

*** * AMENDED AGENDA * ***



CITY COUNCIL AGENDA– REGULAR MEETING Monday, July 8, 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. Ms. Therese Marszalek, MA Divinity – Buffalo Covenant Church

4. INTRODUCTION OF ADMINISTRATIVE ASSISTANT

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

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF AGENDA

7. APPROVAL OF CONSENT AGENDA

A. Minutes

1. June 10, 2019 Regular City Council Meeting – prepared by D. Boelter
2. June 19, 2019 Montrose Streetscape Committee Meeting – prepared by D. Boelter
3. June 24, 2019 Joint City Council and Park and Recreation Commission Workshop – prepared by D. Boelter

B. Accounts Payable

1. City, July 8, 2019 – prepared by W. Manson
2. Fire Department, July 8, 2019 – prepared by W. Manson

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

D. Approve One To Four Day Temporary On-Sale Liquor License – Montrose Days Celebration – August 16, 2019 through August 18, 2019

E. Reschedule September 18, 2019 Montrose Streetscape Committee Meeting

1. Reschedule 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. Change 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

8. OPEN FORUM

9. WRIGHT COUNTY SHERIFF'S OFFICE

A. June, 2019 Monthly Report - *Attached*

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

A. City Council

1. Monthly Activity Report

B. Montrose Fire Department

1. June, 2019 Activity Report
2. Resignation of Mr. John Wick – Effective June 30, 2019
 - a) Mr. Wick was a member of the Montrose Fire Department for seven (7) months and eleven (11) days.

C. Park and Recreation Commission

1. June 24, 2019 Joint City Council and Park and Recreation Commission Workshop Minutes – *A copy of minutes can be found in the Consent Agenda, A. Minutes, item 3.*

D. Planning and Zoning Commission

1. June 19, 2019 Planning and Zoning Commission Meeting Minutes
2. Ordinance 2019-07 *An Ordinance Amending Chapter 1031: Alternative Energy Systems to Establish Additional Standards for Solar Farms Within the City.*
 - a) Consider Amendment to Chapter 1031: Alternative Energy Systems

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. Montrose Wastewater Treatment Plant – Sludge Removal Options
4. Resolution No. 2019-14 *A Resolution Approving the Minnesota Department of Transportation Agreement No. 1032034 for the Trunk Highway 25 Improvement Project*

F. City Attorney

1. Trunk Highway 25 (TH 25) Improvement Project – Update on Court Case
2. Annexation – Hertzog Parcel
3. Annexation – Eppler Well Property
4. 121 Hill Street – Consider Code Enforcement Options

11. OLD BUSINESS

12. 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

15. ADJOURNMENT

City of Montrose
 Regular City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, June 10, 2019
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, June 10, 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 Lloyd Johnson
 Council Member Ben Kuehl
 Council Member Tom Marszalek
 Council Member Kirby Moynagh

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

3. INVOCATION

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

Ms. Therese Marszalek administered the Invocation.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was taken.

5. APPROVAL OF THE AGENDA

A. Approval of the Agenda

Mayor Otto moved item A. Discussion Regarding Emergency Management from **11. NEW BUSINESS** to **9. REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS AND COMMITTEES**, B. Montrose Fire Department, item 2. Discussion Regarding Emergency Management.

Council Member Johnson added item 2. Lloyd Johnson under **9. REPORTS AND RECOMMENDATIONS OF CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS AND COMMITTEES**, D. Planning and Zoning Commission.

Council Member Marszalek motioned to approve the June 10, 2019 Regular City Council Meeting Agenda with the aforementioned amendments to the Agenda. Council Member Kuehl seconded the motion. Motion carried 5-0.

6. APPROVAL OF THE CONSENT AGENDA

A. Minutes

1. Accepted the minutes of the May 13, 2019 Regular City Council Meeting.
2. Accepted the minutes of the May 21, 2019 Special City Council Meeting.
3. Accepted the minutes of the June 3, 2019 Special City Council Meeting.

B. Accounts Payable

1. Approved the June 10 2019 Accounts Payable for the City of Montrose.
2. Approved the June 10, 2019 Accounts Payable for the Montrose Fire Department.

C. Approved the Monthly Utility Adjustments, May, 2019.

D. Schedule a Joint City Council and Park and Recreation Commission Workshop – June 24, 2019

1. Scheduled a Joint City Council and Park and Recreation Commission Workshop for Monday, June 24, 2019 at 3:30 p.m. to be held in the Montrose City Hall Conference Room.

E. Reschedule July 22, 2019 City Council Workshop

1. Rescheduled the Monday, July 22, 2019 City Council Workshop to Monday, July 29, 2019 at 3:30 p.m. to be held in the Montrose City Hall Conference Room.

