



CITY COUNCIL AGENDA REGULAR MEETING

**Monday, March 11, 2024
7:00 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 Community Center
200 Center Avenue South
Montrose, Minnesota 55363

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Cathy Jones – House of Grace

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF CONSENT AGENDA

A. Minutes

1. February 12, 2024 City Council Meeting Minutes – prepared by J. Bonniwell
2. February 26, 2024 City Council Special Meeting Minutes – prepared by J. Bonniwell

B. Accounts Payable

1. Accounts Payable Summary – Prepared by J. Bonniwell
2. February 23, 2024 Accounts Payable Report – Prepared by J. Heinz
3. February 23, 2024 EDA Accounts Payable Report - Prepared by J. Heinz
4. March 11, 2024 Accounts Payable Report – Prepared by J. Heinz
5. March 11, 2024 EDA Accounts Payable Report – Prepared by J. Heinz

C. Monthly Utility Adjustments for February, 2024

7. **WRIGHT COUNTY UPDATE**

- A. Wright County Commissioner Mike Kaczmarek

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

- A. February, 2024 Monthly Report and Hours Report

9. **PUBLIC HEARING**

- A. Public Hearing to Consider the Modification of Municipal Development District No. 4, the Adoption of the Modified Development Program Relating thereto, the Establishment of Tax Increment Financing District No. 4-2 therein, and the Adoption of a Tax Increment Financing Plan Relating thereto

1. TIF Plan – Draft
2. TIF Agreement with Developer
3. Resolution 2024-06 – *A Resolution Approving the Modification of Municipal Development District No. 4, the Approval of the Modified Development Program Related thereto, the Establishment of Tax Increment Financing District No. 4-2 therein, and the Adoption of the Tax Increment Financing Plan Relating thereto*

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

A. City Council

1. Monthly Activity Report

B. Montrose Fire Department

1. February, 2024 Activity Report

C. Planning and Zoning

1. February 14, 2024, 2024 Planning and Zoning Meeting Minutes
2. SJB Masonry Conditional Use Permit and Replat/Final Plat
 1. Planner and Engineer Reports
 2. Planning and Zoning Recommendation – Public Hearing Held February 14, 2024
 3. Conditional Use Permit Performance Agreement – Draft
 4. Resolution 2024-07 – A Resolution of the City Council of the City of Montrose Approving a Final Plat and Conditional Use Permit for Outdoor Storage and Surfacing Alternatives in the Outdoor Storage Area in the Montrose Business Park, Outlots B and D

D. Parks and Recreation

1. February 6, 2024 Park and Recreation Meeting Minutes

E. City Engineer

1. Updates

F. Public Works

1. Updates and Questions

11. OLD BUSINESS

- A. Preserve Second Amendment to the Purchase Agreement – Date Extension

12. NEW BUSINESS

- A. Quick Signs of Willmar Quote for Digital Sign – To be Paid for with ARPA Funds
- B. Six J's Construction Quote for Floor Replacement at Montrose Community Center – To be Paid for with ARPA Funds
- C. Parking Lot and Sidewalk Repair Quotes for Montrose Community Center – To be Paid for with ARPA Funds – Jordan Concrete Construction (Concrete Repairs) and Mid-Minnesota Hot Mix (Parking Lot Repairs)
- D. Clean-up Day Discussion
- E. ABDO Financial Services Assistance – Contract Renewal
- F. Discussion Regarding Wright County Joint Powers Agreement Draft for Cannabis Enforcement and Regulation

13. OPEN FORUM

14. UPCOMING MEETINGS

- A. Planning and Zoning Meeting – Wednesday, March 13, 2024 at 7:00 p.m. at the Montrose Community Center – CANCELLED
- B. Economic Development Authority Meeting – Tuesday, March 19, 2024 at 12:00 p.m. in the Montrose City Hall Conference Room
- C. Park and Recreation Meeting – Tuesday, April 2, 2024 at 6:00 p.m. in the Montrose City Hall Conference Room
- D. Regular City Council Meeting – Monday, April 8, 2024 at 7:00 p.m. at the Montrose Community Center
- E. City Council Workshop – Monday, April 29, 2024 at 4:00 p.m. in the Montrose City Hall Conference Room

15. ACKNOWLEDGEMENTS / RECOGNITION / ANNOUNCEMENTS

16. ADJOURNMENT

City of Montrose
 Regular City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, February 12, 2024
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, February 12, 2024 at 7:00 p.m.

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

2. ROLL CALL

Present: Mayor Robert W. Moynagh, III
 Council Member Sam Solarz
 Council Member David Paradeise
 Council Member Michelle Otto

Absent: Council Member Toby Nelson

Staff Present: Ms. Jessica Bonniwell, City Administrator
 Mr. Dan Remer, Public Works Director
 Ms. Jackie Heinz, City Clerk/Treasurer
 Ms. Cristy Gerard, Deputy Treasurer
 Mr. Jared Voge, City Engineer

3. INVOCATION

Pastor Cathy Jones from House of Grace gave the Invocation

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was taken.

5. APPROVAL OF THE AGENDA

A. Approval of the Agenda

Council Member Otto motioned to approve the agenda as presented. Council Member Solarz seconded the motion. Motion carried 4-0.

6. APPROVAL OF THE CONSENT AGENDA

A. Minutes

1. Accepted the minutes of the January 8, 2024 Regular City Council Meeting
2. Accepted the minutes of the January 29, 2024 Special City Council Workshop

B. Accounts Payable

1. Approved the Accounts Payable Summary Report
2. Approved the December 31, 2023 Accounts Payable Report
3. Approved the December 31, 2024 EDA Accounts Payable Report
4. Approved the January 16, 2024 Accounts Payable Report
5. Approved the January 29, 2024 Accounts Payable Report
6. Approved the February 12, 2024 Accounts Payable Report

C. Approved Monthly Utility Adjustments for January, 2024

D. Approved Closing City Hall from 3:30 p.m. – 4:30 p.m. on Tuesday, February 20, 2024 for Staff Election Training

Council Member Otto motioned to approve the February 12, 2024 Consent Agenda as presented. Council Member Paradeise seconded the motion. Motion carried 4-0.

7. WRIGHT COUNTY SHERIFF'S OFFICE

A. January, 2024 Monthly Report presented in packet.

Deputy Brown introduced himself to Council and staff as one of the new deputies assigned to the area and gave a brief summary of the monthly report that was included in the packet.

8. 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. January, 2024 Activity Report

Fire Chief Triplett summarized his monthly activity report and noted that so far in 2024, their call volume is down slightly from the previous year.

2. Authorization to Submit Application for FY 2023 Assistance to Firefighters Grant – Covers the cost of new SCBA units plus purchase of additional units if awarded – 10% Matching Cost; \$20,000 cost (max).

Fire Chief Triplett stated that he would like authorization to submit the FY 2023 Assistance to Firefighters Grant and stated that they have applied in the past and not been awarded, but would like to try again. Along with this, Fire Chief Triplett stated, the next item on the agenda is to ask for approval to use a grant writer they have used in the past and has typically cost around \$600.00. Fire Chief Triplett stated that this would be a matching grant with a cost associated with it, but with the money the SCBA units would cost pennies on the dollar for the city. Fire Chief Triplett stated that if the money is awarded, they would pay off the debt that was issued for the SCBA units to be purchased before awarding of the grant was complete.

Mayor Moynagh motioned to approve submitting the FY 2023 Assistance to Firefighters Grant. Council member Solarz seconded the motion. Motion carried 4-0.

3. Authorization for Grant Writer Service for the 2023/2024 Assistance to Firefighters Grant

Fire Chief Triplett stated that he would again like to use the assistance of a grant writer to help with the Assistance to Firefighters Grant, which is around \$600.00. Fire Chief Triplett stated that if they were awarded the grant, the grant writer would also help with subsequent required paperwork.

Mayor Moynagh motioned to approve a Grant Writer Service for the 2023/2024 Assistance to Firefighters Grant. Council Member Otto seconded the motion. Motion carried 4-0.

4. Authorization for Service and New Fleet Mapping to all Mobile, Portable, and Base Radio Units – Work to be Completed by ANCOM

Fire Chief Triplett stated that the department needs a software upgrade for their communications and fleet mapping. Fire Chief Triplett stated that they have always used ANCOM for this and is looking for approval to complete the update.

Mayor Moynagh motioned to authorize Service and New Fleet Mapping to all Mobile, Portable and Base Radio Units to be Completed by ANCOM. Council Member Otto seconded the motion. Motion carried 4-0.

5. Recognize 2023 Firefighter of the Year and 2023 Top Responders

Fire Chief Triplett acknowledged the 2023 Firefighter of the year, Mr. Allen Mortensen. Fire Chief Triplett acknowledged the 2023 Top Responders: Mr. Michael Marketon, Mr. David Paradise, Mr. Kelly Stoll, and Mr. Joseph Von Thoma.

C. Economic Development Authority

1. January 16, 2024 Economic Development Authority Meeting Minutes

Council Member Paradise summarized the meeting minutes from the January 16, 2024 EDA meeting which included removing member Matt Smith and appointing new member Gabby Stroad. Council Member Paradise stated that the EDA also have approved the draft TIF plan to keep moving forward in the process to approve the TIF District. Council Member Paradise stated that this would be coming to the City Council in March for a Public Hearing.

2. Approve Recommendation to Remove Matt Smith from Economic Development Authority

Council Member Paradise stated that Mr. Smith no longer works for Carpentry Contractors and will no longer be on the Economic Development Authority. Council Member Paradise stated that the EDA has recommended his removal from the EDA.

Council Member Otto motioned to remove Mr. Matt Smith from the Economic Development Authority. Council Member Solarz seconded the motion. Motion carried 4-0.

3. Approve Recommendation for New Member: Gabby Stroad

Council Member Paradise stated that Ms. Stroad has attended a few meetings and has business experience with childcare and the training and business side of childcare. Council Member Paradise stated that Ms. Stroad is very interested in becoming a member of EDA and getting

involved with the community.

Council Member Otto motioned to approve New Member Gabby Stroad for the Economic Development Authority. Mayor Moynagh seconded the motion. Motion carried 4-0.

D. Planning and Zoning

1. January 10, 2024 Planning and Zoning Commission Meeting Minutes

Ms. Bonniwell summarized the January 10, 2024 Planning and Zoning Commission Meeting Minutes.

2. Approve Officer Appointment Recommendations:

Chair – Charles Smallwood

Vice Chair – Roger Fraumann

Secretary – Sylvia Henry

Council Member Paradeise motioned to approve the 2024 Officer Appointments for Planning and Zoning as Follows: Chair – Charles Smallwood, Vice Chair – Roger Fraumann, and Secretary – Sylvia Henry. Council Member Solarz seconded the motion. Motion carried 4-0.

E. Parks and Recreation

1. January 9, 2024 Park and Recreation Meeting Minutes

Mr. Swanson summarized the January 9, 2024 Park and Recreation Meeting Minutes. Mr. Swanson stated that during that meeting, the commission made a decision to ask City Council for approval for funds to help complete the Park and Trail Plan which would include editing of the entire document for a final published product.

Council Member Paradeise motioned to approve the Park and Recreation Commission to obtain bids to have the Park and Trail Plan professionally edited and finished. Council Member Otto seconded the motion. Motion carried 4-0.

2. Approve Officer Appointment Recommendations:

Chair – Josh Swanson

Vice Chair – Eddie Kolasa

Secretary – Kayla McCluskey

Council Member Otto motioned to approve the 2024 Officer Appointments for Parks and Recreation as follows: Chair – Josh Swanson, Vice Chair – Eddie Kolasa, Secretary – Kayla McCluskey. Council Member Solarz seconded the motion. Motion carried 4-0.

3. Approve Recommendation for New Member: Valerie Parker

Council Member Otto motioned to approve New Member Valerie Parker for the Parks and Recreation Commission. Council Member Solarz seconded the motion. Motion carried 4-0.

4. Holiday Decorating Contest Awards

The Holiday Decorating Contest Awards were announced as follows: 1st Place – 221 Quail Drive,

2nd Place – 320 Center Ave S, 3rd Place – 135 Mindy Lane.

F. City Engineer

1. 2023 Street Improvement Project – Final Pay Application and Change Order No. 1

Mr. Voge stated that the Final Pay Application for the 2023 Street Improvement Project and Change Order No. 1 was included in the packet and that the change order was just to reconcile accounting since the project came in \$23,372.10 under the estimated amount.

Mayor Moynagh motioned to approve the 2023 Street Improvement Project Final Pay Application and Change Order No. 1 for \$27,021.77. Council Member Paradeise seconded the motion. Motion carried 4-0.

2. Updates

No Updates.

G. Public Works

1. Maintenance Worker I New Hire Approval

Mr. Remer stated that staff completed the review of applications and interview process and are recommending Mr. Jason Ramthun to be hired as the new Maintenance Worker I at the \$28.00 rate set by the Local 49 Union.

Mayor Moynagh motioned to approve the hiring of Mr. Jason Ramthun as the new Maintenance Worker I at \$28.00 per hour as set by the Local 49 Union. Council Member Solarz seconded the motion. Motion carried 4-0.

2. Magic Turf Quote for Carver Field Infield Reconstruction

Mr. Remer stated that a quote was included in the packet from Magic Turf that was obtained last year for infield restoration for Carver Field. Mr. Remer stated that the quote was for \$36,580.00 and includes complete restoration of the field. Mr. Remer stated he would like to see the fence project happening in conjunction with the field as \$140,000.00 was budgeted for and included in the Capital Improvement Plan for upgrades to Carver Field. Mr. Remer stated that he would like to have a cushion up to \$40,000.00 for the infield work in case something comes up in the course of the project. Council Member Otto asked if there was a timeline for the project and Mr. Remer stated that he was looking to get approval for the project and then will have both contractors meet with him together so they can come up with a timeline and plan to work together to complete the project. Mr. Remer stated that his goal is to stay under the total project budget of \$140,000.00.

Council Member Otto motioned to approve an amount up to \$40,000.00 for Magic Turf for Carver Field Infield Restoration. Mayor Moynagh seconded the motion. Motion carried 4-0.

3. Town and County Fence Quote for Carver Field Fence Replacement

Mr. Remer stated that the quote for the fence for Carver Field is from Town and Country Fence for a total of \$90,575.00. Mr. Remer stated that the fence project would be to replace the entire fence, including the backstop area. Mr. Remer stated that he would also like a cushion for this amount in case anything comes up in the course of the project and is requesting the remaining \$100,000.00 that was allocated for this project. Council Member Solarz asked if the price

includes removal of the existing fence and Mr. Remer stated that yes it would include removal. Mr. Remer stated that the smaller shed will have to be removed with this project since it will be in the way of the fence, but that any equipment could be moved into the concession stand building that will remain in place. Mayor Moynagh asked if Public Works will be the only ones dragging the field and Mr. Remer stated that Public Works will drag the field during the week but would not be willing to have employees come in on the weekends to drag the field if there is use over the weekend. Mayor Moynagh stated that he would like to see the community groups or other people using the field helping with maintaining it and dragging it when they are using it if they have a machine to pull the rake. Mr. Remer stated that Public Works would not be leaving a mower or anything to pull the rake and that groups would have to bring something if they want to drag the field during their use of it. Mr. Remer stated that this would be something to discuss with Park and Recreation and potentially set rules for those groups using the field so that they would have to help maintain the field after they use it.

Council Member Otto motioned to approve an amount up to \$100,000.00 for Town and Country Fence for a new fence for Carver Field. Mayor Moynagh seconded the motion. Motion carried 4-0.

4. 60" Snowblower Attachment Quote

Mr. Remer stated that although there has not been much snow yet this year, Public Works is in need of a new 60" Snowblower attachment for the utility tractor that is used on the sidewalks and areas that are too small for the bobcat. Mr. Remer stated that this is also part of the Capital Improvement Plan under the fleet items. Mr. Remer stated that he believes if the city had gotten snow like any other year, the one that is currently used would not have lasted, but thankfully the snow has been essentially non-existent so far this season. Mr. Remer stated that Public Works will keep the old one as a backup if they are able to still use it.

Council Member Otto motioned to approve the quote for \$12,900.00 for a 60" Snowblower attachment. Council Member Solarz seconded the motion. Motion carried 4-0.

5. Updates and Questions

Mr. Remer stated that he is ready to submit the Twins Grant that has been discussed at previous meetings but is waiting for the letter of support from Buffalo Community Education.

9. OLD BUSINESS

A. Compost Site Camera Image Update

Ms. Bonniwell stated that staff has tested the camera since this was discussed at the January 29, 2024 City Council Workshop and staff is able to see license plates and believes this will be sufficient to control dumping at the compost site this upcoming season. City Council came to a consensus that the city will use the cameras and not hire anyone for the compost site for 2024 unless issues arise.

10. NEW BUSINESS

A. Celebrate Montrose

Nobody was present from the Celebrate Montrose group.

B. ARPA Funds Update

Ms. Heinz stated that there was an ARPA fund balance summary included in the packet and the city has

so far spent \$165,929.23 on a few different projects including the generator and fence for the Fire Department, the HVAC system at the Community Center and Fire Department, the camera and door security project and the radar speed sign. Ms. Heinz stated there were still some potential projects listed on the update summary if Council still wants to move forward with projects such as a digital sign, computer replacements, and a generator at City Hall. Ms. Bonniwell stated that Phase II of the security project is still pending and we have not been billed for that and may be another \$10,000 - \$15,000. Ms. Heinz stated that the remaining balance for the ARPA funds is \$194,948.18, and potentially down to \$101,215.42 with the pending project estimates, if council still wants to use ARPA for those items. Ms. Bonniwell stated that her and Fire Chief Triplett have been discussing using ARPA funds to replace the flooring at the Community Center. Council Member Otto asked what types of things we can still use ARPA money for. Ms. Bonniwell stated that anything with police, fire or emergency management, but also anything that could have been considered revenue loss – such as not being able to rent out the Community Center during 2020. Fire Chief Triplett stated that there have been different pools of money and this is the third set of COVID money and the spending authority is fairly broad, but if anything can be related to public safety or emergency management it would be considered an authorized expense. Fire Chief Triplett stated that the Community Center is the backup Emergency Operations Center for Emergency Management and a digital sign would be used to provide emergency or other information to residents and those would both be considered authorized expenditures.

C. Leage of Minnesota Cities Insurance Trust (LMCIT) – Liability Coverage Waiver Form

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

Ms. Bonniwell stated that this is the annual waiver the city needs to approve to not waive the monetary limits on the municipal tort liability for the city's liability insurance.

Mayor Moynagh motioned to not waive the monetary limits on municipal tort liability as established by Minnesota State Statute § 466.04. Council Member Solarz seconded the motion. Motion carried 4-0.

11. OPEN FORUM

- A. No Open Forum Requests

12. UPCOMING MEETINGS

- A. Planning and Zoning Meeting – Wednesday, February 14, 2024 at 7:00 p.m. at the Montrose Community Center – with Public Hearing for Commercial Conditional Use Permit
- B. Economic Development Authority Meeting – Tuesday, February 20, 2024 at 12:00 p.m. in the Montrose City Hall Conference Room - CANCELLED
- C. Park and Recreation Meeting – RESCHEDULED to Tuesday, February 27, 2024 at 6:30 p.m. in the Montrose City Hall Conference Room – this will be considered their “March” meeting since their regular meeting date falls on Primary Election Day
- D. Regular City Council Meeting – Monday, March 11, 2024 at 7:00 p.m. at the Montrose Community Center

13. ACKNOWLEDGEMENTS / RECOGNITION / ANNOUNCEMENTS

Council Member Otto acknowledged Josh and Kayla from Park and Recreation for their work on the Park and Trail Plan and getting everything updated.

Mayor Moynagh acknowledged the Fire Department for their Prime Rib Dinner and serving over 400 people that night. Mayor Moynagh also acknowledged Allen Mortensen for being the Firefighter of the Year for 2023.

14. ADJOURNMENT

Council Member Solarz motioned to adjourn the Regular City Council Meeting at 7:54 p.m. Council Member Otto seconded the motion. Motion carried 4-0.

Kirby Moynagh
Mayor
City of Montrose

ATTEST:

Jessica Bonniwell
City Administrator
City of Montrose

City of Montrose
 Special City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, February 26, 2024
 5:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Special Session on Monday, February 26, 2024 at 5:00 p.m.

Mayor Moynagh called the meeting to order at 5:00 p.m.

2. ROLL CALL

Present: Mayor Robert W. Moynagh, III
 Council Member Sam Solarz
 Council Member David Paradeise
 Council Member Michelle Otto
 Council Member Toby Nelson

Staff Present: Ms. Jessica Bonniwell, City Administrator
 Ms. Jackie Heinz, City Clerk/Treasurer
 Mr. Dan Remer, Public Works Director
 Mr. Jared Voge, City Engineer

3. BUSINESS

A. Wastewater Regionalization

Ms. Bonniwell stated that staff and the two council members assigned to the Wastewater Committee have been meeting with the City of Waverly to determine the best option to increase capacity and upgrade the current wastewater facility. Ms. Bonniwell stated that the committee has asked the Annandale/Maple Lake/Howard Lake Commission if the two cities could join their commission, and the response has been favorable. Ms. Bonniwell asked Ms. Heinz to go over the buy-in amount to join the commission. Ms. Heinz stated that the commission used the current Equivalent Residential Units (ERUs) to calculate their net position and net position per user of \$4,229.67 and multiplied by the Montrose and Waverly current number of ERUs to come up with a buy-in amount based on users of \$9,631,253.83. Ms. Heinz stated that in order to have Montrose and Waverly join their facility and commission, they will have to increase their capacity in order to accommodate the extra waste brought into the facility. Ms. Heinz stated that, however, the AMHWC Commission was already in the process of an upgrade on their own and have already secured a \$7,000,000 grant to help pay for part of the project. Ms. Heinz stated that in addition to their grant, the hope is that Montrose and Waverly can also secure a grant for \$7,000,000 to help offset the total project cost to join the commission of \$16,631,253.83 (this total includes the Montrose/Waverly portion to pay for the AMHWC upgrade which a portion is allocated to each community in the commission). Ms. Heinz stated that if the grant for \$7,000,000 is secured, Montrose and Waverly would be responsible for an amount of \$9,631,253.83 between the cities, split equally as opposed to nearly \$40,000,000 to build a new facility between the two cities. Ms. Bonniwell stated that the total cost includes the cost for new

pipes to send the waste to the Howard Lake Lift Station, and that the only additional costs may be to decommission the existing plant at some point in the future. However, Ms. Bonniwell stated, the existing facility will still be used by Montrose and Waverly as holding ponds in order to be able to control the flow that is being sent to the AMHWC facility. Mayor Moynagh asked why this option was not looked into when the Montrose/Waverly Committee was looking into regionalization with Buffalo last summer. Mr. Voge stated that due to proximity and not being aware that the Howard Lake Lift Station would be able to take on the capacity from the two cities, Buffalo was reviewed for regionalization, but did not think that the Annandale/Maple Lake/Howard Lake facility would have been a more cost-effective solution. Council Members Paradeise and Solarz, who also serve on the Montrose/Waverly Committee, stated that regionalization with the AMHWC is the recommendation from the committee and that Waverly will be voting on this topic later this week.

Council Member Solarz motioned to approve moving forward with Regionalization with the Annandale/Maple Lake/Howard Lake Wastewater Commission. Council Member Paradeise seconded the motion. Motion carried 5-0.

B. Authorization to Hire Administrative Assistant

Ms. Bonniwell stated that staff has been busy scoring many applications and ultimately conducting seven interviews for the Administrative Assistant position. Ms. Bonniwell stated that one candidate stood out as a great fit for the city both with work experience and personality. Ms. Bonniwell stated that staff recommends hiring Amy Bureau as Administrative Assistant at the \$28 Local 49 Union Wage that has been previously set.

Mayor Moynagh motioned to approve hiring Amy Bureau for the Administrative Assistant position at \$28.00 per hour as set by the Local 49 Union. Council Member Solarz seconded the motion. Motion carried 5-0.

4. ADJOURNMENT

Council Member Solarz motioned to adjourn the Special City Council Meeting at 5:17 p.m. Council Member Otto Seconded the motion. Motion carried 5-0.

