

*** * AMENDED AGENDA * ***



CITY COUNCIL AGENDA- REGULAR MEETING Monday, August 12, 2019 7:00 PM

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

Montrose Community Center
200 Center Avenue South
Montrose, MN 55363

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Paul Baker – Montrose Methodist Church

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF CONSENT AGENDA

A. Minutes

1. July 8, 2019 Regular City Council Meeting – prepared by D. Boelter
2. July 29, 2019 Special City Council Meeting – prepared by D. Boelter

B. Accounts Payable

1. City, August 12, 2019 – prepared by W. Manson
2. Fire Department, August 12, 2019 – prepared by W. Manson

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

D. Resolution No. 2019-17 – Repeal Annexations

1. Resolution No. 2019-17 – *Resolution Repealing Annexation Resolutions*

E. Schedule a Joint City Council and Montrose Streetscape Committee Workshop – August 21, 2019

1. Schedule a Joint City Council and Montrose Streetscape Committee Workshop for Wednesday, August 21, 2019 at 5:00 p.m. to be held in the Montrose City Hall Conference Room
- F. Schedule a Special City Council Meeting – August 26, 2019
 1. Schedule a Special City Council Meeting for Monday, August 26, 2019 at 3:30 p.m. to be held in the Montrose City Hall Conference Room
- G. Schedule a City Council Workshop – August 26, 2019
 1. Schedule a City Council Workshop to review the proposed year 2020 Budget and Levy for Monday, August 26, 2019 immediately following the Special City Council Meeting and to be held in the Montrose City Hall Conference Room
- H. Reschedule the September 18, 2019 Planning and Zoning Commission Meeting
 1. Reschedule the Wednesday, September 18, 2019 Planning and Zoning Commission Meeting to Wednesday, September 11, 2019 at 7:00 p.m. in the Montrose Community Center
- I. Resolution No. 2019-18 – Summary Publication of Ordinance 2019-07
 1. Resolution No. 2019-18 – *A Resolution Authorizing Summary Publication Of Ordinance 2019-07 An Ordinance Amending Chapter 1031: Alternative Energy Systems To Establish Additional Standards For Solar Farms Within The City*
- J. Initiative Foundation – Annual Funding Request
 1. Authorize City Staff to Allocate \$260.00 for the Initiative Foundation in the Year 2020 Budget
- K. Reschedule the September 2, 2019 Park and Recreation Commission Meeting
 1. Reschedule the Monday, September 2, 2019 Park and Recreation Commission Meeting to Wednesday, September 4, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room due to the Labor Day Holiday
- L. Montrose Lions Club – Application to Conduct Off-Site Gambling
 1. Approve the Montrose Lions Club's Application for Off-Site Gambling to conduct Bingo at the Montrose Lions Park from August 17, 2019 through August 19, 2019 during the Montrose Days Celebration
- M. Schedule a Public Hearing – Monday, August 26, 2019
 1. Schedule a Public Hearing to consider amendments to the City of Montrose Economic Development Authority's Governing Resolution for Monday, August 26, 2019 at 3:30 p.m. to be held in the Montrose City Hall Conference Room
7. OPEN FORUM
8. WRIGHT COUNTY SHERIFF'S OFFICE
 - A. July, 2019 Monthly Report
9. REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS, AND COMMITTEES
 - A. City Council
 1. Monthly Activity Report
 - B. Montrose Fire Department

1. July, 2019 Activity Report
2. Insurance Services Office (I.S.O.) Audit Results
3. Hiring of Firefighters
4. Leave of Absence for Mr. Keith Johnson – Effective July 3, 2019
 - a) Approve a six (6) month Leave of Absence for Mr. Keith Johnson.
5. Resignation of Mr. Ralph Brown – Effective July 31, 2019
 - a) Mr. Brown was a member of the Montrose Fire Department for six (6) years, ten (10) months and twenty-seven (27) days.

C. Park and Recreation Commission

1. July 10, 2019 Park and Recreation Commission Meeting Minutes
2. August 5, 2019 Park and Recreation Commission Meeting Minutes
3. **Regional Park Fencing**
4. Winter Skating Rink
5. Montrose Days - Coin Hunt

D. Planning and Zoning Commission

1. July 10, 2019 Planning and Zoning Commission Meeting Minutes – *Will be available the night of the City Council Meeting*
2. August 21, 2019 Planning and Zoning Commission Meeting – Public Hearing
3. September 2019 Planning and Zoning Commission Meeting

E. City Engineer

1. Trunk Highway 25 (TH 25) Improvements Project – Authorize Advertisement for Bids
2. Emerson Avenue Improvements Project – Authorize Request for Quotes
3. Update on Sludge Removal Options at the Wastewater Treatment Plant (WWTP)

10. OLD BUSINESS

11. NEW BUSINESS

- A. Purchase of Property – Parcel Identification Number (P.I.D. #) 112-012-005051
 1. Resolution No. 2019-19 *A Resolution Approving the Purchase of Real Property and Dispensing with Statutory Requirements for Review by Planning Commission*
- B. Wright County Sheriff's Office – Year 2020-2021 Contract

12. UPCOMING MEETINGS

- A. Joint City Council and Montrose Streetscape Committee Workshop – Wednesday, August 21, 2019 at 5:00 p.m. in the Montrose City Hall Conference Room
- B. Planning and Zoning Commission Meeting – Wednesday, August 21, 2019 at 7:00 p.m. in the Montrose Community Center
- C. Special City Council Meeting – Monday, August 26, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- D. City Council Year 2020 Budget and Levy Workshop – Monday, August 26, 2019 immediately following the Special City Council Meeting in the Montrose City Hall Conference Room
- E. Park and Recreation Commission Meeting – Wednesday, September 4, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- F. Regular City Council Meeting – Monday, September 9, 2019 at 7:00 p.m. in the Montrose Community Center

- G. Planning and Zoning Commission Meeting – Wednesday, September 11, 2019 at 7:00 p.m. in the Montrose Community Center
- H. City Council Workshop – Monday, September 23, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

13. ACKNOWLEDGEMENTS

14. ADJOURNMENT

City of Montrose
 Regular City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, July 8, 2019
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, July 8, 2019 at 7:00 p.m.

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

2. ROLL CALL

Present: Mayor Michelle Otto
 Council Member Tom Marszalek
 Council Member Kirby Moynagh

Absent: Council Member Lloyd Johnson
 Council Member Ben Kuehl

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer
 Ms. Wendy Manson, Deputy Clerk
 Mr. Wayne McCormick, Public Works Department Director
 Mr. Kevin Triplett, Montrose Fire Department Chief
 Ms. Amy Schutt, City Attorney
 Mr. Myles Campbell, City Planner
 Mr. Cody Mathison, City Engineer

3. INVOCATION

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

Ms. Therese Marszalek administered the Invocation.

4. INTRODUCTION OF ADMINISTRATIVE ASSISTANT

A. Introduction of the Newly Hired Administrative Assistant – Ms. Heidi Dahlin

Ms. Boelter introduced the newly hired Administrative Assistant, Ms. Heidi Dahlin.

5. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was taken.

6. APPROVAL OF THE AGENDA

A. Approval of the Agenda

Council Member Marszalek motioned to approve the July 8, 2019 Regular City Council Meeting Agenda. Council Member Moynagh seconded the motion. Motion carried 3-0.

7. APPROVAL OF THE CONSENT AGENDA

A. Minutes

1. Accepted the minutes of the June 10, 2019 Regular City Council Meeting.
2. Accepted the minutes of the June 19, 2019 Montrose Streetscape Committee Meeting.
3. Accepted the minutes of the June 24, 2019 Joint City Council and Park and Recreation Commission Workshop.

B. Accounts Payable

1. Approved the July 8, 2019 Accounts Payable for the City of Montrose.
2. Approved the July 8, 2019 Accounts Payable for the Montrose Fire Department.

C. Approved the Monthly Utility Adjustments for June, 2019.

D. Approved a One To Four Day Temporary On-Sale Liquor License for the Montrose Days Celebration being held from August 16, 2019 through August 18, 2019.

E. Reschedule September 18, 2019 Montrose Streetscape Committee Meeting

1. Rescheduled the Wednesday, September 18, 2019 Montrose Streetscape Committee Meeting to Wednesday, August 21, 2019 at 5:00 p.m. to be held in the Montrose City Hall Conference Room.

F. Changed the July 29, 2019 City Council Workshop to a *Special City Council Meeting* at 3:30 p.m. to be held in the Montrose City Hall Conference Room.

Council Member Moynagh motioned to approve the Consent Agenda as presented. Council Member Marszalek seconded the motion. Motion carried 3-0.

8. OPEN FORUM

9. WRIGHT COUNTY SHERIFF'S OFFICE

A. June, 2019 Monthly Report

Deputy Connor Gerads referred to the June, 2019 *Wright County Sheriff's Office Report* found in the City Council Packet.

10. 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. June, 2019 Activity Report

Mr. Kevin Triplett referenced the *Monthly Activity Report* for the month of June, 2019 that was found in the City Council Packet.

2. Resignation of Firefighter Mr. John Wick – Effective June 30, 2019

Mr. Triplett recognized Mr. John Wick for his seven (7) months and eleven (11) days of service on the Montrose Fire Department.

Mayor Otto motioned to accept the resignation of Mr. John Wick from the Montrose Fire Department effective June 30, 2019. Council Member Moynagh seconded the motion. Motion carried 3-0.

C. Park and Recreation Commission

1. June 24, 2019 Joint City Council and Park and Recreation Commission

Ms. Boelter gave an overview of the items discussed at the June 24, 2019 Joint City Council and Park and Recreation Commission Meeting.

D. Planning and Zoning Commission

1. June 19, 2019 Planning and Zoning Commission Meeting Minutes

Mr. Myles Campbell, City Planner from Northwest Associated Consultants (NAC) gave an overview of the items discussed at the June 19, 2019 Planning and Zoning Commission Meeting.

2. Ordinance 2019-07 *An Ordinance Amending Chapter 1031: Alternative Energy Systems to Establish Additional Standards for Solar Farms Within the City*

Mr. Campbell gave a brief overview of the amendments made to the City's *Alternative Energy Systems Ordinance*.

Council Member Moynagh motioned to adopt Ordinance 2019-07 *An Ordinance Amending Chapter 1031: Alternative Energy Systems to Establish Additional Standards for Solar Farms Within the City*. Council Member Marszalek seconded the motion. Motion carried 3-0.

3. 150 Nelson Boulevard

Council Member Marszalek asked Mr. Campbell for an update on the parking lot for the proposed business at 150 Nelson Boulevard.

Mr. Campbell gave an update on the proposed business and what documents the property owners has to provide the City to move forward.

4. Smoke Shop Business

Council Member Marszalek stated that Wright County approved a license for a Smoke Shop to do business out of the building located at 330 Nelson Boulevard.

Mayor Otto shared her concerns regarding a smoke business in the City of Montrose. Mr. Campbell stated that this type of business is regulated by Wright County; so, the City cannot restrict them from conducting business in Montrose.

E. City Engineer

1. Trunk Highway 25 (TH 25) Improvements Project – Authorize Advertisement for Bids

Mr. Cody Mathison, City Engineer from Wenck stated that the Minnesota Department of Transportation (MN DOT) staff has completed their review and signed off on the plans for the Trunk Highway 25 (TH 25) Improvements Project. With MN DOT staff's approval of the final plans, City staff may now advertise the project for bids, and open bids. Necessary property acquisitions have been completed to allow for utility relocation and the proposed improvements.

Mr. Mathison continued by stating that following the receipt of bids, a bid abstract will be developed and presented to the City Council for consideration. The bid abstract is to be submitted to MN DOT staff for review and approval before the City may elect to award the project to the low bidder.

Mr. Mathison gave the anticipated schedule for the TH 25 Improvements Project:

- ✓ July 8th, 2019: Authorize Advertisement for Bids
- ✓ July 11th, 2019: Advertisement in the Legal Paper
- ✓ August 2nd, 2019: Bid Submissions Due/Bid opening

- ✓ August 12th, 2019: Present Bids to Council for Consideration
- ✓ End of August, 2019: Begin construction
- ✓ October 31st, 2019: Complete construction

Council Member Marszalek motioned to authorize City staff to advertise for bids for the Trunk Highway Twenty-Five (TH 25) Improvements Project. Council Member Moynagh seconded the motion. Motion carried 3-0.

2. Emerson Avenue Improvements Project – Authorize Request for Quotes

Mr. Mathison stated that Wenck staff have prepared plans and a quote package for the proposed improvements to Emerson Avenue. Since the proposed improvements are estimated to be less than \$175,000, the City has the option to obtain quotes for the project rather than using the competitive bidding process, per Minnesota State Statute 471.342.

Mr. Mathison continued by stating that the proposed improvements to Emerson Avenue are to widen the section from 2nd Street to Mindy Lane from the existing nineteen feet (19') width to a twenty-eight feet (28') width; which would better align this segment of Emerson Avenue with the segments to the north and south. Reclamation of the existing street section is proposed along with the addition of concrete curb and gutter along both sides of the street.

Mr. Mathison presented the anticipated schedule for the Emerson Avenue Improvements Project:

- July 8th, 2019: Authorize Request for Quotes
- July 10th, 2019: Solicit Quote Requests to Contractors
- August 2nd, 2019: Quote Results due
- August 12th, 2019: Present Quotes to Council for Consideration
- End of August, 2019: Begin construction
- October 31st, 2019: Complete construction

Council Member Moynagh asked if the City will be notifying the schools regarding the Project; so, they can change their bus routes. Mr. Mathison stated yes.

Mayor Otto asked if the residents on Emerson Avenue will be notified of the improvements being done. Mr. Mathison stated that residents that will be impacted by the Project will be notified.

Mr. Mathison stated that there will be a limited impact to the bus routes and to the residents.

Council Member Moynagh motioned to authorize City staff to request quotes for the Emerson Avenue Improvements Project. Council Member Marszalek seconded the motion. Motion carried 3-0.

3. Montrose Wastewater Treatment Plant – Sludge Removal Options

Mr. McCormick stated that he has been working with the City's Engineer to identify a system for removing sludge from the Wastewater Treatment Plant (WWTP).

Mr. Mathison stated that Wenck staff have assisted the Public Works Department staff in evaluating options to address an issue occurring within the Montrose WWTP. Currently, there is an excess accumulation of sludge within the biosolids storage tank; which, has set up and has proven difficult to remove and manage. A sample of the sludge buildup was taken for evaluation.

Mr. Mathison stated that Wenck's Emergency Response (ER) division was consulted for methods removal options. Wenck's ER staff are experienced in response to hazardous materials spills and have experience assisting other clients with similar situations. Wenck staff can self-perform the proposed options:

Option One (1): Drum Filter/Vacuum System

Mr. Mathison stated that this system is truck mounted and consists of a rotating circular drum filter which would separate the liquids from the sludge solids through a vacuum. The solids are then scraped off the outside of the drum filter with a cutting edge for removal and disposal.

- ❖ Estimated Daily Production: 9,600 gallons
- ❖ Estimated Daily Rate: \$7,800

Option Two (2): Vac Box and Guzzler

Mr. Mathison stated that this option utilizes vacuum to pull the sludge material into a storage box; which, would be set aside once it fills up. The material within the storage box would be allowed to settle to separate the liquids from the solids. The liquids can then be released from the storage box through a valve, and the solids can be removed and hauled off.

- ❖ Estimated Daily Production: 3,520 gallons
- ❖ Estimated Daily Rate: \$5,640

Option Three (3): Mud Pump and Filter Bags

Mr. Mathison stated that this option is similar to Option 2. The sludge would be pumped into large filter bags using a mud pump and allowed to dewater within the filter bags over time. Once the material has had a chance to dewater, the filter bags can be cut open and the dried solids within the bag can be loaded into a truck and hauled out. The filter bags would need to be located so that they can be appropriately dewatered.

- ❖ Estimated Daily Production: 3,520 gallons
- ❖ Estimated Daily Rate: \$4,000

Mr. Mathison stated that Option 1 is Wenck's recommendation. He continued by stating that whatever option the City Council decides to do, it would be done on a trial basis to make sure it is working.

The City Council discussed and directed Wenck to provide a cost comparison of Option 1 and Option 3.

4. Resolution No. 2019-14 *A Resolution Approving the Minnesota Department of Transportation Agreement No. 1032034 for the Trunk Highway 25 Improvement Project*

Ms. Boelter stated that Resolution No. 2019-14 is to approve the agreement between MN DOT and the City of Montrose for the TH 25 Improvements Project.

Council Member Marszalek motioned to adopt Resolution No 2019-14 *A Resolution Approving the Minnesota Department of Transportation Agreement No. 1032034 for the Trunk Highway 25 Improvement Project*. Council Member Moynagh seconded the motion. Motion carried 3-0.

F. City Attorney

1. Trunk Highway 25 (TH 25) Improvement Project – Update on Court Case

The City's Attorney, Ms. Amy Schutt, gave an update on the court case for the land acquisition for the TH 25 Improvement Project.

Ms. Schutt stated that the court case was filed several months ago and that she expects that the Ruzicka's and the Johnson's will continue with the court case. All other parties have settled. The Judge issued an order finding that the taking is necessary and serves a public purpose, and authorized the City to complete a quick take of the property; which occurred as of June 25, 2019. The rest of the court hearing may take a year plus to complete; but, will not impact the Improvement Project.

2. Annexation – Hertzog Parcel

Ms. Schutt stated that in the year 2008, the City and Marysville Township submitted an Orderly Annexation Agreement (OAA) to the State of Minnesota; which, controlled how certain property in the Township could be annexed into the City. When Campbell Knutson took over as the City's Attorney, they were asked to look into outstanding annexation issues. Ms. Schutt stated that she contacted the State regarding this OAA, and was informed that; although the State had a copy, they believed the OAA was

not valid because the Notice and Public Hearing procedure in place at the time of its passage had not been followed.

Ms. Schutt continued by stating that the City Council also requested that the City Attorney facilitate the annexation of a piece of City-owned property (Commonly referred to as the "Hertzog Parcel"). This property is within the Marysville Township OAA area; however, because of previous conversations with the State, documents were prepared to annex it by ordinance, rather than by joint resolution. That ordinance was approved by the City and submitted to the State in February, 2019.

Ms. Schutt continued by stating that in June, the City received an order from the State, indicating that they are now officially considering the OAA to be valid. That's good news; because, it means that the City will not need to renegotiate an agreement with the Township. However, that means that they are rejecting the City's annexation by ordinance, and that the City must annex the property by joint resolution.

Ms. Schutt presented Resolution Number (No.) 2019-15 *A Joint Resolution and Agreement for Orderly Annexation of Land to the City of Montrose*. Ms. Schutt stated that Resolution No. 2019-15 has been reviewed by the Township's Attorney. The Township's Attorney did not have any edits, and he is going to recommend approval at the Township's meeting on July 29, 2019.

Council Member Marszalek motioned to adopt Joint Resolution No. 2019-15. Council Member Moynagh seconded the motion. Motion carried 3-0.

3. Annexation – Eppler Well Property

Ms. Schutt stated that the purchase of the Eppler Property was completed on June 26, 2019. Because this property is located within the Marysville Township OAA, the City will have to annex the property by joint resolution.

Ms. Schutt presented Resolution Number (No.) 2019-16 *A Joint Resolution and Agreement for Orderly Annexation of Land to the City of Montrose*. Ms. Schutt stated that Resolution No. 2019-16 has been reviewed by the Township's Attorney. The Township's Attorney did not have any edits, and he is going to recommend approval at the Township's meeting on July 29, 2019.

Council Member Moynagh motioned to adopt Resolution No. 2019-16. Council Member Marszalek seconded the motion. Motion carried 3-0.

4. 121 Hill Street – Consider Code Enforcement Options

Ms. Schutt stated that in the year 2018, the City was notified that the property at 121 Hill Street had begun a grading project in the side and back yard; which, included removal of soil along the western property line and filling of soil along the southern property line. The removal of soil occurred within the City's platted Drainage and Utility easement and is causing the neighboring property's yard to erode, and may be affecting the neighboring home. City staff believes this project is still under the threshold to require a grading permit; but, it would qualify as a nuisance under Chapter 55 of the City's Code.

Ms. Schutt stated that City staff has contacted the property owner in an attempt to gain compliance; but, has not received any meaningful response. Staff continues to receive complaints from the neighboring property, and would like direction from the City Council on if and/or how to pursue enforcement. The City has the following options:

1. Abatement pursuant to the new section of 55.08 of the City's Code.
2. Administrative enforcement (fines).
3. Criminal Prosecution.

The City Council discussed and directed City staff to proceed with abatement pursuant to the new section of 55.08 of the City's Code.

