



AGENDA – Special City Council Meeting

Tuesday, June 17, 2025

6:30 p.m.

1. **CALL TO ORDER – Pledge of Allegiance & Roll Call**
2. **REVIEW COUNCIL CANDIDATE APPLICATIONS**
3. **APPROVE REDWOOD COUNTY ASSESSING CONTRACT**
4. **PARK BATHROOMS MAINTENANCE**
5. **ADJOURN**

CITY OF MILROY
410 EUCLID AVENUE
PO BOX 9
MILROY, MN 56263

APPLICATION FOR POSITION OF COUNCIL MEMBER

The City prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status about public assistance, membership, or activity in a local commission, disability, or age in all aspects of our personnel policies, practices, and operations.

The position involves one regular meeting each month, held on the fourth Monday at 6:30 p.m. at Milroy City Hall.

Special meetings are called as needed. A Council Member may be appointed to serve on other boards/ committees.

NAME: Jeff Van De Wiele

HOME ADDRESS: 400 N Prospect St

CITY/STATE: Milroy MN 56263

EMAIL: vandew@mnvalnet

PHONE: 507-829-9681

1. How long have you lived in Milroy?

Since 1982

2. What is your current occupation and where do you work?

retired

3. Being part of the City Council requires attendance at night-time meetings. Does your work schedule allow you to attend those occasional meetings? yes

4. Briefly describe your involvement in the Milroy Community including the organizations to which you currently belong as well as organizations in which you've been active in the past.

city maintenance 10 yrs Mayor - 18 years
fire dept - 20 yrs
first responder 5 years

5. What aspects of your current or past occupation(s) will help you as a Mayor/Council Member?

5 years - MPCA wastewater spec
4 years - County Planning & Zoning admin

6. What do you think are the major issues currently facing the City? Setting a budget, forecast future expense and try to follow thru.

7. Why does the appointment to this elective office interest you? Why should the City Council appoint you to this vacancy?

To try to get city on a focused future that benefits the people of Milroy - NOT JUST A FEW - but everyone.

Qualifications for Office:

- I will be 21 years of age.
- I will have been a resident of the City of Milroy for 30 days prior to 6/23/2025.
- I have not been convicted of a felony, or if convicted, I have had my civil rights restored.

I have read and understand the above qualifications of the office and they are true. I also attest that the answers on this application are true and correct.

Signed: _____

Jeff Van der Wiele

Date: 6-12-25

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410 EUCLID AVENUE
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Special meetings are called as needed. A Council Member may be appointed to serve on other boards/ committees.

NAME: Tom Marks

HOME ADDRESS: 101 Lorraine St.

CITY/STATE: Milroy, Mn.

EMAIL: TrapperTom1950@GMail.Com

PHONE: 507-530-4618

1. How long have you lived in Milroy? *SINCE 1972*

2. What is your current occupation and where do you work?

Retired

3. Being part of the City Council requires attendance at night-time meetings. Does your work schedule allow you to attend those occasional meetings?

yes

4. Briefly describe your involvement in the Milroy Community including the organizations to which you currently belong as well as organizations in which you've been active in the past.

*AMERICAN LEGION, 53 yrs, Served as commander. Fire
milroy School Board, milroy Fire dept 20yr Served as Chief
Firearm safety INSTRUCTOR 54 yrs. St Michaels Repair Board 21yrs*

5. What aspects of your current or past occupation(s) will help you as a Mayor/Council Member?

Dealt with Finances,

over →

6. What do you think are the major issues currently facing the City?

pay down dept, -

7. Why does the appointment to this elective office interest you? Why should the City Council appoint you to this vacancy?

*What I am concerned of How
tax dollars are spent.*

Qualifications for Office:

- I will be 21 years of age.
- I will have been a resident of the City of Milroy for 30 days prior to 6/23/2025.
- I have not been convicted of a felony, or if convicted, I have had my civil rights restored.

I have read and understand the above qualifications of the office and they are true. I also attest that the answers on this application are true and correct.

Signed: _____

Tom Marks

Date: _____

6-12-25

was Head of Repair Board, ^{Head of} St. Michaels Finance Board
20 yrs. Serving on Milroy Centary Board, worked at
USPS for 30 yrs, postmaster in milroy for 16 yrs
past president of milroy J.C.s 3 yrs, US Army 1970-72
was on all school reunion panel,

Redwood County Assessor
403 South Mill Street
P.O Box 130
Redwood Falls, MN 56283
Phone: (507) 637-4008 ~~Fax: (507) 637-4009~~
redwoodcounty-mn.us



To Whom IT May Concern

Enclosed is an assessing services contract between Redwood County and your local jurisdiction.