ATTEST:

Kirby Moynagh
Mayor
City of Montrose

Jessica Bonniwell
City Administrator
City of Montrose

Accounts Payable Summary
March 11, 2024 City Council Meeting

Claims:	\$200,591.15
Payroll:	\$35,435.81
Payroll Taxes:	\$14,005.00
Other Claims:	\$8,208.17
	<hr/>
Total Expenditures:	\$258,240.13

MOYNAGH

BONNIWELL

OTTO

NELSON

SOLARZ

PARADEISE

CITY OF MONTROSE

02/23/24 8:30 AM

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*Check Summary Register©

Batch: 2-23-2024 Claims

	Name	Check Date	Check Amt	
10100	General Checking			
36276	ABDO FINANCIAL SOLUTIONS	2/23/2024	\$1,068.75	Bank Reconciliation Discrepancies, Cash Varia
36277	ALEX AIR APPARATUS 2, LLC	2/23/2024	\$796.76	Annual Compressor Service & Air Quality Test
36278	Bremer, Phillip	2/23/2024	\$100.00	Overpayment on Account #00-00005063-01-9
36279	CINTAS	2/23/2024	\$218.78	Week of 2-14-2024 Uniforms
36280	Crane Engineering	2/23/2024	\$16,700.00	Replacement of Existing Lift Station Control Pa
36281	DELTA DENTAL PLAN OF MN	2/23/2024	\$401.71	W. Manson: March 2024 Dental
36282	ELAN FINANCIAL SERVICES	2/23/2024	\$1,625.30	J. Bonniwell: Adobe Acrobat Pro 1/7/2024 - 2/6
36283	GRITTMAN CONSULTING	2/23/2024	\$2,427.70	General Planning & Zoning: January 2024
36284	HEALTH PARTNERS	2/23/2024	\$4,310.21	J. Bonniwell: March 2024 Medical
36285	LGI HOMES, INC	2/23/2024	\$6,000.00	Landscape Escrow Release: Pmt #21-119 @ 1
36286	LINCOLN NATL LIFE INS CO	2/23/2024	\$173.21	Life Insurance - March 2024
36287	MADISON NATIONAL LIFE	2/23/2024	\$459.43	LTD & STD - March 2024
36288	MENARDS	2/23/2024	\$412.63	Welding Cap, Lock Nuts, Gorilla Glue, Spray Ti
36289	MILHAUSEN AUTO REPAIR	2/23/2024	\$870.00	2019 Ford F150: Windshield Replacement
36290	MINNESOTA MUNICIPAL UTILITI	2/23/2024	\$82.50	R. Ross: Drug & Alcohol Testing Follow-Up
36291	MPCA	2/23/2024	\$1,450.00	Wastewater Individual Annual Permit Fee
36292	MN DEPT OF LABOR & INDUSTR	2/23/2024	\$2,563.20	DECEMBER 1711202023: 4th Quarter 2023 S
36293	MNGFOA Treasurer	2/23/2024	\$70.00	J. Heinz: MNGFOA Membership 3-1-2024 to 2-
36294	MVTL LABORATORIES, INC.	2/23/2024	\$250.46	2/9/2024 Water Testing - Coliform
36295	North Star Awards & Trophies	2/23/2024	\$54.50	2023 Firefighter of the Year Plaque
36296	PITNEY BOWES PURCHASE PO	2/23/2024	\$2,030.00	Meter Refill on 1/29/2024
36297	PITNEY BOWES, INC.	2/23/2024	\$424.26	Postage Meter Lease: 1/1/2024 - 3/31/2024
36298	QUILL CORPORATION	2/23/2024	\$127.05	Gel Pens, Black Ink Cartridge
36299	SunShare LLC	2/23/2024	\$3,202.44	Community Solar Subscription: 12/1/2023 - 12/
36300	USA BLUE BOOK	2/23/2024	\$544.11	Phosphate Tests. Fluoride AccuVac Ampules,
36301	WINDSTREAM	2/23/2024	\$142.12	Phone Service 2/1/2024 - 2/29/2024
36302	WRIGHT COUNTY HIGHWAY DE	2/23/2024	\$7,492.78	January 2024 Road Salt - 46.06 Ton
36303	WRIGHT CTY FINANCE DEPT.	2/23/2024	\$32,560.78	Patrol Contract - February 2024
100001e	WRIGHT-HENNEPIN CO-OP	2/23/2024	\$340.21	Account #15016201901 Electric
100002e	Xcel Energy	2/23/2024	\$2,338.98	51-0014182319-5: 206 Center Avenue South 1/
Total Checks			\$89,237.87	

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Payments Batch 2-23-2024 Claims

\$89,237.87

Refer	209 ABDO FINANCIAL SOLUTIONS	-			
Cash Payment	E 101-41510-301 Auditing and Acct g Serv	Bank Reconciliation Discrepancies, Cash Variances			\$1,068.75
Invoice	483949	1/31/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$1,068.75
Refer	199 ALEX AIR APPARATUS, INC.	-			
Cash Payment	E 220-42220-221 Equipment repair/mtce	Annual Compressor Service & Air Quality Test			\$796.76
Invoice	7842	2/6/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$796.76
Refer	217 Bremer, Phillip	-			
Cash Payment	G 601-99999 Undistributed Receipts	Overpayment on Account #00-00005063-01-9 @ 944 Breckenridge Lane			\$100.00
Invoice					
Transaction Date	2/20/2024	General Checking	10100	Total	\$100.00
Refer	203 CINTAS	-			
Cash Payment	E 101-43100-214 Uniforms	Week of 2-14-2024 Uniforms			\$16.66
Invoice	4183415886	2/14/2024			
Cash Payment	E 601-49350-214 Uniforms	Week of 2-14-2024 Uniforms			\$16.67
Invoice	4183415886	2/14/2024			
Cash Payment	E 602-49350-214 Uniforms	Week of 2-14-2024 Uniforms			\$16.66
Invoice	4183415886	2/14/2024			
Cash Payment	E 605-49350-214 Uniforms	Week of 2-14-2024 Uniforms			\$16.66
Invoice	4183415886	2/14/2024			
Cash Payment	E 101-41940-401 Rep/Maint Buildings & G	Week of 2-14-2024 Rugs			\$19.00
Invoice	4183415886	2/14/2024			
Cash Payment	E 290-41940-401 Rep/Maint Buildings & G	Week of 2-14-2024 Rugs			\$11.00
Invoice	4183415886	2/14/2024			
Cash Payment	E 605-49350-401 Rep/Maint Buildings & G	Week of 2-14-2024 Rugs			\$11.00
Invoice	4183415886	2/14/2024			
Cash Payment	E 101-43100-214 Uniforms	Week of 2-21-2024 Uniforms			\$17.53
Invoice	4184138041	2/21/2024			
Cash Payment	E 601-49350-214 Uniforms	Week of 2-21-2024 Uniforms			\$17.53
Invoice	4184138041	2/21/2024			
Cash Payment	E 602-49350-214 Uniforms	Week of 2-21-2024 Uniforms			\$17.53
Invoice	4184138041	2/21/2024			
Cash Payment	E 605-49350-214 Uniforms	Week of 2-21-2024 Uniforms			\$17.54
Invoice	4184138041	2/21/2024			
Cash Payment	E 101-41940-401 Rep/Maint Buildings & G	Week of 2-21-2024 Rugs			\$19.00
Invoice	4184138041	2/21/2024			
Cash Payment	E 290-41940-401 Rep/Maint Buildings & G	Week of 2-21-2024 Rugs			\$11.00
Invoice	4184138041	2/21/2024			
Cash Payment	E 605-49350-401 Rep/Maint Buildings & G	Week of 2-21-2024 Rugs			\$11.00
Invoice	4184138041	2/21/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$218.78
Refer	211 Crane Engineering	-			
Cash Payment	E 605-49350-227 System repair & mainte	Replacement of Existing Lift Station Control Panel with Customer Supplies Replacement Control Panel			\$12,000.00
Invoice	452335-00	1/31/2024			

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Cash Payment	E 605-49350-227	System repair & mainte	Clarifier Manifold Repair		\$4,700.00
Invoice	453911-00	1/31/2024			
Transaction Date	2/20/2024		General Checking	10100	Total \$16,700.00
Refer	202 DELTA DENTAL PLAN OF MN				
Cash Payment	E 101-41510-133	Employer Paid Dental	W. Manson: March 2024 Dental		\$51.04
Invoice	RIS0005524787	3/1/2024			
Cash Payment	E 101-41510-133	Employer Paid Dental	D. Boelter: March 2024 Dental		\$102.09
Invoice	RIS0005524786	3/1/2024			
Cash Payment	E 101-41510-133	Employer Paid Dental	J. Bonniwell: March 2024 Dental		\$51.04
Invoice	RIS0005524786	3/1/2024			
Cash Payment	E 101-41510-133	Employer Paid Dental	J. Heinz: March 2024 Dental		\$51.04
Invoice	RIS0005524786	3/1/2024			
Cash Payment	E 601-41510-133	Employer Paid Dental	D. Remer: March 2024 Dental		\$48.84
Invoice	RIS0005524786	3/1/2024			
Cash Payment	E 602-41510-133	Employer Paid Dental	D. Remer: March 2024 Dental		\$48.83
Invoice	RIS0005524786	3/1/2024			
Cash Payment	E 605-41510-133	Employer Paid Dental	D. Remer: March 2024 Dental		\$48.83
Invoice	RIS0005524786	3/1/2024			
Transaction Date	2/20/2024		General Checking	10100	Total \$401.71
Refer	218 ELAN FINANCIAL SERVICES				
Cash Payment	E 101-41510-433	Dues and Subscriptions	J. Bonniwell: Adobe Acrobat Pro 1/3/2024 - 2/2/2024		\$21.46
Invoice	2646169627	1/3/2024			
Cash Payment	E 101-41510-433	Dues and Subscriptions	J. Bonniwell: Adobe Acrobat Pro 1/7/2024 - 2/6/2024		\$21.46
Invoice		1/7/2024			
Cash Payment	E 101-41510-433	Dues and Subscriptions	J. Bonniwell: Adobe Photoshop 1/7/2024 - 2/6/2024		\$37.03
Invoice		1/7/2024			
Cash Payment	E 101-41110-208	Training and Instruction	M. Otto: 2024 Elected Leaders Institute - Advanced Program in Alexandria		\$350.00
Invoice	398313	1/9/2024			
Cash Payment	E 290-41940-210	Operating Supplies (GE	Comm. Center: Stainless Steel Large Coffee Dispenser		\$60.12
Invoice	1829830	1/9/2024			
Cash Payment	E 101-41510-208	Training and Instruction	J. Bonniwell: 2024 MCFOA Annual Conference		\$375.00
Invoice	471786	1/9/2024			
Cash Payment	E 101-41510-208	Training and Instruction	J. Heinz: 2024 MCFOA Annual Conference		\$375.00
Invoice	471793	1/9/2024			
Cash Payment	E 101-41510-433	Dues and Subscriptions	J. Heinz: Adobe Acrobat Pro 1/15/2024 - 2/14/2024		\$21.46
Invoice	2656288080	1/15/2024			
Cash Payment	E 101-41510-209	Safety Training	1/23/2024 Safety Training		\$69.16
Invoice		1/22/2024			
Cash Payment	E 101-41510-209	Safety Training	1/23/2024 Safety Training		\$19.90
Invoice		1/22/2024			
Cash Payment	E 230-45100-485	Recreational Programs	5 Picture Frames		\$27.40
Invoice	3382634	1/25/2024			
Cash Payment	E 101-41510-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$63.66
Invoice					
Cash Payment	E 101-41910-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$12.73
Invoice					

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Cash Payment	E 220-42220-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$25.46
Invoice					
Cash Payment	E 601-49350-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$6.37
Invoice					
Cash Payment	E 602-49350-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$6.37
Invoice					
Cash Payment	E 604-49350-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$6.36
Invoice					
Cash Payment	E 605-49350-200	Office Supplies (GENER	Scanned Stamp, 4 Paper Trays, Calendar		\$6.36
Invoice					
Cash Payment	E 101-41510-433	Dues and Subscriptions	C. Gerard: Notary Commission		\$120.00
Invoice		1/30/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$1,625.30
Refer	216 GRITTMAN CONSULTING				
Cash Payment	E 101-41910-302	Planner Fees	General Planning & Zoning: January 2024		\$1,923.70
Invoice					
Cash Payment	G 700-21000	Miscellaneous Escrows	Steve Bunn / 5340 15th Avenue LLC - CUP & Final Plat: January 2024		\$504.00
Invoice			Project 101003		
Transaction Date	2/20/2024	General Checking	10100	Total	\$2,427.70
Refer	210 HEALTH PARTNERS				
Cash Payment	G 101-10506	Health Ins.	J. Bonniwell: March 2024 Medical		\$548.98
Invoice	757167205677	2/9/2024			
Cash Payment	G 101-10506	Health Ins.	J. Heinz: March 2024 Medical		\$620.28
Invoice	757167205677	2/9/2024			
Cash Payment	G 101-10506	Health Ins.	D. Remer: March 2024 Medical		\$1,906.82
Invoice	757167205677	2/9/2024			
Cash Payment	G 101-10506	Health Ins.	D. Boelter: March 2024 Medical		\$1,234.13
Invoice	757167205677	2/9/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$4,310.21
Refer	100007 LGI HOMES, INC				
Cash Payment	G 700-21700	Landscape Escrow	Landscape Escrow Release: Pmt #21-119 @ 1107 Natalie Avenue		\$1,500.00
Invoice					
Cash Payment	G 700-21700	Landscape Escrow	Landscape Escrow Release: Pmt #21-120 @ 1105 Natalie Avenue		\$1,500.00
Invoice					
Cash Payment	G 700-21700	Landscape Escrow	Landscape Escrow Release: Pmt #21-121 @ 1101 Natalie Avenue		\$1,500.00
Invoice					
Cash Payment	G 700-21700	Landscape Escrow	Landscape Escrow Release: Pmt #21-122 @ 1103 Natalie Avenue		\$1,500.00
Invoice					
Transaction Date	2/21/2024	General Checking	10100	Total	\$6,000.00
Refer	100016 LINCOLN NATL LIFE INS CO				
Cash Payment	E 101-41510-134	Employer Paid Life	Life Insurance - March 2024		\$51.66
Invoice					
Cash Payment	E 601-41510-134	Employer Paid Life	Life Insurance - March 2024		\$51.65
Invoice					
Cash Payment	E 602-41510-134	Employer Paid Life	Life Insurance - March 2024		\$51.65
Invoice					

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Cash Payment	E 605-41510-134	Employer Paid Life	Life Insurance - March 2024	\$18.25
Invoice				
Transaction Date	2/23/2024	General Checking	10100	Total \$173.21
Refer	100015	MADISON NATIONAL LIFE	-	
Cash Payment	G 101-10507	LTD & STD	LTD & STD - March 2024	\$459.43
Invoice 1610040				
Transaction Date	2/23/2024	General Checking	10100	Total \$459.43
Refer	100008	MENARDS	-	
Cash Payment	E 101-43100-215	Shop Supplies	Welding Cap, Lock Nuts, Gorilla Glue, Spray Tips	\$114.89
Invoice 1128 1/30/2024				
Cash Payment	E 605-49350-200	Office Supplies (GENER	Rubber Door Stops - Qty 7, Light Bulbs	\$39.85
Invoice 1128 1/30/2024				
Cash Payment	E 101-43100-215	Shop Supplies	Hex Bolts, Carriage Bolts, Bar & Chain Oil, Spackling, Welding Gloves, Lock Washers	\$111.95
Invoice 1612 2/8/2024				
Cash Payment	E 101-41510-570	Office Equip and Furnis	Vinyl Blinds - Qty 3, Monitor Wall Mounts - Qty 3	\$145.94
Invoice 1612 2/8/2024				
Transaction Date	2/21/2024	General Checking	10100	Total \$412.63
Refer	100012	MILHAUSEN AUTO REPAIR	-	
Cash Payment	E 101-43100-222	Vehicle repair/mtce	2019 Ford F150: Windshield Replacement	\$870.00
Invoice 5374 1/18/2024				
Transaction Date	2/21/2024	General Checking	10100	Total \$870.00
Refer	212	MINNESOTA MUNICIPAL UTILITIES	-	
Cash Payment	E 101-43100-433	Dues and Subscriptions	R. Ross: Drug & Alcohol Testing Follow-Up	\$82.50
Invoice 63433 2/5/2024				
Transaction Date	2/20/2024	General Checking	10100	Total \$82.50
Refer	100010	MINNESOTA POLLUTION CONTRO	-	
Cash Payment	E 605-49350-433	Dues and Subscriptions	Wastewater Individual Annual Permit Fee	\$1,450.00
Invoice 10000178555 2/14/2024				
Transaction Date	2/21/2024	General Checking	10100	Total \$1,450.00
Refer	213	MN DEPT OF LABOR & INDUSTRY	-	
Cash Payment	E 101-42401-315	Building Permit Surchar	DECEMBER 1711202023: 4th Quarter 2023 Surcharge Report	\$2,563.20
Invoice DECEMBER1711 2/9/2024				
Transaction Date	2/20/2024	General Checking	10100	Total \$2,563.20
Refer	201	MNGFOA Treasurer	-	
Cash Payment	E 101-41510-433	Dues and Subscriptions	J. Heinz: MNGFOA Membership 3-1-2024 to 2-28-2025	\$70.00
Invoice 16934 2/16/2024				
Transaction Date	2/20/2024	General Checking	10100	Total \$70.00
Refer	100009	MVTL LABORATORIES, INC.	-	
Cash Payment	E 601-49350-316	Testing Service	2/9/2024 Water Testing - Coliform	\$90.00
Invoice 1239279 2/13/2024				
Cash Payment	E 605-49350-316	Testing Service	2/14/2024 Wastewater Testing - Bod Carbonaceous, Solids & Phosphorus	\$160.46
Invoice 1239806 2/15/2024				
Transaction Date	2/21/2024	General Checking	10100	Total \$250.46
Refer	200	NORTH STAR AWARDS & TROPHI	-	

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Cash Payment	E 220-42220-495	Awards & Commendatio	2023 Firefighter of the Year Plaque		\$34.50
Invoice 12215	1/23/2024				
Cash Payment	E 220-42220-495	Awards & Commendatio	Locker Plates - Qty 2		\$20.00
Invoice 12215	1/23/2024				
Transaction Date	2/20/2024	General Checking	10100	Total	\$54.50
Refer	100013	PITNEY BOWES PURCHASE POW	-		
Cash Payment	E 101-41510-322	Postage	Meter Refill on 1/29/2024		\$507.50
Invoice					
Cash Payment	E 101-41910-322	Postage	Meter Refill on 1/29/2024		\$304.50
Invoice					
Cash Payment	E 601-49350-322	Postage	Meter Refill on 1/29/2024		\$406.00
Invoice					
Cash Payment	E 602-49350-322	Postage	Meter Refill on 1/29/2024		\$406.00
Invoice					
Cash Payment	E 605-49350-322	Postage	Meter Refill on 1/29/2024		\$406.00
Invoice					
Transaction Date	2/23/2024	General Checking	10100	Total	\$2,030.00
Refer	208	PITNEY BOWES, INC.	-		
Cash Payment	E 101-41510-309	Maintenance Contracts	Postage Meter Lease: 1/1/2024 - 3/31/2024		\$424.26
Invoice 3106532125	2/12/2024				
Transaction Date	2/20/2024	General Checking	10100	Total	\$424.26
Refer	215	QUILL CORPORATION	-		
Cash Payment	E 101-41510-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$47.79
Invoice 36926657	1/29/2024				
Cash Payment	E 101-41910-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$9.56
Invoice 36926657	1/29/2024				
Cash Payment	E 220-42220-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$19.11
Invoice 36926657	1/29/2024				
Cash Payment	E 601-49350-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$4.77
Invoice 36926657	1/29/2024				
Cash Payment	E 602-49350-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$4.78
Invoice 36926657	1/29/2024				
Cash Payment	E 604-49350-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$4.78
Invoice 36926657	1/29/2024				
Cash Payment	E 605-49350-200	Office Supplies (GENER	Gel Pens, Black Ink Cartridge		\$4.78
Invoice 36926657	1/29/2024				
Cash Payment	E 101-41510-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers		\$15.74
Invoice 37025258	2/2/2024				
Cash Payment	E 101-41910-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers		\$3.15
Invoice 37025258	2/2/2024				
Cash Payment	E 220-42220-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers		\$6.30
Invoice 37025258	2/2/2024				
Cash Payment	E 601-49350-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers		\$1.58
Invoice 37025258	2/2/2024				
Cash Payment	E 602-49350-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers		\$1.57
Invoice 37025258	2/2/2024				

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Cash Payment	E 604-49350-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers	\$1.57
Invoice	37025258	2/2/2024		
Cash Payment	E 605-49350-200	Office Supplies (GENER	Small Binder Clips, Medium Binder Clips, Insertable Dividers	\$1.57
Invoice	37025258	2/2/2024		
Transaction Date	2/20/2024	General Checking	10100	Total \$127.05
Refer	214 SUNSHARE LLC			
Cash Payment	E 601-49350-381	Electric Utilities	Solar Panel System: 12/1/2023 - 12/31/2023 Production Period	\$116.00
Invoice	904840425	1/26/2024		
Cash Payment	E 101-41940-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$86.17
Invoice	904840264	1/26/2024		
Cash Payment	E 101-43100-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$155.68
Invoice	904840264	1/26/2024		
Cash Payment	E 220-42220-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$63.56
Invoice	904840264	1/26/2024		
Cash Payment	E 230-45100-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$58.82
Invoice	904840264	1/26/2024		
Cash Payment	E 290-41940-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$77.68
Invoice	904840264	1/26/2024		
Cash Payment	E 601-49350-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$441.98
Invoice	904840264	1/26/2024		
Cash Payment	E 602-49350-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$150.73
Invoice	904840264	1/26/2024		
Cash Payment	E 605-49350-381	Electric Utilities	Community Solar Subscription: 12/1/2023 - 12/31/2023	\$2,051.82
Invoice	904840264	1/26/2024		
Transaction Date	2/20/2024	General Checking	10100	Total \$3,202.44
Refer	100011 USA BLUE BOOK			
Cash Payment	E 605-49350-217	Lab Supplies	Phosphate Tests, Fluoride AccuVac Ampules, PH Kits, Deionized Water	\$544.11
Invoice	INV00261432	1/30/2024		
Transaction Date	2/21/2024	General Checking	10100	Total \$544.11
Refer	207 WINDSTREAM			
Cash Payment	E 101-41510-321	Telephone	Phone Service 2/1/2024 - 2/29/2024	\$17.23
Invoice		2/5/2024		
Cash Payment	E 601-49350-321	Telephone	Phone Service 2/1/2024 - 2/29/2024	\$17.23
Invoice		2/5/2024		
Cash Payment	E 602-49350-321	Telephone	Phone Service 2/1/2024 - 2/29/2024	\$17.23
Invoice		2/5/2024		
Cash Payment	E 603-49350-321	Telephone	Phone Service 2/1/2024 - 2/29/2024	\$17.23
Invoice		2/5/2024		
Cash Payment	E 605-49350-321	Telephone	Phone Service 2/1/2024 - 2/29/2024	\$73.20
Invoice		2/5/2024		
Transaction Date	2/20/2024	General Checking	10100	Total \$142.12
Refer	100014 WRIGHT COUNTY HIGHWAY DEPT			

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Cash Payment	E 101-43100-224	Street Maint Materials	January 2024 Road Salt - 46.06 Ton		\$7,492.78
Invoice	2574	2/20/2024			
Transaction Date	2/23/2024	General Checking	10100	Total	\$7,492.78
Refer	206	WRIGHT CTY FINANCE DEPT.			
Cash Payment	E 101-42110-311	Police Contract	Patrol Contract - February 2024		\$32,025.00
Invoice	200013074	2/6/2024			
Cash Payment	E 101-42110-311	Police Contract	Patrol Fines - January 2024		\$535.78
Invoice	200013074	2/6/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$32,560.78
Refer	204	WRIGHT-HENNEPIN CO-OP	Ck# 100001E 2/23/2024		
Cash Payment	E 101-43100-381	Electric Utilities	Account #15016201901 Electric		\$340.21
Invoice	35031103249	2/6/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$340.21
Refer	205	XCEL ENERGY	Ck# 100002E 2/23/2024		
Cash Payment	E 101-43100-381	Electric Utilities	51-0014182319-5: 206 Center Avenue South 1/2/2024 - 2/1/2024		\$22.38
Invoice	863588666	2/2/2024			
Cash Payment	E 101-41940-381	Electric Utilities	51-6793588-4: City Hall 1/2/2024 - 2/1/2024		\$132.14
Invoice	863514339	2/2/2024			
Cash Payment	E 101-41940-383	Gas Utilities	51-6793588-4: City Hall 1/2/2024 - 2/1/2024		\$260.35
Invoice	863514339	2/2/2024			
Cash Payment	E 101-43100-381	Electric Utilities	51-6793588-4: Public Works 1/2/2024 - 2/1/2024		\$89.37
Invoice	863514339	2/2/2024			
Cash Payment	E 101-43100-383	Gas Utilities	51-6793588-4: Public Works 1/2/2024 - 2/1/2024		\$393.61
Invoice	863514339	2/2/2024			
Cash Payment	E 220-42220-381	Electric Utilities	51-6793588-4: Fire Department 1/2/2024 - 2/1/2024		\$233.19
Invoice	863514339	2/2/2024			
Cash Payment	E 220-42220-383	Gas Utilities	51-6793588-4: Fire Department 1/2/2024 - 2/1/2024		\$741.58
Invoice	863514339	2/2/2024			
Cash Payment	E 230-45100-381	Electric Utilities	51-6793588-4: 390 Zephyr Avenue Unit Sign 1/2/2024 - 2/1/2024		\$13.70
Invoice	863514339	2/2/2024			
Cash Payment	E 290-41940-381	Electric Utilities	51-6793588-4: Community Center 1/2/2024 - 2/1/2024		\$216.74
Invoice	863514339	2/2/2024			
Cash Payment	E 290-41940-383	Gas Utilities	51-6793588-4: Community Center 1/2/2024 - 2/1/2024		\$235.92
Invoice	863514339	2/2/2024			
Transaction Date	2/20/2024	General Checking	10100	Total	\$2,338.98

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Fund Summary

	10100 General Checking	
101 GENERAL FUND		\$56,449.69
220 FIRE DEPARTMENT		\$1,940.46
230 PARK AND RECREATION		\$99.92
290 COMMUNITY CENTER		\$612.46
601 WATER FUND		\$1,318.62
602 SANITARY SEWER FUND		\$721.35
603 REFUSE (GARBAGE) FUND		\$17.23
604 STORM WATER FUND		\$12.71
605 WASTEWATER PLANT		\$21,561.43
700 DEVELOPERS ESCROW		\$6,504.00
		<hr/>
		\$89,237.87

Pre-Written Checks	\$2,679.19
Checks to be Generated by the Computer	\$86,558.68
	<hr/>
Total	\$89,237.87

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***Check Summary Register©**

Batch: 2-23-2024 EDA Claims

Name		Check Date	Check Amt
10150	EDA Cash		
1103	ELAN FINANCIAL SERVICES	2/23/2024	\$41.00
January 2024 EDA Lunch			
Total Checks			\$41.00

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Payments

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Current Period: February 2024

Payments Batch 2-23-2024 EDA Claims					\$41.00
Refer	219	ELAN FINANCIAL SERVICES	-		
Cash Payment	E 275-46500-499	Miscellaneous	January 2024 EDA Lunch		\$41.00
Invoice	1/16/2024				
Transaction Date	2/20/2024	EDA Cash	10150	Total	\$41.00

Fund Summary

	10150	EDA Cash
275 ECONOMIC DEVELOPMENT AUTHORITY		\$41.00
		<u>\$41.00</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$41.00
Total	<u>\$41.00</u>

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*Check Summary Register©

Batch: 3-11-2024 Claims

Name	Check Date	Check Amt	
10100 General Checking			
36304 ABDO FINANCIAL SOLUTIONS	3/11/2024	\$112.50	Work Through November 2023 Discrepancy
36305 ALEX AIR APPARATUS 2, LLC	3/11/2024	\$215.00	Rescue 11: Adjust Relief Valve Behind Fill Pan
36306 BADGER METER, INC.	3/11/2024	\$202.44	February 2024 Metering & Technology
36307 BAUERNSCHMITT, JOAN	3/11/2024	\$177.00	2024 PNP Election: Election Judge on 3/5/202
36308 BOLTON & MENK INC	3/11/2024	\$2,029.50	Highway 12 Watermain Replacement: January
36309 CENTRAL PENSION FUND IUOE	3/11/2024	\$1,000.00	R. Eischens: February 2024 HRA
36310 CINTAS	3/11/2024	\$229.42	Week of 2/28/2024 Uniforms
36311 COLONIAL LIFE	3/11/2024	\$19.56	D. Remer: Accident Insurance
36312 COMCAST	3/11/2024	\$641.02	Public Works: Cable & Internet March 2024
36313 CUSTOMIZED FIRE TRAINING IN	3/11/2024	\$500.00	NFPA 1001 / 1670: Alternative Fuel Vehicle E
36314 EMERGENCY APPARATUS MAIN	3/11/2024	\$195.13	Tender 11: Adron Brass Ball Conversion Kit 2.
36315 Falls	3/11/2024	\$299.55	Loader: Female Receiver Lift Arm, Lift Arm, Pi
36316 FRAUMANN, ROGER	3/11/2024	\$171.00	2024 PNP Election: Election Judge on 3/5/202
36317 IUOE Local 49 Fringe Ben. Fund	3/11/2024	\$7,375.00	R. Eischens: April 2024 Medical & Dental
36318 GRITTMAN CONSULTING	3/11/2024	\$2,418.70	General Planning & Zoning: February 2024
36319 HAWKINS, INC.	3/11/2024	\$9,665.92	150 lb. Chlorine Syllinder - Qty 6
36320 HELGESON, HELEN	3/11/2024	\$177.00	2024 PNP Election: Election Judge on 3/5/202
36321 IUOE LOCAL #49	3/11/2024	\$175.00	R. Eischens: March 2024 Union Dues
36322 JENSON, MARIE	3/11/2024	\$320.00	City Hall: February 2024 Cleaning
36323 KENNEDY & GRAVEN, CHARTER	3/11/2024	\$4,244.44	Wastewater Treatment Plant: January 2024
36324 KURKOSKY, JOHN	3/11/2024	\$250.00	Clothing Allowance - Boots
36325 Meierhofer, Niel	3/11/2024	\$600.00	AFG Equipment Grant Application 2023
36326 MENARDS	3/11/2024	\$788.15	Comm. Center: White Caulk, Light Bulbs
36327 METRO WEST INSPECTION SER	3/11/2024	\$1,439.29	Pmt 21-82 @ 171 Pheasant Ridge
36328 MIDWEST ELECTRIC AND GENE	3/11/2024	\$319.00	Fire Dept. / Comm. Cntr. Generator: Annual M
36329 MIDWEST MACHINERY CO.	3/11/2024	\$12,900.00	Pronovost 60" SnowBlower
36330 MINNESOTA SECRETARY OF ST	3/11/2024	\$120.00	A. Burau: Notary Commission
36331 MN COMPUTER SYSTEMS, INC.	3/11/2024	\$299.24	Toshiba Contract Base Rate & Overage 2/12/2
36332 MN DEPARTMENT OF HEALTH	3/11/2024	\$3,161.00	1st Quarter 2024 Service Connections
36333 MVTL LABORATORIES, INC.	3/11/2024	\$665.88	2/23/2024 Wastewater Testing
36334 Nuso, LLC	3/11/2024	\$187.40	Telephone Service 3/1 - 3/31/2024
36335 PAUMEN COMPUTER SERVICES	3/11/2024	\$6,865.26	Dell Latitude 5540 Notebooks - Qty 3, Dell Doc
36336 PETTY CASH	3/11/2024	\$182.52	Water Dept: Postage for Water Sample
36337 STREICHERS, INC.	3/11/2024	\$184.99	D. Paradise: Boots
36338 Town & Country Fence	3/11/2024	\$45,287.50	Carver Field: Half Down on Fence Installation
36339 VERIZON WIRELESS	3/11/2024	\$520.43	Cell Phones 2/24/2024 - 3/23/2024
36340 WEX BANK	3/11/2024	\$874.05	FD Fuel: 2/7/2024 - 3/6/2024
36341 WRIGHT COUNTY JOURNAL PR	3/11/2024	\$175.13	Public Hearing Notice: Steve Bunn Masonry C
36342 XYLEM WATER SOLUTIONS USA	3/11/2024	\$1,340.46	Wastewater Dept:UV System Part - Bulbs - Qty
100011e METERING & TECHNOLOGY SOL	3/11/2024	\$4,518.48	5/8" x 3/4" Water Meters - Qty 24
100012e ADAMS PEST CONTROL-MAIN	3/11/2024	\$82.50	2/22/2024 Pest Control
100013e MARCO TECH LLC	3/11/2024	\$57.82	HP: Contract Base Rate Charge for 2/21/2024
100014e Vessco	3/11/2024	\$40.70	Water Dept: PVC Nut for Chlorinator
100015e GOPHER STATE ONE-CALL	3/11/2024	\$24.30	18 Locate Tickets
Total Checks		\$111,052.28	