5. **Announcement**

Ms. Schutt announced that she accepted a position with the City of Minneapolis and that Mr. James Monge will be replacing her as the City of Montrose's Attorney.

11. NO OLD BUSINESS.

12. NO NEW BUSINESS.

13. UPCOMING MEETINGS

- A. Park and Recreation Commission Meeting – Wednesday, July 10, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- B. Planning and Zoning Commission Meeting – Wednesday, July 10, 2019 at 7:00 p.m. in the Montrose Community Center
- C. Special City Council Meeting – Monday, July 29, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- D. Regular City Council Meeting – Monday, August 12, 2019 at 7:00 p.m. in the Montrose Community Center
- E. Montrose Streetscape Committee Meeting – Wednesday, August 21, 2019 at 5:00 p.m. in the Montrose City Hall Conference Room
- F. Planning and Zoning Commission Meeting – Wednesday, August 21, 2019 at 7:00 p.m. in the Montrose Community Center
- G. City Council Workshop – Monday, August 26, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

14. ACKNOWLEDGEMENTS

A. **Montrose Fire Department – House Burn Training**

Council Member Moynagh acknowledged the Montrose Fire Department for their safe and successful house burn that they conducted for training purposes.

B. **City Attorney – Ms. Amy Schutt**

Mayor Otto acknowledged the City Attorney, Ms. Amy Schutt, for her work with the City of Montrose.

C. **Public Works Department Employees – Mr. Roy Henry, Junior and Mr. John Kurkosky**

Mayor Otto acknowledged the Public Works Department employees, Mr. Roy Henry, Junior and Mr. John Kurkosky, for their hard work and positive impact in the Montrose Community.

D. **Public Works Department – Seasonal, Summer Part-Time Employees**

Council Member Marszalek acknowledged the Public Works Departments' seasonal, summer part-time employees for the good work that they are doing in their jobs with the City of Montrose.

15. ADJOURNMENT

Council Member Moynagh motioned to the adjourn the Regular City Council Meeting at 7:57 p.m. Council Member Marszalek seconded the motion. Motion carried 3-0.

Michelle Otto
Mayor
City of Montrose

ATTEST:

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

City of Montrose
 Special City Council Meeting
 Montrose City Hall Conference Room
 311 Buffalo Avenue South
 Monday, July 29, 2019
 3:30 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in a Special Meeting on Monday, July 29, 2019 at 3:30 p.m.

Acting Mayor, Mr. Lloyd Johnson called the meeting to order at 3:30 p.m.

2. ROLL CALL

Present: Acting Mayor Lloyd Johnson
 Council Member Ben Kuehl – *arrived at 3:53 p.m.*
 Council Member Tom Marszalek
 Council Member Kirby Moynagh

Absent: Mayor Michelle Otto

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

Also Present: Mr. Justin Kannas, Bolton and Menk, Incorporated

3. BUSINESS

Ms. Boelter stated that the Agenda needs to be amended by moving item E. Purchase Property to item H. and item H. Request to Park Camper – 601 Nelson Boulevard moved to item E.

Council Member Marszalek motioned to amend the Agenda and move item E. Purchase Property to item H. and item H. Request to Park Camper – 601 Nelson Boulevard to item E. Council Member Moynagh seconded the motion. Motion carried 3-0.

A. Well Number Six (No. 6) and Well House Improvements

Mr. Justin Kannas, Bolton and Menk, Incorporated gave an overview of the Well Number Six (No. 6) and Well House Improvements Projects.

Mr. Kannas presented the bids that were received for the two (2) Projects.

Council Member Moynagh motioned to award the Well No. 6 Project to Traut Companies of Waite Park, Minnesota in the amount of \$184,310.00 contingent upon the execution of Public Facilities Authority (PFA) financing documents. Council Member Marszalek seconded the motion. Motion carried 3-0.

Council Member Marszalek motioned to award the Base Bid (Schedule A + Schedule B + Allowance) for the Well House Improvements Project to Rice Lake Construction Group of Deerwood, Minnesota in the amount of \$912,920.00 contingent upon execution of PFA financing documents. Council Member Moynagh seconded the motion. Motion carried 3-0.

B. Emergency Management Discussion

Montrose Fire Department Chief, Mr. Kevin Triplett, provided the City Council and staff with information from the National Incident Management System (NIMS). The information included:

- Storms.
- Gas/Power outages.
- Active threat incidents.
- Neighboring jurisdictions that may and/or will become a part of the City of Montrose's jurisdiction.
- Train incidents.
- Motor vehicle incidents.
- Large scale events and/activities; such as, Montrose Days.
- Large scale emergencies; such as, an airplane crash, multiple house fires and etcetera.
- Evacuations.
- Information dissemination.
 - Cannot put personal information on Facebook accounts.
- Restitution and/or finance information.
- Unified command.
- Understanding who is in charge.
- Mutual aid assistance.
- Local, County, State and Federal roles and responsibilities.
- Accountability for actions and/or decisions made.
- Logistics:
 - Porta Potties.
 - Generators.
 - Water.
 - Man power.
 - Equipment.
 - Evacuation.
- Documentation.
- Continual planning and preparation.

C. Economic Development Authority Report

Council Member Marszalek presented the Economic Development Authority (EDA) Work Plan as prepared by Mr. Shannon Sweeney of David Drown Associates, Incorporated.

The City Council discussed the restructuring of the membership of the EDA. They were in agreement that the EDA should consist of two (2) City Council Members and three (3) Business Owners.

The City Council discussed updates and/or amendments to the existing governing Resolution. Council Member Marszalek stated that modifications to the existing governing Resolution will require a Public Hearing.

Council Member Marszalek presented the *Initial Work Plan* for a re-organized EDA.

The City Council discussed the EDA Work Plan and directed City staff to schedule a Public Hearing to amend the governing Resolution.

D. Engineering Discussion

Ms. Boelter stated that the City Council directed staff to add discussion of the current Engineering Services to the July 29, 2019 Special City Council Meeting Agenda.

Ms. Wendy Manson presented information regarding the cost comparison of services provided by Wenck and those done by Bolton and Menk, Incorporated. City staff stated that it was difficult to do an "apples to apples" comparison; because, Wenck's invoices are not as detailed as Bolton and Menk, Incorporated's invoices. Also, the scope of the work that the two (2) engineering firms have provided the City are quite different.

City staff shared their concerns regarding the delayed response time that they are receiving from Wenck. They continued by stating that they are still contacting Bolton and Menk, Incorporated regarding certain engineering issues within the City and they are able to answer staff questions either immediately or in a short timeframe.

The City Council discussed whether the City should return to Bolton and Menk, Incorporated for engineering services.

Council Member Moynagh asked if the City should do Request for Proposals (RFPs) for engineering services. City staff stated that the RFP process was completed in the year 2018. Council Member Marszalek stated that if the City goes through the RFP process and they decide on a new engineering firm, then the City is once again paying for their "learning curve."

The City Council directed City staff to table discussions of engineering services to a future City Council Meeting.

E. Request to Park Camper – 601 Nelson Boulevard

Ms. Boelter stated that the residents at 171 Pheasant Ridge Drive have been displaced from their house due to fire damage. The residents are currently renting housing and their lease is ending on August 15, 2019.

They have asked the City to allow them to park their camper at 601 Nelson Boulevard for approximately two (2) to four (4) weeks while they wait to move into their house.

Council Member Marszalek motioned to allow the residents of 171 Pheasant Ridge Drive to park their camper at 601 Nelson Boulevard from August 16, 2019 to September 16, 2019. Council Member Moynagh seconded the motion. Motion carried 4-0.

F. U.S. Highway 12 Improvements Discussion

Ms. Boelter stated that Council Member Kuehl directed City staff to include the Montrose Streetscape Committee's proposed improvements to U.S. Highway 12 in the year 2022 on the Special Meeting Agenda for discussion. Council Member Kuehl shared his concerns regarding the additional cost to the City to make the proposed improvements.

City staff shared their concerns regarding the availability of property from the businesses and residents along the area of the proposed improvements.

The City Council discussed and directed staff to schedule a joint City Council and Montrose Streetscape Committee Meeting on Wednesday, August 21, 2019 at 5:00 p.m.

G. Planning and Zoning Commission Application – Ms. Catherine Neiberger

Ms. Boelter presented an Application from Ms. Catherine Neiberger to be on the Planning and Zoning Commission.

Council Member Moynagh motioned to not allow Ms. Catherine Neiberger to be on the Planning and Zoning Commission. Council Member Marszalek seconded the motion. Motion carried 3-1. Johnson opposed.

H. Purchase of Property

Ms. Boelter stated that the meeting is being closed "pursuant to Minnesota State Statutes, Section 130.05, subdivision 3 (c) to develop or consider offers or counteroffers for the purchase or sale of real or personal property."

Council Member Moynagh motioned to close the Special City Council Meeting. Council Member Kuehl seconded the motion. Motion carried 4-0.

The City Council discussed the purchase of Parcel Identification Number (P.I.D. #) 112-012-005051.

Council Member Moynagh motioned to open the Special City Council Meeting. Council Member Johnson seconded the motion. Motion carried 4-0.

Council Member Moynagh motioned to direct City staff to negotiate the purchase of P.I.D. #112-012-005051 in an amount not to exceed \$65,000 and upon successful negotiations have the City Attorney prepare a Purchase Agreement. Council Member Marszalek seconded the motion. Motion carried 4-0.

4. UPCOMING MEETINGS

- A. Park and Recreation Commission Meeting – Monday, August 5, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- B. Regular City Council Meeting – Monday, August 12, 2019 at 7:00 p.m. in the Montrose Community Center
- C. Montrose Streetscape Committee Meeting – Wednesday, August 21, 2019 at 5:00 p.m. in the Montrose City Hall Conference Room
- D. Planning and Zoning Commission Meeting – Wednesday, August 21, 2019 at 7:00 p.m. in the Montrose Community Center
- E. City Council Workshop – Monday, August 26, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

5. ADJOURNMENT

Council Member Moynagh motioned to the adjourn the Special City Council Meeting at 5:00 p.m. Council Member Kuehl seconded the motion. Motion carried 4-0.

Lloyd Johnson
Acting Mayor
City of Montrose

ATTEST:

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

ACCOUNTS PAYABLE LIST

AUGUST 12, 2019

Payroll	7/15/19 Payroll	13814.47
Payroll	7/29/19 Payroll	14428.97
IRS-Federal Tax Payment	7/15/19 FED/FICA Tax	4828.25
IRS-Federal Tax Payment	7/29/19 FED/FICA Tax	4974.26
MN Dept. of Revenue	7/15/19 State Withholding	901.77
MN Dept. of Revenue	7/29/19 State Withholding	934.67
PERA	7/15/19 Payroll	2606.56
PERA	7/29/19 Payroll	2549.44
MN Dept. of Revenue	June Sales Tax	1620.00
Payment Service Network	May PSN/ACH	1090.97
Wright Cty Sheriff	121 Hill St Abatement Notice	70.00
*AFSCME #65	July Union Dues	171.00
AmeriPride Services	Uniforms/Floor Mats	315.97
Campbell Knutson	Legal Services	2688.13
Cardmember Service	Park Maintenance	32.56
*Citizens State Bank	July H.S.A. Deposit	2658.00
Citizen's State Bank	Montrose Meadows Bond Interest	4000.00
Comcast	WWTP Internet	104.85
Delta Dental	Aug. Dental Ins	699.60
*Drake Construction	Grading/Landscape Escrow	3000.00
Hawkins	Water Chemicals	1805.36
Hawkins	WWTP Chemicals	4126.80
Health Partners	Aug. Health Ins.	10517.91
Henning Prof Services	TH 25 Easement Services	354.10
*IUOE Local 49	July Union Dues	175.00
*Madison Nat'l Life Ins	Aug. Disability Ins	296.46
Marketon's Body Shop	Paint Comm. Ctr. Doors	300.00
Marysville Township	Epple Annexation	1728.75
Menards	PW Shop/City Hall	419.21
Midwest Machinery	Lawnmower Maintenance	96.13
Mini Biff	Park Biffs	493.45
MN Pollution Control	Eischens License Renewal	23.00
MN Computer Systems	Copier Mtce Agreement	234.00
MN Dept of Labor/Ind.	2 nd Qtr Bldg Permit Surcharge	1596.64
*Montrose Days Celebration	Lions Donation	1500.00
MVTL Labs	Water Testing	48.20
MVTL Labs	WWTP Testing	527.10
*NW Assoc Consultants	Planner Services	1969.40
Paumen Computer Service	Monthly Backup/IT	400.00
Paumen Computer Service	2 New Computers & Installation	4095.13
Paumen Computer Service	Backup Server Battery	383.00
Quill Corporation	Office Supplies	237.13

August 12, 2019
Page 2

Riteway Business Forms	Utility Bill Cards	657.73
Russell Security	Comm. Ctr. Doors	5268.00
Sentry Systems	City Hall Alarm Service	147.38
Star2Star	Telephone Charges	332.48
Tennis Court Doctor	Tennis Court Resurfacing	9272.00
USAbLe Life	Aug. Life Ins.	79.50
WakeSun	Solar Energy	9822.91
Wal-Mart	WWTP Printer Ink	50.43
Wex Bank	Gas Charges	642.56
Wilson Develop Services	TH 25 Easement Acquisitions	3161.30
Wilson Develop Services	Well/Wellhouse Land	137.20
Windstream	Telephone Charges	113.80
Wright Cty Jrnl Press	Legal Notices	1354.32
Wright Cty Treasurer	May & June County Fines	1434.81
Wright Cty Auditor	July Sheriff Services	22660.42
Wright-Hennepin CO-OP	Electric Charges	188.87
Xcel Energy	Electric & Gas Charges	1933.32

ACCOUNTS PAYABLE SUBTOTAL 150073.27

Ameripride	Uniforms/Floor Mats	220.74
Bolton & Menk	Well/Wellhouse Engineering	19488.00
Braun Intertec	Well/Wellhouse Testing	3225.00
*Colonial Life Ins	July Employee Ins	74.52
Comcast	Internet Service	536.66
Heidi Dahlin	Mileage Reimbursement	20.88
Gopher State One-Call	Water/Sewer Locates	118.80
Marie Jensen	Janitorial Service	560.00
Klatt True Value	Co2 Tank Refill	33.20
Marco	Printer Mtce Agreement	54.99
Menards	PW Shop/Parks/Water	322.07
Menards	Mailbox Repair	111.13
Menards	Compost Cameras	265.95
George Messer	Utility Overpayment	122.73
Metro West	Bldg Permits/Inspect.	745.27
Midwest Machinery	Lawnmower Mtce	955.89
Milhausen Auto	Chevy Colorado Repairs	571.01
Milhausen Auto	Chevy Silverado Repairs	146.64
Mini Biff	Park Biffs	534.89
MN Computer Systems	Copier Mtce Agreement	234.45
Munson Lakes Nutrition	Parks/Streets Weed Killer	97.90
MVTL Labs	WWTP Testing	400.00
Randy's Enviro Services	July Refuse/Recycle	15797.59
R-Home	Utility Overpayment	108.94
R-Home	Grading/Landscape Escrow	25500.00
Star2Star	Telephone Charges	335.47
St. Paul Stamp Works	Dog License Tags	101.26
Team Lab	WWTP Ponds-Weed Killer	2499.15
USA BlueBook	WWTP Supplies	536.19

August 12, 2019

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Utility Consultants	WWTP Testing	107.50
Verizon	Cell Phones	348.65
WakeSun	Solar Energy	10673.78
Wenck	Engineering Services	7024.60
Wex Bank	Gas Charges	662.45
Clarence Wright	Utility Overpayment	87.29
Wright Cty Auditor	Aug Sheriff Services	22660.42
Wright Cty Jrnl Press	TH 25 Advertisement for Bids	139.84
Wright Cty Recorder	Recording Easements	439.00
Xcel Energy	Electric & Gas Charges	314.72

TOTAL ACCOUNTS PAYABLE	266250.84
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OTTO	BOELTER	MARSZALEK
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JOHNSON	KUEHL	MOYNAGH
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* Appendix

Payments received to offset checks written

Payroll Deduction	AFSCME-July Union Dues	171.00
Payroll Deduction	July H.S.A. Deposit	1258.00
Payroll Deduction	IUOE 49-July Union Dues	175.00
Payroll Deduction	Aug. Disability Ins.	296.46
Payroll Deduction	July Employee Ins.	74.52
Developer Expenses	Planners Fees	76.00
Building Permits	Metro West	745.27
Building Permits	Drake Construction	3000.00
Building Permits	R-Home	25500.00
Montrose Lions	Montrose Days	1500.00

FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

AUGUST 12, 2019

Allied Medical Training	DEM/CPR Courses	775.00
Consulting Radiologists	Follow Up Physical	31.00
Customized Fire Training	New FF Training	9590.00
SYNCB/Amazon	Station & Office Supplies	645.57
Wex Bank	Gas Charges	337.45
 Comcast	 Internet Service	 97.85
Customized Fire Training	FD Training	5150.00
Ridgeview Med. Ctr.	Follow Up Physical	350.88
Verizon	FD I-Pad	40.01
Wex Bank	Gas Charges	129.26
 TOTAL ACCOUNTS PAYABLE		 17147.02

OTTO
BOELTER
MARSZALEK

JOHNSON
KUEHL
MOYNAGH

*APPENDIX

Payments received to offset checks written

MN Finance	Customized Training	14740.00
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CITY OF MONTROSE
Monthly Adjustments

08/01/19 7:16 AM

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Account	Tran Type	Charge Name	Charge Type	Amount	Date
01-00001044-00-	Adjustment		UR	\$123.20	7/23/2019
00-00001031-04-	Adjustment		UR	(\$123.20)	7/23/2019
01-00001044-00-	Adjustment		UR	\$6.36	7/25/2019
00-00001031-04-	Adjustment		UR	(\$6.36)	7/25/2019
00-00003048-00-	Adjustment		UR	(\$52.43)	7/15/2019
00-00001929-02-	Adjustment		UR	(\$20.73)	7/15/2019
00-00001878-01-	Adjustment		UR	(\$13.37)	7/15/2019
00-00001006-00-	Adjustment		UR	(\$248.14)	7/15/2019
00-00005024-01-	Adjustment		UR	(\$36.58)	7/15/2019
00-00004132-02-	Adjustment		UR	(\$30.64)	7/15/2019
00-00001803-00-	Adjustment		UR	(\$49.19)	7/15/2019
				<u>(\$451.08)</u>	

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

MEMORANDUM

To: City of Montrose
From: Campbell Knutson, P.A.
Date: August 12, 2019
Re: Orderly Annexations

Background

When my office took over as City Attorney, we were asked to resolve a number of outstanding annexation issues related to Orderly Annexation Agreements with Woodland Township and Marysville Township. As I told you last month, all issues related to Woodland Township have been resolved, and all parcels for which annexation was requested have been annexed. With respect to Marysville Township, the state Municipal Boundary Adjustment Unit has ruled that our orderly annexation agreement is valid, and we are in the process of submitting joint resolutions for orderly annexation approved by both the city and township to the state.

While reviewing this project, my office discovered a number of resolutions, dated between 2015 and 2018, which it appears were passed in an effort to resolve the outstanding issues. Unfortunately, these resolutions were not ratified by the township or accepted by the state. Because we seem to have now resolved all outstanding annexation issues, it is the recommendation of my office that you repeal any unnecessary resolutions related to these annexations. To that effect, a resolution is attached. I have also attached copies of all the resolutions proposed to be repealed.

**CITY OF MONTROSE
WRIGHT COUNTY, MINNESOTA**

RESOLUTION NO. 2019-17

RESOLUTION REPEALING ANNEXATION RESOLUTIONS

WHEREAS, the City previously passed joint resolutions for orderly annexation with Marysville Township and Woodland Township; and

WHEREAS, in an effort to comply with state requirements, the City passed a number of resolutions related to these annexations which are no longer needed; and

WHEREAS, the City desires to clear the legislative record related to its orderly annexation agreements with Marysville Township and Woodland Township.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montrose, Minnesota that the following resolutions are hereby repealed:

Resolution 2015-19
Resolution 2016-05
Resolution 2016-34
Resolution 2017-06
Resolution 2017-07
Resolution 2017-18
Resolution 2018-14

ADOPTED by the City Council of the City of Montrose this 12th day of August, 2019.

By: _____
Michelle Otto, Mayor

ATTEST:

Deborah R. Boelter, Clerk-Treasurer

RESOLUTION NO. 2018-14

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD APRIL 9, 2018**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 9th day of April, 2018, at 7:00 p.m.