This proposed contract is similar to the previous one that pertained to the 2024 and 2025 assessment years other than the term length.

This contract will be three years instead of the previous 2-year duration. The proposed assessing service rate will remain at \$12 per parcel.

At your convenience, please fill out the contract that is provided within this envelope.

Thank You,

Jesse Jacobson

Redwood County Assessor

ASSESSMENT AGREEMENT BETWEEN LOCAL UNIT AND COUNTY OF REDWOOD

THIS AGREEMENT ("Agreement"), made and entered into by and between the COUNTY OF REDWOOD, a political subdivision of the State of Minnesota, hereinafter referred to as the "COUNTY", and the City of Milroy, a political subdivision of the State of Minnesota, hereinafter referred to as "CITY";

WHEREAS, said CITY lies wholly within the COUNTY OF REDWOOD and constitutes a separate assessment district;

WHEREAS, under such circumstances, Minn. Stat. 273.072 and Minn. Stat. 471.59 permit the County Assessor to provide for the assessment of property;

WHEREAS, said CITY desires the COUNTY to perform certain assessments on behalf of said CITY; and

WHEREAS, the COUNTY maintains a County Assessor pursuant to Minn. Stat. 273.061 and is willing and able to provide said assessment services to CITY;

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

1. Scope of Services. The COUNTY shall perform the property assessment services for the CITY in accordance with property assessment procedures and practices established and observed by the COUNTY, the validity and reasonableness of which are hereby acknowledged and approved by the CITY. Any such practices and procedures may be changed from time to time, by the COUNTY in its sole judgment, when good and efficient assessment procedures so require. The property assessment by the COUNTY shall be composed of those assessment services which are set forth in Exhibit A, attached hereto, and made a part hereof by this reference, provided that the time frames set forth therein shall be considered to be approximate only.
2. Term. This Agreement shall commence on July 1, 2025, and shall terminate upon receipt final payment in 2028. Final payment shall be received no later than the date listed in Section 9 of this agreement. Either party may initiate an extension of this Agreement for a term of three (3) years by giving the other written notice of its intent to so extend ninety (90) days prior to the termination date of this agreement. Any extended term hereof shall be on the same terms and conditions set forth herein. If the party who receives said notice of intent to extend gives written notice to the other party of its desire not to extend prior to ninety (90) days this Agreement shall terminate in accordance with this Agreement.
3. Abolishment of the Office of the CITY Assessor. Upon the acceptance of this Agreement, the office of the CITY Assessor or any contract for assessment services for the CITY shall be abolished or terminated pursuant to Minn. Stat. 273.07, subd. 2. The CITY shall obtain all required consents or approvals necessary from the Commissioner of Revenue, if any, to abolish the office of the CITY Assessor or any contract for assessment services. The parties shall jointly cooperate to the degree necessary to obtain approval of this Agreement by the Commissioner.

4. Duties of CITY. It shall be the responsibility of the CITY to furnish to the COUNTY all information, records, data, reports, etc. necessary to allow the COUNTY to carry out its responsibilities herein. The necessary information, records, data, reports, etc. shall be furnished to the COUNTY without charge by the CITY, and the CITY agrees to cooperate in good faith with the COUNTY in carrying out the work under this Agreement.

The COUNTY shall own and retain all records, including but not limited to any and all assessment appraisal records, created by the County Assessor under this Agreement and shall be the responsible party for said records under the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13). The COUNTY shall continue to own and retain, subject to statutory retention obligations, all such records after the termination of this Agreement.

5. Duties of COUNTY. The COUNTY will abide by the requirements of Minn. Stat. 273.061 for establishment of an office of county assessor. The COUNTY represents that it has, or will secure at its own expense, all personnel required to perform the assessment services under this Agreement. All such personnel shall meet the applicable accreditation standards and other ethical guidelines that apply to individuals providing assessing services in the State of Minnesota.

The COUNTY shall provide all assessing duties and services to the CITY as outlined in Exhibit A.

6. Authorized Representative. The County Assessor shall serve as the Authorized Representative of the COUNTY and as the liaison with the CITY. The Authorized Representative shall have the express authority to make all contacts with the CITY on behalf of the COUNTY. The CITY shall submit reports and other materials prepared pursuant to this Agreement to the Authority's Authorized Representative, by mailing or delivering them to:

Redwood County Assessor
403 S Mill Street
Redwood Falls, Minnesota 56283

7. Relationship Between the Parties. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers, co-partners, or an association between the parties hereto or as constituting the CITY as the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.