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Payments Batch 3-11-2024 Claims

\$111,052.28

Refer	100024	ABDO FINANCIAL SOLUTIONS	-			
Cash Payment	E 101-41510-301	Auditing and Acct g Serv	Work Through November 2023 Discrepancy			\$112.50
Invoice	484758	2/29/2024				
Transaction Date	3/7/2024	General Checking	10100	Total		\$112.50
Refer	100035	ADAMS PEST CONTROL, INC.	Ck# 100012E 3/11/2024			
Cash Payment	E 101-41940-401	Rep/Maint Buildings & G	2/22/2024 Pest Control			\$82.50
Invoice	3863629	2/22/2024				
Transaction Date	3/8/2024	General Checking	10100	Total		\$82.50
Refer	100014	ALEX AIR APPARATUS, INC.	-			
Cash Payment	E 220-42220-221	Equipment repair/mtce	Rescue 11: Adjust Relief Valve Behind Fill Panel on Fill Station in Truck			\$215.00
Invoice	7896	2/19/2024				
Transaction Date	3/7/2024	General Checking	10100	Total		\$215.00
Refer	100034	BADGER METER, INC.	-			
Cash Payment	E 601-49350-309	Maintenance Contracts	February 2024 Metering & Technology			\$202.44
Invoice	80151641	2/28/2024				
Transaction Date	3/8/2024	General Checking	10100	Total		\$202.44
Refer	100023	BAUERNSCHMITT, JOAN	-			
Cash Payment	E 101-41410-100	Wages and Salaries (G	2024 PNP Election: Election Judge on 3/5/2024			\$177.00
Invoice						
Transaction Date	3/7/2024	General Checking	10100	Total		\$177.00
Refer	100045	BOLTON & MENK INC	-			
Cash Payment	E 601-49350-303	Engineering Fees	Highway 12 Watermain Replacement: January 2024			\$1,186.50
Invoice	0331098	2/29/2024	Project 101002			
Cash Payment	E 506-43100-303	Engineering Fees	2023 Street Improvement Project: January 2024			\$843.00
Invoice	0331097	2/29/2024				
Transaction Date	3/8/2024	General Checking	10100	Total		\$2,029.50
Refer	100033	CENTRAL PENSION FUND IUOE 49	-			
Cash Payment	G 101-10506	Health Ins.	R. Eischens: February 2024 HRA			\$200.00
Invoice						
Cash Payment	G 101-10506	Health Ins.	C. Gerard: February 2024 HRA			\$200.00
Invoice						
Cash Payment	G 101-10506	Health Ins.	R. Henry Jr: February 2024 HRA			\$200.00
Invoice						
Cash Payment	G 101-10506	Health Ins.	J. Kurkosky: February 2024 HRA			\$200.00
Invoice						
Cash Payment	G 101-10506	Health Ins.	B. Mickolichuk: Febraury 2024 HRA			\$200.00
Invoice						
Transaction Date	3/8/2024	General Checking	10100	Total		\$1,000.00
Refer	100054	CINTAS	-			
Cash Payment	E 101-43100-214	Uniforms	Week of 2/28/2024 Uniforms			\$17.53
Invoice	4184857078	2/28/2024				
Cash Payment	E 601-49350-214	Uniforms	Week of 2/28/2024 Uniforms			\$17.53
Invoice	4184857078	2/28/2024				
Cash Payment	E 602-49350-214	Uniforms	Week of 2/28/2024 Uniforms			\$17.54
Invoice	4184857078	2/28/2024				

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Payments

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Cash Payment	E 605-49350-214	Uniforms	Week of 2/28/2024	Uniforms	\$17.53
Invoice	4184857078	2/28/2024			
Cash Payment	E 101-41940-401	Rep/Maint Buildings & G	Week of 2/28/2024	Rugs	\$19.00
Invoice	4184857078	2/28/2024			
Cash Payment	E 290-41940-401	Rep/Maint Buildings & G	Week of 2/28/2024	Rugs	\$11.00
Invoice	4184857078	2/28/2024			
Cash Payment	E 605-49350-401	Rep/Maint Buildings & G	Week of 2/28/2024	Rugs	\$11.00
Invoice	4184857078	2/28/2024			
Cash Payment	E 101-43100-214	Uniforms	Week of 3/6/2024	Uniforms	\$19.32
Invoice	4185586108	3/6/2024			
Cash Payment	E 601-49350-214	Uniforms	Week of 3/6/2024	Uniforms	\$19.32
Invoice	4185586108	3/6/2024			
Cash Payment	E 602-49350-214	Uniforms	Week of 3/6/2024	Uniforms	\$19.32
Invoice	4185586108	3/6/2024			
Cash Payment	E 605-49350-214	Uniforms	Week of 3/6/2024	Uniforms	\$19.33
Invoice	4185586108	3/6/2024			
Cash Payment	E 101-41940-401	Rep/Maint Buildings & G	Week of 3/6/2024	Uniforms	\$19.00
Invoice	4185586109	3/6/2024			
Cash Payment	E 290-41940-401	Rep/Maint Buildings & G	Week of 3/6/2024	Uniforms	\$11.00
Invoice	4185586109	3/6/2024			
Cash Payment	E 605-49350-401	Rep/Maint Buildings & G	Week of 3/6/2024	Uniforms	\$11.00
Invoice	4185586109	3/6/2024			
Transaction Date	3/8/2024	General Checking	10100	Total	\$229.42
Refer	100036	COLONIAL LIFE			
Cash Payment	G 101-10510	Employee Insurance	D. Remer: Accident Insurance	\$19.56	
Invoice	46361060208487	2/8/2024			
Transaction Date	3/8/2024	General Checking	10100	Total	\$19.56
Refer	100031	COMCAST			
Cash Payment	E 101-43100-321	Telephone	Public Works: Cable & Internet March 2024	\$34.95	
Invoice					
Cash Payment	E 601-49350-321	Telephone	Public Works: Cable & Internet March 2024	\$34.95	
Invoice					
Cash Payment	E 602-49350-321	Telephone	Public Works: Cable & Internet March 2024	\$34.95	
Invoice					
Cash Payment	E 220-42220-321	Telephone	Fire Dept: Internet March 2024	\$97.85	
Invoice					
Cash Payment	E 605-49350-321	Telephone	WWTP: Internet	\$109.85	
Invoice					
Cash Payment	E 290-41940-321	Telephone	Comm. Center: Internet March 2024	\$104.85	
Invoice					
Cash Payment	E 101-41510-321	Telephone	City Hall: Cable & Internet March 2024	\$74.54	
Invoice					
Cash Payment	E 601-49350-321	Telephone	City Hall: Cable & Internet March 2024	\$74.54	
Invoice					
Cash Payment	E 602-49350-321	Telephone	City Hall: Cable & Internet March 2024	\$74.54	
Invoice					
Transaction Date	3/8/2024	General Checking	10100	Total	\$641.02
Refer	100012	CUSTOMIZED FIRE TRAINING INC			
Cash Payment	E 220-42220-208	Training and Instruction	NFPA 1001 / 1670: Alternative Fuel Vehicle Emergencies Class on 12/12/2023	\$500.00	
Invoice	2581	2/20/2024			

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Current Period: March 2024

Transaction Date	3/7/2024	General Checking	10100	Total	\$500.00
Refer	100015 EMERGENCY APPARATUS MAINT.				
Cash Payment	E 220-42220-222 Vehicle repair/mtce			Tender 11: Adron Brass Ball Conversion Kit 2.5"	\$195.13
Invoice	130939	2/15/2024			
Transaction Date	3/7/2024	General Checking	10100	Total	\$195.13
Refer	100053 Falls				
Cash Payment	E 101-43100-540 Heavy Machinery			Loader: Female Receiver Lift Arm, Lift Arm, Pins, Bolts	\$299.55
Invoice	370651	2/21/2024			
Transaction Date	3/8/2024	General Checking	10100	Total	\$299.55
Refer	100022 FRAUMANN, ROGER				
Cash Payment	E 101-41410-100 Wages and Salaries (G			2024 PNP Election: Election Judge on 3/5/2024	\$171.00
Invoice					
Transaction Date	3/7/2024	General Checking	10100	Total	\$171.00
Refer	100032 FRINGE BEN. FUND IUOE LOCAL 4				
Cash Payment	G 101-10506 Health Ins.			R. Eischens: April 2024 Medical & Dental	\$1,475.00
Invoice					
Cash Payment	G 101-10506 Health Ins.			C. Gerard: April 2024 Medical & Dental	\$1,475.00
Invoice					
Cash Payment	G 101-10506 Health Ins.			R. Henry Jr: April 2024 Medical & Dental	\$1,475.00
Invoice					
Cash Payment	G 101-10506 Health Ins.			J. Kurkosky: April 2024 Medical & Dental	\$1,475.00
Invoice					
Cash Payment	G 101-10506 Health Ins.			B. Mickolichuk: April 2024 Medical & Dental	\$1,475.00
Invoice					
Transaction Date	3/8/2024	General Checking	10100	Total	\$7,375.00
Refer	100052 GOPHER STATE ONE-CALL INC			Ck# 100015E 3/11/2024	
Cash Payment	E 601-49350-317 Utility Contractual Serv			18 Locate Tickets	\$12.15
Invoice	4020610	2/29/2024			
Cash Payment	E 602-49350-317 Utility Contractual Serv			18 Locate Tickets	\$12.15
Invoice	4020610	2/29/2024			
Transaction Date	3/8/2024	General Checking	10100	Total	\$24.30
Refer	100039 GRITTMAN CONSULTING				
Cash Payment	E 101-41910-302 Planner Fees			General Planning & Zoning: February 2024	\$1,230.70
Invoice		3/1/2024			
Cash Payment	G 700-21000 Miscellaneous Escrows			Steve Bunn / 5340 15th Avenue LLC - CUP & Final Plat: February 2024	\$1,188.00
Invoice		3/1/2024			
				Project 101003	
Transaction Date	3/8/2024	General Checking	10100	Total	\$2,418.70
Refer	100017 HAWKINS, INC.				
Cash Payment	E 601-49350-215 Shop Supplies			150 lb. Chlorine Sylinder - Qty 6	\$60.00
Invoice	6689415	2/15/2024			
Cash Payment	E 605-49350-216 Chemicals and Chem Pr			Ferric Chloride 35% Solution - 2,394.3412 Gallons	\$9,605.92
Invoice	6693110	2/20/2024			
Transaction Date	3/7/2024	General Checking	10100	Total	\$9,665.92
Refer	100021 HELGESON, HELEN				
Cash Payment	E 101-41410-100 Wages and Salaries (G			2024 PNP Election: Election Judge on 3/5/2024	\$177.00
Invoice					

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Current Period: March 2024

Transaction Date	3/7/2024	General Checking	10100	Total	\$177.00
Refer	100044 IUOE LOCAL #49				
Cash Payment	G 101-10509 Union Dues	R. Eischens: March 2024 Union Dues			\$35.00
Invoice	3/4/2024				
Cash Payment	G 101-10509 Union Dues	C. Gerard: March 2024 Union Dues			\$35.00
Invoice	3/4/2024				
Cash Payment	G 101-10509 Union Dues	R. Henry Jr: March 2024 Union Dues			\$35.00
Invoice	3/4/2024				
Cash Payment	G 101-10509 Union Dues	J. Kurkosky: March 2024 Union Dues			\$35.00
Invoice	3/4/2024				
Cash Payment	G 101-10509 Union Dues	B. Mickolich: March 2024 Union Dues			\$35.00
Invoice	3/4/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$175.00
Refer	100037 JENSON, MARIE				
Cash Payment	E 101-41940-310 Cleaning Service	City Hall: February 2024 Cleaning			\$200.00
Invoice					
Cash Payment	E 290-41940-310 Cleaning Service	Community Center: February 2024 Cleaning			\$120.00
Invoice					
Transaction Date	3/8/2024	General Checking	10100	Total	\$320.00
Refer	100043 KENNEDY & GRAVEN, CHARTERED				
Cash Payment	E 101-41600-304 Legal Fees	General Legal Services: January 2024			\$17.00
Invoice	179912 2/20/2024				
Cash Payment	E 101-41600-304 Legal Fees	Property Purchase - 101 Center Avenue North: January 2024			\$9.50
Invoice	179912 2/20/2024				
Cash Payment	G 700-21717 Preserve of Montrose	Preserve Development: January 2024			\$50.00
Invoice	179912 2/20/2024				
Cash Payment	G 700-21717 Preserve of Montrose	Preserve Development / TIF Matters: January 2024			\$2,475.00
Invoice	179912 2/20/2024				
Cash Payment	E 605-41600-304 Legal Fees	Wastewater Treatment Plant: January 2024			\$1,692.94
Invoice	179912 2/20/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$4,244.44
Refer	100029 KURKOSKY, JOHN				
Cash Payment	E 101-43100-214 Uniforms	Clothing Allowance - Boots			\$62.50
Invoice					
Cash Payment	E 601-49350-214 Uniforms	Clothing Allowance - Boots			\$62.50
Invoice					
Cash Payment	E 602-49350-214 Uniforms	Clothing Allowance - Boots			\$62.50
Invoice					
Cash Payment	E 605-49350-214 Uniforms	Clothing Allowance - Boots			\$62.50
Invoice					
Transaction Date	3/7/2024	General Checking	10100	Total	\$250.00
Refer	100040 MARCO, INC.	Ck# 100013E 3/11/2024			
Cash Payment	E 101-41510-309 Maintenance Contracts	HP: Contract Base Rate Charge for 2/21/2024 - 3/20/2024			\$57.82
Invoice	INV12189246 2/19/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$57.82
Refer	100016 Meierhofer, Niel				
Cash Payment	E 220-42220-499 Miscellaneous	AFG Equipment Grant Application 2023			\$600.00
Invoice	2024-01 2/21/2024				

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Transaction Date	3/7/2024	General Checking	10100	Total	\$600.00
Refer	100011 MENARDS				
Cash Payment	E 220-42220-215 Shop Supplies	Gorilla Tape, WD-40, Silicone, 4-in-1 Screwdriver, 36" Iron Pipe Wrench, 24" Iron Pipe Wrench			\$122.77
Invoice 1871	2/12/2024				
Cash Payment	E 220-42220-215 Shop Supplies	Thread Sealant			\$11.42
Invoice 1936	2/13/2024				
Cash Payment	E 101-43100-215 Shop Supplies	Shop Towels, Glass Cleaner, Green Cleaner, Paper Towels			\$91.56
Invoice 2472	2/22/2024				
Cash Payment	E 290-41940-401 Rep/Maint Buildings & G	Comm. Center: White Caulk, Light Bulbs			\$208.86
Invoice 2472	2/22/2024				
Cash Payment	E 290-41940-401 Rep/Maint Buildings & G	Comm. Center: Paint, Rollers, Sanders, Tray Liners			\$353.54
Invoice 2843	2/29/2024				
Transaction Date	3/7/2024	General Checking	10100	Total	\$788.15
Refer	100027 METERING & TECHNOLOGY SOLU	Ck# 100011E 3/11/2024			
Cash Payment	E 601-49350-218 Water Meters	5/8" x 3/4" Water Meters - Qty 24			\$4,518.48
Invoice INV4563	2/29/2024				
Transaction Date	3/7/2024	General Checking	10100	Total	\$4,518.48
Refer	100038 METRO WEST INSPECTION SERVI				
Cash Payment	G 201-20321 Inspection Fees Pay 2021	Pmt 21-82 @ 171 Pheasant Ridge			\$126.43
Invoice 4058	2/16/2024				
Cash Payment	G 201-20322 Inspection Fees Pay 2022	Pmt 22-54 @ 905 Burton Court			\$218.83
Invoice 4058	2/16/2024				
Cash Payment	G 201-20322 Inspection Fees Pay 2022	Pmt 22-51 @ 194 Pheasant Ridge			\$157.03
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-20 @ 311 Mindy Lane			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-43 @ 186 Pheasant Ridge			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-44 @ 409 4th Street			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-50 @ 130 Mindy Lane			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-192 @ 341 Fairmont Avenue			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-213 @ 330 2nd Street South			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-221 @ 904 Wyatt Court			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-231 @ 117 Hill Street			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-239 @ 126 Pheasant Ridge			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-241 @ 310 Mindy Lane			\$37.50
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-242 @ 524 Emerson Avenue			\$75.00
Invoice 4058	2/16/2024				
Cash Payment	G 201-20323 Inspection Fees Pay 2023	Pmt 23-244 @ 174 Pheasant Ridge			\$37.50
Invoice 4058	2/16/2024				

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Current Period: March 2024

Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-245 @ 805 Dozer Circle	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-246 @ 506 1st Street	\$75.00
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-249 @ 136 Pheasant Ridge	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-252 @ 138 Pheasant Ridge	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-254 @ 224 Crystal Lane	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-256 @ 221 Nelson Blvd.	\$37.00
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-257 @ 323 Mindy Lane	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-258 @ 314 Hogan Drive	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-264 @ 314 Mindy Lane	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-265 @ 510 1st Street North	\$37.50
Invoice 4058		2/16/2024		
Cash Payment	G 201-20323	Inspection Fees Pay 2023	Pmt 23-268 @ 620 Dillon Avenue North	\$37.50
Invoice 4058		2/16/2024		
Transaction Date	3/8/2024	General Checking	10100	Total \$1,439.29
Refer	100013	MIDWEST ELECTRIC AND GENER	-	
Cash Payment	E 101-42500-221	Equipment repair/mtce	Fire Dept. / Comm. Cntr. Generator: Annual Maintenance	\$120.00
Invoice 50675194		2/14/2024		
Cash Payment	E 101-42500-221	Equipment repair/mtce	Fire Dept. / Comm. Cntr. Generator: Annual Standby Generator Monitoring Subscription Renewal for MobileLink WiFi Device	\$199.00
Invoice 50744617		2/16/2024		
Transaction Date	3/7/2024	General Checking	10100	Total \$319.00
Refer	100051	MIDWEST MACHINERY CO.	-	
Cash Payment	E 409-41940-580	Other Equipment	Pronovost 60" SnowBlower	\$12,900.00
Invoice 29887158		2/16/2024		
Transaction Date	3/8/2024	General Checking	10100	Total \$12,900.00
Refer	100028	MINNESOTA SECRETARY OF STA	-	
Cash Payment	E 101-41510-433	Dues and Subscriptions	A. Burau: Notary Commission	\$120.00
Invoice				
Transaction Date	3/7/2024	General Checking	10100	Total \$120.00
Refer	100026	MN COMPUTER SYSTEMS, INC.	-	
Cash Payment	E 101-41510-309	Maintenance Contracts	Toshiba Contract Base Rate & Overage 2/12/2024 - 3/11/2024	\$299.24
Invoice 393073		3/4/2024		
Transaction Date	3/7/2024	General Checking	10100	Total \$299.24
Refer	100020	MN DEPARTMENT OF HEALTH	-	
Cash Payment	E 601-49350-439	State Water Connection	1st Quarter 2024 Service Connections	\$3,161.00
Invoice				
Transaction Date	3/7/2024	General Checking	10100	Total \$3,161.00
Refer	100055	MVTL LABORATORIES, INC.	-	

CITY OF MONTROSE

Payments

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Cash Payment	E 605-49350-316	Testing Service	2/23/2024	Wastewater Testing	\$160.46
Invoice	1241194	2/27/2024			
Cash Payment	E 605-49350-316	Testing Service	3/5/2024	Wastewater Testing	\$160.46
Invoice	1242526	3/5/2024			
Cash Payment	E 605-49350-316	Testing Service	2/22/2024	Salty Discharge Testing	\$184.50
Invoice	1241040	2/26/2024			
Cash Payment	E 605-49350-316	Testing Service	2/28/2024	Wastewater Testing	\$160.46
Invoice	1241775	3/1/2024			
Transaction Date	3/8/2024	General Checking	10100	Total	\$665.88
Refer	100025	NUSO, LLC			
Cash Payment	E 101-41510-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.78
Invoice	130856013				
Cash Payment	E 101-43100-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Cash Payment	E 220-42220-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Cash Payment	E 290-41940-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Cash Payment	E 601-49350-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Cash Payment	E 602-49350-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Cash Payment	E 605-49350-321	Telephone		Telephone Service 3/1 - 3/31/2024	\$26.77
Invoice	130856013				
Transaction Date	3/7/2024	General Checking	10100	Total	\$187.40
Refer	100030	PAUMEN COMPUTER SERVICES			
Cash Payment	E 101-41510-208	Training and Instruction		Set Up Know Be4 Training for February 2024	\$70.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-208	Training and Instruction		Set Up Know Be4 Training for March 2024	\$70.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Offsite Replication of Quest Rapid Recovery Server: March 2024	\$195.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Enter Proper SMTP Information Into Banyon for ACH Payments	\$40.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Scheduled Maintenance	\$595.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Staged New Laptop Dell Latitude 5540	\$160.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Staged New Laptop Dell Latitude 5540	\$160.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-309	Maintenance Contracts		Staged New Laptop Dell Latitude 5540	\$160.00
Invoice	16231	2/17/2024			
Cash Payment	E 101-41110-575	Computer Equipment		Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$541.53
Invoice	16231	2/17/2024			
Cash Payment	E 101-41510-575	Computer Equipment		Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$2,166.10
Invoice	16231	2/17/2024			
Cash Payment	E 101-43100-575	Computer Equipment		Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$541.53
Invoice	16231	2/17/2024			

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Payments

Current Period: March 2024

Cash Payment	E 220-42220-575	Computer Equipment	Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$541.53
Invoice 16231	2/17/2024			
Cash Payment	E 601-49350-200	Office Supplies (GENER	Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$541.53
Invoice 16231	2/17/2024			
Cash Payment	E 605-49350-200	Office Supplies (GENER	Dell Latitude 5540 Notebooks - Qty 3, Dell Docking Stations - Qty 2	\$1,083.04
Invoice 16231	2/17/2024			
Transaction Date	3/7/2024	General Checking	10100	Total \$6,865.26
Refer	100048	PETTY CASH	-	
Cash Payment	E 101-41510-200	Office Supplies (GENER	City Hall: Plunger	\$4.00
Invoice				
Cash Payment	E 230-45100-485	Recreational Programs	Park & Rec: Frames for Awards	\$4.50
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$18.75
Invoice				
Cash Payment	E 601-49350-331	Travel Expenses	Water Dept: Parking Fee for Water Training	\$8.50
Invoice				
Cash Payment	E 601-49350-331	Travel Expenses	Water Dept: Parking Fee for Water Training	\$8.50
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$15.20
Invoice				
Cash Payment	E 605-49350-322	Postage	Wastewater Dept: Postage for Wastewater Item	\$19.95
Invoice				
Cash Payment	E 101-43100-215	Shop Supplies	Public Works: Ice	\$8.97
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$9.35
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$12.60
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$12.30
Invoice				
Cash Payment	E 290-41940-221	Equipment repair/mtce	Community Center: Distilled Water for Scrubber Battery	\$1.85
Invoice				
Cash Payment	E 601-49350-217	Lab Supplies	Water Dept: Water Sample Bottles	\$10.20
Invoice				
Cash Payment	E 601-49350-215	Shop Supplies	Water Dept: Propane	\$26.83
Invoice				
Cash Payment	E 601-49350-322	Postage	Water Dept: Postage for Water Sample	\$9.25
Invoice				
Cash Payment	E 101-41410-499	Miscellaneous	2024 PNP Election: Food for Election Judges	\$11.77
Invoice				
Transaction Date	3/8/2024	General Checking	10100	Total \$182.52
Refer	100047	STREICHERS	-	
Cash Payment	E 220-42220-214	Uniforms	D. Paradise: Boots	\$184.99
Invoice 11674521	1/4/2024			
Transaction Date	3/8/2024	General Checking	10100	Total \$184.99
Refer	100050	Town & Country Fence	-	
Cash Payment	E 401-41940-401	Rep/Maint Buildings & G	Carver Field: Half Down on Fence Installation	\$45,287.50
Invoice 149803	2/23/2024		Project 101005	