The following members were present: Mayor Michelle Otto; Council Members Lloyd Johnson and Jill Menard

The following members were absent: Council Members Roy Henry and Ben Kuehl

Councilmember Menard introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING THE DETACHMENT AND ORDERLY
ANNEXATION OF LAND INTO THE CITY OF MONTROSE, MINNESOTA,
PURSUANT TO AN ORDERLY ANNEXATION AGREEMENT BETWEEN THE
CITY OF MONTROSE AND THE TOWN OF MARYSVILLE**

WHEREAS, the City of Montrose, Minnesota (the "City") and the Town of Marysville, Minnesota (the "Town"), have entered into an Orderly Annexation Agreement, approved by the City Council of the City on January 14, 2008, pursuant to Resolution No. 2008-1, and the Town Board of the Town on December 17, 2007, pursuant to Resolution No. 2007-02 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration, Municipal Boundary Adjustment Unit, on January 28, 2008; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, the City is the property owner of a parcel of property (PID 211-000-264102 (less than .50 acres) referred to herein as the "Property"); and

WHEREAS, the Property is actually located within the jurisdictional parameters of the Town; and

WHEREAS, the City desires to annex the Property to the City, so the proper location and ownership of the Property is represented within the City limits; and

WHEREAS, the zoning district surrounding the Property is Urban Reserve (UR) per Chapter 1051 of the City Code, until such time that a public hearing is conducted by the Planning Commission and a permanent zoning classification is determined by the City Council; and

WHEREAS, the Annexation Agreement provides that no alteration of the area subject to orderly annexation is appropriate, and no extra consideration by the State of Minnesota or any administrative law judge thereunder is necessary; and

WHEREAS, the Town hereby waives the fees normally payable to it under Section 3 of the Annexation Agreement, as the Property is governmental property and is not subject to taxation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:

1. Approval of Property Detachment. The annexation of the Property into the City is approved. The legal description of the Property is attached hereto on Exhibit A.
2. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, the Town Board Resolution, and any other necessary documents to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. This Resolution and the Town Board Resolution are considered to be a joint resolution of approval, for purposes of Section 3(F) of the Annexation Agreement.
3. Effective Date. The detachment of the Property from the Town and the annexation of the Property into the City will be effective upon the approval of the annexation by the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. Pursuant to Minnesota Statutes, Section 414.0325, Subdivision 1(h), the Chief Administrative Law Judge of the Office of Administrative Hearings may review and comment on the annexation, but shall within 30 days of receipt order the annexation in accordance with the terms of this Resolution.
4. Tax Levy. The Property is exempt from the levy of property taxes by the Town or the City.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 9th day of April, 2018.


Michelle Otto, Mayor

ATTEST:


Dale Powers, City Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the Southeast Quarter of Section 26, Township 119 North, Range 26 West, Wright County, Minnesota, described as follows:

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

LINE A:

Commencing at the Northeast corner of the Southeast Quarter of Section 26, Township 119 North, Range 26 West, Wright County, Minnesota; thence South 00 degrees 16 minutes 27 seconds West, assumed bearing, along the East line of said Southeast Quarter, 835.70 feet to the Northeast corner of the above described tract; thence North 89 degrees 43 minutes 33 seconds West, along the North line of the above described tract, 396.00 feet to the Northwest Corner of the above described tract; thence continuing North 89 degrees 43 minutes 33 seconds West along the westerly extension of said North line 36.00 feet; thence South 00 degrees 16 minutes 27 seconds 102.43 feet; thence Southeasterly 136.95 feet, along a non-tangential curve concave to the Southwest, having a radius of 560.00 feet, a central angle of 14 degrees 00 minutes 44 seconds, and a chord which bears South 15 degrees 00 minutes 17 seconds East, to a West line of the above described tract and the point of beginning of the line to be described; thence Southeasterly a distance of 41.03 feet continuing along the last described curve concave to the West, having a radius of 560.00 feet, a central angle of 04 degrees 11 minutes 53 seconds, to the South line of the above described tract and said line there terminating.

RESOLUTION NO. 2017-18

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD SEPTEMBER 11, 2017**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 11th day of September, 2017, at 7:00 p.m.

The following members were present:

The following members were absent:

Councilmember MENARD introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING A REVISED ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MONTROSE AND
THE TOWN OF WOODLAND**

WHEREAS, The City of Montrose, Minnesota ("City") and the Town of Woodland, Minnesota ("Town") have entered into an Orderly Annexation Agreement by the City Council of the City on April 26, 2004, pursuant to Resolution NO. 2004-14, and the Town Board of the Town on April 12, 2004, pursuant to Resolution No. 4-04-1, ("Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration Municipal Boundary Adjustment Unit, on July 1, 2004; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in Furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, the Annexation Agreement is no longer compliant with state and must be amended to clarify that the City, and not the individual entity or person seeking to be annexed, must reimburse the Town for all or part of the taxable property annexed into the City; and

WHEREAS, such amendment to the Annexation Agreement requires a revised resolution of approval by each governmental entity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:

1. Approval of Annexation Agreement. The amendment to the Annexation Agreement, which clarify that the City is to reimburse the Town for all or part of any taxable property annexed to the City, is approved.
2. Amendments to Annexation Agreements. The Annexation Agreements are hereby amended as follows (new language provided for in bold and the deletion of old language via strikethrough):

a. Section 3(A). A property owner shall submit a petition for annexation to City, along with an application fee as provided in the City's current fee schedule or in a separate resolution.

b. Section 3(B). The City shall pay Township the fee outlined below:

1. For unimproved land, the City shall pay \$250.00 per acre annexed.

2. For improved land, the City shall pay the greater of (a) a flat fee of \$300.00 or (b) five times the amount of taxes due to be collected by Township on the annexed property in the year the property was annexed;

c. Section 3(C). The City shall pay any deferred special assessments in full, including interest;

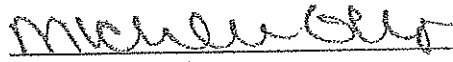
d. Section 3(E). After the petitioner has met or agreed to perform all conditions or requirements of City and Township, including payment of the appropriate fee to Township, a joint resolution approving the annexation shall be drafted by City.

3. Execution. The Mayor is authorized to sign the amendment to the Annexation Agreement on behalf of the City.

4. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, a similar resolution adopted by the Board of Supervisors of the Town, and any other necessary documents to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit.

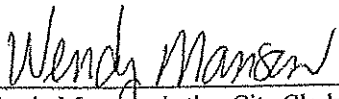
3. Effective Date. Thirty days after the joint resolutions of the City and the Town are forwarded to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit, the amendment to the Annexation Agreement, as described in this Resolution, shall be effective for any and all future proposed property detachments from the Town and annexations into the City.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 11th day of September, 2017.



Michelle Otto, Mayor

ATTEST:



Wendy Manson, Acting City Clerk/Treasurer

RESOLUTION NO. 2017-07

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD MARCH 13, 2017**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 13th day of March, 2017, at 7:00 p.m.

The following members were present:

*Jill Maynard, Michelle Otto, Lloyd Johnson
Melissa Gradvanger, Benkrehl*

The following members were absent:

Councilmember OTTO introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING A REVISED ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MONTROSE AND
THE TOWN OF MARYSVILLE**

WHEREAS, the City of Montrose, Minnesota (the "City") and the Town of Marysville, Minnesota (the "Town"), have entered into an Orderly Annexation Agreement, approved by the City Council of the City on January 14, 2008, pursuant to Resolution No. 2008-1, and the Town Board of the Town on December 17, 2007, pursuant to Resolution No. 2007-02 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration, Municipal Boundary Adjustment Unit, on January 28, 2008; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, at the request of the Minnesota Department of Administration, Municipal Boundary Adjustment Unit, the City has revised the Annexation Agreement to clarify that the City, and not individual entities or persons seeking to be annexed, must reimburse the Town for all or part of the taxable property annexed into the City; and

WHEREAS, such revision to the Annexation Agreement requires a revised resolution of approval by each governmental entity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:

1. Approval of Annexation Agreement. The revisions to the Annexation Agreement, which clarify that the City is to reimburse the Town for all or part of any taxable property annexed to the City, is approved.
2. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, a similar resolution adopted by the Board of Supervisors of the Town, and any other necessary documents to the State of Minnesota Office of Administrative Hearings --

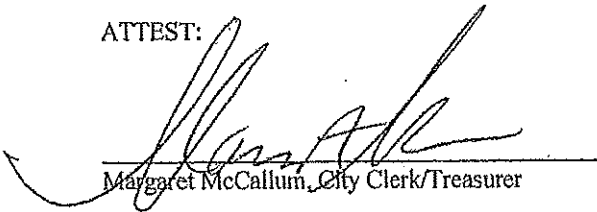
Municipal Boundary Adjustment Unit.

3. Effective Date. Thirty days after the joint resolutions of the City and the Town are forwarded to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit, the amendment to the Annexation Agreement, as described in this Resolution, shall be effective for any and all future proposed property detachments from the Town and annexations into the City.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 13th day of March, 2017.


Michelle Otto, Mayor

ATTEST:


Margaret McCallum, City Clerk/Treasurer

RESOLUTION NO. 2017-06

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD MARCH 13, 2017**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 13th day of March, 2017, at 7:00 p.m.

The following members were present: *Michelle Otto, Lloyd Johnson, Ben Kuehl,
Melissa Gudvangen, Jill Menard.*

The following members were absent: *None.*

Councilmember *Menard* introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING THE ANNEXATION OF LAND INTO THE
CITY OF MONTROSE, PURSUANT TO A REVISED ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MONTROSE AND
THE TOWN OF WOODLAND**

WHEREAS, the City of Montrose, Minnesota (the "City") and the Town of Woodland, Minnesota (the "Town"), have entered into an Orderly Annexation Agreement, approved by the City Council of the City on April 26, 2004, pursuant to Resolution No. 2004-14, and the Town Board of the Town on April 12, 2004, pursuant to Resolution No. 4-04-1 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration, Municipal Boundary Adjustment Unit, on July 1, 2004; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, the City is the property owner of two parcels of property (PID 220-000-012400 (10.00 acres) and PID 220-000-012301 (13.00 acres), collectively, the "Property") upon which a portion of the City's regional wastewater treatment facility is located; and

WHEREAS, the City has learned the Property is actually located within the jurisdictional parameters of the Town; and

WHEREAS, the City desires to annex the Property to the City, so the proper location and ownership of the Property is represented within the City limits; and

WHEREAS, the zoning district surrounding the Property is Institutional District (INS), and the City's Comprehensive Plan guides the Property for Public/Semi-Public purposes, within Planning District No. 1; and

WHEREAS, the Annexation Agreement provides that no alteration of the area subject to orderly annexation is appropriate, and no extra consideration by the State of Minnesota or any administrative law judge thereunder is necessary; and

WHEREAS, as of the date hereof, the Town Board has approved, or will approve, the detachment of the Property from the Town pursuant to a separate resolution, a fully executed copy of which will be on file at City Hall (the "Town Board Resolution"); and

WHEREAS, at the request of the Minnesota Department of Administration, Municipal Boundary Adjustment Unit, the City has revised the Annexation Agreement to clarify that the City, and not individual entities or persons seeking to be annexed, must reimburse the Town for all or part of the taxable property annexed into the City; and

WHEREAS, such revision to the Annexation Agreement requires a revised resolution approving the annexation of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:


1. Approval of Annexation. The annexation of the Property into the City is approved. The legal description of the Property is attached hereto on Exhibit A.

2. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, the Town Board Resolution, and any other necessary documents to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. This Resolution and the Town Board Resolution are considered to be a joint resolution of approval, for purposes of Section 3(F) of the Annexation Agreement.

3. Effective Date. The detachment of the Property from the Town and the annexation of the Property into the City will be effective upon the approval of the annexation by the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. Pursuant to Minnesota Statutes, Section 414.0325, Subdivision 1(h), the Chief Administrative Law Judge of the Office of Administrative Hearings may review and comment on the annexation, but shall within 30 days of receipt order the annexation in accordance with the terms of this Resolution.

4. Tax Levy. The Property is exempt from the levy of property taxes by the Town or the City.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 13th day of March, 2017.


Michelle Otto, Mayor

ATTEST:

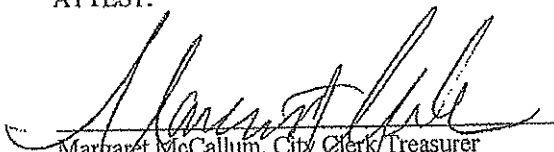

Margaret McCallum, City Clerk/Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel Identification No. 220-000-012400

That part of the South Half of the Northwest Quarter of Section 1, Township 118 North, Range 26 West, Wright County, Minnesota, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 29 minutes 23 seconds East along the South line of said Northwest Quarter 1790.87 feet to the beginning of the land to be described; thence North 0 degrees 30 minutes 37 seconds West 708.50 feet; thence South 89 degrees 29 minutes 23 seconds West 614.82 feet; thence South 0 degrees 30 minutes 37 seconds East 708.50 feet to the South line of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East along said South line 614.82 feet to the point of beginning.

Parcel Identification No. 220-000-012301

That part of the Southeast Quarter of the Northwest Quarter of Section 1, Township 118 North, Range 26 West, Wright County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East, assumed bearing, along the South line of said Northwest Quarter, 1790.87 feet to the point of beginning of the land to be described thence continuing North 89 degrees 29 minutes 23 seconds East, along said South line, 639.03 feet; thence North 26 degrees 45 minutes 24 seconds East 299.63 feet; thence North 18 degrees 52 minutes 03 seconds East 440.48 feet; thence North 39 degrees 52 minutes 46 seconds East 34.97 feet; thence South 89 degrees 29 minutes 23 seconds West 945.11 feet; thence South 0 degrees 30 minutes 37 seconds East 708.50 feet to the point of beginning.

Subject to a flowage easement granted to the State of Minnesota over that part of the above-described property described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East, assumed bearing, along the South line of said Northwest Quarter, 2429.20 feet to the point of beginning of the land to be described; thence North 26 degrees 45 minutes 24 seconds East 299.63 feet; thence South 55 degrees 36 minutes 52 seconds West 477.83 feet to said South line; thence North 89 degrees 29 minutes 23 seconds East, 259.45 feet along said South line to the point of beginning.

RESOLUTION NO. 2016 - 34

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE ORDERLY ANNEXATION AGREEMENT BETWEEN (I) THE CITY OF MONTROSE AND THE TOWN OF WOODLAND, AND (II) THE CITY OF MONTROSE AND THE TOWN OF MARYSVILLE

BE IT RESOLVED By the City Council (the "Council") of the City of Montrose, Minnesota (the "City"), as follows:

1. Recitals. The City has executed the following documents, which allow for the orderly annexation of lands currently located in the Town of Woodland and the Town of Marysville, respectively (referred to herein as the "Annexation Agreements"):

- (a) Orderly Annexation Agreement, A Joint Resolution and Agreement of the City of Montrose and the Town of Woodland as to the Orderly Annexation of Territory – City of Montrose Resolution No. 2004-14 and Town of Woodland Resolution No. 4-04-1, dated July 1, 2004; and
- (b) Orderly Annexation Agreement, A Joint Resolution and Agreement of the City of Montrose and the Town of Marysville as to the Orderly Annexation of Territory – City of Montrose Resolution No. 2008-01 and Town of Marysville Resolution No. 2007-02, dated January 28, 2008.

2. Reimbursement to Town. Section 3 of each Annexation Agreement provides a process for the annexation of property from the towns to the City, including the payment of a fee from the affected property owner to each town, as well as the payment of any deferred special assessments.

3. Statutory Amendment. Minnesota Statutes, Chapter 414, as amended, governs municipal boundary adjustments. Minnesota Statutes, Section 414.036, provides that the annexing municipality must provide a reimbursement to the affected town for all or part of the taxable property to be assessed, over not less than two but no more than eight years from the date of annexation. Further, Section 414.036 provides that the municipality must reimburse the town for all special assessments assigned by the town to the annexed property.

4. Municipal Boundary Adjustment Unit. The Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit (MBAU) approves all annexations and detachments carried out under orderly annexation agreements. MBAU has communicated to the City, through the City Attorney, that the City's Annexation Agreements must be amended to state that the City must reimburse the affected towns for all or part of the taxable property of annexed areas, as well as any special assessments assigned to the annexed properties. These amendments must be completed before MBAU will consent to any further annexations under the Annexation Agreements. Section 7 of the Annexation Agreements provides that the agreements may be amended from time to time by the mutual agreement of the City and the affected towns.

5. Amendments to Annexation Agreements. The Annexation Agreements are hereby amended as follows (new language provided for in **bold** and the deletion of old language via ~~striketrough~~):

- (a) *Section 3(A).* A property owner shall submit a petition for annexation to City, **along with an application fee as provided in the City's current fee schedule or in a separate**

resolution.

(b) *Section 3(B)*. The City shall pay Township the fee outlined below:

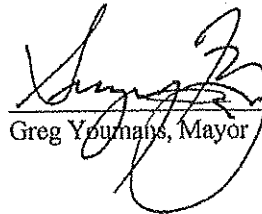
1. For unimproved land, the City shall pay \$250.00 per acre annexed.
2. For improved land, the City shall pay the greater of (a) a flat fee of \$300.00 or (b) five times the amount of taxes due to be collected by Township on the annexed property in the year the property was annexed;

(c) *Section 3(C)*. The City shall pay any deferred special assessments in full, including interest;

(d) *Section 3(E)*. After the petitioner has met or agreed to perform all conditions or requirements of City and Township, ~~including payment of the appropriate fee to Township~~, a joint resolution approving the annexation shall be drafted by City.

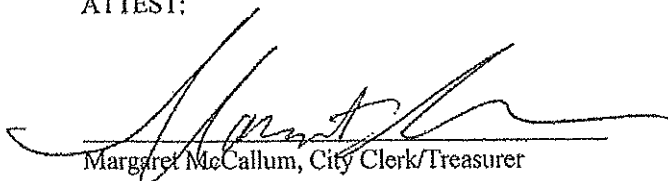
6. Administration; Effective Date. The amendments to the Annexation Agreements are effective upon execution of this Resolution and a similar resolution by the Town of Woodland and the Town of Marysville. Upon receipt of all executed resolutions, the City shall submit the amended Annexation Agreements to MBAU, such that any pending annexation requests may be timely processed.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 14th day of November, 2016.



Greg Youmans, Mayor

ATTEST:



Margaret McCallum, City Clerk/Treasurer

L 01 L

RESOLUTION NO. 2016-05**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD FEBRUARY 8, 2016**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 8th day of February, 2016, at 7:00 p.m.

The following members were present:

Mayor Greg Youmans, Councilmembers Jill Menard, Michelle Otto, Lloyd Johnson, and Melissa Gudwing

The following members were absent:

None

Councilmember Menard introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING THE ANNEXATION OF LAND INTO THE
CITY OF MONTROSE, PURSUANT TO AN ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MONTROSE AND
THE TOWN OF WOODLAND**

WHEREAS, the City of Montrose, Minnesota (the "City") and the Town of Woodland, Minnesota (the "Town"), have entered into an Orderly Annexation Agreement, approved by the City Council of the City on April 26, 2004, pursuant to Resolution No. 2004-14, and the Town Board of the Town on April 12, 2004, pursuant to Resolution No. 4-04-1 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration, Municipal Boundary Adjustment Board, on July 1, 2004; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, the City is the property owner of two parcels of property (PID 220-000-012400 (10.00 acres) and PID 220-000-012301 (13.00 acres), collectively, the "Property") upon which a portion of the City's regional wastewater treatment facility is located; and

WHEREAS, the City has learned the Property is actually located within the jurisdictional parameters of the Town; and

WHEREAS, the City desires to annex the Property to the City, so the proper location and ownership of the Property is represented within the City limits; and

WHEREAS, the zoning district surrounding the Property is Institutional District (INS), and the City's Comprehensive Plan guides the Property for Public/Semi-Public purposes, within Planning District No. 1; and

WHEREAS, the Annexation Agreement provides that no alteration of the area subject to orderly annexation is appropriate, and no extra consideration by the State of Minnesota or any administrative law judge thereunder is necessary; and

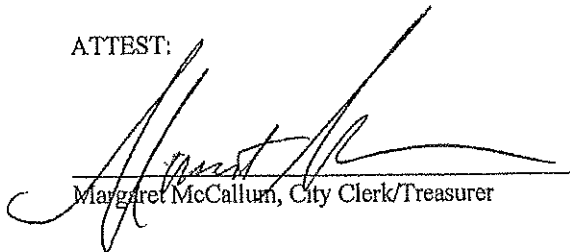
WHEREAS, as of the date hereof, the Town Board has approved, or will approve, the detachment of the Property from the Town pursuant to a separate resolution, a fully executed copy of which will be on file at City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:

1. Approval of Annexation. The annexation of the Property into the City is approved. The legal description of the Property is attached hereto on Exhibit A.
2. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, the Town Board Resolution, and any other necessary documents to the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. This Resolution and the Town Board Resolution are considered to be a joint resolution of approval, for purposes of Section 3(F) of the Annexation Agreement.
3. Effective Date. The detachment of the Property from the Town and the annexation of the Property into the City will be effective upon the approval of the annexation by the State of Minnesota Office of Administrative Hearings – Municipal Boundary Adjustment Unit. Pursuant to Minnesota Statutes, Section 414.0325, Subdivision 1(h), the Chief Administrative Law Judge of the Office of Administrative Hearings may review and comment on the annexation, but shall within 30 days of receipt order the annexation in accordance with the terms of this Resolution.
4. Tax Levy. The Property is exempt from the levy of property taxes by the Town or the City.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 8th day of February, 2016.

