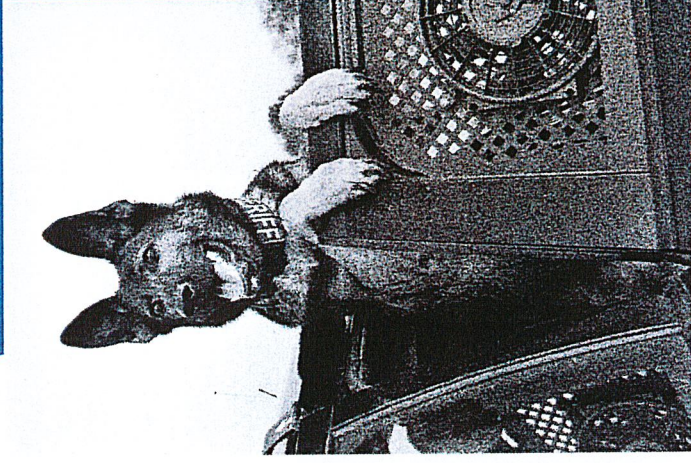
Specialty Units:

- MCIU
- Forensic Crime Lab
- Computer Forensics
- K-9 x 3
- ERT (SWAT)
- School Resource Officers
- Honor Guard

Volunteer Units:

- Youth Explorer Post
- Jail Programs
- Sheriff's Reserves
 - Over 6,000 volunteer hours each year

Wright County Attorney's Office



Current State of Law Enforcement

- There are currently 1200 to 1500 open positions across MN
- There is approx. 700 less POST licensed officers than 4 years ago
- In 2022 there were only 540 people that passed the POST Exam
- PERA estimates that another 1500 licensed officers will retire in the next 5 years
- As of a month ago, over 130 Law Enforcement Agencies were hiring
- The market has become extremely competitive over the last 12 months
- * In March we were at a job fair at Alexandria Tech
 - Over 70 LE Agencies were there to recruit (at the time we had 16 openings)
 - There were only 60 graduates
 - 1/3 of them already had pending job offers

Why are we here today?

- Late 2022 into early 2023 we lost approx. 12 deputies to other agencies
- Average pay increase for those leaving was well over \$10/hour
- By early March we were 16 deputies short of authorized strength and did not have an application in 3 weeks.
- Over the past 6 months, we have operated with an average of 16.85 deputies short

April 4th closed session between Sheriff and County Board

Factors considered for setting City Contract Rate:

Wage increases and Stipends

- Raised minimum pay to \$39 per hour for deputies to meet market increases
 - Carver County in 2022 moved starting wage to \$40+ per hour
 - Q1 of 2023 Sherburne County raised wages to \$38.50 and implemented retention stipend
 - Other City minimum pay: Minnetonka \$40.72, White Bear Lake \$36.27, Oakdale \$37.33, Roseville \$37.50,
- Implementing retention stipends to deputies to compensate officers near or above \$39/hr
- Financial impact of wage increases is \$1.66 million in 2023 and \$2.08 million in 2024
- One-time financial impact of stipends will be \$1,565,686

Benefits

- Health Insurance – has increase by 8% and 9% in 2022 and 2023 respectively.
 - Expecting a similar increase in 2024

Other Factors considered for setting City Contract Rate:

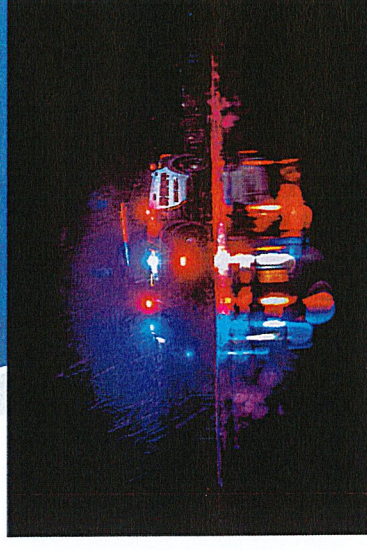
- **Squad Cars, fuel, vehicle maintenance and repairs**
 - Squads (2019 squad was \$27,000 and today the same squad is \$40,653)
 - Fuel prices
 - Squad car equipment and supplies are all up over 40%