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Current Period: March 2024

Transaction Date	3/8/2024	General Checking	10100	Total	\$45,287.50
Refer	100018 VERIZON WIRELESS	-			
Cash Payment	E 101-41510-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$100.10
Invoice	9957413462 2/23/2024				
Cash Payment	E 101-43100-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$93.41
Invoice	9957413462 2/23/2024				
Cash Payment	E 220-42220-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$40.01
Invoice	9957413462 2/23/2024				
Cash Payment	E 230-45100-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$50.05
Invoice	9957413462 2/23/2024				
Cash Payment	E 601-49350-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$93.41
Invoice	9957413462 2/23/2024				
Cash Payment	E 602-49350-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$93.40
Invoice	9957413462 2/23/2024				
Cash Payment	E 605-49350-321 Telephone	Cell Phones 2/24/2024 - 3/23/2024			\$50.05
Invoice	9957413462 2/23/2024				
Transaction Date	3/7/2024	General Checking	10100	Total	\$520.43
Refer	100049 Vessco	Ck# 100014E 3/11/2024			
Cash Payment	E 601-49350-227 System repair & mainte	Water Dept: PVC Nut for Chlorinator			\$40.70
Invoice	093503 3/7/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$40.70
Refer	100046 WEX BANK	-			
Cash Payment	E 220-42220-212 Gas & Oil	FD Fuel: 2/7/2024 - 3/6/2024			\$177.35
Invoice	95665245 3/6/2024				
Cash Payment	E 101-43100-212 Gas & Oil	Public Works Fuel: 2/7/2024 - 3/6/2024			\$452.85
Invoice	95665245 3/6/2024				
Cash Payment	E 601-49350-212 Gas & Oil	Water Dept. Fuel: 2/7/2024 - 3/6/2024			\$81.28
Invoice	95665245 3/6/2024				
Cash Payment	E 602-49350-212 Gas & Oil	Sewer Dept. Fuel: 2/7/2024 - 3/6/2024			\$81.28
Invoice	95665245 3/6/2024				
Cash Payment	E 605-49350-212 Gas & Oil	Wastewater Dept. Fuel: 2/7/2024 - 3/6/2024			\$81.29
Invoice	95665245 3/6/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$874.05
Refer	100019 WRIGHT COUNTY JOURNAL PRES	-			
Cash Payment	E 101-41910-351 Legal Notices Publishing	Public Hearing Notice: Steve Bunn Masonry CUP			\$41.25
Invoice	8026886 2/1/2024				
Cash Payment	E 101-41510-351 Legal Notices Publishing	Public Hearing Notice: TIF District 4-2			\$133.88
Invoice	8027053 2/22/2024				
Transaction Date	3/7/2024	General Checking	10100	Total	\$175.13
Refer	100056 XYLEM WATER SOLUTIONS USA I	-			
Cash Payment	E 605-49350-227 System repair & mainte	Wastewater Dept:UV System Part - Bulbs - Qty 4, Wipers - Qty 16, Brushes - Qty 4			\$1,340.46
Invoice	3556D13496 2/27/2024				
Transaction Date	3/8/2024	General Checking	10100	Total	\$1,340.46

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Payments

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Current Period: March 2024

Fund Summary

	10100 General Checking	
101 GENERAL FUND		\$17,779.71
201 BUILDING INSPECTOR FEES		\$1,439.29
220 FIRE DEPARTMENT		\$2,712.82
230 PARK AND RECREATION		\$54.55
290 COMMUNITY CENTER		\$837.87
401 GENERAL CAPITAL PROJECTS		\$45,287.50
409 PW FLEET EQUIP CAPITAL		\$12,900.00
506 2023 STREET IMPROVEMENT		\$843.00
601 WATER FUND		\$10,264.58
602 SANITARY SEWER FUND		\$422.45
605 WASTEWATER PLANT		\$14,797.51
700 DEVELOPERS ESCROW		\$3,713.00
		<hr/>
		\$111,052.28

Pre-Written Checks	\$4,723.80
Checks to be Generated by the Computer	\$106,328.48
	<hr/>
Total	\$111,052.28

CITY OF MONTROSE

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*Check Summary Register©

Batch: 03-11-2024 EDA Clms

Name		Check Date	Check Amt	
10150	EDA Cash			
1104	INITIATIVE FOUNDATION	3/11/2024	\$260.00	2024 Annual Contribution
		Total Checks	\$260.00	

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Payments

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Current Period: March 2024

Payments Batch 03-11-2024 EDA Clms \$260.00

Refer 100057 INITIATIVE FOUNDATION -
Cash Payment E 275-46500-433 Dues and Subscriptions 2024 Annual Contribution \$260.00
Invoice 13482 2/16/2024
Transaction Date 3/8/2024 EDA Cash 10150 Total \$260.00

Fund Summary

	10150 EDA Cash
275 ECONOMIC DEVELOPMENT AUTHORITY	\$260.00
	<hr/>
	\$260.00

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$260.00
	<hr/>
Total	\$260.00

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Monthly Adjustments

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Account	Tran Type	Charge Name	Charge Type	Amount	Date
01-00004172-00-	Adjustment	Combo Water	Service	(\$1.08)	2/29/2024
01-00002530-00-	Adjustment	Sewer Collection	Service	(\$16.93)	2/29/2024
01-00002530-00-	Adjustment	WWTP	Service	(\$17.37)	2/29/2024
01-00002530-00-	Adjustment	Annual State Wa	Service	(\$0.60)	2/29/2024
01-00002530-00-	Adjustment	Storm Water	Service	(\$4.83)	2/29/2024
01-00005024-00-	Adjustment	Combo Water	Service	(\$1.23)	2/29/2024
01-00005024-00-	Adjustment	Sewer Collection	Service	(\$1.00)	2/29/2024
01-00002530-00-	Adjustment	R Water	Service	(\$19.81)	2/29/2024
01-00005024-00-	Adjustment	Storm Water	Service	(\$0.41)	2/29/2024
01-00001149-00-	Adjustment	Storm Water	Service	(\$0.39)	2/21/2024
01-00004172-00-	Adjustment	Sewer Collection	Service	(\$0.63)	2/29/2024
01-00004172-00-	Adjustment	WWTP	Service	(\$0.69)	2/29/2024
01-00004172-00-	Adjustment	Storm Water	Service	(\$0.39)	2/29/2024
00-00005063-01-	Adjustment		UR	(\$100.00)	2/16/2024
01-00001149-00-	Adjustment	R Water	Service	(\$0.87)	2/21/2024
01-00001149-00-	Adjustment	Sewer Collection	Service	(\$0.73)	2/21/2024
01-00001149-00-	Adjustment	WWTP	Service	(\$0.78)	2/21/2024
01-00005024-00-	Adjustment	WWTP	Service	(\$1.04)	2/29/2024
				(\$168.78)	

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



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 2024

Printed on March 1, 2024

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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911 Abandoned Total: 2

02/23/24 18:08	911 Abandoned	2024016072			911
02/24/24 02:23	911 Abandoned	2024016224			911

911 Hang-up Total: 2

02/03/24 19:23	911 Hang-up	2024009810			911
02/28/24 18:22	911 Hang-up	2024017606			911

911 Open Line Total: 7

02/05/24 14:43	911 Open Line	2024010360			911
02/06/24 05:04	911 Open Line	2024010559			911
02/06/24 14:35	911 Open Line	2024010690			911
02/11/24 10:13	911 Open Line	2024012274			911
02/17/24 14:31	911 Open Line	2024014242			911
02/22/24 06:49	911 Open Line	2024015546			911
02/28/24 10:48	911 Open Line	2024017501			911

Abuse Total: 1

02/07/24 10:33	Abuse	2024010935	Abuse	WP24003486	Phone
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Check Welfare Total: 11

02/01/24 14:21	Check Welfare	2024009117	Check Welfare	WP24002899	Phone
02/02/24 12:18	Check Welfare	2024009369	Check Welfare	WP24002983	Phone
02/02/24 12:23	Check Welfare	2024009370	Check Welfare	WP24002990	Phone
02/08/24 17:07	Check Welfare	2024011382	Check Welfare	WP24003650	911
02/08/24 18:04	Check Welfare	2024011402			911
02/09/24 09:35	Check Welfare	2024011586	Check Welfare	WP24003701	Phone
02/13/24 16:12	Check Welfare	2024013010	Check Welfare	WP24004119	Phone
02/19/24 08:03	Check Welfare	2024014683	Check Welfare	WP24004593	911
02/21/24 18:09	Check Welfare	2024015429	Check Welfare	WP24004840	Phone
02/22/24 09:59	Check Welfare	2024015592	Check Welfare	WP24004875	Phone
02/23/24 14:13	Check Welfare	2024016001	Check Welfare	WP24004991	911

Check Welfare; Agency Assist Total: 1

02/29/24 18:15	Check Welfare; Agency	2024017863	Check Welfare	WP24005596	Phone
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Citizen Aid Total: 5

02/07/24 05:26	Citizen Aid	2024010876	Citizen Aid	WP24003466	911
02/07/24 22:23	Citizen Aid	2024011163	Citizen Aid	WP24003555	Phone
02/12/24 11:15	Citizen Aid	2024012634	Citizen Aid	WP24004007	Phone
02/12/24 18:12	Citizen Aid	2024012758	Citizen Aid	WP24004054	Phone
02/25/24 18:23	Citizen Aid	2024016747	Harassment	WP24005213	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Civil Complaint Total: 9					
02/01/24 14:53	Civil Complaint	2024009126	Civil Complaint	WP24002902	
02/03/24 11:30	Civil Complaint	2024009656	Civil Complaint	WP24003063	Phone
02/07/24 12:30	Civil Complaint	2024010975	Civil Complaint	WP24003496	
02/10/24 11:12	Civil Complaint	2024011950	Civil Complaint	WP24003815	Phone
02/12/24 16:15	Civil Complaint	2024012721	Civil Complaint	WP24004045	911
02/18/24 18:25	Civil Complaint	2024014575	Civil Complaint	WP24004565	911
02/28/24 15:06	Civil Complaint	2024017551	Civil Complaint	WP24005487	Phone
02/28/24 18:20	Civil Complaint	2024017603	Civil Complaint	WP24005514	Phone
02/29/24 12:27	Civil Complaint	2024017768	Civil Complaint	WP24005561	Phone
Civil Process Total: 13					
02/01/24 15:07	Civil Process	2024009134			Officer
02/02/24 12:40	Civil Process	2024009373			Officer
02/08/24 16:10	Civil Process	2024011368			Officer
02/09/24 09:44	Civil Process	2024011589			Officer
02/12/24 10:39	Civil Process	2024012617			Officer
02/14/24 13:50	Civil Process	2024013291			Officer
02/14/24 15:56	Civil Process	2024013331			Officer
02/15/24 15:32	Civil Process	2024013655	Civil Process	WCVL24004309	Officer
02/21/24 17:43	Civil Process	2024015420	Civil Process	WCVL24004843	Officer
02/22/24 16:17	Civil Process	2024015740			Officer
02/26/24 10:50	Civil Process	2024016907			Officer
02/26/24 13:55	Civil Process	2024016975			Officer
02/27/24 15:15	Civil Process	2024017314			Officer
Commercial General Alarm Total: 1					
02/17/24 12:40	Commercial General	2024014218			Phone
Court Order Violation Total: 1					
02/01/24 04:04	Court Order Violation	2024009009	Court Order Violation	WP24002867	911
Criminal Damage to Property Total: 2					
02/05/24 17:33	Criminal Damage to	2024010432	Criminal Damage to Property	WP24003323	Phone
02/19/24 07:45	Criminal Damage to	2024014680	Criminal Damage to Property	WP24004588	Phone
Disabled Vehicle Total: 1					
02/19/24 06:30	Disabled Vehicle	2024014669			Phone
Disorderly Total: 2					
02/12/24 09:04	Disorderly	2024012591	Medical - Psychiatric -	WP24003996	911
02/12/24 16:05	Disorderly	2024012714	Disorderly	WP24004039	911
Domestic Disturbance Total: 3					
02/08/24 13:35	Domestic Disturbance	2024011319	Domestic Disturbance	WP24003629	911
02/11/24 21:56	Domestic Disturbance	2024012484	Domestic Disturbance	WP24003972	911
02/14/24 19:49	Domestic Disturbance	2024013391	Domestic Disturbance	WP24004229	Phone
Drugs Total: 2					

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/21/24 08:43	Drugs	2024015258	Drugs	WP24004779	Phone
02/22/24 11:07	Drugs	2024015623	Drugs	WSIU24004886	
Extra Patrol Total: 1					
02/01/24 12:18	Extra Patrol	2024009091	Extra Patrol	WP24002891	Phone
Fraud - Internet Total: 1					
02/21/24 15:14	Fraud - Internet	2024015368	Fraud - Internet	WP24004820	Phone
Funeral Escort Total: 1					
02/17/24 09:29	Funeral Escort	2024014154			Phone
Harassment Total: 2					
02/15/24 21:50	Harassment	2024013752	Harassment	WP24004328	911
02/25/24 19:58	Harassment	2024016768	Medical - Psychiatric -	WP24005219	Phone
Intoxicated Person Total: 1					
02/23/24 18:56	Intoxicated Person	2024016088	Intoxicated Person	WP24005032	911
Juvenile - Complaint Total: 1					
02/26/24 18:04	Juvenile - Complaint	2024017086	Juvenile - Complaint	WP24005308	Phone
Juvenile - Complaint; Dispatch - CAD - Addressing Problems Total: 1					
02/11/24 17:49	Juvenile - Complaint;	2024012402	Domestic Disturbance	WP24003950	911
Lift Assist Total: 2					
02/13/24 20:58	Lift Assist	2024013111			
02/26/24 08:53	Lift Assist	2024016869			
Medical - Bleeding - Lacerations Total: 1					
02/07/24 19:30	Medical - Bleeding -	2024011108			911
Medical - Breathing Problems Total: 1					
02/05/24 13:38	Medical - Breathing	2024010334			911
Medical - Overdose - Poisoning Total: 1					
02/06/24 21:44	Medical - Overdose -	2024010820			911
Medical - Psychiatric - Behavioral Total: 5					
02/06/24 09:38	Medical - Psychiatric -	2024010615	Medical - Psychiatric -	WP24003366	Phone
02/13/24 14:41	Medical - Psychiatric -	2024012987	Medical - Psychiatric -	WP24004111	Phone
02/22/24 17:45	Medical - Psychiatric -	2024015773	Medical - Psychiatric -	WP24004932	Phone
02/28/24 12:41	Medical - Psychiatric -	2024017519	Medical - Psychiatric -	WP24005463	911
02/28/24 18:22	Medical - Psychiatric -	2024017605	Check Welfare	WP24005513	911
Medical - Sick Total: 5					
02/03/24 19:23	Medical - Sick	2024009809			911
02/13/24 13:20	Medical - Sick	2024012966			911
02/13/24 13:52	Medical - Sick	2024012976			911
02/18/24 10:55	Medical - Sick	2024014471			911
02/25/24 10:16	Medical - Sick	2024016573			911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Medical - Unconscious - Fainting Total: 1					
02/04/24 13:32	Medical - Unconscious -	2024010040	Death Investigation - Natural	WP24003188	911
Motorist Aid Total: 2					
02/21/24 12:43	Motorist Aid	2024015325			
02/26/24 17:44	Motorist Aid	2024017073			
MVA - Car Deer Total: 2					
02/06/24 21:48	MVA - Car Deer	2024010821			Phone
02/07/24 12:59	MVA - Car Deer	2024010985	MVA - Car Deer	WP24003500	Phone
MVA - No Injuries Total: 2					
02/15/24 08:05	MVA - No Injuries	2024013521	MVA - No Injuries	WP24004264	911
02/21/24 06:12	MVA - No Injuries	2024015231	Agency Assist	WP24004770	
Neighborhood Dispute Total: 1					
02/19/24 16:25	Neighborhood Dispute	2024014810	Neighborhood Dispute	WP24004649	
Noise Total: 1					
02/26/24 09:03	Noise	2024016876	Noise	WP24005250	
Parking Total: 5					
02/01/24 10:00	Parking	2024009058	Parking	WP24002877	
02/07/24 13:09	Parking	2024010987	Parking	WP24003501	
02/07/24 13:19	Parking	2024010992	Parking	WP24003505	
02/15/24 06:47	Parking	2024013500	Parking	WP24004259	
02/24/24 22:02	Parking	2024016489	Suspicious - Person - Vehicle	WP24005139	
Phone Call Total: 2					
02/05/24 15:50	Phone Call	2024010393			Other
02/28/24 16:27	Phone Call	2024017572			Other
POR Check Total: 1					
02/08/24 13:36	POR Check	2024011321			Officer
Prowler Total: 1					
02/05/24 19:20	Prowler	2024010465	Prowler	WP24003332	911
Residential General Alarm Total: 1					
02/08/24 14:00	Residential General	2024011329			Phone
SIA Area Watch Total: 5					
02/02/24 16:52	SIA Area Watch	2024009448			
02/06/24 07:27	SIA Area Watch	2024010577			
02/07/24 11:19	SIA Area Watch	2024010951			
02/08/24 10:50	SIA Area Watch	2024011283			
02/23/24 07:29	SIA Area Watch	2024015917			
SIA Business Walk Through Total: 4					
02/08/24 11:04	SIA Business Walk	2024011288			
02/15/24 10:21	SIA Business Walk	2024013561			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/21/24 10:04	SIA Business Walk	2024015277			
02/21/24 10:33	SIA Business Walk	2024015289			
SIA Citizen Aid Total: 2					
02/08/24 19:28	SIA Citizen Aid	2024011430	SIA Citizen Aid	WP24003662	
02/17/24 18:58	SIA Citizen Aid	2024014320			
SIA City Council - City Hall Total: 1					
02/12/24 17:59	SIA City Council - City	2024012752			Officer
SIA Human Services Total: 1					
02/14/24 09:58	SIA Human Services	2024013230			
SIA Other Total: 3					
02/01/24 22:44	SIA Other	2024009246			
02/08/24 10:10	SIA Other	2024011280	Check Welfare	WP24003616	
02/21/24 12:48	SIA Other	2024015326			
SIA School Check Total: 1					
02/15/24 10:38	SIA School Check	2024013569			
Suspicious - Circumstances Total: 3					
02/11/24 22:14	Suspicious -	2024012491	Suspicious - Circumstances	WP24003974	Phone
02/16/24 22:59	Suspicious -	2024014079	Suspicious - Circumstances	WP24004427	Phone
02/23/24 11:40	Suspicious -	2024015969	Suspicious - Circumstances	WP24004970	911
Suspicious - Person - Vehicle Total: 7					
02/03/24 12:33	Suspicious - Person -	2024009676	Suspicious - Person - Vehicle	WP24003068	Phone
02/04/24 04:04	Suspicious - Person -	2024009935	Suspicious - Person - Vehicle	WP24003146	911
02/04/24 23:18	Suspicious - Person -	2024010194	Suspicious - Person - Vehicle	WP24003236	Phone
02/16/24 05:50	Suspicious - Person -	2024013800	Suspicious - Person - Vehicle	WP24004337	Phone
02/19/24 16:23	Suspicious - Person -	2024014809	Suspicious - Person - Vehicle	WP24004646	Phone
02/22/24 00:20	Suspicious - Person -	2024015519	Suspicious - Person - Vehicle	WP24004860	Phone
02/23/24 19:22	Suspicious - Person -	2024016099	Suspicious - Person - Vehicle	WP24005037	Phone
Threats Total: 2					
02/02/24 20:58	Threats	2024009534	Threats	WP24003022	Phone
02/03/24 20:26	Threats	2024009835	Threats	WP24003110	Phone
Traffic - Complaint Total: 5					
02/01/24 20:24	Traffic - Complaint	2024009209	Traffic - Complaint	WP24002931	911
02/07/24 16:47	Traffic - Complaint	2024011063	Traffic - Complaint	WP24003531	Phone
02/15/24 12:54	Traffic - Complaint	2024013609	Traffic - Complaint	WP24004282	Phone
02/21/24 21:14	Traffic - Complaint	2024015487	Traffic - Complaint	WP24004854	Phone
02/26/24 19:19	Traffic - Complaint	2024017110	Traffic - Complaint	WP24005314	Phone
Traffic - Hazard Total: 1					
02/23/24 18:58	Traffic - Hazard	2024016089	Traffic - Hazard	WP24005033	Phone
Traffic Stop Total: 80					
02/01/24 21:19	Traffic Stop	2024009226			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/01/24 21:23	Traffic Stop	2024009227			Officer
02/02/24 19:10	Traffic Stop	2024009504			Officer
02/02/24 20:58	Traffic Stop	2024009535			Officer
02/02/24 21:30	Traffic Stop	2024009544	Traffic Stop	WP24003023	Officer
02/03/24 11:49	Traffic Stop	2024009662			Officer
02/03/24 20:37	Traffic Stop	2024009839			Officer
02/03/24 21:54	Traffic Stop	2024009864			Officer
02/04/24 10:11	Traffic Stop	2024009985			Officer
02/04/24 13:27	Traffic Stop	2024010037			Officer
02/04/24 16:55	Traffic Stop	2024010090			Officer
02/04/24 21:02	Traffic Stop	2024010164			Officer
02/05/24 00:07	Traffic Stop	2024010202			Officer
02/05/24 00:54	Traffic Stop	2024010207			Officer
02/05/24 01:02	Traffic Stop	2024010208			Officer
02/05/24 03:56	Traffic Stop	2024010219	Traffic Stop	WP24003248	Officer
02/05/24 22:53	Traffic Stop	2024010519			Officer
02/07/24 12:32	Traffic Stop	2024010978			Officer
02/07/24 13:11	Traffic Stop	2024010989	Traffic Stop	WP24003502	Officer
02/07/24 22:44	Traffic Stop	2024011172	Traffic Stop	WP24003558	Officer
02/08/24 10:06	Traffic Stop	2024011278			Officer
02/08/24 20:00	Traffic Stop	2024011436			Officer
02/08/24 20:10	Traffic Stop	2024011441			Officer
02/08/24 20:19	Traffic Stop	2024011447			Officer
02/08/24 21:54	Traffic Stop	2024011483			Officer
02/08/24 22:25	Traffic Stop	2024011497			Officer
02/09/24 05:13	Traffic Stop	2024011542			Officer
02/09/24 18:45	Traffic Stop	2024011772			Officer
02/09/24 18:51	Traffic Stop	2024011775			Officer
02/09/24 19:25	Traffic Stop	2024011788	Traffic Stop	WP24003771	Officer
02/09/24 20:01	Traffic Stop	2024011795			Officer
02/09/24 20:21	Traffic Stop	2024011805			Officer
02/09/24 20:26	Traffic Stop	2024011807			Officer
02/09/24 21:54	Traffic Stop	2024011832			Officer
02/10/24 17:23	Traffic Stop	2024012073			Officer
02/10/24 20:22	Traffic Stop	2024012144			Officer
02/10/24 20:31	Traffic Stop	2024012147			Officer
02/10/24 21:41	Traffic Stop	2024012176			Officer
02/11/24 01:20	Traffic Stop	2024012223			Officer
02/11/24 16:28	Traffic Stop	2024012378			Officer
02/13/24 19:51	Traffic Stop	2024013077			Officer
02/13/24 22:33	Traffic Stop	2024013141			Officer
02/13/24 23:15	Traffic Stop	2024013148			Officer
02/15/24 15:01	Traffic Stop	2024013642			Officer
02/15/24 16:39	Traffic Stop	2024013675			Officer
02/16/24 18:54	Traffic Stop	2024014000			Officer
02/16/24 19:48	Traffic Stop	2024014014			Officer
02/16/24 20:57	Traffic Stop	2024014043	Traffic Stop	WP24004415	Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/16/24 21:32	Traffic Stop	2024014054			Officer
02/17/24 10:16	Traffic Stop	2024014168	Traffic Stop	WP24004453	Officer
02/17/24 14:35	Traffic Stop	2024014243			Officer
02/17/24 22:00	Traffic Stop	2024014386			Officer
02/17/24 23:48	Traffic Stop	2024014407			Officer
02/18/24 10:46	Traffic Stop	2024014469	Traffic Stop	WP24004533	Officer
02/18/24 10:57	Traffic Stop	2024014473	Traffic Stop	WP24004536	Officer
02/18/24 11:15	Traffic Stop	2024014477			Officer
02/18/24 19:20	Traffic Stop	2024014586			Officer
02/18/24 19:35	Traffic Stop	2024014589	Traffic Stop	WP24004571	Officer
02/18/24 20:57	Traffic Stop	2024014611			Officer
02/19/24 14:42	Traffic Stop	2024014773	Traffic Stop	WP24004625	Officer
02/19/24 18:07	Traffic Stop	2024014841	Traffic Stop	WP24004657	Officer
02/20/24 19:52	Traffic Stop	2024015159			Officer
02/20/24 20:43	Traffic Stop	2024015175			Officer
02/21/24 22:46	Traffic Stop	2024015507			Officer
02/22/24 08:41	Traffic Stop	2024015563			Officer
02/22/24 08:54	Traffic Stop	2024015570			Officer
02/22/24 19:32	Traffic Stop	2024015810			Officer
02/22/24 21:13	Traffic Stop	2024015842			Officer
02/22/24 21:37	Traffic Stop	2024015852			Officer
02/22/24 21:54	Traffic Stop	2024015856			Officer
02/23/24 22:02	Traffic Stop	2024016162			Officer
02/23/24 22:54	Traffic Stop	2024016180			Officer
02/24/24 09:50	Traffic Stop	2024016271			Officer
02/24/24 18:20	Traffic Stop	2024016422			Officer
02/26/24 17:28	Traffic Stop	2024017067			Officer
02/27/24 01:35	Traffic Stop	2024017173	Traffic Stop	WP24005329	Officer
02/28/24 20:19	Traffic Stop	2024017630			Officer
02/28/24 21:40	Traffic Stop	2024017652	DUI	WP24005529	Officer
02/29/24 21:20	Traffic Stop	2024017915			Officer
02/29/24 22:06	Traffic Stop	2024017930			Officer

Unwanted Person Total: 1

02/01/24 18:22	Unwanted Person	2024009180	Unwanted Person	WP24002926	911
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Vehicle Off Road Total: 1

02/14/24 19:48	Vehicle Off Road	2024013390			911
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Warrant - Attempt Total: 2

02/07/24 11:44	Warrant - Attempt	2024010958			Officer
02/25/24 18:58	Warrant - Attempt	2024016756	Warrant - Attempt	WP24005215	

Total Records: 224

Montrose/Waverly Patrol Hour Summary

Hours Purchased Per Contract:	5,856.00
Starting Hours (beginning of month):	5,375.00
M-T-D (detailed below):	447.50
Balance going forward (to next month):	4,927.50
Y-T-D:	928.50

** Estimated Hours not verified by final monthly payroll

Shift Start

Date	Shift Start Time	Shift Stop Date	Shift Stop Time	Schedule	Position	Time Type	Regular Hours
1-Feb-23	16:00	2-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		10
1-Feb-23	10:00	1-Feb-23	16:00	Montrose/Wave	4620 Sheriff Gener		6
2-Feb-23	16:00	3-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		10
2-Feb-23	10:00	2-Feb-23	16:00	Montrose/Wave	4620 Sheriff Gener		6
3-Feb-23	18:00	4-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
3-Feb-23	10:00	3-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
4-Feb-23	18:00	5-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
4-Feb-23	10:00	4-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
5-Feb-23	18:00	6-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
5-Feb-23	10:00	5-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
6-Feb-23	18:00	7-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
6-Feb-23	10:00	6-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
7-Feb-23	18:00	8-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
7-Feb-23	10:00	7-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
8-Feb-23	18:00	9-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
8-Feb-23	10:00	8-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
9-Feb-23	18:00	10-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
9-Feb-23	10:00	9-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
10-Feb-23	18:00	11-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
10-Feb-23	10:00	10-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
11-Feb-23	18:00	12-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
11-Feb-23	10:00	11-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
12-Feb-23	18:00	13-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		8
12-Feb-23	10:00	12-Feb-23	18:00	Montrose/Wave	4620 Sheriff Gener		8
13-Feb-23	16:00	14-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		10
13-Feb-23	10:00	13-Feb-23	16:00	Montrose/Wave	4620 Sheriff Gener		6
14-Feb-23	16:00	14-Feb-23	20:00	Montrose/Wave	4630 Sheriff Gener		4
14-Feb-23	20:00	14-Feb-23	21:30	Extra Hours: Mo	4630 EOS Premium		1.5
14-Feb-23	10:00	14-Feb-23	16:00	Montrose/Wave	4620 Sheriff Gener		6
15-Feb-23	6:00	15-Feb-23	16:00	Montrose/Wave	4620 Sheriff Gener		10
15-Feb-23	20:00	16-Feb-23	2:00	Montrose/Wave	4630 Sheriff Gener		6
16-Feb-23	6:00	16-Feb-23	15:00	Montrose/Wave	4620 Sheriff Gener		9

16-Feb-23	20:00	17-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	6
16-Feb-23	16:00	16-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	2
17-Feb-23	18:00	18-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
17-Feb-23	10:00	17-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
18-Feb-23	18:00	19-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
18-Feb-23	10:00	18-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
19-Feb-23	18:00	20-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
19-Feb-23	10:00	19-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
20-Feb-23	18:00	21-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
20-Feb-23	10:00	20-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
21-Feb-23	18:00	22-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
21-Feb-23	12:00	21-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	6
21-Feb-23	10:00	21-Feb-23	12:00 Montrose/Wave	4620 Sheriff Gener:	2
22-Feb-23	18:00	23-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
22-Feb-23	10:00	22-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
23-Feb-23	18:00	24-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
23-Feb-23	10:00	23-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
24-Feb-23	18:00	25-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
24-Feb-23	6:00	24-Feb-23	16:00 Montrose/Wave	4620 Sheriff Gener:	10
25-Feb-23	18:00	26-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
25-Feb-23	10:00	25-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
26-Feb-23	18:00	27-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	8
26-Feb-23	10:00	26-Feb-23	18:00 Montrose/Wave	4620 Sheriff Gener:	8
27-Feb-23	15:00	27-Feb-23	16:00 Extra Hours: Mo	4630 Sheriff Gener:	1
27-Feb-23	16:00	28-Feb-23	2:00 Montrose/Wave	4630 Sheriff Gener:	10
27-Feb-23	10:00	27-Feb-23	16:00 Montrose/Wave	4620 Sheriff Gener:	6
28-Feb-23	16:00	1-Mar-23	2:00 Montrose/Wave	4630 Sheriff Gener:	10
28-Feb-23	10:00	28-Feb-23	16:00 Montrose/Wave	4620 Sheriff Gener:	6

TOTAL: 447.50


DDA

David Drown Associates, Inc.
Public Finance Advisors

Cologne Office:
 10555 Orchard Road
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 Phone: (952) 356-2992
shannon@daviddrown.com

March 6, 2024

City of Montrose
 Attn: Jessica Bonniwell
 P.O. Box 25
 Montrose, MN 55363

RE: Proposed Tax Increment Financing District 4-2
JP Land, LLC – Preserve of Montrose

Dear Administrator Bonniwell:

At the recommendation of the Economic Development Authority on January 9, 2024 the City Council called for a public hearing to be held on March 11, 2024 to receive public comment on the creation of Tax Increment Financing District 4-2 (a housing TIF District). The purpose for the creation of TIF District 4-2 would be to provide a subsidy for qualified development within The Preserve of Montrose Plat.