ATTEST:


Margaret McCallum, City Clerk/Treasurer

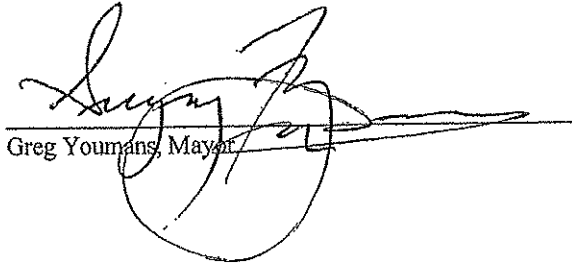

Greg Youmans, Mayor

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel Identification No. 220-000-012400

That part of the South Half of the Northwest Quarter of Section 1, Township 118 North, Range 26 West, Wright County, Minnesota, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 29 minutes 23 seconds East along the South line of said Northwest Quarter 1790.87 feet to the beginning of the land to be described; thence North 0 degrees 30 minutes 37 seconds West 708.50 feet; thence South 89 degrees 29 minutes 23 seconds West 614.82 feet; thence South 0 degrees 30 minutes 37 seconds East 708.50 feet to the South line of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East along said South line 614.82 feet to the point of beginning.

Parcel Identification No. 220-000-012301

That part of the Southeast Quarter of the Northwest Quarter of Section 1, Township 118 North, Range 26 West, Wright County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East, assumed bearing, along the South line of said Northwest Quarter, 1790.87 feet to the point of beginning of the land to be described thence continuing North 89 degrees 29 minutes 23 seconds East, along said South line, 639.03 feet; thence North 26 degrees 45 minutes 24 seconds East 299.63 feet; thence North 18 degrees 52 minutes 03 seconds East 440.48 feet; thence North 39 degrees 52 minutes 46 seconds East 34.97 feet; thence South 89 degrees 29 minutes 23 seconds West 945.11 feet; thence South 0 degrees 30 minutes 37 seconds East 708.50 feet to the point of beginning.

Subject to a flowage easement granted to the State of Minnesota over that part of the above-described property described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence North 89 degrees 29 minutes 23 seconds East, assumed bearing, along the South line of said Northwest Quarter, 2429.20 feet to the point of beginning of the land to be described; thence North 26 degrees 45 minutes 24 seconds East 299.63 feet; thence South 55 degrees 36 minutes 52 seconds West 477.83 feet to said South line; thence North 89 degrees 29 minutes 23 seconds East, 259.45 feet along said South line to the point of beginning.

RESOLUTION NO. 2015-19

**EXTRACT OF THE CITY COUNCIL MEETING MINUTES OF THE CITY OF MONTROSE,
MINNESOTA HELD AUGUST 10, 2015**

A regular meeting of the City Council of the City of Montrose, Minnesota was duly held at Montrose Community Center on the 10th day of August, 2015, at 7:00 p.m.

The following members were present: *MAYOR Youmans, Councilmembers OTD, JOHNSON, MENARD + GUDVANGEN*

The following members were absent: *Ø*

Councilmember *GUDVANGEN* introduced the following resolution and moved its adoption:

**A RESOLUTION APPROVING THE ANNEXATION OF LAND INTO THE
CITY OF MONTROSE, PURSUANT TO AN ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF MONTROSE AND
THE TOWN OF WOODLAND**

WHEREAS, the City of Montrose, Minnesota (the "City") and the Town of Woodland, Minnesota (the "Town"), entered into an Orderly Annexation Agreement, approved by the City Council of the City on April 26, 2004, pursuant to Resolution No. 2004-14, and the Town Board of the Town on April 12, 2004, pursuant to Resolution No. 4-04-1 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was received and accepted by the Minnesota Department of Administration, Municipal Boundary Adjustment Board, on July 1, 2004; and

WHEREAS, the purpose of the Annexation Agreement is to allow for certain property located within the boundaries of the Town to be efficiently annexed into the City, in furtherance of the protection of the public health, safety, and welfare, particularly when the affected property or properties does not have access to municipal infrastructure; and

WHEREAS, property owners Joe and Deb Mauk (the "Petitioners"), have submitted an Annexation Request to the City, dated June 17, 2015 (the "Annexation Request"), requesting detachment of two parcels (collectively, the "Property") from the Town and annexation of said parcels into the City; and

WHEREAS, the Property's Parcel Identification Numbers (PIN) are as follows: 220000024404 (0.34 acres) and 220000024400 (1.15 acres); and

WHEREAS, the Petitioners are aware the City has adopted a Comprehensive Plan, which discusses the future growth and development of the City, including growth related to the Property; and

WHEREAS, the Petitioners also desire to be connected to City sewer and water services, which may be extended to the Property by the City but are not available within the boundaries of the Town; and

WHEREAS, the zoning district directly to the north of the Property is Urban Reserve District (UR), and the Comprehensive Plan guides the Property for low-density residential, within Planning District No. 2; and

WHEREAS, the Petitioners have complied with all requirements imposed by Section 3 of the Annexation Agreement, including the payment of a fee to the Town and an escrow deposit to cover the City's legal and administrative costs; and

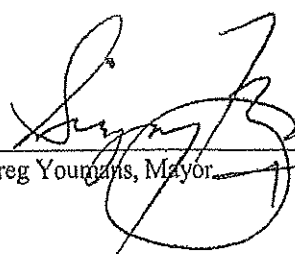
WHEREAS, the Annexation Agreement provides that no alteration of the area subject to orderly annexation is appropriate, and no extra consideration by the State of Minnesota or any administrative law judge thereunder is necessary; and

WHEREAS, as of the date hereof, the Town Board has approved, or will approve, the detachment of the Property from the Town pursuant to a separate resolution, a fully executed copy of which will be on file at City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, MINNESOTA:

1. Approval of Annexation. The annexation of the Property into the City is approved. The legal description of the Property is attached hereto on Exhibit A. All contents of the Annexation Request are hereby incorporated as if fully set forth within this Resolution.
2. Distribution to Municipal Boundary Adjustment Unit. City staff is authorized and directed to forward executed copies of this Resolution, the Town Board Resolution, the Annexation Request, and any other necessary documents to the State of Minnesota Office of Administrative Hearings -- Municipal Boundary Adjustment Unit.
3. Effective Date. The detachment of the Property from the Town and the annexation of the Property into the City will be effective upon the approval of the annexation by the State of Minnesota Office of Administrative Hearings -- Municipal Boundary Adjustment Unit. Pursuant to Minnesota Statutes, Section 414.0325, Subdivision 1(h), the Chief Administrative Law Judge of the Office of Administrative Hearings may review and comment on the annexation, but shall within 30 days order the annexation in accordance with the terms of this Resolution.
4. Tax Levy. Pursuant to Minnesota Statutes, Section 414.0325, Subdivision 4b, since the annexation of the Property will become effective after August 1, 2015, the Town may continue to levy taxes on the Property for the 2015 levy year, and the City will be authorized to levy taxes on the Property for the 2016 levy year and thereafter.

Passed and adopted by the City Council for the City of Montrose, Minnesota, this 10th day of August, 2015.


Greg Youngman, Mayor

ATTEST:

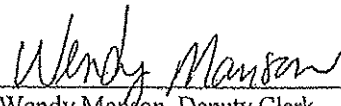

Wendy Manson, Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel Identification No. 220000024404

That part of the Southeast Quarter of Section 2, Township 118, Range 26, Wright County, Minnesota, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence on an assumed bearing of South 01 degrees 10 minutes 17 seconds East along the East line of said Southeast Quarter a distance of 1681.20 feet to the point of beginning; thence continue South 01 degrees 10 minutes 17 seconds East, along said East line, a distance of 33.00 feet thence North 88 degrees 06 minutes 35 seconds West, parallel with the north line of the North Half of the South Half of said Southeast Quarter a distance of 179.00 feet; thence South 01 degrees 10 minutes 17 seconds East a distance of 33.00 feet; thence North 88 degrees 06 minutes 35 seconds West a distance of 134.08 feet; thence North 01 degrees 10 minutes 17 seconds West a distance of 66.00 feet to a line parallel with the north line of said North Half of the South Half of the Southeast Quarter drawn west from the point of beginning; thence South 88 degrees 06 minutes 35 seconds East, along said parallel line a distance of 313.08 feet to the point of beginning. Subject to Public Road Easement.

Parcel Identification No. 220000024400

That part of the East 313.08 feet of the North Half of the South Half of the Southeast Quarter of Section 2, Township 118, Range 26, Wright County, Minnesota, as measured along the North line thereof, described as follows: Commencing at the northeast corner of said Southeast Quarter; thence on an assumed bearing of South 0 degrees 48 minutes 47 seconds East along the East line of said Southeast Quarter, a distance of 1714.20 feet to the point of beginning; thence North 87 degrees 45 minutes 01 seconds West, parallel with the North line of the North Half of the South Half of said Southeast Quarter, a distance of 179.00 feet; thence South 0 degrees 48 minutes 47 seconds East, a distance of 33.00 feet; thence North 87 degrees 45 minutes 01 seconds West, a distance of 134.08 feet to the West line of said East 313.08 feet of the North Half of the South Half of the Southeast Quarter; thence South 0 degrees 48 minutes 47 seconds East along said West line, a distance of 201.83 feet; thence South 87 degrees 30 minutes 48 seconds East, a distance of 115.15 feet; thence North 0 degrees 48 minutes 47 seconds West, a distance of 92.00 feet; thence South 87 degrees 30 minutes 48 seconds East, a distance of 198.00 feet to the East line of the said North Half of the South Half of the Southeast Quarter; thence North 0 degrees 48 minutes 47 seconds West along said East line, a distance of 144.13 feet to the point of beginning.

**CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION 2019-18

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 2019-07 AN
ORDINANCE AMENDING CHAPTER 1031: ALTERNATIVE ENERGY SYSTEMS TO
ESTABLISH ADDITIONAL STANDARDS FOR SOLAR FARMS WITHIN THE CITY.**

WHEREAS, The City Council of the City of Montrose has determined the publication of the title and a summary of "Ordinance 2019-07 AN ORDINANCE AMENDING CHAPTER 1031: ALTERNATIVE ENERGY SYSTEMS TO ESTABLISH ADDITIONAL STANDARDS FOR SOLAR FARMS WITHIN THE CITY.", finding a summary publication would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, Pursuant to Minnesota Statutes 412.191, Subdivision 4 and M.S. 331A.01, Subd. 10, the Council may, by a four-fifths vote of its members, direct that only the title of the Ordinance and a summary be published with notice that a printed copy of the Ordinance is available for inspection by any person during regular office hours at the City Offices; and,

WHEREAS, Prior to the publication of the title and summary, the Council has read and approved the text of the summary and determined that it clearly informs the public of the intent and effect of the Ordinance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Montrose, Minnesota that the title and summary of "Ordinance 2019-07 AN ORDINANCE AMENDING CHAPTER 1031: ALTERNATIVE ENERGY SYSTEMS TO ESTABLISH ADDITIONAL STANDARDS FOR SOLAR FARMS WITHIN THE CITY." be published with notice that a printed copy of Ordinance 2019-07 is available in its entirety for inspection by any person during regular office hours at the City Offices.

BE IT FURTHER RESOLVED: the publication shall read as follows:

"On July 8, 2019 the Montrose City Council approved the reading of Ordinance 2019-07 AN ORDINANCE AMENDING CHAPTER 1031: ALTERNATIVE ENERGY SYSTEMS TO ESTABLISH ADDITIONAL STANDARDS FOR SOLAR FARMS WITHIN THE CITY.

The following is a summary of the Ordinance. The Ordinance, in its entirety is available for review and/or photocopying during regular office hours at the City of Montrose Offices, 311 Buffalo Avenue South, Montrose Minnesota.

"Ordinance 2019-07 amends the following items found in Chapter 1031:

1. Section 1. Code Amended. Section 1032.4.
2. Section 2. Code Amended. Section 1031.4, 5-h.
3. Section 3. Code Amended. Section 1031.4, 5.
4. Section 4. Code Amended. Section 1031.4, 4.

Ordinance 2019-07 shall be in full force and effect from and after the date of its passage (July 8, 2019) and this summary publication according to law."

The motion for the adoption of the foregoing Resolution was duly made by Council Member Moynagh and seconded by Council Member Marszalek and upon vote being taken thereon, the following voted in favor: Mayor Michelle Otto, Council Member Tom Marszalek and Council Member Kirby Moynagh.

And the following voted against the same: None.

Whereupon said Resolution was declared duly passed and adopted this 12th day of August, 2019.

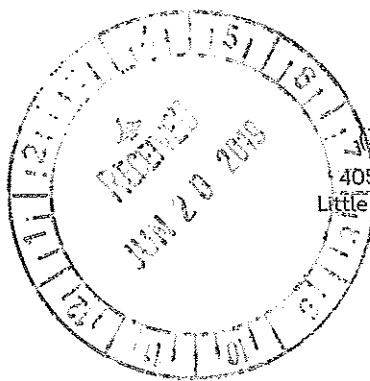
Michelle Otto
Mayor
City of Montrose

ATTEST:

Deborah R. Boelter
City Clerk-Treasurer
City of Montrose

June 17, 2019

Deborah Boelter, City Clerk
City of Montrose
PO Box 25
Montrose, MN 55363-0025



(320) 632-9255
408 First Street SE
Little Falls, MN 56345



ifound.org

Dear Mayor Otto, City Council and Ms. Boelter,

For 33 years the Initiative Foundation has focused on building strong local economies and vibrant communities. In Wright County, we have contributed a total of \$2,472,666 in grants to support nonprofit organizations and local government projects, as well as \$4,323,429 in business loans to secure 1,056 quality jobs.

City and county partners are vital to our ability to support business growth, and the creation and maintenance of quality jobs in our region. We appreciate your past investment and request continued support in 2020.

We respectfully request that you consider allocating \$260 to the Initiative Foundation in your 2020 budget.

This appropriation is essential to our ability to provide a climate for economic success in our region. An Initiative Foundation contribution has historically generated a substantial return on investment, as local contributions make it possible for us to leverage additional resources from a variety of sources outside Central Minnesota. Specifically, for every dollar we raise locally, we are able to invest an average of \$3.83 back into the communities we serve in grants, loans and scholarships.

Our strategic priorities for 2020 support economic and community development across the region. The Initiative Foundation's grant-making, lending and programmatic activities will continue to support existing for-profit and nonprofit business growth, empower new entrepreneurs, address workforce shortages, and increase access to quality childcare for the region's workforce. These initiatives work in league with cities and counties to make Central Minnesota a destination of choice to live, work, and play.

Please contact us if you have any questions or to request a presentation at an upcoming council meeting. If possible, after your budget for 2020 is finalized, please let us know your decision by signing and returning the enclosed confirmation form. Thank you for your consideration.

All the best,

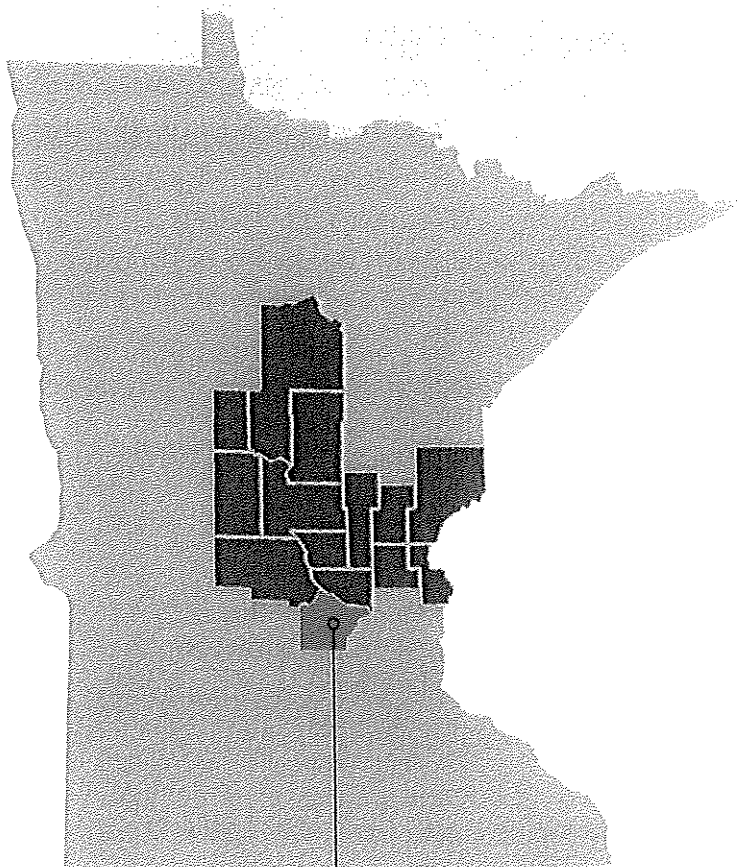
Matt Varilek
President

Enclosures



Powering Possible

Equal opportunity lender, provider and employer.



Initiative Foundation at work in WRIGHT COUNTY

\$748,000

in local donations to the Initiative Foundation.

\$6.76 MILLION

returned to Wright County in grants and loans.

Our Mission:

To empower people to
build thriving communities
and a vibrant region
across Central Minnesota.

405 First Street SE
Little Falls, MN 56345
(877) 632-9255
ifound.org

Return on Investment

For every local dollar contributed, the Initiative
Foundation has invested \$9.04 back into Wright
County.

Economic Impact

[1986 to present]

- Awarded 275 grants totaling \$2.47 million
- 69 loans totaling \$4.3 million
- Secured 1,056 quality jobs
- Leveraged \$27.9 million in private business financing
- Hosted 7 Partner Funds



Powering Possible

Equal opportunity lender, provider and employer.

For a full listing of Initiative Foundation investments in Wright County, Contact us at (877) 632-9255.

Grants Thriving Economy, Thriving Communities

Central Minnesota Jobs and Training Services, Inc.	Financial Resiliency through Social Enterprise Program
Christian Social Services, Inc.	Big Lake and Monticello Food Shelf Collaborative - Exploratory Phase
City of Delano	Fresh Produce at Delano Senior Center
Delano Area Council for Arts and Culture	Arts & Cultural Community Event
Greater Lake Sylvia Association	Aquatic Invasive Species Prevention Strategies
Kimball Area School District	Robotic Program
Rivers of Hope	Community Needs Assessment for Domestic Abuse Services
RiverWorks	Strategic Planning
Wright County Community Action, Inc.	Implementing Raising a Reader for At-Risk Children

Business Financing Local Ownership, Quality Jobs

CB Machining & Engineering, Inc., Buffalo	Manufacturing
Clay Leasing, LLC, St. Michael	Equipment Dealer

Charitable Funds Activating Generosity

Delano Area Community Foundation | Delano Area Emergency Fund | Dorn Family Fund | Manufacturing Fund of Central Minnesota | Minnesota Pioneer Park Endowment Fund | Wright County Historical Society Fund | Three Rivers Community Foundation

Nonprofit Assistance Helping Organizations Thrive

Rivers of Hope	Lunch and Learn
Wright County Community Action	Lunch and Learn

Community Action The Power of Partnership

→ When it comes to nonprofits, collaboration is key. With support from an Initiative Foundation grant, food shelf organizations in Big Lake and Monticello have retained a consultant to explore ways to combine services as an alternative to building expansions. Client surveys have been administered and a joint committee of individuals from both boards has been formed to help move discussions forward.

→ Economic development coordinator Mark Hanson has been hired to support Benton, Sherburne, Stearns and Wright counties in their work to ease the transition as Xcel Energy retires two coal-fired generators. The coal-to-natural-gas conversion could eliminate up to 300 jobs and is anticipated to have a significant effect on the local tax base. The economic development effort is supported by the Initiative Foundation, the McKnight Foundation and other regional entities.

→ Annie Deckert, a member of the Foundation's first Initiators Fellows cohort and co-owner of the Decklan Group, shared her expertise with the Monticello Help Center. Supported by a 2017 Initiative Foundation grant, Deckert and her team helped the food shelf and clothing center amend a city ordinance so that it can use a new church-donated site. Without Deckert's support, staff said, the project would not have come to fruition.