Any and all personnel of CITY or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the COUNTY and shall not be considered employees of the COUNTY and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or

alleged employment including, without limitation, claims of discrimination against the CITY, its officers, agents, or employees shall in no way be the responsibility of the COUNTY, and CITY shall defend, indemnify and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

8. Indemnification. The CITY agrees that it will defend, indemnify and hold the COUNTY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the CITY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The CITY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

COUNTY agrees that it will defend, indemnify and hold the CITY, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the COUNTY, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The COUNTY's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9. Compensation. The current assessment contains approximately 206 Parcels. In consideration for said assessment services, the CITY shall pay to COUNTY the sum of \$12.00 per parcel in 2026 for the 2026 assessment and \$12.00 per parcel in 2027 for the 2027 assessment and \$12.00 per parcel in 2028 for the 2028 assessment. Payment shall be made no later than September 15 of each year of the Term of the Agreement. Payment would be made payable to the County of Redwood directed to the County Auditor/Treasurer.
10. Notice. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

11. Disputes. The COUNTY's Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the work to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the work must be referred to the COUNTY's Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to the COUNTY's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to the COUNTY's Authorized Representative within 45 days of the event, unless the COUNTY's Authorized Representative allows for additional time based on the availability of complete and accurate data. The COUNTY shall continue to perform while the claim or dispute is pending. The issuance of a decision by the COUNTY's Authorized Representative shall be a condition precedent to the CITY's exercise of the rights and remedies the CITY may have under this Agreement or at law with respect to the claim, dispute or other matter.

12. Termination.

With Cause. This Agreement may be suspended or terminated by either party if any of the terms or conditions of this Agreement are violated. In the event either party exercises its right to terminate this Agreement, the terminating party shall submit written notice to the other party specifying the extent of the termination and the reasons therefore, and the date upon which termination becomes effective.

Without Cause. Either party may terminate this Agreement without cause by giving at least 90 days written notice to the other party. Upon receipt of a notice of such termination, the COUNTY shall take all action necessary to discontinue work pursuant to the Agreement.

Payment upon Termination. The COUNTY shall be entitled to payment for all work satisfactorily performed.

If the CITY should cancel this Agreement, as above provided, before the completion of the then current property assessment by the COUNTY, the CITY agrees to defend and hold the COUNTY, its officials, officers, agents, employees and duly authorized volunteers harmless from any liability that might ensue as a result of the non-completion of a property tax assessment.

13. Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Indemnification; Records and Information; Governing Law; Jurisdiction; Venue.

14. Entire Agreement; Amendments; Conflicts. This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such

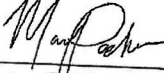
amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15. Compliance with Applicable Law. The COUNTY agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the COUNTY's performance of the provisions of this Agreement. It shall be the obligation of the COUNTY to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.
16. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Redwood. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.
17. Equal Employment Opportunity. In connection with the execution of this Agreement, the COUNTY agrees that it will comply with Minn. State § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
18. Conflict of Interest. The parties affirm that, to the best of their knowledge, this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The parties agree that, should any conflict or potential conflict of interest become known to the parties, they will immediately notify the other party of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict.
19. Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
20. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

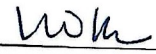
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers and delivered on its behalf, this 20th day of May 2025.

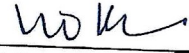
COUNTY OF REDWOOD
STATE OF MINNESOTA

Reviewed by County
Attorney's Office:


Date: 5/13/2025

By: 
Chair of the County Board

And: 
Assistant/Deputy/County Administrator

ATTEST: 
Deputy/Clerk of the County Board

City of Milroy

By: _____

Its _____

And: _____

Its _____

City organized under:

_____ Statutory _____ Option A _____ Option B _____ Charter

EXHIBIT A
City of Milroy

During the contract term, the County shall:

1. Physically inspect and revalue 20% of the real property per year, as required by law.
2. Physically inspect and value all new construction, additions, and renovation.
3. Adjust estimated market values on those properties not physically inspected as deemed necessary per sales ratio analysis.
4. Prepare the initial assessment roll.
5. Print and mail valuation notices.
6. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
7. Conduct valuation reviews prior to Board of Review or Open Book Meetings, as determined by the Local Board at their meeting for a continuance of their annual meeting in April.
8. Attend Board of Review or conduct Open Book Meeting. Prepare all necessary review appraisals for April meetings.
9. Maintain an updated property file including current values, classification data, and characteristic data.
10. Prepare divisions and combinations as required.
11. Administer the abatement process pursuant to Minn. Stat. §375.192.
12. Prepare appraisals, defend, and negotiate all Tax Court cases.
13. Provide all computer hardware and software applications necessary to complete contracted services.
14. Process all homestead and special program applications.