F. Reschedule the July 17, 2019 Planning and Zoning Commission Meeting

1. Rescheduled the Wednesday, July 17, 2019 Planning and Zoning Commission Meeting to Wednesday, July 10, 2019 at 7:00 p.m. in the Montrose Community Center.

G. Resolution No. 2019-13 – Amending the Mayoral Appointments

1. Adopted Resolution No. 2019-13 *A Resolution amending the Mayoral Appointments for the Year 2019.*

Council Member Kuehl motioned to approve the Consent Agenda as presented. Council Member Moynagh seconded the motion. Motion carried 5-0.

7. OPEN FORUM

A. Delano City Council Member – Mr. Jason Franzen

Mr. Franzen addressed the Montrose City Council to discuss the following:

1. An update on the new businesses constructing facilities in the City of Delano's Northwest Business Park.
2. The bond purchase for the proposed Wright County Government Center. Mr. Franzen invited the general public to attend the Tuesday, June 11, 2019 Wright County Board of Commissioners' Meeting at 9:00 a.m. He continued by stating that the Commissioners will be discussing the bond purchase for the proposed Wright County Government Center.

8. WRIGHT COUNTY SHERIFF'S OFFICE

A. May, 2019 Monthly Report

Mr. Kevin Triplett referred to the April, 2019 *Wright County Sheriff's Office Report* found in the City Council Packet.

Mr. Triplett introduced Deputy Connor Gerads. Deputy Gerads will be patrolling the City of Montrose from 6:00 p.m. to 2:00 a.m. on his designated days.

9. 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. May, 2019 Activity Report

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

Mr. Triplett continued by acknowledging the Delano Fire Department for covering the City of Montrose while the Montrose Fire Department's Firefighters took a night off.

Mr. Triplett acknowledged the Department's Firefighters that have completed their various levels of required Firefighter training.

2. Discussion on Emergency Management

Mr. Triplett distributed an *Emergency Management Memo* detailing the Federal Emergency Management Agency's (FEMA) training that City staff, Fire Department Personnel and the City Council are required to complete. They include:

- a) IS 100 – Introduction to the Incident Command System
- b) IS 200 – Basic Incident Command System for initial Response.
- c) IS 700 – An introduction to the National Incident Management System (NIMS).

Council Member Marszalek asked Mr. Triplett if he should be the Emergency Management Coordinator: because, in the event of an emergency, his time would be dedicated to the Fire Department.

Mr. Triplett stated that in the event of a large-scale emergency, management of emergency efforts would begin with him. As time goes on, job duties would be assigned to certain individuals. He continued by stating that the FEMA training would help the City Council and City staff prepare for their roles in the management of the emergency efforts.

Mr. Triplett directed everyone to print two (2) copies of their certificates showing that they completed the individual tests for each of the aforementioned FEMA trainings. One (1) certificate would go to Ms. Wendy Manson, Deputy Clerk and one (1) to Mr. Triplett.

Mr. Triplett stated that he plans to have an *Emergency Management* discussion at the July 29, 2019 City Council Workshop.

C. Park and Recreation Commission

1. June 5, 2019 Park and Recreation Commission Meeting Minutes

Mayor Otto gave an overview of the items discussed at the June 5, 2019 Park and Recreation Commission Meeting.

Mayor Otto shared the safety and property damage concerns that Mr. Jeremy Bredeck, 111 Center Avenue North, has regarding fly balls from Carver Field entering his property. Mr. Bredeck was in attendance at the City Council Meeting to discuss the issue with the City Council.

2. July, 2019 Park and Recreation Commission Meeting

Ms. Boelter stated that the July, 2019 Park and Recreation Commission Meeting has been scheduled for Wednesday, July 10, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room.

D. Planning and Zoning Commission

1. May 8, 2019 Planning and Zoning Commission Meeting Minutes

Ms. Boelter gave an overview of the items discussed at the May 8, 2019 Planning and Zoning Commission Meeting.

2. Council Member Lloyd Johnson

Council Member Johnson stated that he would like to reinstate Ms. Catherine Neiberger on the Planning and Zoning Commission.

Mayor Otto asked City staff if Ms. Neiberger has submitted an application to be on the Planning and Zoning Commission. Ms. Boelter stated no.

Mayor Otto directed Council Member Johnson to contact Ms. Neiberger and have her complete an application to be on the Planning and Zoning Commission.

E. Public Works Department

1. Veteran's Park Tennis Court/Pickle Ball Quotes

Public Works Department Director, Mr. Wayne McCormick, presented one (1) quote to resurface the Veteran's Park Tennis Court and mark for a future Pickle Ball Court.