2020 Budget Confirmation

Please indicate below your city council's decision regarding support for the Initiative Foundation in 2020 and kindly return this form to:

Initiative Foundation
405 First St. SE, Little Falls, MN 56345
Or Email it to: cnewbanks@ifound.org Fax: (320) 632-9258

Name of City : Montrose

☐ **YES**, city council has approved funding to the Initiative Foundation in 2020 in the amount of \$ _____

Would you like the Initiative Foundation to send you a payment reminder?

☐ Yes, please send invoice to us in _____ / _____.
Month / Year

☐ Not necessary, we'll send payment to IF without an invoice.

☐ Payment attached.

☐ **NO**, we are unable to fund the work of the Initiative Foundation in 2020.

City official _____
Printed Name Title

Signature Date

Email Address Phone #

We do want to hear from you to discuss your needs, answer questions, and provide an update on our local projects. Please call Carl Newbanks at 320-631-2042 if you would like to schedule a presentation.

Thank you for considering our request. Together, we can continue to serve this great region that we all call home.

MINNESOTA LAWFUL GAMBLING

6/15 Page 1 of 2

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Montrose Lions Club License Number: 01174
 Address: PO Box 221 City: Montrose MN Zip: 55363
 Chief Executive Officer (CEO) Name: Barton Ranthun Daytime Phone: (763) 682-2124
 Gambling Manager Name: Dan Bartosch Daytime Phone: 612-720-3104

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 8,17,19 to 8,19,19

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Montrose Lions Park
 Street address and City (or township): 200 Center Ave S. Zip: 55363 County: Wright

• Do not use a post office box.

• If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☒

Yes If yes, a lease is not required.

☐

No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (If none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

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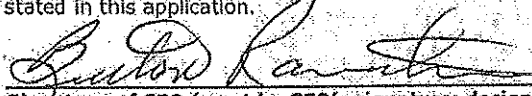
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of Montrose</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.


 Signature of CEO (must be CEO's signature; designee may not sign)

7-15-19
 Date

Mail or fax to:

Minnesota Gambling Control Board
 Suite 300 South
 1711 West County Road B
 Roseville, MN 55113
 Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Wright County Sheriff's Office

Sheriff Sean Deringer

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



Montrose Monthly Report 2019

Printed on August 1, 2019

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
911 Abandoned Total: 1					
07/27/19 23:26	911 Abandoned	2019061960			911
911 Hang-up Total: 7					
07/02/19 06:11	911 Hang-up	2019053130			911
07/04/19 08:58	911 Hang-up	2019053872			911
07/05/19 09:00	911 Hang-up	2019054219			911
07/14/19 07:28	911 Hang-up	2019057256			911
07/24/19 20:15	911 Hang-up	2019060799			911
07/27/19 15:54	911 Hang-up	2019061804			911
07/31/19 19:51	911 Hang-up	2019063215			911
911 Open Line Total: 13					
07/03/19 16:24	911 Open Line	2019053637			911
07/04/19 20:43	911 Open Line	2019054059			911
07/09/19 18:00	911 Open Line	2019055755			911
07/15/19 09:41	911 Open Line	2019057547			911
07/16/19 07:31	911 Open Line	2019057865			911
07/16/19 14:16	911 Open Line	2019058010			911
07/19/19 04:18	911 Open Line	2019058929			911
07/24/19 16:37	911 Open Line	2019060716			911
07/24/19 17:49	911 Open Line	2019060746			911
07/24/19 18:00	911 Open Line	2019060752			911
07/24/19 20:26	911 Open Line	2019060800			911
07/24/19 22:09	911 Open Line	2019060822			911
07/28/19 16:27	911 Open Line	2019062145			911
Abandoned Vehicle Total: 1					
07/08/19 06:44	Abandoned Vehicle	2019055232	Abandoned Vehicle	WP19021212	Phone
Abuse Total: 1					
07/17/19 12:01	Abuse	2019058326	Abuse	WP19022450	Phone
Agency Assist Total: 1					
07/04/19 23:20	Agency Assist	2019054124	Agency Assist	WP19020785	Phone
Alarm Total: 1					
07/14/19 00:28	Alarm	2019057204	Suspicious - Circumstances	WP19022039	Phone
Animal Total: 3					
07/08/19 21:13	Animal	2019055491	Animal	WP19021315	Phone
07/09/19 10:48	Animal	2019055605	Animal	WP19021364	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
07/25/19 21:01	Animal	2019061175	Animal	WP19023511	
Assault Total: 1					
07/16/19 07:11	Assault	2019057860	Assault	WP19022302	Phone
Burglary Total: 1					
07/03/19 06:39	Burglary	2019053480	Burglary	WP19020544	
Check Welfare Total: 8					
07/02/19 20:02	Check Welfare	2019053396	Check Welfare	WP19020506	Phone
07/03/19 16:32	Check Welfare	2019053642	Check Welfare	WP19020618	
07/06/19 06:14	Check Welfare	2019054524	Check Welfare	WP19020941	Phone
07/06/19 12:01	Check Welfare	2019054599	Check Welfare	WP19020970	911
07/09/19 15:47	Check Welfare	2019055705	Check Welfare	WP19021407	Phone
07/11/19 12:18	Check Welfare	2019056272	Check Welfare	WP19021640	Phone
07/25/19 19:45	Check Welfare	2019061145	Check Welfare	WP19023505	Phone
07/26/19 22:20	Check Welfare	2019061573			911
Citizen Aid Total: 4					
07/09/19 06:05	Citizen Aid	2019055557	Citizen Aid	WP19021340	Phone
07/09/19 19:03	Citizen Aid	2019055771	Fraud - Checks - Cards	WP19021436	Phone
07/17/19 12:35	Citizen Aid	2019058338	Citizen Aid	WP19022455	911
07/31/19 21:12	Citizen Aid	2019063241	Citizen Aid	WP19024215	911
Civil Complaint Total: 12					
07/01/19 16:03	Civil Complaint	2019052995	Civil Complaint	WP19020340	Phone
07/01/19 17:28	Civil Complaint	2019053023	Civil Child Custody	WP19020351	Phone
07/01/19 18:28	Civil Complaint	2019053035	Domestic Disturbance	WP19020356	Phone
07/03/19 14:44	Civil Complaint	2019053611	Civil Complaint	WP19020603	Phone
07/16/19 09:39	Civil Complaint	2019057917	Civil Complaint	WP19022319	Phone
07/17/19 12:13	Civil Complaint	2019058329	Civil Complaint	WP19022458	Phone
07/20/19 07:13	Civil Complaint	2019059323	Civil Complaint	WP19022815	Phone
07/22/19 12:22	Civil Complaint	2019059963	Info	WP19023063	Phone
07/22/19 16:16	Civil Complaint	2019060054	Civil Complaint	WP19023100	Phone
07/23/19 20:12	Civil Complaint	2019060439	Civil Complaint	WP19023239	Phone
07/27/19 13:57	Civil Complaint	2019061778	Civil Complaint	WP19023713	911
07/29/19 17:10	Civil Complaint	2019062505	Civil Complaint	WP19023966	Phone
Civil Process Total: 26					
07/01/19 14:46	Civil Process	2019052967			Officer
07/01/19 14:56	Civil Process	2019052972			Officer
07/02/19 08:55	Civil Process	2019053177			
07/02/19 10:20	Civil Process	2019053206			Officer
07/02/19 10:45	Civil Process	2019053213			Officer
07/03/19 13:35	Civil Process	2019053582			Officer
07/03/19 13:42	Civil Process	2019053584			Officer
07/08/19 13:43	Civil Process	2019055336			Officer
07/08/19 14:08	Civil Process	2019055344			Officer
07/08/19 16:35	Civil Process	2019055385			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
07/08/19 18:12	Civil Process	2019055421			
07/09/19 15:03	Civil Process	2019055690			Officer
07/10/19 11:55	Civil Process	2019055930			Officer
07/11/19 10:52	Civil Process	2019056246			Officer
07/11/19 15:49	Civil Process	2019056336			Officer
07/12/19 12:24	Civil Process	2019056635			Officer
07/12/19 17:20	Civil Process	2019056725			Officer
07/12/19 17:45	Civil Process	2019056735			Officer
07/16/19 14:08	Civil Process	2019058007			Officer
07/17/19 13:07	Civil Process	2019058350			Officer
07/17/19 15:15	Civil Process	2019058387	Civil Process	WCVL19022474	Officer
07/17/19 15:47	Civil Process	2019058397			Officer
07/22/19 15:55	Civil Process	2019060045			Officer
07/22/19 16:09	Civil Process	2019060051			Officer
07/30/19 12:05	Civil Process	2019062757			Officer
07/30/19 18:19	Civil Process	2019062874			

Commercial General Alarm Total: 2

07/14/19 09:18	Commercial General	2019057273	Commercial General Alarm	WP19022065	Phone
07/28/19 18:09	Commercial General	2019062168	Commercial General Alarm	WP19023846	Phone

Compliance Check - Liquor Total: 4

07/22/19 09:03	Compliance Check -	2019059893			Officer
07/22/19 09:04	Compliance Check -	2019059894			Officer
07/22/19 09:04	Compliance Check -	2019059895			Officer
07/22/19 09:04	Compliance Check -	2019059896			Officer

Court Order Violation Total: 2

07/08/19 20:53	Court Order Violation	2019055485	Court Order Violation	WP19021311	Phone
07/29/19 12:23	Court Order Violation	2019062389	Court Order Violation	WP19023927	Phone

Criminal Damage to Property Total: 2

07/09/19 08:12	Criminal Damage to	2019055573	Criminal Damage to Property	WP19021348	Phone
07/12/19 20:51	Criminal Damage to	2019056790	MVA - No Injuries	WP19021856	Phone

Disorderly Total: 1

07/19/19 23:24	Disorderly	2019059261	Disorderly	WP19022793	911
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Domestic Disturbance Total: 7

07/02/19 08:41	Domestic Disturbance	2019053170	Domestic Disturbance	WP19020414	911
07/04/19 23:36	Domestic Disturbance	2019054132	Domestic Disturbance	WP19020790	911
07/05/19 00:46	Domestic Disturbance	2019054153			Phone
07/11/19 23:45	Domestic Disturbance	2019056502	Domestic Disturbance	WP19021737	Phone
07/14/19 16:54	Domestic Disturbance	2019057387	Domestic Disturbance	WP19022112	Phone
07/14/19 20:25	Domestic Disturbance	2019057436	Domestic Disturbance	WP19022138	911
07/27/19 20:43	Domestic Disturbance	2019061910	Domestic Disturbance	WP19023758	911

Domestic Disturbance; 911 Abandoned Total: 1

07/31/19 22:07	Domestic Disturbance;	2019063250	Domestic Disturbance	WP19024220	Phone
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Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Explosion Total: 1					
07/27/19 21:56	Explosion	2019061933	Fireworks	WP19023768	911
Extra Patrol Total: 1					
07/29/19 12:11	Extra Patrol	2019062385			Phone
Fire - Gas Leak Total: 2					
07/05/19 17:59	Fire - Gas Leak	2019054345	Fire - Gas Leak	WP19020881	Phone
07/23/19 09:33	Fire - Gas Leak	2019060264	Fire - Gas Leak	WP19023179	911
Fire - Other Total: 1					
07/20/19 07:54	Fire - Other	2019059327	Fire - Other	WP19022818	Phone
Fireworks Total: 4					
07/03/19 22:21	Fireworks	2019053773	Fireworks	WP19020672	Phone
07/07/19 00:30	Fireworks	2019054871	Fireworks	WP19021075	Phone
07/12/19 23:21	Fireworks	2019056850	Fireworks	WP19021885	911
07/27/19 21:30	Fireworks	2019061924	Fireworks	WP19023764	911
Fraud - Internet Total: 1					
07/25/19 18:57	Fraud - Internet	2019061129	Fraud - Internet	WP19023501	Phone
Harassment Total: 2					
07/01/19 18:28	Harassment	2019053036	Harassment	WP19020357	Phone
07/10/19 18:44	Harassment	2019056080	Harassment	WP19021559	911
Info Total: 1					
07/26/19 17:19	Info	2019061452			Phone
Intoxicated Person Total: 1					
07/26/19 20:14	Intoxicated Person	2019061524	Intoxicated Person	WP19023637	911
Juvenile - Runaway Total: 1					
07/05/19 19:20	Juvenile - Runaway	2019054369	Juvenile - Runaway	WP19020891	Phone
Medical - Breathing Problems Total: 2					
07/25/19 17:12	Medical - Breathing	2019061097	Medical - Breathing Problems	WP19023490	911
07/26/19 04:14	Medical - Breathing	2019061236	Medical - Breathing Problems	WP19023531	911
Medical - Chest Pain Total: 1					
07/10/19 13:43	Medical - Chest Pain	2019055960	Medical - Chest Pain	WP19021518	911
Medical - Diabetic; Medical - Breathing Problems Total: 1					
07/22/19 23:43	Medical - Diabetic;	2019060188	Medical - Diabetic	WP19023148	911
Medical - Overdose - Poisoning Total: 1					
07/29/19 18:16	Medical - Overdose -	2019062538	Medical - Overdose - Poisoning	WP19023980	911
Medical - Psychiatric - Behavioral Total: 1					
07/10/19 20:06	Medical - Psychiatric -	2019056100	Medical - Psychiatric -	WP19021572	911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Medical - Sick Total: 3					
07/07/19 13:50	Medical - Sick	2019055023	Medical - Sick	WP19021136	911
07/12/19 07:30	Medical - Sick	2019056559	Medical - Sick	WP19021761	911
07/17/19 12:53	Medical - Sick	2019058346	Medical - Sick	WP19022459	911
Medical - Trauma Total: 1					
07/12/19 21:59	Medical - Trauma	2019056821	Medical - Trauma	WP19021871	911
Medical - Unconscious - Fainting Total: 2					
07/05/19 16:06	Medical - Unconscious -	2019054327	Medical - Breathing Problems	WP19020874	Phone
07/18/19 13:10	Medical - Unconscious -	2019058718	Death Investigation - Natural	WP19022590	Phone
Motorist Aid Total: 3					
07/12/19 14:27	Motorist Aid	2019056671			
07/17/19 15:51	Motorist Aid	2019058399			
07/19/19 18:30	Motorist Aid	2019059181			Phone
MVA - Injuries Total: 1					
07/09/19 07:28	MVA - Injuries	2019055568	Agency Assist	WP19021345	
Noise Total: 2					
07/09/19 01:40	Noise	2019055541	Noise	WP19021332	911
07/13/19 02:43	Noise	2019056900	Noise	WP19021899	
Open Door - Window Total: 1					
07/29/19 12:36	Open Door - Window	2019062395	Open Door - Window	WP19023928	
Parking Total: 1					
07/13/19 14:20	Parking	2019057009	Parking	WP19021958	
POR Check Total: 1					
07/11/19 10:32	POR Check	2019056236			Officer
Public Works - Utilities Total: 1					
07/14/19 17:46	Public Works - Utilities	2019057399	Public Works - Utilities	WP19022121	Phone
Residential Fire Alarm Total: 1					
07/28/19 14:51	Residential Fire Alarm	2019062120	Residential Fire Alarm	WP19023826	911
Residential General Alarm Total: 2					
07/15/19 11:26	Residential General	2019057587	Residential General Alarm	WP19022194	Phone
07/29/19 16:32	Residential General	2019062488	Residential General Alarm	WP19023962	Phone
Search Warrant Total: 1					
07/26/19 13:18	Search Warrant	2019061360	Search Warrant	WSIU19023576	Officer
SIA Area Watch Total: 1					
07/12/19 11:06	SIA Area Watch	2019056612			
SIA City Council - City Hall Total: 1					
07/08/19 18:48	SIA City Council - City	2019055439			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
SIA House Check Total: 2					
07/29/19 22:35	SIA House Check	2019062625			
07/29/19 22:45	SIA House Check	2019062628			
Stalking Total: 1					
07/24/19 22:13	Stalking	2019060825	Medical - Psychiatric -	WP19023393	Phone
Stolen - Property Total: 1					
07/29/19 18:01	Stolen - Property	2019062529	Stolen - Property	WP19023974	Phone
Stolen - Vehicle Total: 1					
07/17/19 06:59	Stolen - Vehicle	2019058261	Stolen - Vehicle	WP19022430	Phone
Suspicious - Circumstances Total: 4					
07/16/19 13:43	Suspicious -	2019057996	Suspicious - Circumstances	WP19022345	Phone
07/22/19 12:15	Suspicious -	2019059959	Suspicious - Circumstances	WP19023058	Phone
07/29/19 11:39	Suspicious -	2019062376	Suspicious - Circumstances	WP19023920	Phone
07/29/19 15:13	Suspicious -	2019062455	Suspicious - Circumstances	WP19023951	Phone
Suspicious - Person - Vehicle Total: 6					
07/02/19 18:21	Suspicious - Person -	2019053366	Suspicious - Person - Vehicle	WP19020490	Phone
07/06/19 09:16	Suspicious - Person -	2019054551	Suspicious - Person - Vehicle	WP19020950	Phone
07/26/19 21:32	Suspicious - Person -	2019061556	Suspicious - Person - Vehicle	WP19023649	911
07/27/19 21:30	Suspicious - Person -	2019061925	Suspicious - Person - Vehicle	WP19023767	Phone
07/29/19 16:54	Suspicious - Person -	2019062495	Suspicious - Person - Vehicle	WP19023964	Phone
07/29/19 23:41	Suspicious - Person -	2019062644	Suspicious - Circumstances	WP19024008	911
Theft Total: 1					
07/24/19 17:45	Theft	2019060745	Civil Complaint	WP19023361	Phone
Theft - From Vehicle Total: 6					
07/05/19 09:39	Theft - From Vehicle	2019054225	Theft - From Vehicle	WP19020819	Phone
07/29/19 04:01	Theft - From Vehicle	2019062275	Theft - From Vehicle	WP19023881	911
07/29/19 04:53	Theft - From Vehicle	2019062282	Theft - From Vehicle	WP19023883	Phone
07/29/19 07:18	Theft - From Vehicle	2019062303	Theft - From Vehicle	WP19023894	Phone
07/29/19 11:53	Theft - From Vehicle	2019062380	Theft - From Vehicle	WP19023923	Phone
07/29/19 21:26	Theft - From Vehicle	2019062602	Theft - From Vehicle	WP19023997	Phone
Threats Total: 2					
07/04/19 23:20	Threats	2019054123	Threats	WP19020787	911
07/22/19 14:40	Threats	2019060016	Threats	WP19023087	
Traffic - Complaint Total: 8					
07/03/19 20:58	Traffic - Complaint	2019053736	Traffic - Complaint	WP19020659	Phone
07/08/19 18:35	Traffic - Complaint	2019055433	Traffic - Complaint	WP19021293	Phone
07/12/19 08:25	Traffic - Complaint	2019056566	Traffic - Complaint	WP19021763	Phone
07/12/19 11:22	Traffic - Complaint	2019056618	Traffic - Complaint	WP19021781	911
07/13/19 08:01	Traffic - Complaint	2019056919	Traffic - Complaint	WP19021909	Phone
07/14/19 18:23	Traffic - Complaint	2019057410	Traffic - Complaint	WP19022126	911
07/26/19 11:19	Traffic - Complaint	2019061312	Traffic - Complaint	WP19023559	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
07/26/19 13:34	Traffic - Complaint	2019061372	Traffic - Complaint	WP19023580	911
Traffic - Hazard Total: 3					
07/16/19 18:15	Traffic - Hazard	2019058108	Traffic - Hazard	WP19022381	Phone
07/23/19 05:41	Traffic - Hazard	2019060227	Traffic - Hazard	WP19023161	Phone
07/28/19 17:42	Traffic - Hazard	2019062165	Traffic - Hazard	WP19023843	911
Traffic Stop Total: 75					
07/01/19 11:06	Traffic Stop	2019052912			Officer
07/02/19 16:41	Traffic Stop	2019053327			
07/04/19 00:20	Traffic Stop	2019053813			Officer
07/04/19 01:56	Traffic Stop	2019053831			Officer
07/04/19 04:46	Traffic Stop	2019053845			Officer
07/04/19 14:57	Traffic Stop	2019053967			Officer
07/05/19 01:23	Traffic Stop	2019054165			Officer
07/06/19 08:10	Traffic Stop	2019054537			Officer
07/06/19 10:04	Traffic Stop	2019054560			Officer
07/06/19 12:25	Traffic Stop	2019054606			Officer
07/06/19 13:12	Traffic Stop	2019054621			Officer
07/07/19 12:48	Traffic Stop	2019055010			Officer
07/07/19 20:07	Traffic Stop	2019055132	Traffic Stop	WP19021178	Officer
07/08/19 00:21	Traffic Stop	2019055194			Officer
07/09/19 17:07	Traffic Stop	2019055740			Officer
07/10/19 15:44	Traffic Stop	2019056004			Officer
07/10/19 17:20	Traffic Stop	2019056063			Officer
07/11/19 01:39	Traffic Stop	2019056174			Officer
07/12/19 11:37	Traffic Stop	2019056624	Traffic Stop	WP19021786	Officer
07/13/19 00:19	Traffic Stop	2019056871			Officer
07/15/19 01:40	Traffic Stop	2019057502			Officer
07/16/19 15:56	Traffic Stop	2019058055			Officer
07/16/19 16:01	Traffic Stop	2019058057			Officer
07/16/19 16:25	Traffic Stop	2019058071			Officer
07/16/19 22:01	Traffic Stop	2019058184			Officer
07/17/19 16:09	Traffic Stop	2019058409			Officer
07/17/19 19:13	Traffic Stop	2019058472			Officer
07/17/19 23:57	Traffic Stop	2019058555			Officer
07/18/19 00:00	Traffic Stop	2019058556			Officer
07/18/19 18:06	Traffic Stop	2019058821			Officer
07/19/19 11:24	Traffic Stop	2019059014			Officer
07/19/19 19:31	Traffic Stop	2019059194	Warrant - Arrest	WP19022766	Officer
07/20/19 00:03	Traffic Stop	2019059274			Officer
07/20/19 01:31	Traffic Stop	2019059299	Drugs	WP19022810	Officer
07/20/19 14:54	Traffic Stop	2019059405	Traffic Stop	WP19022853	Officer
07/20/19 15:43	Traffic Stop	2019059416	Traffic Stop	WP19022856	Officer
07/20/19 15:58	Traffic Stop	2019059419	Traffic Stop	WP19022859	Officer
07/20/19 16:16	Traffic Stop	2019059420	Traffic Stop	WP19022860	Officer
07/21/19 19:19	Traffic Stop	2019059743	Traffic Stop	WP19022999	Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
07/21/19 23:06	Traffic Stop	2019059815			Officer
07/21/19 23:24	Traffic Stop	2019059821	DUI	WP19023020	Officer
07/22/19 00:21	Traffic Stop	2019059830			Officer
07/22/19 01:59	Traffic Stop	2019059837			Officer
07/22/19 03:10	Traffic Stop	2019059849	Traffic Stop	WP19023027	Officer
07/22/19 03:27	Traffic Stop	2019059850			Officer
07/22/19 03:33	Traffic Stop	2019059851			Officer
07/22/19 21:55	Traffic Stop	2019060162			Officer
07/22/19 22:42	Traffic Stop	2019060173			Officer
07/23/19 01:53	Traffic Stop	2019060210	Traffic Stop	WP19023154	Officer
07/23/19 19:13	Traffic Stop	2019060420			Officer
07/23/19 23:30	Traffic Stop	2019060486			Officer
07/24/19 00:34	Traffic Stop	2019060511			Officer
07/24/19 15:00	Traffic Stop	2019060668			Officer
07/25/19 01:07	Traffic Stop	2019060878			Officer
07/25/19 23:32	Traffic Stop	2019061208			Officer
07/26/19 00:35	Traffic Stop	2019061219	Traffic Stop	BP19006816	Officer
07/26/19 02:23	Traffic Stop	2019061232			Officer
07/26/19 12:24	Traffic Stop	2019061340			Officer
07/26/19 17:53	Traffic Stop	2019061459	Traffic Stop	WP19023616	Officer
07/26/19 19:54	Traffic Stop	2019061515			Officer
07/26/19 20:28	Traffic Stop	2019061531			Officer
07/26/19 22:56	Traffic Stop	2019061589			Officer
07/27/19 17:27	Traffic Stop	2019061836	Traffic Stop	WP19023734	
07/27/19 18:12	Traffic Stop	2019061855	Traffic Stop	WP19023739	Officer
07/27/19 18:30	Traffic Stop	2019061860			Officer
07/28/19 12:07	Traffic Stop	2019062079			Officer
07/29/19 21:46	Traffic Stop	2019062610			Officer
07/29/19 22:29	Traffic Stop	2019062622			Officer
07/30/19 20:16	Traffic Stop	2019062899	Traffic Stop	WP19024115	Officer
07/30/19 22:50	Traffic Stop	2019062940			Officer
07/30/19 23:35	Traffic Stop	2019062956			Officer
07/31/19 13:03	Traffic Stop	2019063080			Officer
07/31/19 20:17	Traffic Stop	2019063225			Officer
07/31/19 20:58	Traffic Stop	2019063235	Traffic Stop	WP19024213	Officer
07/31/19 23:52	Traffic Stop	2019063279			Officer