Technology Upgrades

- Telephones
- Data Cards
- Computer hardware and software
- 800 MHZ radios and other equipment
- Data / Records Management System (RMS)

Legislative/Mandated Expenses

- Increased training requirements for licensed officers
- Mandated insurance expense for PTSD claims
- Insurance premiums (MCIT)



What is the Impact to City Contracts?

2024 Contract Rate for City Contracts (2023 current rate \$86.75)

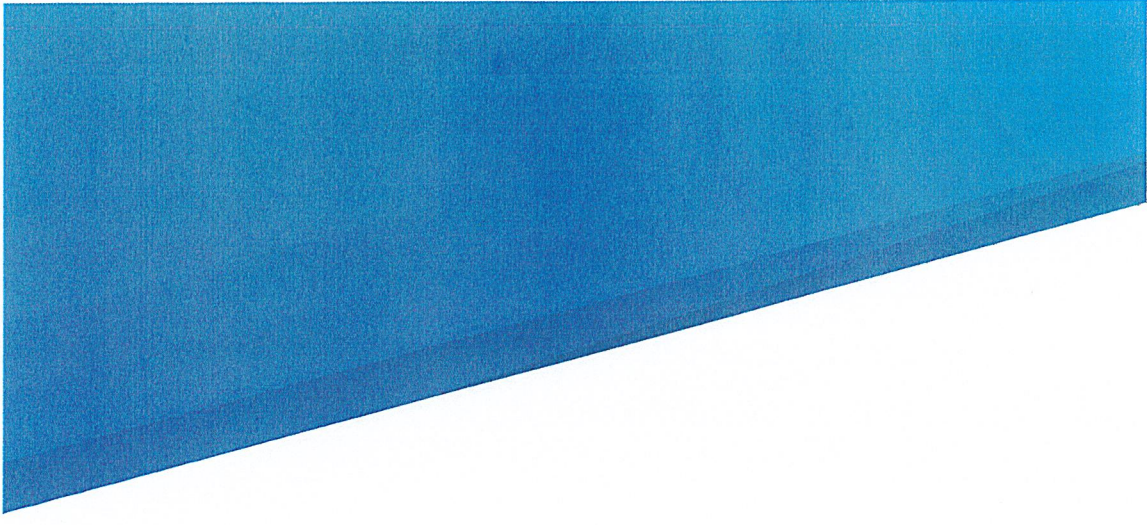
- 2024 rate will be **\$105.00** (21% increase)
- 2023 Special Assessment
 - Why? – To cover costs retention stipends and to pay the costs of pay increases for the remainder of 2023.

\$548,700 of special assessments allocated to Cities will be divided based on number of contracted hours.

- A breakdown for each city will be in the packet that you received today
- Invoices will be sent to each city
- Assessment will be split into 2 payments
 - 1st payment due January 1st 2024
 - 2nd payment due July 1st 2024

Future Goals, Improvements, and Challenges

- New RMS System
- Body Cams
- Cadet Program
- Marijuana Legalization
- Mental Health
- Growth



Estimated Public Safety Aid for Cities:

Albertville (population 7,998) \$ 349,985

Clearwater (population 2,088) \$ 91,369

Cokato (population 2,819) \$ 123,357

Delano (population 6,654) \$ 291,173

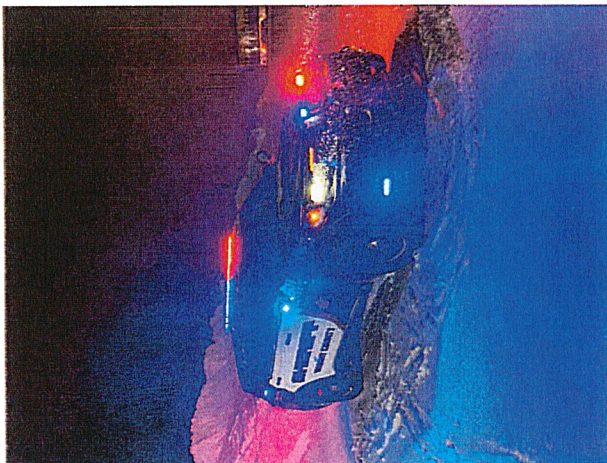
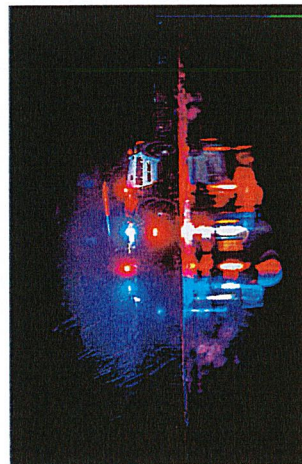
Hanover (population 3,610) \$ 157,970

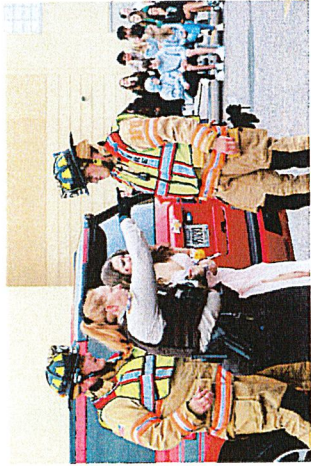
Maple Lake (population 2,182) \$ 95,482

Monticello (population 14,619) \$ 639,714

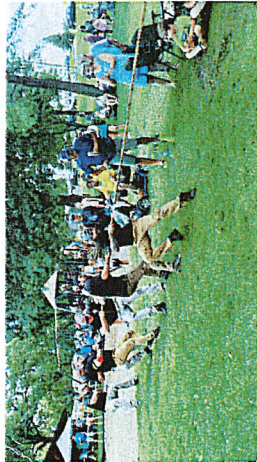
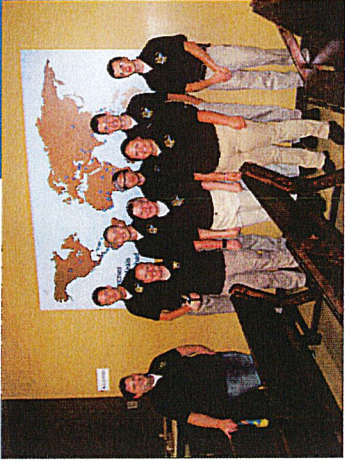
Estimated Public Safety Aid for Cities (continued):

Montrose (population 3,837)	\$ 167,904
Otsego (population 21,289)	\$ 931,588
Rockford (population 4,601)	\$ 201,336
St Michael (population 19,029)	\$ 832,692
South Haven (population 185)	\$ 8,095
Waverly (population 1,999)	\$ 87,474

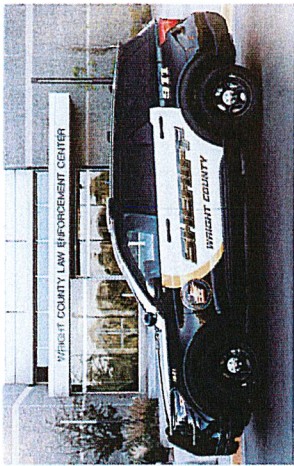
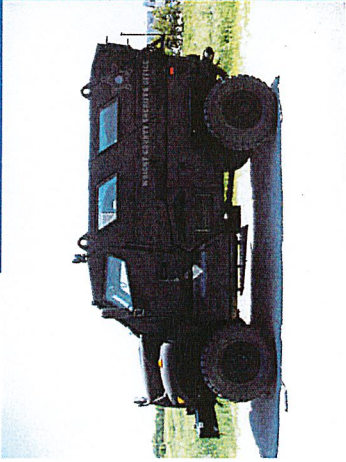