As a part of the process for creating a new TIF District, on February 14, 2024 the Planning Commission approved a resolution making the following findings:

The proposed development of the project area as described in the modified Municipal Development Program and Tax Increment Financing Plan are generally consistent with the City's development plan and zoning ordinances, will serve to complement the City's plans for creation of development opportunities in the City, and will serve to promote the City's development objectives.

A draft tax increment financing plan for TIF District 4-2 has been provided to Wright County and the BHM School District along with notification of the public hearing. A copy of the draft TIF plan is attached for consideration.

Based on terms discussed with the Economic Development Authority and the Developer, a Contract for Private Development has been drafted by Ron Batty of Kennedy & Graven which has been circulated to the Developer. The draft agreement provides specific terms and conditions for the provision of tax increment financing assistance (copy attached).

JP Land, LLC is requesting pay-as-you-go tax increment financing assistance which is the reimbursement of new property taxes captured within the tax increment district for a term of up to 24-years. Property taxes would be paid by the new homeowners within the project area in the same manner as all taxable property owners in the community (based on valuation and tax rate) which are collected by Wright County. Wright County then separates out that portion of the property taxes collected that are tax increments and include new city, county, and some school district property taxes that are generated within the boundaries of the tax increment financing district by new development. Those taxes are distributed separately to the City and are not part of the general tax levy.

In a housing tax increment financing district, increments can only be captured from those housing units that meet specific income thresholds. For owner-occupied housing that threshold is that 95% of the units must be initially occupied by persons whose median gross income is no

greater than 100% of the median gross income for the County or State (whichever is greater) for a family of two or fewer. For a family of three or more, that threshold is increased to 115% of median gross income (State or County, whichever is greater). The developer will be required to certify to the City that the first occupant of each unit meets the requirement. In the event that a unit is sold to an unqualified first occupant, that unit would be removed from the TIF District, tax increment would not be captured, and the developer would not receive tax increments from that unit.

Tax increments would be reimbursed to JP Land, LLC if all conditions within the agreement have been satisfied including the income requirements outlined above. Under the proposed terms of the agreement, the reimbursement of tax increments would start on August 1, 2027 with first half tax collections that year. The reimbursement amount would be capped at \$2,053,043 of project costs documented and incurred, and would discontinue after February 1, 2051 (for taxes collected in 2050), whichever occurs first. JP Land, LLC is required to substantially complete the construction of the Phase 1 project including 36-housing units by December 31, 2026.

If a property owner within the TIF District fails to pay property taxes, or a home is sold to an unqualified first occupant, or if no new homes are built within the TIF District, tax increments will not be collected by the county or be distributed to the city. In that instance the city has no obligation to make a reimbursement of tax increment to the developer. The city's only obligation in a pay-as-you-go contract is to reimburse a negotiated portion of the tax increments collected by the county and distributed to the city during the subsidy term.

JP Land, LLC has indicated that they are considering a build out of the project in three phases in the following manner:

- Phase 1 – Spring of 2024 which includes 36 lots
- Phase 2 – Spring of 2027 which includes 69 lots
- Phase 3 – Spring of 2031 which includes 69 lots

The tax increment plan has been drafted taking all phases of the project into consideration but does not obligate the City to assist future phases. The proposed subsidy is only tied to the first phase of the development which is 36-units. If additional subsidy is required for the subsequent phases, it will require City Council action to either modify the existing agreement, or negotiate a new agreement for the remaining phases.

To achieve the level of reimbursement requested it is projected that JP Land, LLC would need to construct at least 12-units per year assuming that tax rates remain the same or move higher and valuations of individual units average \$284,307 for the duration of the subsidy term.

Enclosed for council consideration following the public hearing is a resolution providing for the creation of TIF District No. 4-2. If the terms of the Contract for Private Development are satisfactory to the City Council, a motion authorizing its execution would be required as well.

Sincerely,



Shannon Sweeney, Associate
David Drown Associates, Inc.

DRAFT

City of Montrose, Minnesota

Modification of Municipal Development District No. 4

&

Tax Increment Financing District No. 4-2

(The Preserve of Montrose)

To be Adopted: March 11, 2024



DDA

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Public Finance Advisors

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Modification to Municipal Development District No. 4

Preface

This Development District is being modified in conjunction with the creation of TIF District 4-2 which is being created to promote housing development. The Development Program for Municipal Development District No. 4 is hereby modified as follows:

Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the City Council of the City of Montrose, Minnesota.

"City" means the City of Montrose, Minnesota, a municipal corporation and political subdivision of the State of Minnesota.

"City Council" means the City Council of the City; also referred to as the "Governing Body."

"County" means Wright County, Minnesota.

"Development District" means Municipal Development District No. 4 of the City, which has been created and established pursuant to and in accordance with the Development District Act, the boundaries of which are described in Section E.

"Development District Act" means Minnesota Statutes, Sections 469.124 through 469.134, both inclusive.

"Development Program" means the Development Program for the Development District.

"Land Use Regulations" means all federal, state and local laws, rules, regulations, ordinances and plans relating to or governing the use or development of land in the City, including but not limited to environmental, zoning and building code laws and regulations.

"Project Area" means the geographic area of the Development District.

"Public Costs" means the costs of land acquisition, site improvements, public infrastructure, and repayment of debt service on tax increment bonds, and other eligible costs as set forth in the Development Program and Tax Increment Financing Plan(s).

"School District" means the Independent School District No. 877 in Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means any tax increment financing district presently established or to be established in the future in the Development District.

"TIF Plan" means the respective Tax Increment Financing Plan for each TIF District located within the Development District.

Section B Statutory Authorization

The Development District Act authorizes the Authority, upon certain public purpose findings by the City Council, to establish and designate development districts within the City and to develop and administer development programs therefore to meet the needs and accomplish the public purposes specified in Section C. In accordance with the purposes set forth in Section 469.124 of the Development District Act, the Authority has established the Development District comprising the area described in Section E and has adopted this Development Program.

The TIF Act also authorizes the Authority to establish and administer tax increment financing districts within the Development District. Eligible public costs of the Development District and TIF District may be paid from tax increments collected from the TIF District.

Section C Statement of Need and Public Purpose

The City Council has determined that there is a need for the City to take certain actions it deems necessary in order to encourage, ensure and facilitate development and redevelopment by the private sector of underutilized, inappropriately used and unused land located within the corporate limits of the City. Such actions are necessary in order to provide additional employment opportunities for residents of the City and the surrounding area; to improve the tax base of the City, the County and the School District, thereby enabling them to better provide needed public services; and to improve the general economy of the City, the County and the State.

Section D Statement of Objectives

The establishment of the Development District, pursuant to the Development District Act, is in the best interests of the City and its residents, and is necessary in order to give the Authority the ability to meet certain public purpose objectives that would otherwise not be obtainable in the foreseeable future without intervention by the Authority in the normal development process.

The Authority intends, to the extent permitted by law, to accomplish the following objectives through the implementation of the Development Program:

- (1) Provide for the construction and financing of Public Costs in the Development District, which are necessary for the orderly and beneficial development of the Development District.
- (2) Promote and secure the prompt and unified development and redevelopment of certain property in the Development District, such property is not now in productive use or in its highest and best use, with a minimum adverse impact on the environment, and thereby promote and secure the desirable development of other land in the City.
- (3) Promote and secure additional employment opportunities within the Development District for residents of the City and the surrounding area, thereby improving living standards and reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
- (4) Secure the increase of market values of property subject to taxation by the City, the County, the School District, and other taxing jurisdictions in order to enable such entities to pay for governmental services and programs that they are required to provide.
- (5) Encourage the expansion and improvement of local business and economic development whenever possible.

Section E Boundaries of the Development District

The boundaries of the Development District are coterminous with the corporate limits of the City, as may be modified from time to time, and are identified in Exhibit 1 of this document.

Section F Development Activities

The Authority will perform or cause to be performed, to the extent permitted by law, all project activities pursuant to the Development District Act, the TIF Act and other applicable state laws. In doing so the Authority anticipates that the following may be undertaken:

- (1) The making of studies, planning and other formal and informal activities relating to the Development Program.
- (2) The implementation and administration of the Development Program.
- (3) The acquisition of property, or interests in property, by purchase or condemnation, when such acquisition is consistent with the objectives of the Development District.
- (4) The preparation of property for use and development in accordance with applicable land use regulations, including demolition of structures, clearance of sites, placement of fill and grading and other site improvements.
- (5) The resale of property to private parties.

- (6) The construction or reconstruction of public improvements, including but not limited to, streets, storm sewer, sanitary sewer, water and curb and gutter improvements.
- (7) The issuance of tax increment bonds and the use of tax increments, or other funds available to the City, to pay or finance the Public Costs of the Development Program.
- (8) The use of tax increments to pay debt service on tax increment bonds or otherwise pay or reimburse with interest the Public Costs of the Development Program.

Section G Payment of Public Costs

Public Costs of the Development Program will be paid primarily from tax increments and/or proceeds of tax increment bonds. Such costs are identified in the TIF Plan for the corresponding TIF District located within the Development District. The Authority reserves the right to utilize other available sources of revenue to pay for a portion of the Public Costs.

Section H Environmental Controls; Land Use Regulations

All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental controls and all applicable land use regulations.

Section I Park and Open Space to be Created

Park and open space created within the Development District will be done in accordance with the zoning and platting ordinances or standards of the City.

Section J Property Acquisition and Proposed Reuse

The Authority may acquire property for public or private development purposes. Prior to formal consideration of the acquisition of any property for private development purposes, the City Council will require the execution of a binding development agreement with respect thereto and evidence that tax increments or other funds will be available to repay the Public Costs associated with the proposed acquisition. It is the intent of the Authority to negotiate the acquisition of property whenever possible. Appropriate restrictions regarding the reuse and redevelopment of property will be incorporated into any development agreement to which the Authority is a party.

Section K Administration and Maintenance

Maintenance and operation of the Development District will be the responsibility of the City Administrator who shall serve as administrator of the Development District. The administrator will administer the Development District pursuant to the provisions of Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the City Council. No action taken by the administrator pursuant to the above-mentioned powers shall be effective without authorization by the Authority and the City Council.

Section L Relocation

Any person or business that is displaced as a result of the Development Program will be relocated in accordance with Minnesota Statutes, Sections 117.50 to 117.56. The City accepts its responsibility for providing for relocation assistance pursuant to Section 469.133 of the Development District Act.

Section M Amendments

The Authority reserves the right to alter and amend the Development Program subject to the provisions of state law regulating such action.

Tax Increment Financing Plan for Tax Increment Financing District No. 4-2

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the City Council of the City of Montrose, Minnesota.

"City" means the City of Montrose, Minnesota.

"City Council" means the City Council of the City of Montrose, Minnesota.

"County" means Wright County, Minnesota.

"County Board" means the County Board of the County.

"Developer" means any person undertaking construction or renovation of taxable property within the Project Area.

"Development District" means the City's Municipal Development District No. 4, as modified.

"Development Program" means the Development Program for Municipal Development District No. 4, as modified.

"Project Area" means the geographic area of Municipal Development District No. 4.

"School District" means Independent School District No. 877 (Buffalo-Hanover-Montrose).

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing District No. 4-2.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section 2 Statement of Need and Public Purpose

There is a need for new development within the corporate limits of the City to provide housing opportunities, to improve the tax base, and to improve the general economy of the state.

Section 3 Statutory Authorization

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

Section 4 Statement of Objectives

See the Development Program for Municipal Development District No. 4.

Section 5 Specific Development Expected to Occur in the TIF District

JP Brooks, Inc. (Developer) is planning to complete the infrastructure improvements in The Preserve of Montrose subdivision and ultimately construct 174 attached housing units in three phases. The housing units would be owner-occupied and provide affordable new homes within the City. The Authority intends to support the project by providing tax increment assistance to the Developer.

Section 6 Property to be Included in the TIF District

The TIF District includes parcels identified on the Map in Exhibit 1 and the Parcel List in Exhibit 2. The property includes The Preserve of Montrose plat that started construction of streets/utilities but was ultimately tax-forfeited and acquired by the City. The area encompassed by the TIF District shall also include all street rights-of-way and utility or drainage easements located upon or adjacent to the property described in Exhibits 1 and 2.

Section 7 Estimated Sources and Uses of Funds (Public Costs)

The estimated costs of the proposed development in the TIF District which are eligible for reimbursement with tax increments of the TIF District and the projected sources of revenue available to fund these costs are summarized below.

Uses of Funds (Public Costs)

Capital Costs:

Acquisition	100,000
Housing Project Costs	3,960,000
Site Improvements	1,000,000
Streets & Utilities	<u>3,250,000</u>
	\$8,310,000

Finance Costs

Bond & Note Interest Payments	<u>\$1,250,000</u>
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Administrative Costs

Administrative costs paid with TIF	<u>\$125,760</u>
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Total Uses of Funds	\$9,685,760
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Sources of Funds

Tax Increments	\$9,135,760
Interest Earnings	<u>550,000</u>

Total Sources of Funds	\$9,685,760
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The Authority reserves the right to adjust the amount of any of the capital cost line items listed above or to incorporate additional eligible items, so long as the total estimated capital cost is not increased.

Section 8 Estimated Impact on Other Taxing Jurisdictions

Exhibit 4 shows the estimated impact on other taxing jurisdictions if the projected Retained Captured Net Tax Capacity of the TIF District were hypothetically available to the other jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since only limited development would have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

Section 9 Fiscal and economic implications

M.S. Section 469.175 Subdivision (2b) requires a specific description of the fiscal and economic implications of the proposed TIF District on City-provided services, plus an estimate of the total TIF that will be generated over the life of the TIF District attributable to each taxing jurisdiction.

City Service Costs. The proposed project is anticipated to result in the development of additional owner-occupied housing units. Expected impacts on general government and administration expenses will be minimal as the proposed project is anticipated to have little impact on existing services. The City is expecting that it will provide TIF assistance through a pay-as-you-go agreement with JP Brooks, Inc. or a related company. The City is not planning to issue bonds for public project costs at this time, but reserves the right to do so to promote additional housing.

TIF Attribution. The City projects TIF collections will total \$9,135,760 over the life of the TIF District. Assuming the certified tax rate remains unchanged, \$4,081,959 will come from the City share of taxes; \$3,220,967 from the County share, and \$1,832,834 from the School share of the tax levy.

Section 10 Property to be acquired in the TIF District

The Authority may reimburse the developers or purchasers for the costs of any or all of the property located within the TIF District, and any such acquisition shall be considered authorized by this TIF Plan. Please see Exhibit 2 for parcel information.

Section 11 Estimated Amount of Bonded Indebtedness

The Authority may provide TIF assistance through the issuance of bonds. Therefore, the Authority reserves the right to issue G.O. TIF bonds of which tax increments will be responsible for the repayment of an amount not to exceed \$3,500,000 in principal and \$1,250,000 in interest (including capitalized). M.S. 475.58 Subd. 1 allows for the issuance of bonds that have a principal amount of up to 5 times the amount to be paid with tax increment.

Interfund Loans, including a negative balance in the TIF fund, must be authorized by resolution of the entity advancing the loan, within 60 days of the date money is transferred, advanced or spent. The resolution must include the terms and conditions for repayment of the loan to include, at a minimum, the source of the loan, the principal amount of the loan, the interest rate, and the maximum term. The interest rate to be charged on internal loans shall be 5% based upon the limit of the greater of the rates specified under Minnesota Statutes 270C.40 or 549.09 as of the date this Plan is approved. Terms may be modified or amended by the entity before the latest decertification of any District from which the advance or loan is to be repaid.

Section 12 Designation of TIF District as a Housing District

The Tax Increment District qualifies as a housing district. A housing district is a type of tax increment financing district which consists of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined by federal, state and sometimes local legislation. A housing district may contain and provide assistance to commercial, retail, or other nonresidential uses, as long as the square footage of these uses does not exceed 20% of the total square footage of buildings in the TIF District.

Housing districts are subject to various income limitations. For owner occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code. Generally, the initial occupants must have incomes of 100% or less of statewide median income for families of two or less, and 115% of statewide median income for families of three or more. For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. This requires that at least 40% of the units are rented to families with incomes at or below 60% of county median income, or 20% of the units rented to families with incomes at or below 50% of county median income, adjusted for family size. These requirements apply for the life of the District. The Authority will assure housing development within the District meets the above criteria. The Authority reserves the right, however, to remove property from the TIF District to accommodate proposed housing development(s) which do not meet these criteria.

Section 13 Original Net Tax Capacity

The County Auditor shall certify the Original Net Tax Capacity of the TIF District, which will be the total Net Tax Capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 1, 2023 for taxes payable in 2024 is \$926,000. The Original Net Tax Capacity of the TIF District will be approximately \$11,575.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

1. changes in the tax-exempt status of property;
2. reductions or enlargements of the geographic area of the TIF District;
3. changes due to stipulation agreements or abatements; or
4. changes in classification rates.

Section 14 Original Local Tax Rate

The County Auditor will also certify the Original Tax Capacity Rate of the TIF District. This rate is the sum of all local tax rates that apply to property in the TIF District. This rate must match the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Tax Capacity Rate of the TIF District. The sum of all local tax rates that apply to property in the TIF District for taxes payable in 2023 is **107.280%**. The final Original Local Tax Rate will most likely be lower than this value based on the preliminary 2024 tax rates.

<u>Taxing Jurisdiction</u>	<u>Payable 2023 Tax Rate</u>
City of Montrose	47.934%
Wright County	37.823%
ISD #877	21.523%
Total	107.280%

The State property tax on commercial, industrial and certain other property classes is not captured by the TIF District. However, this state tax does not apply to most residential property. Additionally, a portion of the school tax rate attributed to local operating costs is also not captured by the TIF District.

Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment

Each year the County Auditor will determine the current Net Tax Capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference is known as the Captured Net Tax Capacity of the TIF District. It is the Authority's intention to retain 100% of the Captured Net Tax Capacity of the TIF District. Such amount shall be known as the Retained Captured Net Tax Capacity of the TIF District. Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

Section 16 Statutory Duration of the TIF District

Housing districts may remain in existence through the end of the 25th year following receipt of the first tax increment, resulting in 26 TIF collections. The Authority elects to receive the first increment payment in taxes payable 2026. The District may remain in existence the maximum duration allowed by law (projected to be through 2051). Modifications of this plan (see Section 28) shall not extend these duration limits.

Section 17 Use of Tax Increments – Housing Districts

Tax increments derived from a housing district must be used solely to finance the costs of projects defined in Section 12. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the Authority may be included in the cost of a housing project.

Section 18 Use of Tax Increments – General

Each year the county treasurer will deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

1. pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 22);
2. pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;

3. accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
4. pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
5. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both County Boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment cannot be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or Federal government. This prohibition does not apply to the construction or renovation of a parking structure, a common area used as a public park, or a facility used for social, recreational, or conference purposes and not primarily for conducting the business of the community.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section 19 “Green Acres”

The parcel to be included in the TIF District was not enrolled in “green acres” prior to being acquired. Even so, M.S. 469.176 Subd. 7 (2) allows property enrolled in green acres to be included in a housing tax increment financing district.

Section 20 4-Year Knock-Down Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

Section 21 Tax Increment Pooling – 5-year Rule

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District. No more than 20% of the tax increments may be spent on costs outside of the TIF District, but within the boundaries of the Project Area. All administrative expenses are considered to have been spent outside of the TIF District. Revenues derived from tax increments paid by properties in the district are considered to have been spent within the TIF District if such amounts are:

1. actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
 2. used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district;
- or

3. used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority also elects the option provided by M.S. 469.1763 to increase the amount of expenditures permitted outside the District by up to an additional 10%. However, these expenditures are limited to assisting housing which meets the requirements of a low income housing building defined under section 42(c) of the Internal Revenue Code.

The Authority expects that a portion of tax increments may be used for housing expenses elsewhere within the boundaries of Municipal Development District No. 4.

Section 22 Excess Tax Increment

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. Excess increments may only be used to:

1. prepay any outstanding tax increment Bonds;
2. discharge the pledge of tax increments on any outstanding Bonds;
3. pay amounts into an escrow account dedicated to the payment of any outstanding Bonds; or
4. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Allocation of excess increments must be completed by September 31st in the year following the year in which the excess increments were generated

Section 23 Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

1. amounts paid for the purchase of land;
2. amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
3. relocation benefits paid to, or services provided for, persons or businesses located within the TIF District; or
4. amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increments actually received.

Section 24 Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the Net Tax Capacity of each improvement for which a building permit was issued.

Section 25 Development Agreements

If more than 10% of the acreage of a project (which contains an economic development district) is to be acquired by the Authority with proceeds from tax increment bonds then, prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority

should the development not be completed.

Section 26 Exempt from Business Subsidy Laws

Minnesota Statutes 116J.991 requires an Authority providing a business with a subsidy worth \$25,000 to complete a subsidy approval process. Housing assistance, however, is exempt from the requirements.

Section 27 Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

Section 28 Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

1. the only modification is elimination of parcels from the Project Area or the TIF District; and
2. the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section 29 Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority must submit a copy of such plan to the State Auditor's Office and the Department of Revenue. The Authority must also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority must submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority must also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County will distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

1. Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
2. If the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local

tax rates in subsequent years.

3. Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - a. the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply,
 - b. the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
 - c. if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

Section 30 Financial Reporting and Disclosure Requirements

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

1. Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
 - a. tax increment received and expended in that year
 - b. Original Net Tax Capacity
 - c. captured Net Tax Capacity
 - d. amount of outstanding bonded indebtedness
 - e. increments paid to other government bodies
 - f. administrative costs
 - g. increments paid directly or indirectly outside of the district
 - h. if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, and the municipality.

2. Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, and the governing body of the municipality, if the municipality is not also the authority.

Section 31 Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

1. The TIF District qualifies as a housing district;
See Section 12 of this document for the reasons and facts supporting this finding.
2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The project developer has indicated that TIF assistance is necessary to control certain development costs such that reasonable prices can be established for owner-occupied housing at prices generally accepted in the Montrose housing market. Without assistance, the developer believes that the project will not be able to achieve final pricing that will enable the developer to be successful.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included as Exhibit 5, indicates that:

- a. The increase in estimated market value of the proposed developments is \$49,469,400; and
 - b. The present value of expected tax increments collected over the maximum duration of the TIF District is \$3,877,479; and
 - c. The expected increased estimated market value of the site without the use of tax increment is \$2,750,000, assuming the land is developed for large acreage single-family residential purposes.
3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.

The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.
 4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within Municipal Development District No. 2.

Exhibits

Map of Financing District and Project Area Exhibit 1

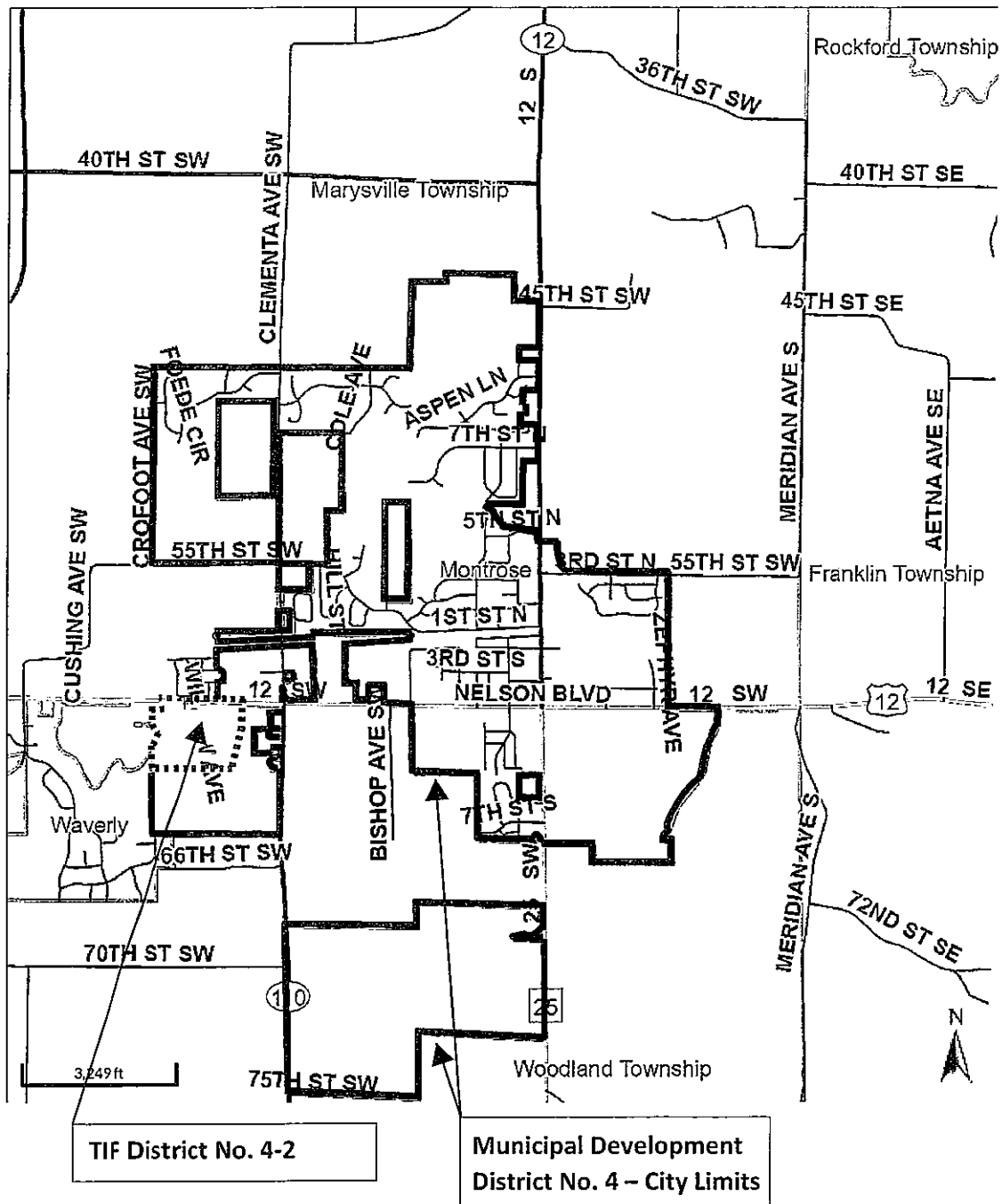
Parcels and Valuations Exhibit 2

Tax Increment Projections Exhibit 3

Statement of Fiscal and Economic Impacts Exhibit 4

Market Value Analysis Exhibit 5

City of Montrose, Minnesota
Tax Increment Financing District No. 4-2



The boundaries of Municipal Development District No. 4 are coterminous with the City's corporate limits as may be modified from time to time.