Traffic Stop ; Dispatch - CAD - Addressing Problems Total: 1

07/01/19 21:47	Traffic Stop ; Dispatch -	2019053085			Officer
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Warrant - Arrest Total: 1

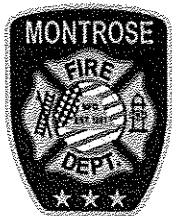
07/08/19 16:11	Warrant - Arrest	2019055378	Warrant - Arrest	WP19021272	Officer
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Warrant - Attempt Total: 4

07/17/19 11:03	Warrant - Attempt	2019058309			
07/17/19 16:32	Warrant - Attempt	2019058415			
07/19/19 18:20	Warrant - Attempt	2019059177			
07/26/19 11:33	Warrant - Attempt	2019061323			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Warrant - Attempt; Agency Assist Total: 1					
07/18/19 17:09	Warrant - Attempt;	2019058801			Officer

Total Records: 259



Monthly Activity Report Montrose Fire Department

Prepared and Presented by
Kevin Triplett – Fire Chief



Period: 07/01/2019 thru 07/31/2019 (JULY)

CALLS

Total Calls: 22

EMS Calls: 11

Other Calls:

of Calls JULY 2018 = 22

2018 vs 2019 (2019 = +/- 0)

- 07/28 - #19124 – Weather spotting/standby – Service Area (Montrose)
- 07/23 - # 19121 – Odor Investigation – Montrose
- 07/20 - #19119 – Lightning strike (no fire) – Montrose
- 07/15 - #19116 – Wind, storm, tornado/hurricane Assessment – Marysville
- 07/15 - #19115 – Weather spotting/standby – Service Area (Montrose)
- 07/13 - #19114 – Motor Vehicle Crash (Canceled) – Marysville
- 07/12 - #19112 – Motor Vehicle Crash – Woodland
- 07/09 - #19109 – Motor Vehicle Crash – Montrose
- 07/06 - #19107 – Fire Alarm – Franklin
- 07/05 - #19106 – Gas Leak – Montrose
- 07/04 - #19104 – Mutual Aid to Watertown FD – Standby @ their station while they were on scene of a structure fire (Watertown City)

Total calls to Date 2019 – 125

2018 vs 2019 (2019 = -9)

Total calls this time in 2018 - 134

Call Districts

Montrose City: 17

Franklin Township: 1

Marysville Township: 2

Woodland Township: 1

Other: 1 (Watertown City)

TRAINING:

07/02/2019 – Staff Meeting/Truck Maintenance

07/16/2019 – Hose Testing

Other Activities, Special Mention, Etc.

07/04/2019 – Delano 4th of July Parade (Weineck & Vanderbeek)

07/06/2019 – Delano Waterball (Stoll, Doyle, Brown, T. Marketon, Grave)

07/14/2019 – Waverly Parade (M. Marketon & Andreoff)

07/23/2019 – FE+ED Program Support / Station use

07/27/2019 – Traffic control for Firefighter w/ PTSD Bike run

(M. Marketon, Stoll, Andreoff, DeWitte, Vanderbeek, Holt)

07/29/2019 – Emergency Management discussion w/ city council & staff (Triplett)

SPECIAL INFO

- On 07/16/2019 Montrose Firefighters tested all of our hose that is in inventory totally approximately 8750 feet of hose – this takes about 8 hours for us to complete and is generally done on a hot day (was about 86 degrees) so hose can dry more quickly. All hose was tested successfully. Doing this ourselves comes at a considerable cost savings (approximately \$3000)

Acknowledgments

- All firefighters for hard work during hose testing
- Firefighter Ralph Brown for 6 years, 10 months and 27 days of service with the Montrose Fire Department

City of Montrose
Park & Recreation Commission
Minutes
July 10, 2019

Pursuant to call and notice the Park & Recreation Commission met on July 10, 2019 at 5:30 pm at Montrose City Hall. Those present were Commission Members Matt Russell, Barry Rhineberger and Sylvia Henry, City Council Liaison Michelle Otto, City Councilmember Lloyd Johnson, and Jessica Bonniwell from Public Works.

Call to Order

The meeting was called to order at 5:31 p.m. by Commission Member Russell.

Approval of Meeting Agenda

Motion made by Commission Member Rhineberger to approve the amended agenda to include under "New Business" item c. Game Night and item d. Sponsor Montrose Day Coin Hunt, second by Commission Member Henry.

Motion carried 3-0

Approval of June 5, 2019 Meeting Minutes

Motion made by Commission Member Henry to approve June 5, 2019 meeting minutes as written, second by Commission Member Rhineberger

Motion carried 3-0

Approval of June 24, 2019 Joint City Council and Park and Recreation Commission

Motion made by Commission Member Russell to approve the June 24, 2019 meeting minutes as written, second by Commission Member Henry.

Motion carried 1-0-2 with Commission Members Russell and Rhineberger abstaining as they were not present at the meeting.

OLD BUSINESS:

Regional Park & Funding Update

Discussion held regarding the future regional park development plan that was discussed at the June 24, 2019 joint meeting between City Council and the Park and Recreation Commission. The original park plan was looked at to see what areas of the park will be developed in the short-term versus long-term planning. Building a park shelter was placed in the short-term one (1) to three (3) year plan so the City can begin budgeting for this new shelter. The development of the rest of the park and the different fields and areas all fell under the long-term five (5) to ten (10) year plan.

Pickleball

The tennis court/Pickleball court has been completed and is open for community use.

2019 Events and To-Do List

No current update.

Skating Rink at Northridge Park for 2020

Brief discussion regarding the skating rinks to be placed at Lions Park and Northridge Park for upcoming 2019-2020 winter season. Commission Member Russell said he would still like to get out to Northridge Park to look and see where an ideal spot for the skating rink would be. The Commission members stressed that lighting of the rinks is an important issue that needs to be looked at before placement.

Summer Splash/Party in the Park

Discussion was held regarding the upcoming event scheduled for July 20, 2019 from 3-5 p.m. Everything is ready to go for the event. Commission Member Russell contacted City Staff for water and electricity access as well as placing a Porta Potty at Northridge Park to be used during the event. Mayor Otto confirmed there will be an Ice Cream Truck on site for the event as well as the planned water slide and dunk tank to be rented from Klatt in Buffalo. Commission Member Russell ordered around 50 squirt guns to be used by participants and taken home after the event. Jessica will post the flyer on the City's Facebook page and at City Hall. Commission Members will circulate the flyer to other pages on Facebook as well to advertise the event.

Carver Field

Commission Member Russell has been doing some research about standard safety requirements other Cities have put into place, but did not find a lot of information and seems there is no standard but whatever a City or Community decides and puts into place. Commission Member Russell also inquired about the liability if someone were to get hit or their house would get hit by a ball from the field and city staff member Jessica informed him that she did ask Deputy Clerk Wendy Manson about insurance liability and she said she thought it would be the homeowner and their insurance that would pick up the damage done since they knowingly moved in next to a ball field. The safety standards in question are only brought up currently two weekends a year when adults use the field for tournaments and fundraising, so the cost of making any improvements may outweigh the benefits gained for the two weekends in question. Commission Member Rhineberger agreed that the people living by the ball field moved in after the field was there and by doing that take on the liability since the field has been there for over 50 years.

Community Garden

Commission Member Russell inquired whether or not anyone who wanted a garden spot was denied this year due to lack of spots. City staff Jessica Bonniwell informed him that everyone that requested a plot did get one, and some people have two or three spots since there were extra spaces unoccupied. No other discussion on this topic.

NEW BUSINESS:

Finance Update

On track with finance and spending. Commission Member Russell will be submitting the invoice for the squirt guns shortly after the event, and the invoice from Klatt will be billed to the City for Summer Splash.

Bark in the Park Discussion

Mayor Otto brought the Bark in the Park event back up and the Commission Members are still not willing to take this event on as nobody has stepped up to take the lead. Bark in the Park will not be held this year.

Game Night

Commission Member Rhineberger stated the last Game Night/Dinner event was changed to be held at the United Methodist Church and he was not aware of the change and did not attend the event. The event will be held at the United Methodist Church for June and July and there will not be a dinner in August due to Montrose Days. Commission Member Russell feels that the Park and Recreation Commission should not attend the event when it is held at the church, and we will resume in September once it returns to the City building at the Community Center. Mayor Otto said that she was informed the event has not been well attended with only four (4) people at the June dinner. Mayor Otto informed the partner organization of Grace Place that the Park and Recreation Commission would not be at the July dinner.

Sponsor Montrose Days Coin Hunt

Mayor Otto proposed a coin hunt to the Park and Recreation Commission that they would sponsor/run during Montrose Days. Brief discussion was held regarding some logistics of the event such as if they would use sand or sawdust to hide the coins in and where the event would take place. Mayor Otto would like to use a parking lot area roped off for the hunt, which would likely be located near the Community Center off Lions Park. The Park and Recreation Commission think this event would be a good idea, and the rest of the details will be discussed at the upcoming meeting on August 5, 2019 before Montrose Days begins.

Commission Member Rhineberger made a motion to allocated an amount not to exceed \$200.00 for the Coin Hunt event at Montrose Days to be sponsored by the Park and Recreation Commission for children not exceeding 12 years in age and Park and Recreation Commission will run event, second by Commission Member Russell. Motion carried 3-0.

Adjourn

Motion to adjourn was made by Commission Member Henry at 6:42 p.m., second by Commission Member Rhineberger.

Motion carried 3-0

Meetings will return to the regularly scheduled time of 5:30 p.m. on the first Monday of each month going forward

City of Montrose
Park & Recreation Commission
Minutes
August 5, 2019

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

Call to Order

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

Approval of Meeting Agenda

Motion made by Commission Member Henry to approve the amended agenda as follows: A) Skating Rink at Northridge Park for 2020, B) Montrose Days Coin Hunt, C) Regional park and Funding Update, D) 2019 Events and To-Do List, E) Summer Splash/Party in the Park, F) Carver Field, G) Community Garden, second by Commission Member Russell.

Motion carried 3-0

Approval of July 10, 2019 Meeting Minutes

Motion made by Commission Member Rhineberger to approve minutes as written, with year typo under "Skating Rink at Northridge Park for 2020" to be fixed, second by Commission Member Henry.

Motion carried 3-0

OLD BUSINESS:

Skating Rink at Northridge Park for 2020

Discussion was held regarding skating rinks for 2019-2020 winter season. Possible locations for rinks include: Lion's Park, Northridge Park and Carver Field. The City would like to keep the rinks off of Carver Field going forward because there is no real drainage for when the ice melts and has done damage to the field by the melting water pushing the Aglime down into the clay soil and the combination of the clay soil and Aglime has created an almost concrete-like surface that has to be fixed each year. Jessica from Public Works provided the invoice for the Aglime that was placed at Carver Field to give the Commission an idea of how much that cost the City just to order the Aglime in addition to any labor costs incurred with working on the field. Commission Member Rhineberger walked around Northridge Park to look for good placement and the consensus with this park is that the Park and Recreation Commission would like to see the walking trail put in the park first so there is more accessibility. Currently, if there was a lot of snow a skating rink may be inaccessible from the parking lot or nearby roads. Mayor Otto went out to take a look at the lighting at both Lion's Park and Northridge Park and believes the lighting that is currently in place is not sufficient for nighttime ice skating in the winter. There are several questions the Commission Members have regarding the feasibility of having an ice rink back over at Lion's Park such as staffing the warming house, who would turn lights on/off at facilities, and whether or not the warming house would be locked. Commission Member Rhineberger made a recommendation to put up two rinks for 2019-2020 winter season with one being at Lion's Park and the second being located at Carver Field, second by Commission Member Russell.

Motion Carried 2-1 with Commission Member Henry voting against the recommendation.

Sponsor Montrose Days Coin Hunt

Mayor Otto said this event is ready to go and the Commission Members will be going to the Council meeting on August 12th to get approval for the financial expenditure for the event based on the motion from the July 10, 2019 Park and Recreation Meeting.

Regional Park & Funding Update

April Veches and Jim Herzog came in to discuss the fence and area surrounding their property near the Regional Park. They have requested that the City do some maintenance by staining and repairing the fence that the City put up in 2017. There is a signed agreement between the City and the Herzog's that the City would maintain the fence, and it would not be the responsibility of the property owner. They also expressed concern regarding the west side of their yard eroding away because of the fence placement and would also like the City to take a look at that. There was discussion within the City Staff before the City put the fence in that there was a possibility of doing a retaining wall at that location, but the fence was placed there in lieu of a retaining wall and now there is an erosion problem.

2019 Events and To-Do List

No current update.

Summer Splash/Party in the Park

The summer event was cancelled by Commission Member Russell two hours before the event due to weather circumstances. The Fire Department informed Commission Member Russell that they would have been unable to get any trucks into the park with the large amount of rain that fell in the late morning on the day of the event. Mayor Otto recommended the Park and Recreation Commission perhaps bring either the Dunk Tank or Waterslide or both to Montrose Days. The Park and Recreation Commission decided it is too close to Montrose Days with only two weeks to plan and prepare they would rather not get involved at this point. Commission Member Russell will not be seeking reimbursement for any expenses for water guns or anything else from Summer Splash that were already purchased. Commission Member Russell also stated he spoke with Klatt and we should not be receiving any type of bill for equipment that was to be rented for the cancelled event. Councilmember Johnson stated the money he donated for the Dunk Tank for the event can stay with Park and Recreation for another event.

Carver Field

Discussion regarding skating rink for 2019-2020 season was held under item "A" from the agenda. The Commission Members would like an update from Public Works regarding the current painting and other general maintenance work being done at Carver Field as there are many people in the community that are wondering as well.

Community Garden

No current updates but would like to keep as agenda item so the Commission can keep tabs on people cleaning out plots at the end of the season.

NEW BUSINESS:

Finance Update

Keeping on track with finance and with Summer Splash cancelled, there is a bit more money in budget than expected. The Commission Members asked whether or not the Aquatennial charge on the financial statement for \$1,200.00 usually comes out of the Park and Recreation fund or if it needs to be reclassified in the financial accounting system.

Adjourn

Motion to adjourn was made by Commission Member Henry at 6:24 p.m, second by Commission Member Rhineberger.

Motion carried 3-0

From: Jim Herzog <[REDACTED]>
Subject: Regional park fence and trespassing
Date: August 11, 2019 at 6:37:47 PM CDT
To: Tom Marszalek <TMarszalek@montrose-mn.com>
Cc: Kirby Moynagh <KMoynagh@montrose-mn.com>, Ben Kuehl <BKuehl@montrose-mn.com>, Lloyd Johnson <LJohnson@montrose-mn.com>

Wayne has been reminded about the Regional park fence which has never been stained since it was built. We have a contract with the city about the fence. He has also been informed of erosion issues next to the fence. He is refusing to come look at what erosion issues there are. And also put a city employee at risk when he sent him out to our property to do work that he heard about 3rd hand. We have a huge dog that is not leashed. Wayne knows this and is also aware he is to contact us before stepping foot on our property. We will be attending the city meeting tomorrow. But we would appreciate if council members could at least look at what we are talking about with the land erosion. Sometime before or after the meeting. Which also needs to be viewed from our side of the fence. Please feel free to contact us at [REDACTED]

Thank you,
April and Jim Herzog

City of



ADMINISTRATIVE PERMIT FENCING

Permit Number _____

Permit Issued/Denied _____

Basic Fee _____

Purpose of Request PRIVACY FENCEOwner: CITY OF MONTROSEAddress: [REDACTED] Phone Number 763-575-7422Zoning District Inst.Applicant: SAME
(If other than owner)

Address: _____ Phone Number _____

The Following are items that must be submitted to acquire a fence administrative permit:

1. Site Survey/location of use
2. Start Date: 8/17 Completion Date: 8/17
3. Fence Height: 6' Fence Material: WOOD

A fence that is placed less than two feet (2') from any side or rear lot line on the property must provide that an agreement addressing construction, maintenance, and repair responsibilities, as well as trespassing rights, is established between the adjoining property owners.

No fences shall be placed on or extend into public rights-of-way or onto public property.