LAW ENFORCEMENT CONTRACT

THIS AGREEMENT made and entered on this _____ day of _____, 2023, by and between the COUNTY OF WRIGHT and the WRIGHT COUNTY SHERIFF, hereinafter referred to as "County" and the **City of Montrose** hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the COUNTY has a statutory obligation to provide police services within Wright County; and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to continue to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement services within the political boundaries of the MUNICIPALITY through the Wright County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes § 471.59 and Minnesota Statutes § 436.05;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. That the County by way of the Sheriff agrees to provide law enforcement services within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the Wright County Sheriff pursuant to Minnesota Laws and Statutes.
 - b. Services purchased pursuant to this contract shall include enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority (i.e., the State Electrical Code, the Uniform Building Code) shall be excluded from this agreement. Ordinances pertaining exclusively to purely local city management matters (i.e., sewer and water collection) shall be excluded from this agreement. The Municipality shall be responsible for enforcement of the Municipal Zoning Code except that the Sheriff will enforce, only through the issuance of a citation, the nuisance ordinances conforming to State law; (i.e., junk cars and refuse) and traffic ordinances; (i.e., parking and erratic driving.)
2. The manner and standards of performance, the discipline of peace officers and employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination

thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. The COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents, and employees so as to facilitate the performance of this agreement. In order to facilitate a local presence of Sheriff's Deputies, the MUNICIPALITY shall, if requested by the COUNTY, provide a secure office for the Sheriff's Office Employees by having adequate space for two desks with chairs, limited public visibility, a local telephone line and an adequate internet connection with support as requested by the COUNTY. The MUNICIPALITY agrees to allow the COUNTY to install equipment or hardware necessary for the implementation and usage of squad or body worn cameras. The MUNICIPALITY shall allow a sign indicating the location of its Sheriff's substation with appropriate telephone numbers to be displayed on the exterior of the building.
4. That the COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain the level of service to be rendered herein.
5. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.

6. TERM

- a. The COUNTY shall commence the provision of Law Enforcement Services on January 1, 2024, and this Agreement shall remain in effect for a period of one (1) year, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.
- b. This Agreement shall automatically renew for a period of one (1) year following the expiration of the initial one (1) year term and/or any renewal term.
- c. Any Party may terminate this Agreement during or prior to the renewal term by providing notice by September 1st of each year. Notice of termination that is timely delivered shall be effective at the end of the initial or renewal term on December 31st. The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

7. CONTRACTED HOURS AND COMPENSATION.

- a. The minimum number of annual hours of service to be invoiced for licensed peace officers pursuant to this contract are 3,660 hours. The annual hours of service shall provide for 24-hour call and general service. The number of hours each month may vary due to special events, seasonal adjustments and the availability of the County's employees. The COUNTY shall notify the MUNICIPALITY in writing eighteen months prior any change in the minimum number of hours for any subsequent renewal term. In determining the minimum number of hours, the County Sheriff may consider the following factors of population, traffic, commercial districts, calls for service or input from the MUNICIPALITY.
- b. The Municipality agrees to pay to the County the sum of \$105.00 per hour for law enforcement services during the calendar year 2024. The hourly rate for the Law Enforcement Services in future years will be established by the COUNTY. Any increase

in the hourly rate must be provided to the MUNICIPALITY no later than August 15 of each year.