City of Montrose
TIF District No. 4-2

Parcel Summary -- Areas, Values & Conditions

Owner of Record	Parcel ID #	Land Value	Building Value	Total Value	Est. Original Tax Cap.
City of Montrose	112048000010	13900	-	12,900	161
City of Montrose	112048000070	48600	-	48,600	608
City of Montrose	112048000060	58600	-	58,600	735
City of Montrose	112048000020	1100	-	1,100	14
City of Montrose	112048000030	300	-	300	4
City of Montrose	112048000040	400	-	400	5
City of Montrose	112048000050	2300	-	2,300	29
City of Montrose	112048001010	4000	-	4,000	50
City of Montrose	112048001020	4000	-	4,000	50
City of Montrose	112048001030	4000	-	4,000	50
City of Montrose	112048001040	4000	-	4,000	50
City of Montrose	112048002010	4000	-	4,000	50
City of Montrose	112048002020	4000	-	4,000	50
City of Montrose	112048002040	4000	-	4,000	50
City of Montrose	112048002030	4000	-	4,000	50
City of Montrose	112048003010	4000	-	4,000	50
City of Montrose	112048003020	4000	-	4,000	50
City of Montrose	112048003040	4000	-	4,000	50
City of Montrose	112048003030	4000	-	4,000	50
City of Montrose	112048004010	4000	-	4,000	50
City of Montrose	112048004020	2000	-	2,000	25
City of Montrose	112048004030	4000	-	4,000	50
City of Montrose	112048004060	4000	-	4,000	50
City of Montrose	112048004050	2000	-	2,000	25
City of Montrose	112048004040	4000	-	4,000	50
City of Montrose	112048005010	4000	-	4,000	50
City of Montrose	112048005020	2000	-	2,000	25
City of Montrose	112048005030	2000	-	2,000	25
City of Montrose	112048005040	4000	-	4,000	50
City of Montrose	112048005050	4000	-	4,000	50
City of Montrose	112048005060	2000	-	2,000	25
City of Montrose	112048005070	2000	-	2,000	25
City of Montrose	112048005080	4000	-	4,000	50
City of Montrose	112048006010	4000	-	4,000	50
City of Montrose	112048006020	2000	-	2,000	25
City of Montrose	112048006030	2000	-	2,000	25
City of Montrose	112048006040	4000	-	4,000	50
City of Montrose	112048006050	4000	-	4,000	50
City of Montrose	112048006060	2000	-	2,000	25
City of Montrose	112048006070	2000	-	2,000	25
City of Montrose	112048006080	4000	-	4,000	50
City of Montrose	112048007010	45600	-	45,600	570
City of Montrose	112048007020	45600	-	45,600	570
City of Montrose	112048007030	45600	-	45,600	570
City of Montrose	112048007040	45600	-	45,600	570
City of Montrose	112048007050	45600	-	45,600	570
City of Montrose	112048007060	4000	-	4,000	50
City of Montrose	112048008010	4000	-	4,000	50
City of Montrose	112048008020	2000	-	2,000	25
City of Montrose	112048008030	2000	-	2,000	25
City of Montrose	112048008040	4000	-	4,000	50
City of Montrose	112048008080	4000	-	4,000	50
City of Montrose	112048008070	2000	-	2,000	25
City of Montrose	112048008060	2000	-	2,000	25
City of Montrose	112048008050	4000	-	4,000	50

Owner of Record	Parcel I.D.#	Land Value	Building Value	Total Value	Est. Original Tax Cap.
City of Montrose	112048009010	4000	-	4,000	50
City of Montrose	112048009020	2000	-	2,000	25
City of Montrose	112048009030	2000	-	2,000	25
City of Montrose	112048009040	4000	-	4,000	50
City of Montrose	112048009050	4000	-	4,000	50
City of Montrose	112048009060	2000	-	2,000	25
City of Montrose	112048009070	2000	-	2,000	25
City of Montrose	112048009080	4000	-	4,000	50
City of Montrose	112048009090	4000	-	4,000	50
City of Montrose	112048009100	2000	-	2,000	25
City of Montrose	112048009110	2000	-	2,000	25
City of Montrose	112048009120	4000	-	4,000	50
City of Montrose	112048009130	4000	-	4,000	50
City of Montrose	112048009140	2000	-	2,000	25
City of Montrose	112048009150	2000	-	2,000	25
City of Montrose	112048009160	4000	-	4,000	50
City of Montrose	112048009170	4000	-	4,000	50
City of Montrose	112048009180	2000	-	2,000	25
City of Montrose	112048009190	2000	-	2,000	25
City of Montrose	112048009200	4000	-	4,000	50
City of Montrose	112048009210	4000	-	4,000	50
City of Montrose	112048009220	2000	-	2,000	25
City of Montrose	112048009230	2000	-	2,000	25
City of Montrose	112048009240	4000	-	4,000	50
City of Montrose	112048009250	4000	-	4,000	50
City of Montrose	112048009260	2000	-	2,000	25
City of Montrose	112048009270	2000	-	2,000	25
City of Montrose	112048009280	4000	-	4,000	50
City of Montrose	112048009290	4000	-	4,000	50
City of Montrose	112048009300	2000	-	2,000	25
City of Montrose	112048009310	2000	-	2,000	25
City of Montrose	112048009320	4000	-	4,000	50
City of Montrose	112048009330	4000	-	4,000	50
City of Montrose	112048009340	2000	-	2,000	25
City of Montrose	112048009350	2000	-	2,000	25
City of Montrose	112048009360	4000	-	4,000	50
City of Montrose	112048009370	4000	-	4,000	50
City of Montrose	112048009380	2000	-	2,000	25
City of Montrose	112048009390	4000	-	4,000	50
City of Montrose	112048009400	2000	-	2,000	25

Owner as of Record	Parcel I.D.#	Land Value	Building Value	Total Value	Est. Original Tax Cap.
City of Montrose	112048013110	2000	-	2,000	25
City of Montrose	112048013120	4000	-	4,000	50
City of Montrose	112048013130	4000	-	4,000	50
City of Montrose	112048013140	2000	-	2,000	25
City of Montrose	112048013150	2000	-	2,000	25
City of Montrose	112048013160	4000	-	4,000	50
City of Montrose	112048013170	4000	-	4,000	50
City of Montrose	112048013180	2000	-	2,000	25
City of Montrose	112048013190	2000	-	2,000	25
City of Montrose	112048013200	4000	-	4,000	50
City of Montrose	112048013210	4000	-	4,000	50
City of Montrose	112048013220	2000	-	2,000	25
City of Montrose	112048013230	2000	-	2,000	25
City of Montrose	112048013240	4000	-	4,000	50
City of Montrose	112048014010	4000	-	4,000	50
City of Montrose	112048014020	2000	-	2,000	25
City of Montrose	112048014030	2000	-	2,000	25
City of Montrose	112048014040	4000	-	4,000	50
City of Montrose	112048014050	4000	-	4,000	50
City of Montrose	112048014060	2000	-	2,000	25
City of Montrose	112048014070	2000	-	2,000	25
City of Montrose	112048014080	4000	-	4,000	50
City of Montrose	112048015010	4000	-	4,000	50
City of Montrose	112048015020	2000	-	2,000	25
City of Montrose	112048015030	2000	-	2,000	25
City of Montrose	112048015040	4000	-	4,000	50
City of Montrose	112048015050	4000	-	4,000	50
City of Montrose	112048015060	2000	-	2,000	25
City of Montrose	112048015070	2000	-	2,000	25
City of Montrose	112048015080	4000	-	4,000	50
City of Montrose	112048015090	4000	-	4,000	50
City of Montrose	112048015100	2000	-	2,000	25
City of Montrose	112048015110	2000	-	2,000	25
City of Montrose	112048015120	4000	-	4,000	50
City of Montrose	112048015130	4000	-	4,000	50
City of Montrose	112048015140	2000	-	2,000	25
City of Montrose	112048015150	2000	-	2,000	25
City of Montrose	112048015160	4000	-	4,000	50
City of Montrose	112048015170	4000	-	4,000	50
City of Montrose	112048015180	2000	-	2,000	25
City of Montrose	112048015190	2000	-	2,000	25
City of Montrose	112048015200	4000	-	4,000	50
City of Montrose	112048015210	4000	-	4,000	50
City of Montrose	112048015220	2000	-	2,000	25
City of Montrose	112048015230	2000	-	2,000	25
City of Montrose	112048015240	4000	-	4,000	50
City of Montrose	112048016010	4000	-	4,000	50
City of Montrose	112048016020	2000	-	2,000	25
City of Montrose	112048016030	4000	-	4,000	50
City of Montrose	112048016040	4000	-	4,000	50
City of Montrose	112048016050	2000	-	2,000	25
City of Montrose	112048016060	4000	-	4,000	50
City of Montrose	112048017010	4000	-	4,000	50
City of Montrose	112048017020	4000	-	4,000	50
City of Montrose	112048017030	4000	-	4,000	50
City of Montrose	112048017040	4000	-	4,000	50
City of Montrose	112048017050	4000	-	4,000	50
City of Montrose	112048017060	4000	-	4,000	50
City of Montrose	112048017070	4000	-	4,000	50
City of Montrose	112048017080	4000	-	4,000	50
City of Montrose	112048017090	4000	-	4,000	50
City of Montrose	112048017100	4000	-	4,000	50
City of Montrose	112048017110	4000	-	4,000	50
City of Montrose	112048017120	4000	-	4,000	50
City of Montrose	112048017130	4000	-	4,000	50
City of Montrose	112048017140	4000	-	4,000	50

City of Montrose
TIF District No. 4-2

Tax Increment Projections

Valuations & Projected Increases

Original Values	Market	Tax Capacity
	926,000	11,575
Increased Value: Owner-Occupied/Unit (12-units per year - 174 total units)	284,307	2,633

Tax Rate Assumptions:

	2023 Tax Rate
City of Montrose	47.934%
Wright County	37.823%
School District 877	21.523%
Other	0.000%
	107.280%

Projected Tax Increment

Payable Year	Original Tax	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	Adjustments	TOTAL NET REVENUES
								10.00% Admin. Retainage	0.36% State Auditor's Deduction
2024	11,575	11,575	-	-	-	107.28%	-	-	-
2025	11,575	11,575	-	-	-	107.28%	21,484	2,148	77
2026	11,575	31,601	20,026	-	20,026	107.28%	55,386	5,539	199
2027	11,575	63,203	51,628	-	51,628	107.28%	89,288	8,929	321
2028	11,575	94,804	83,229	-	83,229	107.28%	123,190	12,319	443
2029	11,575	126,405	114,830	-	114,830	107.28%	157,092	15,709	566
2030	11,575	158,007	146,432	-	146,432	107.28%	190,994	19,099	688
2031	11,575	189,608	178,033	-	178,033	107.28%	224,895	22,490	810
2032	11,575	221,209	209,634	-	209,634	107.28%	258,797	25,880	932
2033	11,575	252,811	241,236	-	241,236	107.28%	292,699	29,270	1,054
2034	11,575	284,412	272,837	-	272,837	107.28%	326,601	32,660	1,176
2035	11,575	316,013	304,438	-	304,438	107.28%	360,503	36,050	1,298
2036	11,575	347,615	336,040	-	336,040	107.28%	394,405	39,440	1,420
2037	11,575	379,216	367,641	-	367,641	107.28%	428,307	42,831	1,542
2038	11,575	410,817	399,242	-	399,242	107.28%	462,208	46,221	1,664
2039	11,575	442,419	430,844	-	430,844	107.28%	479,159	47,916	1,725
2040	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2041	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2042	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2043	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2044	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2045	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2046	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2047	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2048	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2049	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2050	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
2051	11,575	458,219	446,644	-	446,644	107.28%	479,159	47,916	1,725
							9,135,760	913,576	32,889
							8,189,295		

City of Montrose
TIF District No. 4-2

STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT

Taxing Jurisdiction	Without TIF District			With TIF District				
	2023 Taxable Net Tax Capacity ⁽¹⁾	2023 Local Tax Rate	2023 Taxable Net Tax Capacity ⁽¹⁾	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	Hypothetical Decrease in Tax Rate
City of Montrose	3,677,690	47.93%	3,677,690	446,644	214,094	4,124,334	42.743%	5.191%
Wright County	239,018,649	37.82%	239,018,649	446,644	168,936	239,465,293	37.763%	0.071%
School District 877	52,506,316	21.52%	52,506,316	446,644	96,130	52,952,960	21.341%	0.182%
Other ⁽²⁾	--	0.00%	--	--	--	--	0.00%	--
Totals					479,159		101.837%	5.443%

Statement #1: If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

Statement #2: As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

Statement #3: The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$9,135,760.

Statement #4
A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$4,081,959 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

Statement #5: The estimated amount of increment attributed to the school districts' tax levies and captured as a result of the creation of this TIF District is \$1,832,834 for School District 887.

Statement #6: The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$3,220,967.

⁽¹⁾ Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

⁽²⁾ The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

City of Montrose TIF District No. 4-2

Market Value Analysis

Increased Market Value of Site	\$ 49,469,400
Less Present Value of TIF Revenues	<u>\$ 3,877,479</u>
	\$ 45,591,921
Estimated Increased Site Value w/out TIF	<u>\$ 2,750,000</u>
Net Value Increase	\$ 42,841,921

Present Value of Tax Increments

Calculation Date: 1/1/2024
Present Value Factor: 5.00%

#	Year	Gross Tax Increment	Present Value
1	2024	-	-
2	2025	-	-
3	2026	21,484	18,559
4	2027	55,386	45,566
5	2028	89,288	69,959
6	2029	123,190	91,926
7	2030	157,092	111,642
8	2031	190,994	129,272
9	2032	224,895	144,970
10	2033	258,797	158,879
11	2034	292,699	171,135
12	2035	326,601	181,864
13	2036	360,503	191,182
14	2037	394,405	199,201
15	2038	428,307	206,023
16	2039	462,208	211,743
17	2040	479,159	209,056
18	2041	479,159	199,101
19	2042	479,159	189,620
20	2043	479,159	180,590
21	2044	479,159	171,991
22	2045	479,159	163,801
23	2046	479,159	156,001
24	2047	479,159	148,572
25	2048	479,159	141,497
26	2049	479,159	134,759
27	2050	479,159	128,342
28	2051	479,159	122,230
		<u>9,135,760</u>	<u>3,877,479</u>

EXECUTION COPY

**CONTRACT
FOR
PRIVATE DEVELOPMENT**

**By and Between
THE CITY OF MONTROSE**

and

JPB LAND, LLC

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (RHB)
150 South Fifth Street
Suite 700
Minneapolis, MN 55402
(612) 337-9300

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EXHIBIT F	OWNER-OCCUPIED HOUSING FORM

CONTRACT FOR PRIVATE DEVELOPMENT

This Contract for Private Development (the “Agreement”) is made this ____ day of _____, 2024, by and between the City of Montrose, a municipal corporation under the laws of Minnesota, having its principal office at 311 Buffalo Avenue South, P.O. Box 25, Montrose, MN 55363 (the “City”), and JPB Land, LLC, a limited liability company under the laws of Minnesota, having its principal office at 13700 Reimer Drive N., Ste. 100, Maple Grove, Minnesota 55311 (the “Developer”).

WITNESSETH:

WHEREAS, the City has established Development District No. 4 (the “Development District”) and adopted a Development Program pursuant to Minnesota Statutes, sections 469.124 through 469.133, as amended, to encourage development and redevelopment in the Development District; and

WHEREAS, the City finds that it is in the public interest, helpful for the tax base and beneficial for the health, safety and welfare of the community as a whole to promote redevelopment of the Development District with, among other uses, projects which include affordable owner-occupied housing; and

WHEREAS, the City finds that, due to market conditions which exist today and are likely to persist for the foreseeable future, the private sector alone is not able to accomplish construction of affordable housing and, therefore, such will not occur without public intervention; and

WHEREAS, to foster the development described above, the City has also established Tax Increment Financing District No. 4-2 (the “TIF District”) within the Development District, and adopted a tax increment financing plan related thereto (the “TIF Plan”), all pursuant to Minnesota Statutes, sections 469.174 through 469.1794, as amended (the “TIF Act”); and

WHEREAS, the Developer has proposed to develop the property defined in this Agreement as the Development Property, through construction of a project consisting of 174 attached housing units, as more fully described herein; and

WHEREAS, the City currently owns the land upon which the Minimum Improvements will be constructed and has a purchase agreement with the Developer for sale of that land; and

WHEREAS, the City believes the Developer’s proposal is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements for which the Development District and the TIF District were established.

NOW, THEREFORE, in consideration of the covenants and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement the following terms shall have the meanings given below unless a different meaning clearly appears from the context:

“Administrative Costs” means the administrative expenses incurred by the City regarding the TIF District as defined in section 469.174, subd. 14 of the TIF Act.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Assessor” means the Wright County assessor.

“Authorizing Resolution” means the resolution, in substantially the form attached hereto as Exhibit D, which authorizes the issuance of the Note upon satisfaction of the conditions precedent specified in Section 3.3 of this Agreement.

“Available Tax Increment” means all of the Tax Increment paid to the City by the County with respect to the Development Property and the Minimum Improvements, except \$2,000 annually.

“Business Subsidy Act” means Minnesota Statutes, sections 116J.993 through 116J.995, as amended.

“Certificate of Completion” means the certificate, in substantially the form attached hereto as Exhibit C, which will be provided by the City to the Developer pursuant to Article IV of this Agreement.

“Certificates of Occupancy” means the certificates issued by the City’s building official under the State building code authorizing occupancy of each unit of Owner-Occupied Housing.

“City” means the city of Montrose, a municipal corporation under the laws of Minnesota.

“City Approvals” means, collectively, any land use approvals or entitlements required by the City prior to the Developer being authorized to construct the Minimum Improvements.

“Construction Plans” means the final plans for construction of the Minimum Improvements for all 174 units contained in Phase I, Phase II, and Phase III which will be submitted by the Developer pursuant to section 4.2 of this Agreement.

“County” means Wright County, Minnesota.

“Developer” means JPB Land, LLC, a limited liability company under the laws of Minnesota.

“Development District” means the City’s Development District No. 4.

“Development Program” means the plan for development or redevelopment of the Development District, as amended on March 11, 2024.

“Development Property” means the property legally described in Exhibit A attached hereto.

“Eligible Unit” means a unit of Owner-Occupied Housing which is initially purchased and occupied by a buyer who meets the income limitations specified in section 4.6 of this Agreement.

“Event of Default” means an action by the Developer or the City listed in Article VIII of this Agreement.

“Final Payment Date” means the earliest of (i) the date on which the entire principal on the Note has been paid in full; or (ii) February 1, 2051 or (iii) the date this Agreement or the Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act.

“Ineligible Unit” means a unit of Owner-Occupied Housing which is initially purchased and occupied by a buyer who does not meet the income limitations specified in section 4.6 of this Agreement.

“Interfund Loan” means the interfund loan approved by the City pursuant to section 469.178, subd. 7 of the TIF Act to reimburse City costs.

“Investment Letter” means the investment letter in substantially the form attached hereto as Exhibit E to be delivered by the Developer to the City prior to the issuance of the Note.

“Material Change” means a substantial change in the Construction Plans which requires new or revised City Approvals or one which will adversely affect the generation of Tax Increment from the Development Property or Minimum Improvements. Minor changes in the Construction Plans which do not change the number of total units will not constitute a Material Change. Exterior building materials shall be substantially the same as approved by the City but City staff may approve minor deviations.

“Maturity Date” means the date the Note has been paid in full or terminated, whichever is earlier.

“Minimum Improvements” means the construction of 174 attached Owner-Occupied Housing units.

“Note” means the taxable Tax Increment Revenue Note, in substantially the form set forth in the Authorizing Resolution, to be delivered by the City to the Developer to reimburse the Developer for the Phase I Public Costs pursuant to Article III of this Agreement.

“Owner-Occupied Housing” means the 174 owner-occupied attached housing units to be constructed in Phase I, Phase II and Phase III.

“Payment Date” means, with respect to the Note, August 1, 2027 and each February 1 and August 1 thereafter to and including the Final Payment Date.

“Phase” means Phase I, Phase II or Phase III.

“Phase I Minimum Improvements” or “Phase I” means the construction of 36 Owner-Occupied Housing units on the Development Property.

“Phase II Minimum Improvements” or “Phase II” means the construction of an additional 69 Owner-Occupied Housing units on the Development Property.

“Phase III Minimum Improvements” or “Phase III” means the construction of the final 69 Owner-Occupied Housing units on the Development Property.

“Plat” means the final plat of The Preserve of Montrose, which was approved by the City on September 11, 2006 and recorded on July 19, 2007 as document number 1060184 in the Office of the County Recorder, Wright County, Minnesota.

“Preliminary Plans” means the plans of the Minimum Improvements for all 174 units contained in Phase I, Phase II, and Phase III and which are referenced in Exhibit B attached hereto.

“Public Assistance” means the financial assistance to be offered by the City to the Developer through issuance of the Note.

“Public Costs” means the actual cost, in an amount not exceeding \$2,053,043, of site acquisition, public infrastructure, site preparation, site improvements, utilities and other qualifying expenditures made by the Developer related to completion of the Phase I Minimum Improvements which the City intends to partially reimburse through the Note.

“Purchase Agreement” means the Purchase Agreement between the City and the Developer dated October 31, 2023 for sale of the Development Property, as amended by the First Amendment to Purchase Agreement dated January 8, 2024 and the Second Amended to Purchase Agreement dated March 11, 2024.

“Qualified Purchaser” means a buyer of an Owner-Occupied Housing unit who meets the income limitations specified in section 4.6 of this Agreement.

“Sale” means any conveyance of fee simple title in and to the Minimum Improvements or the Development Property, as more fully defined in Article VII of this Agreement.

“State” means the state of Minnesota.

“Substantial Completion” means completion of all of the Phase I Owner-Occupied Housing units to a degree allowing the issuance of at least a temporary certificate of occupancy for each of them by the City’s building official.

“Tax Increment” means the tax increment, as that term is defined in Minnesota Statutes, section 469.174, subd. 25, which is paid to the City by the County with respect to the Minimum Improvements and the Development Property.

“Tax Increment Financing Act” or “TIF Act” means Minnesota Statutes, sections 469.174 through 469.1794, as amended.

“Tax Increment Financing District” or “TIF District” means Tax Increment Financing District No. 4-2 within Development District 4, a housing district within the meaning of section 469.174, subd. 11 of the TIF Act.

“Tax Increment Financing Plan” or “TIF Plan” means the tax increment plan for the TIF District which was approved by the City on March 11, 2024.

“Tax Official” means the Assessor, County auditor, County or state board of equalization, the commissioners of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of: (i) the date the TIF District is terminated in accordance with the TIF Act; or (ii) the date the Note is paid in full.

“Unavoidable Delays” means a failure or delay in a party’s performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party’s reasonable control including but not limited to acts of God; pandemic or other public health emergency; delays which are the direct result of adverse weather conditions; strikes or other labor troubles; problems with supply chain or materials pricing; fire or other casualty to the Minimum Improvements; litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; or, except those of the City reasonably contemplated by this Agreement, any acts or omissions of any federal, State or local governmental unit, including delays in permitting not caused by the inaction of the Developer, which directly result in delays in construction of the Minimum Improvements; or any other cause beyond the reasonable control of a party.

Section 1.2. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal Description of Development Property
- Exhibit B. List of Preliminary Plans
- Exhibit C. Form of Certificate of Completion
- Exhibit D. Form of Authorizing Resolution with Note
- Exhibit E. Form of Investment Letter
- Exhibit F. Owner-Occupied Housing Form

Section 1.3. Rules of Interpretation. (a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation under the laws of Minnesota. The City has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The City has approved execution of this Agreement. The individuals executing this Agreement and related agreements and documents on behalf of the City have the authority to do so and to bind the City by their actions.

(c) The Development District was created, adopted, approved and revised in accordance with Minnesota Statutes, sections 469.124 through 469.133, as amended.

(d) The TIF District is a housing district within the meaning of Section 469.174, Subd. 11 of the TIF Act and was created, adopted and approved in accordance with the TIF Act.

(e) There are no previous agreements currently in effect to which the City is a party pertaining to the Development Property which would preclude the parties from entering into this Agreement or which would impede the fulfillment of the terms and conditions of this Agreement.

(f) The activities of the City pursuant to this Agreement are undertaken pursuant to the Development Program and the TIF Plan and are for the purpose of development of the Development Property with a housing project.

(g) The City will act in a timely manner to consider all approvals required under this Agreement and will cooperate with the Developer with regard to any City Approvals which must be granted prior to construction of the Minimum Improvements.

(h) To the best of the City's knowledge, there is no pending or threatened suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or the validity or enforcement of this Agreement.

Section 2.2. Representations and Warranties by the Developer. The Developer makes the following representations and warranties as the basis for the undertaking on its part herein contained:

(a) The Developer is a limited liability company validly existing and in good standing under the laws of the state of Minnesota. The Developer has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(c) The Developer will construct the Minimum Improvements in substantial accordance with the terms of this Agreement, the Development Program, the TIF Plan, the Construction Plans, the City Approvals and all local, State and federal laws and regulations, including, but not limited to, environmental, zoning, building code and public health laws and regulations.

(d) The Developer will apply for and use all reasonable efforts to obtain, in a timely manner, all other required permits, licenses and approvals from the City, and will meet, in a timely manner, the requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or used for their intended purpose.

(e) The Developer has utilized information provided by the Wright County Assessor and the City's tax increment finance advisors and has provided such information to its lender, analyzed the economics of acquisition of the Development Property, the cost of site preparation, site improvements, utilities and construction of the Minimum Improvements and concluded that, absent the Public Assistance to be offered under this Agreement, it would not undertake this project.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions

of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any organizational documents or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

Acquisition of Development Property; Public Assistance

Section 3.1. Acquisition of Development Property. The Developer and the City have previously entered into the Purchase Agreement whereby the Developer will acquire the Development Property from the City by no later than May 31, 2024. The Developer agrees to acquire fee ownership of the Development Property in accordance with the terms of the Purchase Agreement. The City makes no representations to the Developer regarding the suitability of the Development Property for the use and purpose intended by the Developer.