PROPERTY LINE FENCE INSTALLATION AND EASEMENT AGREEMENT

This Agreement made this 2nd day of August 2017 by and between

(Owner) CITY OF MONTROSE whose address is:

[REDACTED ADDRESS]

AND Jim [Signature] (Neighbor 1)

AND _____ (Neighbor 2)

AND _____ (Neighbor 3)

MONTROSE, MN 55363

Relative to the installation and maintenance of a front yard, side yard or rear yard property line (Circle those that apply) fence located on or within 2 feet of the lot line at:
(Give PID number & Legal of lot where fence is to be placed)

Fence will be installed North of property line
North/South City/Herzog Line

A. APPLICATION

This Agreement shall apply to that portion of a property line fence located: (Describe which property lines the fence will be on or within 2 feet of)

SOUTH LINE OF PARK + HERZOG PROPERTY

B. INSTALLATION

1. The Owner(s) shall construct and install a (Give description of fence to be placed)

6' WOOD PRIVACY FENCE

2. The construction and installation cost of the property line fence shall be shared between (Name all parties sharing in cost of fence installation and the percentage each is paying)

CITY OF MONTROSE (solely)

C. MAINTENANCE

Both sides of the fence shall be maintained in a like fashion and shall be in "GOOD REPAIR".

1. Any natural disaster damage repair to the fence shall be shared equally by the (Name all parties sharing in repair cost) and done within two weeks from date of damage

City of MONTROSE (Solely)

2. Damage to the fence by either party, their family, their guests or persons in their employ shall be the responsibility of the respective owner and shall be repaired within two weeks from the time of damage.

3. Restaining or retreatment of the fence shall be done every five years and costs shall be equally shared by (Name of all parties sharing in cost)

4. City of MONTROSE (Solely)

By mutual consent, (Owners) restaining or retreatment may be delayed.

D. REMOVAL

The fence may be removed at any time by mutual consent of (name all applicable)

Parties: City of MONTROSE / Jim A

E. If the fence is located over a utility easement it will be the sole responsibility of the owners to move or to replace the fence or any part thereof, should it be necessary for the City for any reason to maintain utilities within the easement. It will not be the responsibility of the City to notify the owner if it must remove a fence to enter upon easement for repair, maintenance, or for any reason.

ASSIGNMENT

This agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.

CITY OF MONTROSE
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Montrose Planning and Zoning Commission will hold a Public Hearing at 7:00 p.m. or as soon thereafter on Wednesday, August 21, 2019 at the Montrose Community Center, located at 200 Center Avenue South, for the purpose of considering the amendment of the City's Zoning Ordinance language surrounding Signs.

Notice is further given that any written or oral comments from citizens regarding the proposed Zoning Ordinance amendments will be heard at the Public Hearing. All interested persons are invited to attend the meeting and will be afforded the opportunity to speak on the applications during the Public Hearing.

Deb Boelter
Montrose City Clerk-Treasurer

Date of Posting: **Tuesday, August 6, 2019**

Date of Publication: **Thursday, August 8, 2019**

Memorandum



To: Honorable Mayor Michelle Otto and Members of the City Council
City of Montrose, MN

From: Shawn Louwagie, P.E.
City Engineer

Date: August 12th, 2019

Subject: TH 25 Improvements Project – Bid Results

Mayor Otto and Members of the City Council,

Bids have been received for the TH 25 Improvements project on Friday, August 2nd. The project was advertised in the paper and on QuestCDN, which is an internet based public bid advertisement website. 13 companies listed as prime bidders downloaded the bid package from the QuestCDN website.

The City received 1 bid to complete the work from R&R Excavating, Inc. out of Hutchinson, MN. The received bid was tabulated and verified and sent to MnDOT staff for their review and approval. MnDOT approval of the submitted bid is required before the City may elect to award the contract per the Cooperative Agreement.

The submitted bid to complete the work was in the amount of \$942,401.01. This bid amount is to complete both MnDOT's work scope and the City's work scope. Based on the breakdown of responsible costs, the cost share responsibility is anticipated to be as follows:

TOTAL BID AMOUNT	MNDOT PORTION	CITY PORTION
\$942,401.01	\$526,507.11	\$415,893.90

The City portion of the costs is allocated to the sanitary sewer replacement, watermain replacement, and the trail construction costs.

An anticipated schedule for the project is outlined below:

~~July 8th: Authorize Advertisement for Bids~~
~~July 11th: Advertisement in the legal paper~~
~~August 2nd: Bid Submissions due/Bid opening~~
 August 12th: Present Bids to Council for Consideration
 End of August: Begin construction
 October 31st: Complete construction

Verbal discussion with MnDOT staff indicates that they are satisfied with the bid received and will be sending over a revised Schedule I and bid concurrence to City Staff.

Staff requests that City Council consider the received bid and determine whether to award the project to R&R Excavating, Inc. in the amount of \$942,401.01.



Please feel free to contact me if there are any questions.

A handwritten signature in black ink, appearing to read 'Shawn Louwagie', with a stylized flourish at the end.

Shawn Louwagie, P.E.
763.479.4724

Attachments: Bid Tabulation



Responsive partner.
Exceptional outcomes.

Project Name: SP 8603-10 (TH=025)

Owner: City of Montrose

Project No.: 7320-0001

Bid Opening: Friday, August 2nd at 11:00am

BID TABULATION					Bidder No. 1
Item No.	Item	Units	Qty	Unit Price	Total
BASE BID:					
2020.501	MOBILIZATION	LS	1	\$ 46,775.71	\$46,775.71
2101.524	CLEARING	AC	0.2	\$ 13,000.00	\$2,600.00
2101.524	GRUBBING	AC	0.2	\$ 12,000.00	\$2,400.00
2103.502	DISCONNECT WATER SERVICE	EA	5	\$ 817.19	\$4,085.95
2104.502	REMOVE MANHOLES OR CATCH BASINS	EA	2	\$ 817.20	\$1,634.40
2104.502	REMOVE CATCH BASIN GRATE CASTING	EA	1	\$ 817.20	\$817.20
2104.502	REMOVE WOOD POLE	EA	1	\$ 478.71	\$478.71
2104.502	SALVAGE MAIL BOX AND SUPPORT	EA	6	\$ 75.00	\$450.00
2104.502	SALVAGE SIGN TYPE C	EA	3	\$ 40.00	\$120.00
2104.502	REMOVE HYDRANT	EA	2	\$ 817.20	\$1,634.40
2104.502	REMOVE GATE VALVE AND BOX	EA	4	\$ 817.19	\$3,268.76
2104.502	REMOVE PIPE APRON	EA	1	\$ 817.20	\$817.20
2104.502	SALVAGE PIPE APRON	EA	1	\$ 817.20	\$817.20
2104.503	SAWING BITUMINOUS PAVEMENT	LF	2,298	\$ 1.85	\$4,251.30
2104.503	REMOVE PIPE CULVERTS	LF	245	\$ 15.63	\$3,829.35
2104.504	REMOVE BITUMINOUS PAVEMENT	SY	325	\$ 22.41	\$7,283.25
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	464	\$ 9.20	\$4,268.80
2104.507	REMOVE AGGREGATE	CY	190	\$ 16.28	\$3,093.20
2104.603	ABANDON WATER MAIN	LF	663	\$ 2.23	\$1,478.49
2104.603	ABANDON PIPE SEWER (SANITARY)	LF	685	\$ 3.04	\$2,082.40
2105.504	GEOTEXTILE FABRIC TYPE 4	SY	12	\$ 77.07	\$924.84
2105.507	COMMON EXCAVATION	CY	650	\$ 44.73	\$29,074.50
2105.507	SUBGRADE EXCAVATION	CY	998	\$ 16.21	\$16,177.58
2105.507	COMMON BORROW (CV)	CY	800	\$ 27.35	\$21,880.00
2105.602	GRAVEL ENTRANCE RESTORATION	EA	6	\$ 910.77	\$5,464.62
2105.607	COMMON BORROW SPECIAL (CV)	CY	998	\$ 41.06	\$40,977.88
2118.609	AGGREGATE SURFACING SPECIAL	TON	93	\$ 9.79	\$910.47
2211.509	AGGREGATE BASE CLASS 5	TON	660	\$ 33.73	\$22,261.80
2211.509	AGGREGATE BASE CLASS 6	TON	870	\$ 36.01	\$31,328.70
2232.504	MILL BITUMINOUS SURFACE (3.0")	SY	7,850	\$ 1.47	\$11,539.50
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LF	1,852	\$ 4.50	\$8,334.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	25	\$ 25.00	\$625.00
2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,B) 3.0" THICK	SY	130	\$ 35.00	\$4,550.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	1,870	\$ 79.00	\$147,730.00
2451.507	FINE AGGREGATE BEDDING	CY	323	\$ 13.68	\$4,418.64
2501.502	15" RC PIPE APRON	EA	1	\$ 2,580.12	\$2,580.12
2501.502	24" RC PIPE APRON	EA	1	\$ 2,826.60	\$2,826.60
2502.503	4" PE PIPE DRAIN	LF	1,785	\$ 3.03	\$5,408.55
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LF	304	\$ 82.98	\$25,225.92
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	413	\$ 89.35	\$36,901.55
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	LF	16	\$ 97.06	\$1,552.96
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LF	30	\$ 116.59	\$3,497.70
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS III	LF	15	\$ 198.04	\$2,970.60
2503.503	8" PVC PIPE SEWER	LF	675	\$ 138.63	\$93,575.25
2503.602	CONNECT TO EXISTING STORM SEWER	EA	6	\$ 956.58	\$5,739.48
2503.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EA	1	\$ 1,719.51	\$1,719.51
2503.602	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$ 5,042.49	\$5,042.49

2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	4	\$	408.60	\$1,634.40														
2503.602	8"X 6" PVC WYE	EA	4	\$	1,781.97	\$7,127.88														
2503.602	SANITARY SEWER MANHOLE - 4' DIA.	EA	2	\$	7,964.83	\$15,929.66														
2503.603	SANITARY SEWER SERVICE	LF	100	\$	20.68	\$2,068.00														
2504.601	TEMPORARY WATER SERVICE	LS	1	\$	3,268.75	\$3,268.75														
2504.602	HYDRANT	EA	2	\$	6,837.17	\$13,674.34														
2504.602	6" GATE VALVE AND BOX	EA	2	\$	2,835.59	\$5,671.18														
2504.602	10" GATE VALVE AND BOX	EA	2	\$	5,463.09	\$10,926.18														
2504.602	CONNECT TO EXISTING WATERMAIN	EA	2	\$	2,419.96	\$4,839.92														
2504.602	1" CORPORATION STOP	EA	5	\$	1,749.04	\$8,745.20														
2504.602	1" CURB STOP & BOX	EA	5	\$	275.62	\$1,378.10														
2504.602	WATER SERVICE TAP & HOOKUP	EA	5	\$	398.76	\$1,993.80														
2504.603	10" PVC WATERMAIN (DIRECTIONAL DRILLED)	LF	675	\$	77.14	\$52,069.50														
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LF	6	\$	363.36	\$2,180.16														
2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	LF	280	\$	20.13	\$5,636.40														
2504.608	WATERMAIN FITTINGS	LB	200	\$	20.63	\$4,126.00														
2506.502	CASTING ASSEMBLY	EA	14	\$	1,556.80	\$21,795.20														
2506.503	CONST DRAINAGE STRUCTURE - DESIGN G	LF	12.1	\$	1,213.44	\$14,682.62														
2506.503	CONST DRAINAGE STRUCTURE - DESIGN N	LF	6.4	\$	736.07	\$4,710.85														
2506.503	CONST DRAINAGE STRUCTURE - SD-48	LF	10.8	\$	977.33	\$10,555.16														
2506.503	CONST DRAINAGE STRUCTURE - DESIGN 48-4020	LF	11.7	\$	668.66	\$7,823.32														
2506.602	CONNECT TO EXISTING STRUCTURE	EA	1	\$	1,866.57	\$1,866.57														
2506.602	ADJUST FRAME RING AND CASTING - SPECIAL	EA	1	\$	410.81	\$410.81														
2511.509	RANDOM RIPRAP CLASS III	TON	14	\$	130.22	\$1,823.08														
2521.518	5" CONCRETE WALK	SF	302	\$	21.06	\$6,360.12														
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LF	1,843	\$	29.56	\$54,479.08														
2531.504	CONCRETE PAVEMENT 6" HIGH EARLY	SY	80	\$	117.61	\$9,408.80														
2531.618	TRUNCATED DOMES	SF	40	\$	51.07	\$2,042.80														
2540.602	INSTALL MAIL BOX SUPPORT	EA	6	\$	105.00	\$630.00														
2550.602	INSTALL SALVAGED STRUCTURES	EA	1	\$	1,859.19	\$1,859.19														
2554.602	GUIDE POST TYPE SPECIAL	EA	3	\$	85.00	\$255.00														
2563.601	TRAFFIC CONTROL	LS	1	\$	8,500.00	\$8,500.00														
2563.613	WORKERS PRESENT SPEED LIMIT	UDAY	60	\$	11.62	\$697.20														
2564.502	INSTALL SIGN TYPE C	EA	4	\$	250.00	\$1,000.00														
2573.501	STABALIZED CONSTRUCTION EXIT	LS	1	\$	3,657.66	\$3,657.66														
2573.502	STORM DRAIN INLET PROTECTION	EA	10	\$	150.00	\$1,500.00														
2573.502	CULVERT END CONTROLS	EA	2	\$	150.00	\$300.00														
2574.507	COMMON TOPSOIL BORROW	CY	100	\$	42.65	\$4,265.00														
2574.508	FERTILIZER TYPE 3	LB	133	\$	1.40	\$186.20														
2575.503	SILT FENCE, TYPE MS	LF	185	\$	2.50	\$462.50														
2575.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	707	\$	3.00	\$2,121.00														
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SY	1,267	\$	2.50	\$3,167.50														
2575.504	TURF REINFORCEMENT MAT CATEGORY 3	SY	22	\$	12.00	\$264.00														
2575.505	SEEDING	AC	0.05	\$	4,840.00	\$242.00														
2575.508	SEED MIXTURE 25-151	LB	80	\$	4.50	\$360.00														
2582.503	4" SOLID LINE MULTI-COMP (WR)	LF	200	\$	0.65	\$130.00														
2582.503	4" SOLID LINE MULTI-COMP GR IN (WR)	LF	4,790	\$	0.75	\$3,592.50														
2582.503	4" DOTTED LINE MULTI-COMP GR IN (WR)	LF	164	\$	2.50	\$410.00														
2582.503	8" DOTTED LINE MULTI-COMP GR IN (WR)	LF	189	\$	3.00	\$567.00														
2582.503	4" DBLE SOLID LINE MULTI-COMP GR IN (WR)	LF	2,310	\$	1.50	\$3,465.00														
2582.518	CROSSWALK MULTI-COMP GR IN (WR)	SF	252	\$	8.40	\$2,116.80														
TOTAL BASE BID:						\$942,401.01														
				<table><tr><td>Contractor Name:</td><td>R&R Excavating, Inc</td></tr><tr><td>Contractor Address:</td><td>1149 Hwy 22 South Hutchinson, MN 55350</td></tr><tr><td>Phone:</td><td>320-587-5918</td></tr><tr><td>Signed By:</td><td>Brent Reiner</td></tr><tr><td>Title:</td><td>President</td></tr><tr><td>Bid Security:</td><td>Y</td></tr><tr><td>Addenda Acknowledged:</td><td>Y</td></tr></table>			Contractor Name:	R&R Excavating, Inc	Contractor Address:	1149 Hwy 22 South Hutchinson, MN 55350	Phone:	320-587-5918	Signed By:	Brent Reiner	Title:	President	Bid Security:	Y	Addenda Acknowledged:	Y
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Addenda Acknowledged:	Y																			

Memorandum



Responsive partner.
Exceptional outcomes.

To: Honorable Mayor Michelle Otto and Members of the City Council
City of Montrose, MN

From: Shawn Louwagie, P.E.
City Engineer

Date: August 12th, 2019

Subject: Emerson Avenue Improvements Project – Quote Results

Mayor Otto and Members of the City Council,

Wenck staff have received quotes for the Emerson Avenue Improvement work. Quote requests were sent out to a total of 13 contractors. Out of the contractor solicitations we received 2 quotes. The results of the quotes are below.

Contractor	Base Bid: Reclaim	Alternate 1: Mill & Overlay
Mid Minnesota Hot Mix	\$130,675.00	-\$1,605.00
Meyer Contracting	\$242,100.45	\$14,963.40

The proposed improvements to Emerson Avenue are to widen the section from 2nd Street to Mindy Lane from the existing 19' width to 28', which would better align this segment of Emerson Avenue with the segments to the north and south. Reclamation of the existing street section is proposed in the base bid along with the addition of concrete curb and gutter along both sides of the street.

An anticipated schedule for the project is outlined below:

~~July 8th: Authorize Request for Quotes~~
~~July 10th: Solicit Quote Requests to Contractors~~
~~August 2nd: Quote Results due~~
 August 12th: Present Quotes to Council for Consideration
 End of August: Begin construction
 October 31st: Complete construction

Based on the received quotes, it is recommended that the Base Bid be awarded without awarding Alternate 1. This allows for the reclamation of Emerson Avenue in lieu of milling and overlaying it.

Staff requests that City Council review the received quotes and determine whether to award the project to Mid Minnesota Hot Mix in the amount of \$130,675.00.



Please feel free to contact me if there are any questions.

A handwritten signature in black ink, appearing to read 'Shawn Louwagie', with a stylized flourish at the end.

Shawn Louwagie, P.E.
763.479.4724

Encl: Emerson Avenue Quote Results



Responsive partner.
Exceptional outcomes.

Project Name: Emerson Avenue Improvements
Owner: City of Montrose
Project No.: 7320-0003
Quotes Due: Friday, August 2nd at 4:00pm



BID TABULATION				Bidder No. 1 Mid MN Hot Mix		Bidder No. 2 Meyer Contracting, Inc	
Item No.	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID: EMERSON AVENUE RECLAIM							
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
2	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
3	REMOVE CONCRETE CURB & GUTTER	LF	40	\$10.00	\$400.00	\$35.59	\$1,423.60
4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	180	\$3.00	\$540.00	\$1.80	\$324.00
5	COMMON BORROW (CV)	CY	360	\$21.00	\$7,560.00	\$71.89	\$25,880.40
6	SUITABLE BORROW MATERIAL IMPORT (CV)	CY	210	\$29.50	\$6,195.00	\$84.18	\$17,677.80
7	SALVAGE AND RESPREAD 6-INCHES OF TOPSOIL (P)	CY	250	\$40.00	\$10,000.00	\$48.59	\$12,147.50
8	SUBGRADE PREPARATION	SY	585	\$5.00	\$2,925.00	\$6.25	\$3,656.25
9	AGGREGATE BASE CLASS 5, 100% CRUSHED	TN	200	\$40.00	\$8,000.00	\$52.89	\$10,578.00
10	BITUMINOUS PAVEMENT RECLAMATION	SY	1460	\$4.50	\$6,570.00	\$4.15	\$6,059.00
11	GRADE AND PLACE FULL DEPTH RECLAMATION (CV)	CY	15	\$35.00	\$525.00	\$96.00	\$1,440.00
12	BITUMINOUS MATERIAL FOR TACK COAT	GAL	100	\$3.00	\$300.00	\$15.00	\$1,500.00
13	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (SPWEA340C)	TN	170	\$107.00	\$18,190.00	\$150.00	\$25,500.00
14	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C) (SPNWB330C)	TN	230	\$97.00	\$22,310.00	\$125.00	\$28,750.00
15	STREET SWEEPER (WITH PICKUP BROOM)	HR	8	\$160.00	\$1,280.00	\$150.00	\$1,200.00
16	HYDRANT EXTENSION/ADJUSTMENT	EA	1	\$850.00	\$850.00	\$4,274.02	\$4,274.02
17	ADJUST EXISTING VALVE BOX	EA	1	\$200.00	\$200.00	\$872.46	\$872.46
18	RANDOM RIPRAP CLASS II	TN	19	\$165.00	\$3,135.00	\$222.96	\$4,236.24
19	CONCRETE CURB & GUTTER DESIGN B418	LF	1180	\$20.00	\$23,600.00	\$39.04	\$46,067.20
20	CONCRETE PEDESTRIAN CURB RAMP W/ TRUNCATED DOMES	EA	2	\$1,800.00	\$3,600.00	\$2,744.49	\$5,488.98
21	SEDIMENT CONTROL LOG TYPE STRAW - MAINTAINED	LF	570	\$3.00	\$1,710.00	\$3.50	\$1,995.00
22	SILT FENCE, TYPE MS - MAINTAINED	LF	580	\$2.75	\$1,595.00	\$2.50	\$1,450.00
23	EROSION CONTROL BLANKET CATEGORY 3N, STRAW 2S	SY	960	\$1.50	\$1,440.00	\$1.50	\$1,440.00
24	SITE RESTORATION	SY	1500	\$2.50	\$3,750.00	\$6.76	\$10,140.00
TOTAL BASE BID:					\$130,675.00		\$242,100.45
ALTERNATE 1: MILL AND OVERLAY							
1	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	980	\$3.00	\$2,940.00	\$1.85	\$1,813.00
2	REMOVE BITUMINOUS PAVEMENT	SY	350	\$5.00	\$1,750.00	\$15.06	\$5,271.00
3	BITUMINOUS PAVEMENT RECLAMATION	SY	-1460	\$4.50	(\$6,570.00)	\$2.90	(\$4,234.00)
4	MILL BITUMINOUS PAVEMENT (1.0")	SY	770	\$10.50	\$8,085.00	\$6.72	\$5,174.40
5	AGGREGATE BASE CLASS 5, 100% CRUSHED	TN	-20	\$40.00	-\$800.00	\$9.30	(\$186.00)
6	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (SPWEA340C)	TN	75	\$107.00	\$8,025.00	\$250.00	\$18,750.00
7	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C) (SPNWB330C)	TN	-155	\$97.00	(\$15,035.00)	\$75.00	(\$11,625.00)
TOTAL ALTERNATE 1:					(\$1,605.00)		\$14,963.40
TOTAL BASE BID:					\$130,675.00		\$242,100.45
TOTAL ALTERNATE 1:					(\$1,605.00)		\$14,963.40
TOTAL BID CONSIDERING ALTERNATE 1					\$129,070.00		\$257,063.85
Contractor Name:				Mid MN Hot Mix		Meyer Contracting, Inc	
Contractor Address:				12128 Hwy 55 Annandale, MN 55302		11000 93rd Ave N Maple Grove, MN 55369	
Phone:				320-274-3037		763-391-5959	
Signed By:				Jon Ferrell		Verlyn Schoep	
Title:				Vice President		President/COO	

**CITY OF MONTROSE
WRIGHT COUNTY, MINNESOTA**

RESOLUTION NO. 2019-19

**RESOLUTION APPROVING THE PURCHASE
OF REAL PROPERTY AND DISPENSING WITH STATUTORY
REQUIREMENTS FOR REVIEW BY PLANNING COMMISSION**

WHEREAS, the City of Montrose is proposing to acquire certain property in the City legally described as:

The South 81 feet of Lot 5 and the East 32 feet of the North 150 feet of Lot 5 and the East 100 feet of Lot 6 except the South 100 feet thereof; and the West 31 feet of Lot 9, all of Block "E" of Haven and Wrights Addition to Montrose, according to plat of record.