- c. The MUNICIPALITY agrees to pay to the COUNTY a lump sum of law enforcement assessment of **\$21,115.38** for law enforcement services and retention during the 2024 calendar year. The lump sum law enforcement assessment shall be payable in two payments on **January 1, 2024** and **July 1, 2024**. Upon the request of the County Sheriff, the parties agree to renegotiate in good faith any further lump sum law enforcement assessments in the event economic conditions for law enforcement hinder the effective hiring and retention of Deputy Sheriff employees.
 - d. The COUNTY shall bill the MUNICIPALITY on a monthly basis for the provision of Law Enforcement Services under this Agreement. The MUNICIPALITY shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes § 471.425, as amended.
8. The County shall provide for all costs and prosecution efforts with the respect to violations of Minnesota State Statutes charged by the Sheriff in the performance of this agreement. County prosecution services do not include building code, electrical code, or any municipal ordinance violations. All fines arising from such prosecutions shall accrue to the COUNTY. Violations of building codes, electrical codes, and municipal ordinances excluded from enforcement by this agreement shall be prosecuted by the MUNICIPALITY at its expense. All fines arising from the city directed prosecutions shall accrue to the MUNICIPALITY unless otherwise provided by law.
9. Pursuant to law, the Wright County Finance Director shall remit to the MUNICIPALITY its share of all fines collected. The Municipality shall return to the County within 30 days all fine money attributable to prosecutions initiated by the Sheriff in accord with Paragraph 8 of this contract. The MUNICIPALITY shall keep and retain any fine money submitted by the Wright County Finance Director attributable to prosecutions initiated by the MUNICIPALITY.

10. LIABILITY

- A. During the initial and any renewal terms of this Agreement the COUNTY shall maintain general, automotive, and workers compensation coverage through the Minnesota Counties Intergovernmental Trust at the coverage limits provided.
- B. The MUNICIPALITY shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any of the COUNTY'S employees providing Law Enforcement Services to the MUNICIPALITY under this Agreement and the COUNTY hereby assumes said liabilities.
- C. The MUNICIPALITY shall not be liable for compensation or indemnity to any of the COUNTY'S employees for injury or sickness arising out of their employment with the COUNTY and/or provision of the Law Enforcement Services to the MUNICIPALITY, and the COUNTY agrees to defend, indemnify and hold the MUNICIPALITY harmless against any such claims.
- D. To the fullest extent permitted by law, the COUNTY agrees to defend, indemnify and hold harmless the MUNICIPALITY, and its employees, officials and agents from and

against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the COUNTY'S performance or failure to perform its obligations under this Agreement, except as set forth below. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

- E. To the fullest extent permitted by law, the MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the MUNICIPALITY'S negligence or the MUNICIPALITY'S performance or failure to perform its obligations under this Agreement. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.
- F. The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the MUNICIPALITY'S ordinances and building code enforcement.
- G. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith. It is further understood that Minnesota Statutes, section 471.59, subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 3.736 or section 466.04.

11. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The COUNTY may not assign this Agreement to any other person unless written consent is obtained from the MUNICIPALITY.
- C. Amendments. Except as to the provisions for contracted hours and compensation under paragraph 7, any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the COUNTY shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Wright County, Minnesota.

F. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

G. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to County: Wright County Sheriff
 Wright County Law Enforcement Center
 3800 Braddock Avenue N.E.
 Buffalo, MN 55313

and

Wright County Administrator
 Wright County Government Center
 3650 Braddock Avenue N.E.
 Buffalo, MN 55313

Notice to City: City Clerk/Treasurer
 City of Montrose
 PO Box 25
 Montrose, MN 55363

H. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

I. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, The MUNICIPALITY, by resolution duly adopted by its governing body, caused this agreement to be signed by its Mayor and attested by its Clerk; and the County of Wright, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman, County Administrator, and by the Wright County Sheriff, effective on the day and year first above written.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

Dated: _____

COUNTY OF WRIGHT, MINNESOTA

By: _____
Its Board Chair

By: _____
Its County Administrator

and

By: _____
Its County Sheriff

IN WITNESS WHEREOF, the MUNICIPALITY has caused this Agreement to be signed by its Mayor and City Clerk.

Dated: _____

CITY OF MONTROSE, MINNESOTA

By: _____
Its Mayor

and

By: _____
Its City Clerk