Section 3.2. Issuance of Pay-As-You-Go Note. (a) In consideration of the Developer incurring the Public Costs while constructing the Phase I Minimum Improvements, the City will issue to the Developer the Note in the principal amount up to \$2,053,043 in substantially the form set forth in the Authorizing Resolution attached hereto as Exhibit D. The City and the Developer agree that the consideration from the Developer for the purchase of the Note will consist of the Developer's payment of the Public Costs which are eligible for reimbursement with Tax Increment and which are incurred by the Developer in at least the principal amount of the Note. The Authorizing Resolution will authorize delivery of the Note by the City Administrator upon satisfaction by the Developer of all the conditions precedent specified in section 3.3 of this Agreement. Any statement or estimate of Public Costs will not be treated as a limitation on reimbursement for any single category of Public Costs provided the Public Costs in total do not exceed the principal amount of the Note.

(b) Principal of the Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the City's obligations under this Agreement and under the Note shall be the Available Tax Increment received in the 6-month period preceding each Payment Date. On each Payment Date the Available Tax Increment shall be applied to reduce the principal. All Tax Increment in excess of the Available Tax Increment necessary to pay the principal of the Note is not subject to this Agreement, and the City retains full discretion as to any authorized application thereof. To the extent that the Available Tax Increment is insufficient through the Final Payment Date to pay all amounts otherwise due on the Note, said unpaid amounts shall then cease to be any debt or obligation of the City whatsoever. The City shall not use Available Tax Increment for any purpose or City project other than reimbursement of the Developer for the Public Costs.

(c) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment or that revenues pledged to the Note will be sufficient to pay the Note. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representations on which the Developer may rely.

(d) The City acknowledges that the Developer may assign the Note to a lender that provides the financing for the acquisition of the Development Property or the construction of the Minimum Improvements. The City consents to this type of assignment, conditioned upon receipt of an investment letter from the lender in a form reasonably acceptable to the City.

Section 3.3. Conditions Precedent to Issuance of the Note. Notwithstanding anything in this Agreement to the contrary, the City Administrator is authorized to issue the Note to the Developer only after all of the following conditions precedent have been satisfied:

- (a) The Developer has acquired the Development Property in fee;
- (b) The Developer has executed this Agreement and it has been recorded against the Development Property;
- (c) The Developer has paid the fees provided for in section 9.12 of this Agreement;
- (d) The Developer has achieved Substantial Completion of the Phase I Owner-Occupied Housing units and the City has issued the Certificate of Completion;
- (e) The Developer has submitted evidence, including paid receipts and lien waivers, it has incurred and paid for the Public Costs in an amount not less than the principal amount of the Note;
- (f) The Developer has submitted the Investment Letter in the general form attached hereto as Exhibit E;
- (g) The City has adopted the Authorizing Resolution; and
- (h) There has been no Event of Default on the part of the Developer which has not been cured.

Section 3.4. Records. The City and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices paid by the Developer and/or its general contractor relating to the Minimum Improvements and the Public Costs for which the Developer will be reimbursed under the Note.

Section 3.5. No Business Subsidy. All of the Public Assistance offered by the City to the Developer under this Agreement is related to housing. Accordingly, this project qualifies for the exception under Minnesota Statutes, section 116J.993, subd. 3(7) and the Public Assistance is not a business subsidy within the meaning of the Business Subsidy Act.

ARTICLE IV

Construction of Minimum Improvements; Public Improvements; Income Restrictions

Section 4.1. Construction of Minimum Improvements. The City and the Developer acknowledge and agree that Developer and Developer's lender have and are relying on the Plat and intend to construct the 174 units of the Minimum Improvements on the lots created in the Plat. In addition, the City acknowledges that Developer has submitted Preliminary Plans, and intends to submit Construction Plans, for all Phases. Because the public improvements planned at the time of approval of the Plat were not completed by the previous developer, the City and the Developer will enter into a subdivision or similar agreement to ensure their completion to City specifications. This Agreement relates solely to reimbursement for the Public Costs associated with the Phase I Minimum Improvements. Any financial assistance requested by the Developer or offered by the City for Phase II or Phase III will be the subject of future agreements but nothing herein shall be interpreted as a commitment on the part of the City to offer such additional assistance.

The Developer agrees that it will construct the Minimum Improvements on the Development Property substantially in accordance with the Preliminary Plans and the Construction Plans. The Developer acknowledges that, in addition to the requirements of this Agreement, construction of the Minimum Improvements will necessitate compliance with the City Approvals and possible approvals by other governmental agencies. To the extent such approvals have not already been obtained, the Developer agrees to submit in a timely manner all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

Section 4.2. Preliminary Plans and Construction Plans. (a) The Developer has submitted and the City has approved the Preliminary Plans listed in Exhibit B attached hereto for all 174 units contained in Phase I, Phase II, and Phase III. Prior to beginning construction on the Minimum Improvements, the Developer shall submit dated Construction Plans to the City. The Construction Plans shall provide for the construction of the Minimum Improvements for all 174 units contained in Phase I, Phase II, and Phase III and shall be in substantial conformity with the Preliminary Plans and this Agreement. The City will approve the Construction Plans, if they (1) are substantially consistent with the Preliminary Plans; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are adequate to provide for the construction of the Minimum Improvements; (4) conform to the State building code; and (5) if there has occurred no uncured Event of Default on the part of the Developer. Except as otherwise set forth herein, no approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement and the terms of all applicable federal, State and local laws, ordinances, rules and regulations in the construction of the Minimum Improvements. Except as otherwise set forth herein, no approval by the City shall constitute a waiver of an Event of Default. The City shall use good faith efforts to review the Construction Plans and either approve or reject them in writing within 15 business days after receipt. Any rejection, in whole or in part, shall set forth in detail the reasons for rejection. Once approved for Phase I by the City, the Developer shall not be required by the City to materially amend or otherwise alter the Preliminary Plans or Construction Plans for Phase II or Phase III.

(b) If the Developer desires to make any Material Change in the Construction Plans after approval, the Developer shall submit the proposed change to the City for its approval. If the proposed change is consistent with the Preliminary Plans or is otherwise acceptable to the City and meets all other requirements of section 4.2(a) above, the City shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons for rejection. Such rejection shall be made within 15 business days after receipt by the City of the written notice of such change from the Developer.

Section 4.3. Commencement and Completion of Construction: Phase II Approval Process.
 (a) Subject to Unavoidable Delays, the Developer agrees to commence construction of the Phase I Minimum Improvements on or before July 15, 2024. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans, as may be modified in accordance with this Agreement. The Developer shall make such periodic reports to the City regarding construction of the Minimum Improvements as the City deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements. Subject to Unavoidable Delays, the Developer agrees to have achieved Substantial Completion of the Phase I Minimum Improvements by December 31, 2026. In order to avoid a gap between the Substantial Completion of Phase I and the commencement of construction in Phase II, the City and the Developer agree to commence the Phase II planning process on or before January 1, 2026.

(b) The Minimum Improvements include the Phase II and Phase III Owner-Occupied Housing units which the Developer intends to construct following completion of Phase I. The terms and conditions regarding construction of Phase II and Phase III and any Public Assistance the City may offer in regard to them will be the subject of subsequent agreements with the Developer and are not included in this Agreement.

Section 4.4. Certificate of Completion. (a) After Substantial Completion of the Minimum Improvements in accordance with the Construction Plans and at the written request of the Developer, the City will, within 20 days thereafter, furnish the Developer with a Certificate of Completion in the form of Exhibit C attached hereto. Such Certificate of Completion by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof.

(b) The Certificate of Completion shall be in the form set forth in Exhibit C and will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the City shall refuse to provide a Certificate of Completion in accordance with the provisions of this section 4.4, the City shall promptly notify Developer within the same 20 day period following receipt of request by the Developer for the Certificate of Completion, and such notification from the City shall include a written statement, indicating in clear detail in what respects the Developer has failed to complete the Minimum Improvements substantially in accordance with the Construction Plans and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. If the City fails to issue such a written statement within such

20-day period, the City shall be deemed to have waived its right to do so and shall be deemed to have issued a Certificate of Completion to the Developer. The Developer shall have 90 days following receipt of the City's written response to cure or agree to terms with the City regarding issues to be resolved prior to the Developer obtaining a Certification of Completion from the City.

Section 4.5. City Approvals. Construction of the Minimum Improvements will require obtaining and complying with the City Approvals.

Section 4.6. Owner-Occupied Housing Affordability Covenants. The Developer agrees that the Owner-Occupied Housing constructed within the TIF District is subject to the following affordability covenants: In accordance with Section 469.1761, subdivision 2 of the TIF Act, ninety-five percent (95%) of the units of Owner-Occupied Housing must be initially purchased and occupied by persons whose income is no greater than one hundred fifteen percent (115%) of median gross income. If any units of Owner-Occupied Housing will be occupied by fewer than three (3) people, those units must be initially purchased and occupied by persons whose income is no greater than one hundred percent (100%) of median gross income. For the purposes of this Agreement, median gross income is the greater of (i) the median gross income of the County; or (ii) the statewide median gross income, as determined by the secretary of the United States Department of Housing and Urban Development for the calendar year of each home sale. Prior to the initial sale of each Owner-Occupied Housing unit, the Developer must submit to the City the application in substantially the form in Exhibit F attached hereto, showing that the purchaser meets the income limits under this Section 4.6. The parties agree and understand that the Developer will review applications and will certify to the City by November 1 each year that each buyer who purchased a unit of Owner-Occupied Housing in that calendar year is a Qualified Purchaser using the form set forth in Exhibit F attached hereto.

Section 4.7. Disqualification of TIF District; Removal of Parcels. (a) If the City receives notice from the State Department of Revenue, the State Auditor, any Tax Official or any court of competent jurisdiction that the TIF District does not qualify as a "housing district," such event shall be deemed an Event of Default under this Agreement; provided, however, that the City may not exercise any remedy under this Agreement so long as such determination is being contested and has not been finally adjudicated. In addition to any remedies available to the City under Article IX hereof, the Developer shall indemnify, defend and hold harmless the City for any damages or costs resulting therefrom.

(b) The City may remove parcels from the TIF District which include an Ineligible Unit if necessary to comply with the statutory requirement that at least 95% of the Owner-Occupied Housing units be sold to a Qualified Purchaser. The Developer understands that removal of parcels from the TIF District may affect the amount of Available Tax Increment and the City's ability to fully pay the Note.

ARTICLE V

Insurance

Section 5.1. Insurance. The Developer or its general contractor will provide and maintain, at all times during the process of constructing the Minimum Improvements, a Special Form Basis Insurance Policy and, from time to time during that period, at the request of the City no more frequently than once annually, furnish the City with proof of payment of premiums on policies covering the following:

(1) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the applicable portion of the Minimum Improvements at the date of completion, and with coverage available in reporting form on the so-called "special" form of policy;

(2) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(3) Workers' compensation insurance, with statutory coverage.

Section 5.2. Evidence of Insurance. All insurance required in this Article V of this Agreement must be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of Minnesota to assume the risks covered thereby. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. Upon written request by the City, the Developer agrees to deposit with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect.

ARTICLE VI

Payment of Taxes; Assessment Agreement; Use of Tax Increment

Section 6.1. Taxes. The Developer agrees that prior to the Termination Date: (i) it will not seek administrative or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and (ii) it will not seek administrative or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Minimum Improvements or the Development Property or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings through:

(a) willful destruction of the Minimum Improvements or any part thereof;

(b) an application to the commissioner of revenue of the State or to any local taxing jurisdiction requesting an abatement or deferral of real estate taxes on the Minimum Improvements or the Development Property;

(c) a transfer of the Minimum Improvements or the Development Property, or any part thereof, to an entity exempt from the payment of real estate taxes under State law and that entity applies for tax exemption; or

(d) any other proceedings, whether administrative, legal or equitable, with any administrative body within the County or the State or with any court of the State or the federal government.

The Developer's obligations under this section 6.1 terminate with regard to each unit of Owner-Occupied Housing upon sale of that unit to a home buyer.

Section 6.2. Suspension or Reduction of Payments on TIF Notes. The Developer or any owner of an Owner-Occupied Housing unit may seek through petition or other means to have the County Assessor's estimated market value for all or a portion of the Development Property reduced. Upon receiving notice or otherwise learning of the intent to seek a decrease in the market value of the Development Property, the City may suspend or reduce payments due under the TIF Notes until the actual amount of the reduction is determined, whereupon the City will make the suspended or reduced payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property. During the period that the payments are subject to suspension or reduction, the City may make partial payments on the TIF Notes if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension or reduction of payments on the Note pursuant to this section 6.2 shall not be considered a default under this Agreement.

Section 6.3. Right to Collect Delinquent Taxes and Special Assessments. The Developer acknowledges that at all times prior to the Termination Date the City shall have the right to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and special assessments due on any portion of the Development Property or the Minimum Improvements owned by the Developer and to pay over the same as a tax payment to the County auditor. In any such suit in which the City prevails, the City shall also be entitled to recover its reasonable out-of-pocket costs and expenses, including attorney fees.

Section 6.4. Use of Tax Increment. The TIF District is a housing district within the meaning of section 469.174, subd. 11 of the TIF Act. Except for payments to the Developer as provided for in this Agreement and the Note, the City shall be free to use any Tax Increment it receives from the County with respect to the TIF District for any purpose for which such increment may lawfully be used under the TIF Act and the City shall have no obligations to the Developer with respect to the use of such Tax Increment.

ARTICLE VII

Restrictions on Sale of Minimum Improvements; Termination of Agreement

Section 7.1. Prohibition Against Sale of Minimum Improvements.

(a) The Developer represents and agrees that its use of the Development Property and its other undertakings pursuant to the Agreement, are, and will be, used for the purpose of construction of the Minimum Improvements on the Development Property and not for speculation in land holding. The Developer represents and agrees that, prior to the issuance of a Certificate of Completion regarding the Phase I Minimum Improvements, there shall be no Sale of all or any portion of the Development Property or the Minimum Improvements constructed thereon nor shall the Developer suffer any such Sale to be made, without the prior written approval of the City, which approval shall not be unreasonably withheld. As a condition of approval of any such Sale, the City shall require, at a minimum, that the proposed transferee shall have entered into an agreement whereby the transferee expressly assumes all of the Developer's obligations under this Agreement. Any such agreement shall include the City as a party and otherwise be in form and substance reasonably acceptable to the City. Notwithstanding the foregoing, the Developer shall be entitled to sell Owner-Occupied Housing units to home buyers without the prior written approval of the City.

(b) Notwithstanding anything in this Agreement to the contrary, Developer is authorized, without the approval of City, to obtain construction and permanent financing for the Minimum Improvements and to mortgage the Development Property and collaterally assign payments under the Note to provide security for the construction and permanent financing, and the City shall subordinate this Agreement to such mortgage.

(c) After a Certificate of Completion has been issued, Developer or other transferor may freely, without the approval of City, sell or transfer the Minimum Improvements or the Development Property to any person at any time. In connection with such a sale or transfer, Developer may assign its interest in this Agreement and the Note to the buyer or transferee, provided that such buyer or transferee assumes and agrees to perform the obligations of Developer hereunder. In the event that the Developer or other transferor enters into an agreement to sell or transfer the Minimum Improvements or the Development Property or any portion to any person, then, within 15 days after request, the City shall acknowledge and certify certain facts in connection with this Agreement and the status of obligations of Developer/transferor under this Agreement. The City shall provide this certification to Developer/transferor and any potential buyer or transferee of the Minimum Improvements or the Development Property or any portion thereof. The certification shall reference the following: (1) that the Developer/transferor and transferee may rely on the representations and agreements made by the City in the certification; (2) the status of the completion of the construction obligations of the Minimum Improvements; (3) the amount of payments made under the Note and the outstanding principal balance of the Note, if any, and that any amounts owed under the Note will be paid to Developer and not the transferee unless the rights under the Note are specifically assigned to the transferee; (4) whether or not there exists any defaults, events of default, or conditions which with the passage of time or giving of

notice would constitute a default under this Agreement; and (5) such other matters as may be reasonably requested by the Developer or the transferee.

Notwithstanding the foregoing, prior written approval from the City shall not be required for any transfer or assignment prior to or after issuance of the Certificate of Completion: (i) to any entity controlling, controlled by or under common control with the Developer; (ii) to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer; or (iii) that after giving effect to such transfer or assignment does not result in a change in control of the Developer.

Section 7.2. Termination of Agreement. Upon the occurrence of the Termination Date, the parties agree to execute and record a document terminating this Agreement.

ARTICLE VIII

Events of Default

Section 8.1. Events of Default Defined. Each and every one of the following shall be an Event of Default under this Agreement:

- (a) Failure by the Developer to acquire the Development Property in fee as required by this Agreement;
- (b) Failure by the Developer to obtain the City Approvals which are necessary to construct the Minimum Improvements;
- (c) Failure by the Developer to pay real estate taxes or special assessments on any portion of the Minimum Improvements or the Development Property owned by the Developer as they become due;
- (d) Failure by the Developer to commence and complete construction of Phase I of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay or waived by the Developer and the City;
- (e) If the Developer shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver;
- (f) Sale of the Minimum Improvements or the Development Property, or any portion thereof, by the Developer in violation of Article VII of this Agreement; or
- (g) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to any action necessary for the establishment of the TIF District.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in section 8.1 of this Agreement occurs, the non-defaulting party may take any one or more of the following actions after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days from the receipt of Notice or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement;

(b) Prior to issuance of the Certificate of Completion, cancel and rescind or terminate this Agreement;

(c) If the default occurs after issuance of a Certificate of Completion, the City may suspend payments under the Note, subject to the provisions of section 8.3 of this Agreement; and

(d) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, including reimbursement of the Public Assistance previously granted, or to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement.

The City recognizes and agrees that any lender who is the beneficiary of a mortgage by the Developer recorded against the Development Property, shall have the opportunity, but not the obligation, to cure any default by the Developer under the same terms as the Developer, and any cure by such lender shall be accepted or rejected as if made by the Developer.

Section 8.3. Remedies after Certificate of Completion. The City may exercise its rights under section 8.2(c) only for the following Events of Default:

(a) the Developer fails to pay real estate taxes or special assessments on the Minimum Improvements or the Development Property or any part thereof owned by the Developer when due and the taxes or special assessments have not been paid, or provision satisfactory to the City made for their payment, within 45 days after written demand by the City to do so; or

(b) the Developer takes or permits an action prohibited by section 6.1 of this Agreement; or

(c) the Developer transfers the Minimum Improvements or the Development Property owned by the Developer, or any part thereof, to an entity exempt from the payment of real estate taxes under State law; or

(d) a final determination by the State or a court of competent jurisdiction that the TIF District does not or no longer qualifies as a housing tax increment financing district under the TIF Act.

Section 8.4. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Development Property to the Developer, the Developer, subject to Unavoidable Delays, fails to commence construction of the Minimum Improvements by the date specified in Section 4.3 hereof, and such failure to commence the Minimum Improvements is not cured within 90 days after written notice from the City to the Developer to do so; then the City shall have the right to re-enter and take possession of the Development Property and to terminate and revest in the City the Development Property, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Development Property to the Developer shall be made upon, and that the deeds shall contain a condition subsequent to the effect that in the event of any default on the part of the Developer in performance of the obligations specified in this Section 8.4 and failure on the part of the Developer to remedy, end, or abrogate such default within the period and in the manner stated in this Section, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Development Property and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Development Property, shall revert to the City, as applicable, but only if the events stated in this Section have not been cured within the time periods provided above. If there is any conflict between this Agreement and the Purchase Agreement regarding revesting title in the Development Property in the City upon the Developer's failure to commence construction of the Minimum Improvements by the date specified in Section 4.3 hereof, the provisions of this Agreement shall prevail.

Section 8.5. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to and/or possession of the Development Property, the City shall, pursuant to their responsibilities under law, use their best efforts to sell the Development Property and in such manner as the City to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Minimum Improvements or such other improvements in their stead as shall be satisfactory to the City in accordance with the uses specified for the Development Property in this Agreement. During any time while the City has title to and/or possession of a parcel of property obtained by reverter, the City will not disturb the rights of any tenants under any leases encumbering such parcel. Upon resale of the Development Property, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the City from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property or part thereof (or, in the event the Development Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Development Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property, or part thereof at the time of revesting of title thereto in the

City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property; and any amounts otherwise owing the City by the Developer and its successor or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the portion of the Development Property Purchase Price paid by the Developer under Section 3.2 and the amount actually invested by it in making any of the subject improvements on the Development Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Development Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

Section 8.6. No Remedy Exclusive. No remedy conferred herein or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

Section 8.7. No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX

Additional Provisions

Section 9.1. Conflict of Interests: Representatives Not Individually Liable. No member, official, or employee of the City shall have any personal financial interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligations under the terms of this Agreement.

Section 9.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in

this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 9.3. Restrictions on Use. The Developer agrees that through the Termination Date it will use the Minimum Improvements for only such uses as permitted under the City's land use regulations and in compliance with the City Approvals.

Section 9.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under the Agreement or any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States mail, postage prepaid, return receipt requested, or delivered personally to:

(a) in the case of the Developer: JPB Land, LLC
13700 Reimer Drive N., Ste. 100
Maple Grove, MN 55311
Attn: Art Plante

and with a copy to: Michael A. Broback
Broback Law Firm
2708 Autumn Woods Drive
Chaska, MN 55318

(b) in the case of the City: City of Montrose
311 Buffalo Avenue South
Montrose, MN 55363
Attn: City Administrator

and with a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Ronald H. Batty

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 9.4.

Section 9.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.6. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

Section 9.7. Amendment. This Agreement may be amended only by the written agreement of the parties.

Section 9.8. Recording; Agreement Runs with the Land. The City intends to record this Agreement among the County land records and the Developer agrees to pay for the cost of recording same. This Agreement runs with the Development Property and shall bind the successors and assigns of the City and the Developer.

Section 9.9. Release and Indemnification Covenants. a) Except for any negligent act or willful misconduct of the following named parties, the Developer hereby releases from and covenants and agrees that the City, and its governing body members, officers, agents, servants, and employees (the "Indemnified Parties") shall not be liable for, and hereby agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

b) The aforesaid indemnification shall not apply to willful misrepresentation or any willful or wanton misconduct or negligence of the City.

c) Except for any negligent or willful act of the City, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its partners, officers, agents, servants or employees or any other person who may be about the Minimum Improvements or the Development Property due to any act of negligence of any person.

Section 9.10. Titles of Articles and Sections. Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.11. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of Minnesota. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

Section 9.12. Fees and Charges. The Developer agrees to reimburse the City for all reasonable fees or costs for legal, municipal advisory, engineering, planning or other staff time for modification of the Development Program and preparation of the TIF Plan and related documents; the analysis, drafting or negotiating this Agreement and related documents and the recording thereof; and for reviewing any plans regarding the Minimum Improvements submitted in satisfaction of this Agreement. The Developer also agrees to reimburse the City for all reasonable fees and costs incurred by the City in connection with the City Approvals. The Developer and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices and supporting documents relating to the fees and charges to be reimbursed pursuant to this Section. The Developer has deposited \$10,000 with the City to date and agrees to reimburse the City for the additional costs within 30 days of notice from the City.

Section 9.13. Notice of Unavoidable Delays. Within twenty (20) days after a party impaired by an Unavoidable Delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual

length of the delay within twenty (20) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation required under this Agreement unless the notices required in this section are given as herein required.

* * * * *

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

CITY OF MONTROSE

By: _____
_____, Mayor

By: _____
_____, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2024, by _____, the Mayor of the City of Montrose, a municipal corporation under the laws of Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument as acknowledged before me this _____ day of _____, 2024, by _____, the City Clerk of the City of Montrose, a municipal corporation under the laws of Minnesota, on behalf of the City.

Notary Public

JPB LAND, LLC

By: _____
 Josh Pomerleau
 Its: Chief Manager

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2024, by Josh Pomerleau, the Chief Manager of JPB Land, LLC, a Minnesota limited liability company, on behalf of the company.

 Notary Public

EXHIBIT A TO
CONTRACT FOR PRIVATE DEVELOPMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lots 1, 2, 3, and 4, Block 1, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, and 4, Block 2, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, and 4, Block 3, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, and 6, Block 4, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 5, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 6, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, and 6, Block 7, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 8, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 9, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 10, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 11, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 12, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 13, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 14, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 15, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, and 6, Block 16, The Preserve of Montrose, Wright County, Minnesota.

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 17, The Preserve of Montrose, Wright County, Minnesota.

Outlots A, B, C, D, E, F, G, and H, The Preserve of Montrose, Wright County, Minnesota.

Abstract Property.

EXHIBIT B TO
CONTRACT FOR PRIVATE DEVELOPMENT

LIST OF PRELIMINARY PLANS

The following constitute the Preliminary Plans of the Minimum Improvements:

Hazelwood

END-UNIT TOWNHOME

JP Brooks
BUILDERS



 **3 - 4**
Bedrooms

 **3**
Bathrooms

 **1,709**
Square Feet

 **2**
Car Garage

Welcome to the Hazelwood two story townhome floor plan, exclusive to the South Side Townhomes community! This end unit includes a back patio, a living room with electric fireplace, and a dining area that flows into the kitchen. The upper level features a large primary suite with a walk-in closet and a private bathroom, with a loft and two additional bedrooms down the hall, as well as a convenient laundry room and full bathroom. The loft can be an optional 4th bedroom as well!