("Property");

WHEREAS, Minn. Stat. § 462.356, subd. 2 requires that the Planning Commission review the acquisition of any publicly owned interest in real property within the City, and;

WHEREAS, Minn. Stat. § 462.356, subd. 2 provides for an exception from the Planning Commission review requirement upon 2/3 vote of the governing body dispensing with the requirement and finding that the acquisition of the property has no relationship to the comprehensive municipal plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montrose that:

1. The acquisition of the Property has no relationship to the comprehensive municipal plan.
2. Review by the Planning Commission of the acquisition of the Property is hereby dispensed with, the acquisition of the Property is hereby approved, and staff are authorized and directed to execute all documents, and take all appropriate measures to acquire the Property consistent with the attached Purchase Agreement.

PASSED AND ADOPTED by a two-thirds vote of the City Council of the City of Montrose, Minnesota this 12th day of August, 2019.

By: _____
Michelle Otto, Mayor

ATTEST:

Deborah R. Boelter, Clerk-Treasurer

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is effective as of the ____ day of _____, 2019, by and between the **CITY OF MONTROSE**, a Minnesota municipal corporation, with a mailing address at P.O. Box 25, Montrose, MN 55363 ("Purchaser"), and **RAYMOND DEAN HOUSER**, a single person, with a mailing address at P.O. Box 494, Watertown, Minnesota 55388 ("Seller").

RECITALS:

- A. Seller is the owner in fee simple of the property located at 230 3rd Street South in the City of Montrose, County of Wright, State of Minnesota and legally described on the attached **Exhibit A**, including existing buildings, together with all other existing improvements located thereon, all appurtenant rights, easements, mineral rights, and all right, title and interest of Seller in and to all streets, alleys, strips, and rights-of-way over or abutting said land, for which Seller has an interest (the "Property");
- B. The parties agree that Property is not being acquired by Purchaser under threat of condemnation.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **OFFER/ACCEPTANCE.** Subject to compliance with the terms, covenants and conditions of this Purchase Agreement, Seller shall convey the Property to the Purchaser.
2. **PRICE AND TERMS.** The price for the Property included under this Purchase Agreement is Sixty Thousand and No/100 Dollars (\$60,000.00) ("Purchase Price"), which Purchaser shall pay to Seller in cash or by wire transfer of U.S. Federal Funds at Closing.
3. **DEED/MARKETABLE TITLE.** Upon performance by Purchaser, Seller shall execute and deliver a **Warranty Deed**, conveying good and marketable title of record, subject to:
 - A. Reservations of minerals or mineral rights by the State of Minnesota, if any;
 - B. Building and zoning laws, ordinances, state and federal regulations; and
 - C. Any other matters consented to by Purchaser in writing or not timely objected to by Purchaser.
4. **RELOCATION BENEFITS.** Sellers are aware of Sellers' rights and payments that Sellers may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Sellers acknowledge that Sellers have been given the opportunity to seek and receive the advice

of legal counsel with respect to relocation, moving, reestablishment and other costs, if any, that may be available under the Act.

Sellers hereby acknowledge that the payment of the Purchase Price does not include a payment for Relocation Benefits. At Closing, and as a condition precedent to Closing, Sellers will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Sellers acknowledge that Sellers will make such a waiver of Sellers' own volition and with full knowledge of the specific relocation benefits to which Sellers may be entitled.

Sellers and Purchaser agree that this is a voluntary sale by Sellers. Purchaser represents that Purchaser would not acquire the Property in the event that negotiations between Sellers and Purchaser had failed to result in an amicable agreement. If the transaction set forth by this Agreement is not completed, Purchaser has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Sellers are free to retain ownership of the Property or to sell the Property on the private market.

As Purchaser and Sellers agree that this is a voluntary sale, state and federal law permit the Purchaser to request a waiver of relocation benefits from Seller, as provided under Minnesota Statute Section 117.521. Prior to and as a condition of Closing, Sellers will be required to sign a relocation waiver, the form of which is substantially the same as shown on the attached **Exhibit B** and the final form will be subject to the approval of Purchaser ("Relocation Waiver"). If Sellers do not waive relocation benefits, this Agreement will be terminated and Sellers will be free to retain ownership of the Property or sell on the private market.

5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Purchaser not later than the Date of Closing.
- B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be paid by Purchaser. Purchaser shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable by Purchaser in the year of Closing. Purchaser shall assume all other taxes and installments not paid at Closing.
- C. Deferred Real Estate Taxes. Purchaser shall pay on Date of Closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111) payment of which is required as a result of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.
- D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Purchaser at Closing.

- E. All Other Levied Special Assessments. Purchaser shall pay on the Date of Closing all other special assessments levied as of the date of this Purchase Agreement.

6. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that, to its actual knowledge, buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that, to its actual knowledge, there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that, to its actual knowledge, there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive for a period of ninety (90) days from the delivery of the Deed.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property in order to make, at Purchaser's expense, surveys, measurements, soil tests and other tests that Purchaser may deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary. Purchaser shall further have the right to inspect the condition of all appliances i.e. stove, microwave, refrigerator, lights, dishwasher, washing machine and dryer, etc. ("Appliances") as well as the HVAC system, to determine if they are in a condition satisfactory to Purchaser.

8. POSSESSION. Seller shall deliver possession of the Property not later than the Closing Date.

9. TITLE INSURANCE. Within thirty (30) days of the date of this Agreement, Purchaser shall be responsible for obtaining title evidence and reviewing title to the Property. Purchaser shall be allowed thirty (30) days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

10. TITLE CORRECTIONS AND REMEDIES. Seller shall have 120 days from receipt of Purchaser's written title objections to make title marketable. Upon receipt of Purchaser's title objections, Seller shall, within ten (10) business days, notify Purchaser of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Purchaser, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser (at Purchaser's option) shall have the right to: (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) accept title to the Property subject to the objections Seller has elected not to cure, without reduction in the amount of the

Purchase Price, in which case such objections to title will be deemed to have become Permitted Exceptions.

11. LIEN FOR MEDICAL ASSISTANCE. Sellers indicate that the Property IS NOT subject to a lien for Medical Assistance or other public assistance.

12. WELL DISCLOSURE. *[Check one of the following:]*

- ☒ Seller certifies that Seller does not know of any wells on the Property.
☐ Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

13. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.
[Check one of the following:]

- ☒ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
☐ Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

14. PROTECTED HISTORICAL SITES. *[Select either one of the following:]*

- ☐ Seller represents that Seller does not know if there are historical, native American, or archeological materials on or in the Property that might be protected by law.
☒ To Seller's knowledge, the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

15. LEAD PAINT DISCLOSURE. *[Check one of the following]*

- ☐ Seller represents that the dwelling was constructed on the real property in 1978 or later.
☒ Seller represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Purchase Agreement is "LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978".)

16. METHAMPHETAMINE DISCLOSURE STATEMENT.
[Check one of the following:]

- ☒ To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.
☐ To the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller make the following disclosure:

A county or local health department or sheriff *[strike one]* has / has not ordered that the Property or some portion of the Property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

If such order or orders have been issued complete the following statement:

The above orders issued against the Property *[strike one]* have / have not been vacated.

If such order has not been issued, state the status of removal and remediation on the Property: *[Use additional sheets, if necessary.] None.*

17. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller, as part of the consideration therefore, represents warrants, and covenants with Purchaser and its successors and assigns that to the best of Seller's actual knowledge and without any investigation or inquiry, as follows:

- A. Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Exceptions. Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property.
- B. To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C. As of the Date of Closing there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.
- D. Except as provided herein, Seller shall indemnify and defend Purchaser and otherwise hold Purchaser harmless of, from and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Seller's actions.
- E. Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- F. To Seller's actual knowledge, there is no action, litigation, investigation, or other proceedings of any kind, other than condemnation, pending or threatened against Seller with respect to the Property.
- G. To Seller's actual knowledge, (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. §6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds or pesticides ("Hazardous Materials") have been generated, treated, stored, released or disposed of or otherwise placed, deposited in or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Purchaser harmless from any and all

claims, causes of action, damages, losses, or costs (including reasonable lawyer's fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Property which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession. These warranties and indemnifications shall survive the delivery of the Warranty Deed.

The covenants, representations, and warranties contained in this Section shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Purchase Agreement or the delivery of the Warranty Deed. All of Seller's covenants, representations and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Seller indemnifies Purchaser from any breaches of the covenants, warranties and representations set forth in this Section.

18. CLOSING. The closing (the "Closing") of the purchase and sale contemplated by this Agreement shall occur at a location designated by Purchaser, and shall occur on or before December 31, 2019 ("Closing Date"). At closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

19. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to Purchaser the following:

- (1) **Warranty Deed.** A Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."
- (2) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.
- (3) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued there under, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

- (4) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Certification.** A certification that the representations and/or warranties made by Seller is materially the same as were in existence on the date of this Agreement or noting any changes thereto; and
- (7) **Relocation Waiver.** A fully executed copy of the Relocation Waiver.
- (8) **Other Documents.** All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall execute and/or deliver to Seller the following:

- (1) **Payment.** Payment of the Purchase Price.
- (2) **Other Documents.** All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

20. CLOSING COSTS. The costs relating to the closing of this transaction shall be paid as follows:

A. Purchaser shall pay:

- (1) Recording fee for the Warranty Deed;
- (2) The state deed tax;
- (3) Conservation fee attributable to the Warranty Deed;
- (4) The closing fees charged by the Title Company;
- (5) All costs of obtaining a title insurance commitment;
- (6) Taxes; and
- (7) All costs of the title commitment and premium for owner's title insurance.

21. ADDITIONAL TERMS.

A. **Purchaser's Contingencies.** Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following ("Purchaser's Contingencies"):

- (1) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Purchaser at Closing a certificate dated the Closing Date,

signed by Seller, certifying that such representations and warranties are true as of the Closing Date.

(2) Purchaser determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent. By executing this Agreement, Seller hereby authorizes Purchaser to enter upon the Property at reasonable times to conduct the investigations and/or tests described herein. Purchaser shall be solely responsible for all environmental tests and shall hold Seller harmless from any such costs and shall indemnify Seller for breach of this provision including reasonable attorneys' fees.

(3) Purchaser determining that it is satisfied with the title to the Property.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then Purchaser may, at Purchaser's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller.

22. NOTICES. All notices required herein shall be in writing and considered to have been duly given if sent by first class certified mail to the address as set forth above, or to such other address as such party may hereafter designate by written notice to the other party. Notices given by certified mail shall be effective two (2) business days after their postmark.

23. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

24. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

25. SIGNATURES BY COUNTERPART; FACSIMILE OR ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts. Signatures may be transmitted via facsimile or in "PDF" format via e-mail.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be duly executed as of the date first written above.

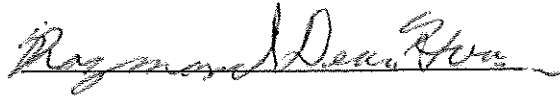
PURCHASER:

CITY OF MONTROSE

By: _____
Michelle Otto, Mayor

Attest: _____
Deb Boelter, Clerk-Treasurer

SELLER:
RAYMOND DEAN HOUSER

A handwritten signature in black ink, appearing to read "Raymond Dean Houser", written over a horizontal line.

**EXHIBIT A
TO
PURCHASE AGREEMENT**

Legal Description of Property:

The South 81 feet of Lot 5 and the East 32 feet of the North 150 feet of Lot 5 and the East 100 feet of Lot 6 except the South 100 feet thereof; and the West 31 feet of Lot 9, all of Block "E" of Haven and Wrights Addition to Montrose, according to plat of record.

**EXHIBIT B
TO
PURCHASE AGREEMENT**

Agreement Regarding Release, Payment and Assignment of Relocation Benefits

THIS AGREEMENT REGARDING RELEASE, PAYMENT AND ASSIGNMENT OF RELOCATION BENEFITS (this "Agreement") is made as of the ____ day of _____, 2019, by and between the **CITY OF MONTROSE**, a Minnesota municipal corporation ("Purchaser"), and **RAYMOND DEAN HOUSER**, a single person ("Seller").

RECITALS:

Seller and Purchaser entered into a purchase agreement (the "Purchase Agreement") dated as of _____, 2019, related to property located at 230 3rd Street South, Montrose, Minnesota.

Seller has been advised of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"), including payments for Minimum Compensation under Minn. Stat. 117.87 for the Property as legally described in the Purchase Agreement.

Seller acknowledges that Seller is entitled to seek the advice of legal counsel and be specifically advised as to relocation, moving, reestablishment, and other costs that may be available to the Seller under the Act.

Seller and Purchaser desire to enter into this Agreement to confirm their understanding of the Seller's release, sale and assignment of any claim for any relocation benefits and/or other relocation costs due or payable to Seller, whether pursuant to the Act or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective as of the date hereof, Sellers hereby acknowledge that the sale of the Property is a voluntary sale and not under threat of condemnation and the payment of the Purchase Price does not include payment for Relocation Benefits and Minimum Compensation Benefits and hereby release Purchaser from any liability for payment of additional relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property.
2. Effective as of the date hereof, Seller hereby sells, transfers and assigns to Purchaser any benefits, payments, claims, or other rights due or payable to Seller pursuant to the Act (or other federal or state law provisions) with respect to the Property legally described in the Purchase Agreement.
3. Seller acknowledges that Seller has freely released such rights of Seller's own volition.

4. Seller acknowledges that Seller has released such rights with knowledge of the specific relocation benefits to which Seller may be entitled.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

6. This Agreement shall be null and void if the Purchase Agreement shall terminate or if Closing under the Purchase Agreement shall fail to occur for any reason.

IN WITNESS WHEREOF, this Release, Payment and Assignment of Relocation Benefits Agreement has been executed by the parties hereto as of the day and year first above written.

SELLER:

RAYMOND DEAN HOUSER



PURCHASER:

CITY OF MONTROSE

By: _____
Michelle Otto, Mayor

Attest: _____
Deb Boelter, Clerk-Treasurer

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered on this 12th day of August, 2019, by and between the COUNTY OF WRIGHT and the WRIGHT COUNTY SHERIFF, hereinafter referred to as "County" and the CITY OF MONTROSE hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Municipality is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of said municipality through the County Sheriff; and

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

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

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

1. That the County by way of the Sheriff agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type of coming within the jurisdiction of the Wright County Sheriff pursuant to Minnesota Laws and Statutes.
 - b. Except as otherwise hereinafter provided for, the standard level of service provided shall be the same basic level of service which is provided for the unincorporated areas of the County of Wright, State of Minnesota.

- c. The rendition of services, the standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.
- d. Services purchased pursuant to this contract shall include enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority; i.e., the State Electrical Code, the Uniform Building Code, etc., shall be excluded from this agreement. Ordinances pertaining exclusively to purely local city management matters; i.e., sewer and water collection, etc., shall be excluded from this agreement. The Municipality shall be responsible for enforcement of the Municipal Zoning Code except that the Sheriff will enforce the nuisance ordinances conforming to State law; i.e., junk cars, etc. and traffic ordinances; i.e., parking and erratic driving.

2. That it is agreed that the Sheriff shall have full cooperation and assistance from the Municipality, its officers, agents and employees so as to facilitate the performance of this agreement. In order to facilitate a local presence of Sheriff's Deputies, the Municipality shall, if requested by the Sheriff, provide a secure office for the Sheriff's Deputies having adequate space for two desks with chairs, limited public visibility, a local telephone line and an internet connection. The Municipality shall allow a sign indicating the location of its Sheriff's substation with appropriate telephone numbers to be displayed on the exterior of the building.

3. That the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain the level of service to be rendered herein.

4. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County.

5. The Municipality shall not be liable for compensation or indemnity to any of the Sheriff's employees for injuries or sickness arising out of its employment, and the County hereby agrees to hold harmless the Municipality against any such claims.

6. The County, Sheriff, his officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or any officer, agent, or employee thereof.

7. This agreement shall be effective from January 1, 2020, to December 31, 2021.

8. The Municipality agrees to pay to the County the sum of \$78.25 per hour for law enforcement protection during the calendar year 2020 and \$81.75 per hour during the calendar year 2021. If salaries of Deputy Sheriffs are increased at any time during the term of this contract, the hourly rate of this contract shall not be increased.

9. This contract shall be extended automatically for successive one-year periods at a rate to be established by the County, unless the County or Municipality shall notify the other of termination, in writing, prior to August 15 of each year.

10. The number of hours of service to be provided pursuant to this contract are as follows: 3,650 hours annually or 3,660 hours annually in a leap year and shall provide 24-hour call and general service. The Municipality shall notify the County in writing prior to August 15 regarding any change in the number of hours for the subsequent year.

11. The County shall provide for all costs and prosecution efforts with the respect to violations charged by the Sheriff in the performance of this agreement. All fines arising from such prosecutions shall accrue to the County. Violations of municipal ordinances excluded from enforcement by this agreement shall be prosecuted by the Municipality at its expense. All fines arising from the city prosecutions shall accrue to the Municipality unless otherwise provided by law.

12. Pursuant to law, the County Auditor/Treasurer shall remit to the Municipality its share of all fines collected. The Municipality shall return to the County within 30 days all fine money attributable to prosecutions initiated by the Sheriff in accord with Paragraph 11 of this contract. The Municipality shall keep and retain any fine money submitted by the Auditor/Treasurer attributable to prosecutions initiated by the Municipality.

13. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the Municipal Council, the Mayor or other person or persons shall be appointed by said Council to act as police commissioner(s) for said Municipality and shall make periodic contacts with and attend meetings with the Sheriff or his office in relation to the contract herein.

14. The County shall save, hold harmless and defend the City from any and all claims arising from the acts or omissions, including intentional acts and negligence, committed by employees or agents of the County or Sheriff while in the performance of duties in furtherance of this contract.

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

CITY OF MONTROSE

Dated: _____

Mayor

ATTEST: _____

Clerk

WRIGHT COUNTY

Dated: _____

Darek Vetsch, Wright County Board Chair

ATTEST: _____

Lee Kelly, County Administrator

Dated: _____

Sean Deringer, Wright County Sheriff

Approved as to form and execution:

Tom Kelly, Wright County Attorney