JP Brooks
BUILDERS

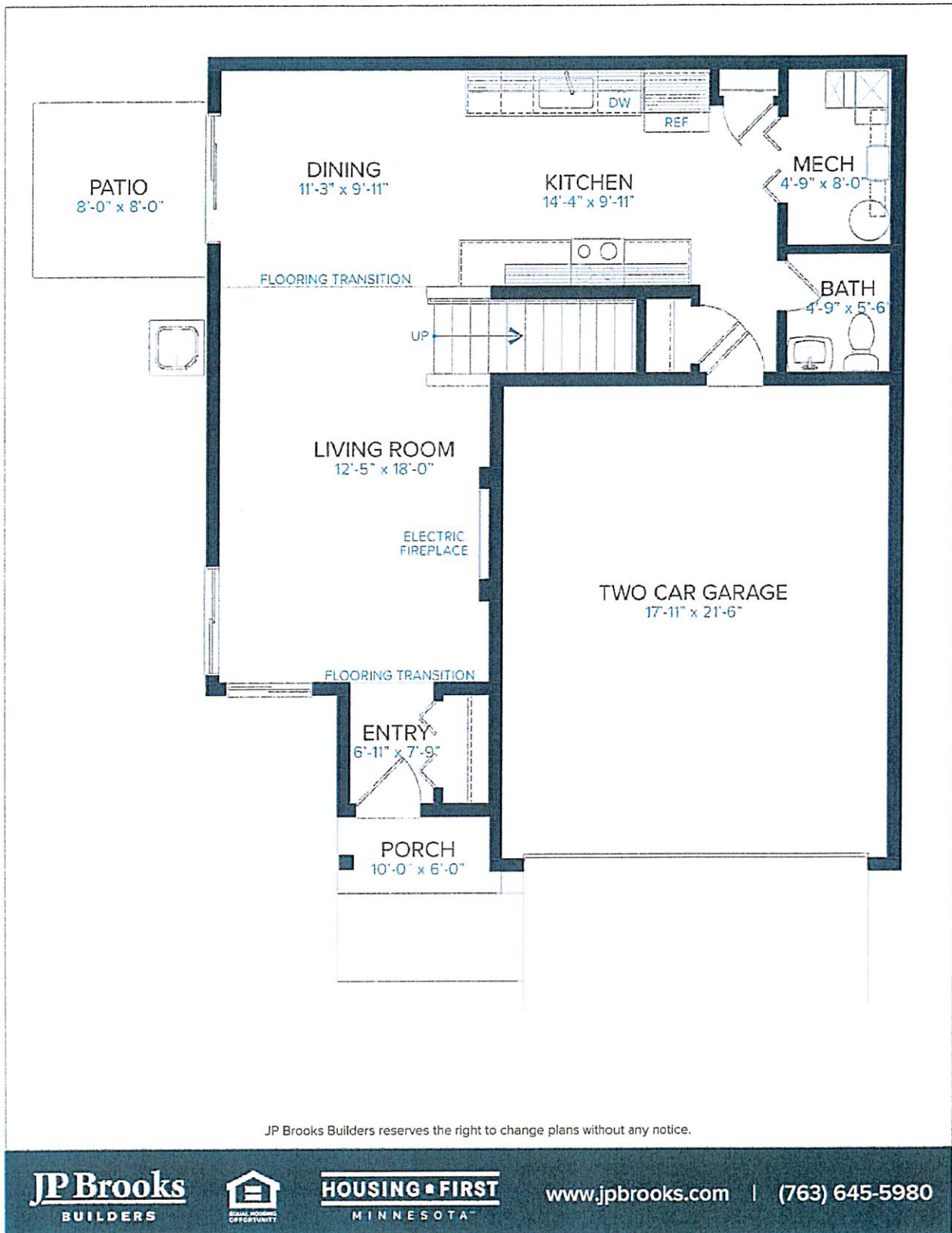


HOUSING • FIRST
MINNESOTA

www.jpbrooks.com | (763) 645-5980

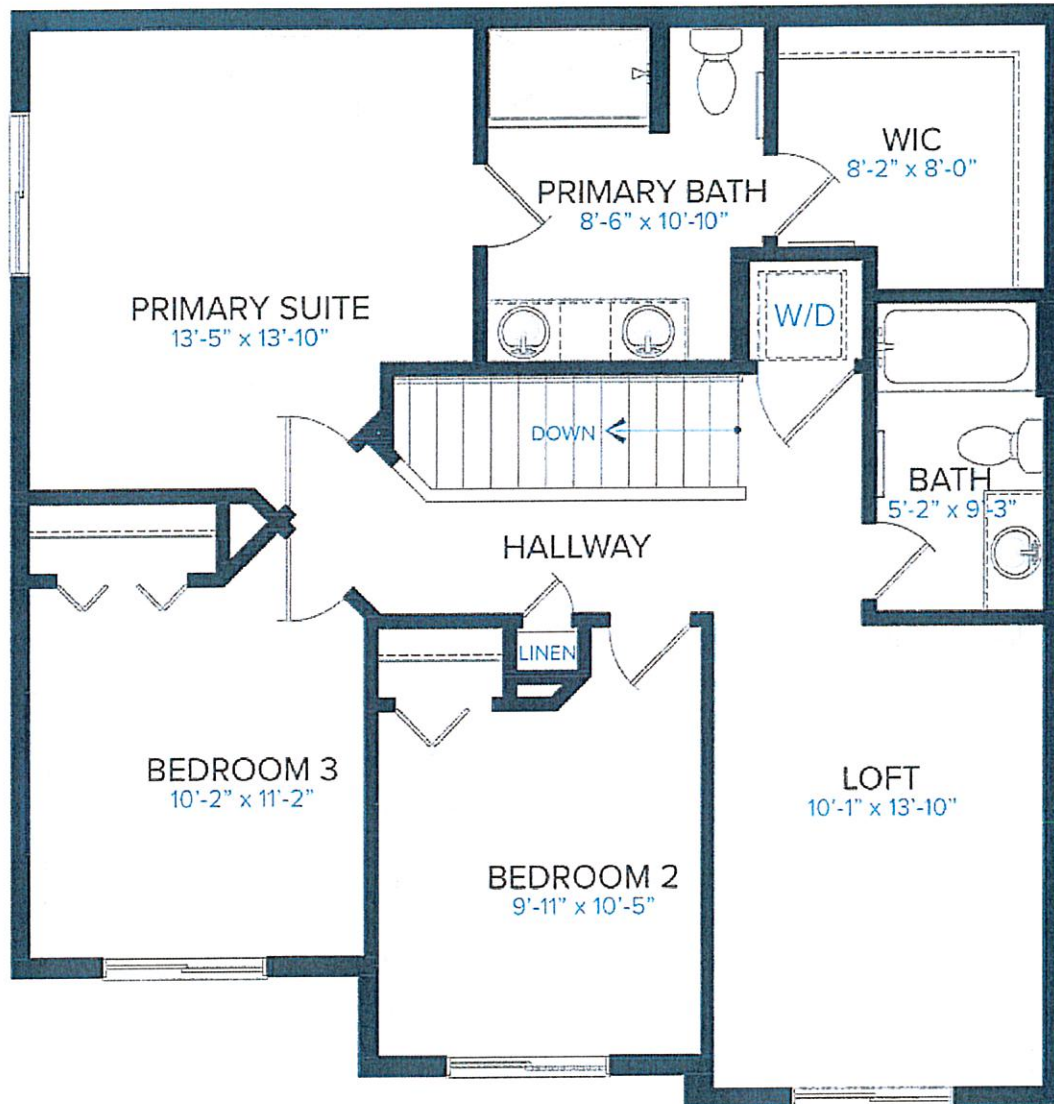
HAZELWOOD - MAIN LEVEL

BASE PLAN



HAZELWOOD - UPPER LEVEL

BASE PLAN



JP Brooks Builders reserves the right to change plans without any notice.

JP Brooks
BUILDERS

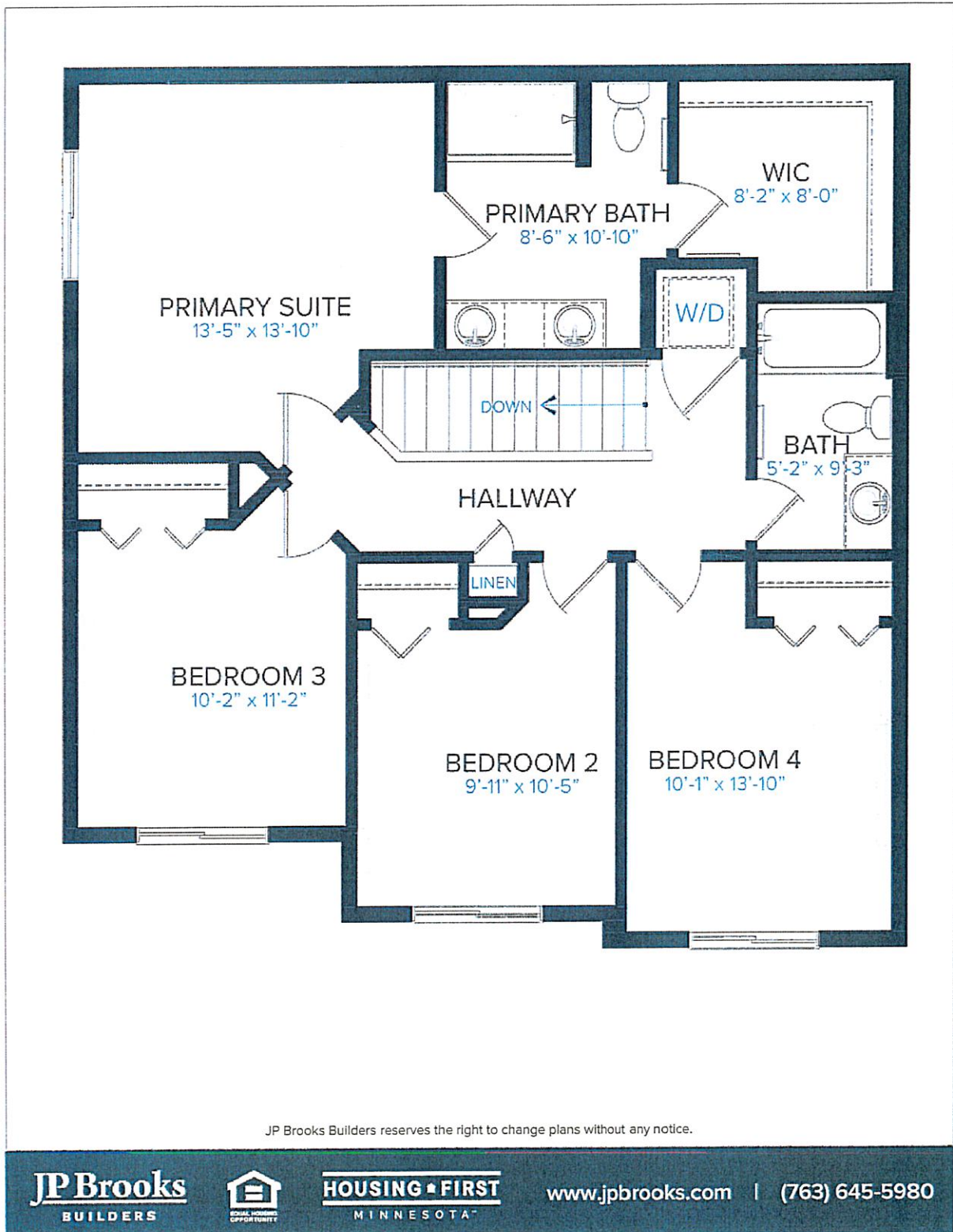


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HAZELWOOD - UPPER LEVEL

4TH BEDROOM OPTION



Birchwood

MIDDLE-UNIT TOWNHOME

JP Brooks
BUILDERS


3 Bedrooms



3 Bathrooms



1,709 Square Feet



2 Car Garage

Welcome to the Birchwood two story townhome floor plan, exclusive to the South Side Townhomes community! This middle unit includes front patio, a living room with electric fireplace, and a dining area that flows into the kitchen. The upper level features a large primary suite with a walk-in closet and a private bathroom, with two additional bedrooms down the hall, as well as a convenient laundry room and full bathroom.

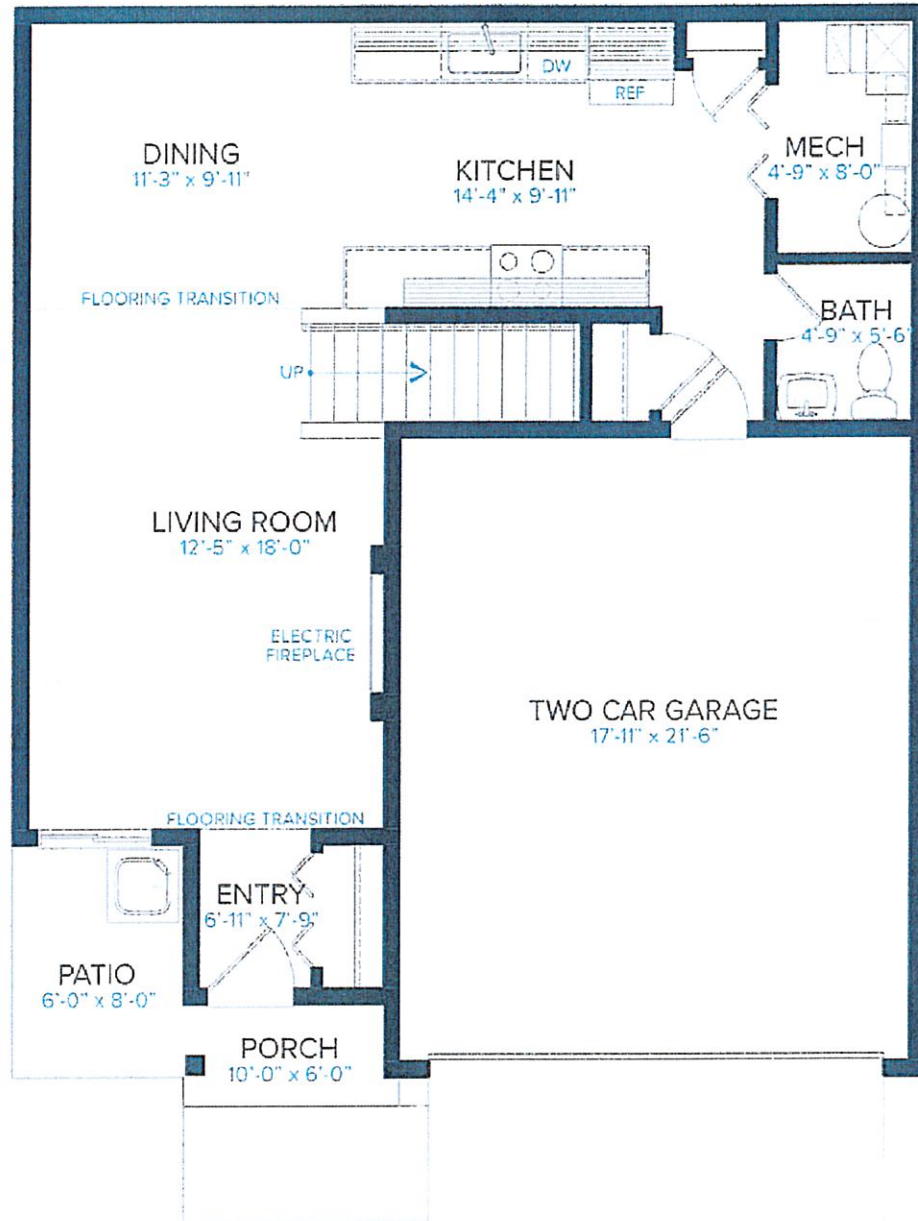
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BIRCHWOOD - MAIN LEVEL

BASE PLAN



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BIRCHWOOD - UPPER LEVEL

BASE PLAN



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**EXHIBIT C TO
CONTRACT FOR PRIVATE DEVELOPMENT**

**FORM OF
CERTIFICATE OF COMPLETION**

WHEREAS, the City of Montrose, a municipal corporation under the laws of Minnesota (the "City"), and JPB Land, LLC, a limited liability company under the laws of Minnesota (the "Developer"), have entered into a certain Contract for Private Development (the "Agreement") dated the ____ day of _____, 2024, and recorded in the office of the County Recorder in Wright County, Minnesota, as Document No. _____, which Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements, as defined in the Agreement; and

WHEREAS, the Developer has performed said covenants and conditions in a manner deemed sufficient by the City to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Phase I Minimum Improvements specified to be done and made by the Developer has been completed and the County Recorder in Wright County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: _____.

CITY OF MONTROSE

By: _____
_____, Mayor

By: _____
_____, City Clerk

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 202__,
 by _____, the Mayor of the City of Montrose, a municipal corporation under the laws
 of Minnesota, on behalf of the City.

 Notary Public

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument as acknowledged before me this ____ day of _____, 202__,
 by _____, the City Clerk of the City of Montrose, a municipal corporation under the
 laws of Minnesota, on behalf of the City.

 Notary Public

This Instrument was Drafted by:
 KENNEDY & GRAVEN, CHARTERED (RHB)
 150 South Fifth Street, Suite 700
 Minneapolis, MN 55402
 (612) 337-9300

**EXHIBIT D TO
CONTRACT FOR PRIVATE DEVELOPMENT
FORM OF AUTHORIZING RESOLUTION WITH NOTE
CITY OF MONTROSE**

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF, AND
PROVIDING THE FORM, TERMS, COVENANTS AND
DIRECTIONS FOR THE ISSUANCE OF ITS TAXABLE TAX
INCREMENT REVENUE NOTE, SERIES 202__ IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$2,053,043

BE IT RESOLVED BY the City of Montrose (the "City"), as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The City has heretofore approved the establishment of Tax Increment Financing District No. 4-2 (the "TIF District"), located in Development District No. 4 (the "Development District"), and has adopted a tax increment financing plan for the purpose of financing certain improvements within the Development District.

Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Phase I Minimum Improvements in the Development District. The bonds are payable from all or any portion of revenues derived from the Phase I Minimum Improvements and the Development Property (each as defined in the Agreement (defined below)) in the TIF District and pledged to the payment of the bonds. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its taxable Tax Increment Revenue Note, Series 202__ (the "Note"), in the aggregate principal amount up to \$2,053,043, for the purpose of financing certain public costs associated with the Phase I Minimum Improvements of the Development District.

1.02. Agreement Approved; Issuance, Sale and Terms of the Note. The City has previously approved the Contract for Private Development (the "Agreement") between the City and JPB Land, LLC, a limited liability company under the laws of Minnesota (the "Owner"), and authorized the Mayor and City Clerk to execute the Agreement. Pursuant to the Agreement, the Note will be issued to the Owner and will be dated as of the date of delivery. In exchange for the City's issuance of the Note to the Owner, the Owner will pay certain costs related to the Phase I Minimum Improvements (the Public Costs, as defined in the Agreement) pursuant to Section 3.2 of the Agreement. The Note will be delivered in the principal amount up to \$2,053,043 for reimbursement of the Owner's costs in constructing the Phase I Minimum Improvements of the Development Property in accordance with the terms of Sections 3.2 and 3.3 of the Agreement.

Section 2. Form of Note. The Note will be in substantially the following form, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
WRIGHT COUNTY
CITY OF MONTROSE

No. R-1

\$2,053,043

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 202__

Rate 0%

Date
of Original Issue

The City of Montrose (the "City"), for value received, certifies that it is indebted and hereby promises to pay to JPB Land, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of \$2,053,043, as and to the extent set forth herein.

1. Payments. Principal payments ("Payments") will be paid on August 1, 2027, and each February 1 and August 1 thereafter until the earlier of payment in full or February 1, 2051 ("Payment Dates"), in the amounts and from the sources set forth in Section 3 herein.

Payments are payable by mail to the address of the Owner or any other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. No Interest. No interest will be paid on this Note.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which will mean, on each Payment Date, all of the Tax Increment attributable to the Phase I Minimum Improvements (as defined in the Agreement) and paid to the City by Wright County, Minnesota in the six months preceding the Payment Date, except \$2,000 annually, all as the terms are defined in the Contract for Private Development between the City and Owner dated as of _____, 2024 (the "Agreement"). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default by the Owner under the Agreement.

The City will have no obligation to pay the principal of this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal of this Note on any Payment Date will not constitute a default hereunder as long as the City pays principal to the extent of Available Tax Increment. The City will have no

obligation to pay any unpaid balance of principal that may remain after the Final Payment Date of February 1, 2051.

4. Optional Prepayment. The principal sum payable under this Note is pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Suspension of Payment. At the City's option, the City's obligation to make any payments under this Note will be suspended upon the occurrence of an Event of Default on the part of the Developer as defined in Section 8.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 8.2 of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of \$2,053,043 issued to aid in financing certain public costs of a Development District undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on _____, 202__, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City of Montrose. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or the Agreement are for the benefit of the City and are not intended as representations on which the Owner may rely.

THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF THIS NOTE.

8. Registration and Transfer: Assignment. As provided in the Resolution, and subject to certain limitations set forth herein, this Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the City kept for that purpose at the principal office of the City's Administrator as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount and maturing on the same dates.

This Note may be transferred without the approval of the City; provided that this Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the City, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. This Note may be assigned with the consent of the City, which will not be unreasonably withheld or delayed. Notwithstanding anything to the contrary in this Note, in no event will a lender providing funds to the Developer and taking an assignment of the Note as security for such funds be required to sign an investment letter at either the time of execution of an assignment or transfer of the Note as a result of the assignment.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the city council of the City of Montrose, has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF MONTROSE

_____, Mayor

_____, City Administrator

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City's Administrator, in the name of the person last listed below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of City Administrator</u>
	JPB Land, LLC 13700 Reimer Drive N., Ste. 100 Maple Grove, Minnesota 55311 Attn: Art Plante Federal Tax ID # _____	

[End of Form of Note]

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note will be issued as a single typewritten note numbered R-1.

The Note will be issuable only in fully registered form. Principal of the Note will be payable by check or draft issued by the Registrar described herein.

3.02. Dates. Principal of the Note will be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

3.03. Registration. The City hereby appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at her office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the City, that the transfer is exempt from registration and prospectus delivery requirements of federal and

applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until she is satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for her refusal, in good faith, to make transfers which she, in her judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the City upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled by her and evidence of the cancellation will be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note will be prepared under the direction of the City Administrator and will be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by the City to the Owner following the delivery of the necessary items delineated in Section 3.3 of the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of the Note all Available Tax Increment as defined in the Note. Available Tax Increment will be applied to payment of the principal of the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution. In accordance with this pledge, City shall not use Available Tax Increment for any purpose or City project other than for the purposes stated in the Agreement.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof (to the extent required to be paid pursuant to this resolution) remains unpaid, the City will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of the Note. The City irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the City's account for the TIF District upon the payment of all principal to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution will be effective upon execution by the Mayor and City Administrator following authorization by the city council of the City of Montrose.

Adopted by the City of Montrose, this ____ day of _____, 202__.

_____, Mayor

_____, City Administrator

**EXHIBIT E TO
CONTRACT FOR PRIVATE DEVELOPMENT
FORM OF INVESTMENT LETTER**

To the City of Montrose (the "City")
Attention: City Administrator

Dated: _____, 202__

Re: \$ _____ Tax Increment Revenue Note (The Preserve of Montrose Project)

The undersigned, as Purchaser of \$2,053,043 in principal amount of the above-captioned Tax Increment Revenue Note (The Preserve of Montrose Project) (the "Note"), approved by the City of Montrose on _____, 202__, hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the City, as follows:

1. We understand and acknowledge that the Note is delivered to the Purchaser on this date pursuant to the Contract for Private Development by and between the City and the Purchaser dated _____, 2024 (the "Agreement").
2. The Note is payable solely from Available Tax Increment pledged to the Note, as defined therein.
3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the above-stated principal amount of the Note.
4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the City and the Note has been issued or prepared by the City, and that, in due diligence, we have made our own inquiry and analysis with respect to the City, the Note and the security therefor, and other material factors affecting the security and payment of the Note.
5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Note and the security therefor, and that as reasonable investors we have been able to make our decision to purchase the above-stated principal amount of the Note.
6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities

**EXHIBIT F TO
CONTRACT FOR PRIVATE DEVELOPMENT
OWNER-OCCUPIED HOUSING FORM**

PROPERTY INFORMATION

Legal description of property to be sold: Lot _____ Block _____
Subdivision The Preserve of Montrose

Parcel Identification No. _____

Postal Address of Parcel _____

PURCHASER INFORMATION

Name of Purchaser _____

Current Address _____

Current Phone # _____

Number of family/household members: _____

Annual Household Income* \$ _____

**Annual Household Income must be supported by documentation (i.e. copy of most current 1040's, etc.). Failure to provide verification will constitute a "non-qualifying family".*

INCOME LIMIT INFORMATION

<u>20</u> Income Limits	
<u>Family Size</u>	<u>Income</u>
1	
2	
3	
4	
5	
6	
7	
8	

Does the Purchaser meet these limits and has appropriate documentation been submitted?

_____ YES _____ NO

If No, the unit is an Ineligible Unit. If Yes, the unit is an Eligible Unit.

Signature of Purchaser(s) _____ Date _____

Signature of Seller _____ Date _____
_____ Date _____

Reviewed and approved on behalf [HOUSING CONSULTANT]

By _____ Date _____

**EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF MONTROSE, MINNESOTA**

HELD: March 11, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Montrose, Wright County, Minnesota, was duly called and held on the 11th day of March 2024, at 7:00 p.m.

The following members of the City Council were present:

And the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024 - 06

**RESOLUTION APPROVING
THE MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 4,
THE APPROVAL OF THE MODIFIED DEVELOPMENT PROGRAM RELATED THERETO,
THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 4-2 THEREIN, AND
THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO**

WHEREAS:

A. It has been proposed that the City of Montrose, Minnesota (the "City"), modify Municipal Development District No. 4 and the Development Program relating thereto, create Tax Increment Financing District No. 4-2 within Municipal Development District No. 4, and adopt a tax increment financing plan relating thereto, under the provisions of Minnesota Statutes, Sections 469.124 to 469.134 and 469.174 to 469.1794 (collectively, the "Act"); and

B. The City has investigated the facts and caused to be created the modified Development Program for Municipal Development District No. 4 and the Tax Increment Financing Plan for Tax Increment Financing District No. 4-2 therein; and

C. The City has performed all actions required by law to be performed prior to the modification of Development District No. 4, modification of the Development Program relating thereto, the creation of Tax Increment Financing District No. 4-2, and the adoption of the tax increment financing plan relating thereto, including, but not limited to, notification of Wright County and Buffalo-Hanover-Montrose School District #877, having taxing jurisdiction over the property to be included in Tax Increment Financing District No. 4-2, and the holding of a public hearing upon published notice as required by law;

NOW, THEREFORE, BE IT RESOLVED, by the City as follows:

1. Municipal Development District No. 4 and Tax Increment Financing District No. 4-2 therein.
The City hereby approves the modification of Municipal Development District No. 4 and the Development Program relating thereto, and the establishment of Tax Increment Financing District No. 4-2 within Municipal Development District No. 4 and the Tax Increment Financing Plan relating thereto, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.

2. Tax Increment Financing Plan. The Tax Increment Financing Plan are adopted as the tax increment financing plan for Tax Increment Financing District No. 4-2 and the City makes the following findings:

- (a) Tax Increment Financing District No. 4-2 is a housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11:

Criteria for this type of district is described in Section 12 of the Tax Increment Financing Plan. The City will ensure all development is in compliance with income limits.

- (b) The proposed development, in the opinion of the City, would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 4-2 permitted by the Tax Increment Financing Plan.

The project developer has indicated that TIF assistance is necessary to control certain development costs such that a reasonable purchase price can be achieved which will enable the developer to sell new housing units. Without tax increment assistance, the developer believes that the project will not be able to achieve final pricing that will enable the developer to be successful.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis indicates that:

1. The increase in estimated market value of the proposed developments is \$49,469,400; and
 2. The present value of expected tax increments collected over the maximum duration of the TIF District is \$3,877,479; and
 3. The expected increased estimated market value of the site without the use of tax increment is \$2,750,000, assuming the land is developed for large lot single-family residential use.
- (c) The Tax Increment Financing Plan for Tax Increment Financing District No. 4-2 conforms to the general plan for development or redevelopment of the City of Montrose as a whole.
- The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances and serves to promote the City's development objectives.
- (d) The Tax Increment Financing Plan will afford maximum opportunity, consistent with the sound needs of the City of Montrose as a whole, for the development of Tax Increment Financing District No. 4-2 by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within Municipal Development District No. 4.

3. Public Purpose. The adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City, to provide affordable owner-occupied housing, to create construction jobs, to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.

4. Authorization of Interfund Loan. The City hereby authorizes internal funding in a principal amount equal to all Project costs listed in the TIF Budget. Funds will be provided from the General Fund, repaid over the term of the TIF District, and include interest at a fixed rate of 5.0%. (This interest rate is the greater of the rates specified under Minnesota Statutes 270C.40 and 549.09.)
5. Certification. The Auditor of Wright County is requested to certify the original net tax capacity of Tax Increment Financing District No. 4-2 as described in the Tax Increment Financing Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within Tax Increment Financing District No. 4-2 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.
6. Filing. The City Administrator is further authorized and directed to file a copy of the Tax Increment Financing Plan with the Commissioner of Revenue and the Office of the State Auditor.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
CITY OF MONTROSE) SS
COUNTY OF WRIGHT)

I, the undersigned, being the duly qualified and acting Administrator of the City of Montrose, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the establishment of Tax Increment Financing District No. 4-2 within Municipal Development District No. 4 in the City.

WITNESS my hand this 11th day of March, 2024.

Jessica Bonniwell, City Administrator