Mr. McCormick continued by stating that he did not receive a response back from the other company that he contacted to resurface the Tennis Court and mark for a future Pickle Ball Court. He made several attempts to contact them for a quote and they did not provide him with the information by the deadline that he requested.

Mayor Otto motioned to accept the quote from *The Tennis Court Doctor* in the amount of \$ 9, 272.00 and directed staff to have the Veteran's Park Tennis Court and mark for a future Pickle Ball Court. Council Member Johnson seconded the motion. Motion carried 5-0.

2. Discussion of Water Shut-Off Notification

Mr. McCormick stated that Ms. Jessica Bonniwell, Utility Billing Clerk, spent over eight (8) hours in the course of two (2) days contacting over fifty (50) residents to inform them that they need to pay for their past due utility bill to avoid having their water shut-off. He continued by stating that City staff has discussed this process and would like to replace the telephone calls and/or electronic mail (email) to residents with the practice of posting a *Disconnect Notice* on the door of the house or building located on their property.

Ms. Manson gave a brief overview of the utility billing schedule.

Ms. Boelter presented a DRAFT copy of the *Disconnect Notice*. She stated that the City Council should make a motion to approve the implementation of the *Disconnect Notice*; because, there are two (2) new items that will be changed that should be approved by the City Council. They include:

- a) There will be a \$25.00 Posting Fee to cover the cost to prepare the *Disconnect Notice* and for the Public Works Department employees time and fuel to post the *Notice*.
- b) The past due balance and additional "*fees must be paid by 1:00 p.m. for water to be reconnected on that business day.*" The 1:00 p.m. deadline will avoid having to pay the Public Works Department employees overtime wages to turn the water back on at the end of the day.

Ms. Boelter stated that Ms. Bonniwell will contact the residents with past due balances by telephone calls and email in the month of July, 2019 and will inform them at that time that the City will no longer be contacting them this way. Ms. Bonniwell will also put information on the City's Website and in the Newsletter detailing the new process for water shut-off notification.

Council Member Marszalek motioned to approve the implementation of the *Disconnect Notice* process with the two (2) additional changes as presented. Council Member Kuehl seconded the motion. Motion carried 5-0.

3. Carver Field Concession Stand Refrigerator

Council Member Kuehl asked Mr. McCormick if he did purchase an energy efficient refrigerator for the Carver Field Concession Stand.

Mr. McCormick stated that a refrigerator has been purchased.

Council Member Kuehl asked when it would be placed in the Concession Stand. Mr. McCormick stated that they are waiting for Mayor Otto to remove her equipment. He continued by stating that the refrigerator is being stored on a Public Works Department truck and they do not want to move it twice to avoid damage. Once Mayor Otto's equipment is removed from the Concession Stand, the Public Works Department will install the new refrigerator.

4. Trunk Highway 25 Improvement Project

Council Member Marszalek asked Mr. McCormick about the status the Trunk Highway 25 (TH 25).

Ms. Boelter gave an update on the status of the TH 25 Project.

Council Member Marszalek asked Council Member Johnson why he has not settled for the purchase of his property for the TH 25 Trail. Council Member Marszalek continued by stating that Council Member Johnson often states at City Council Meetings that he is concerned about using the taxpayer's money wisely and he is concerned about the added expense in legal fees, appraiser fees, court fees and engineering fees that the City is incurring due to Council Member Johnson not settling for the fair market price that he has been offered for his land for the TH 25 Trail.

Council Member Johnson stated that his attorney has advised him not to comment on the TH 25 Trail reimbursement.

F. City Clerk-Treasurer

1. Discussion Regarding Hiring of Part-Time Administrative Assistant

Ms. Boelter stated that at the February 11, 2019 Regular City Council Meeting, City staff presented a proposal to the City Council to hire a part-time Administrative Assistant to work under the direction of the City Clerk-Treasurer.

She continued by stating that at the same meeting, the City Council directed staff to move forward with the process to hire a part-time Administrative Assistant.

The position was advertised on the League of Minnesota Cities' Job Site, the Municipal Clerk and Finance Officers Association of Minnesota's Website, the Wright County Journal Press newspaper and the Delano Herald Journal newspaper.

The City received seven (7) applications. The City staff scored the seven (7) applications and made the determination to interview two (2) candidates.

Ms. Boelter stated that interviews were held on Wednesday, May 29, 2019. The Interview Committee consisted of:

- ✓ Ms. Deb Boelter, City Clerk-Treasurer
- ✓ Ms. Wendy Manson, Deputy Clerk
- ✓ Ms. Jessica Bonniwell, Utility Billing Clerk
- ✓ Mr. Dan Remer, Water and Wastewater Operator

Both candidates were qualified for the position and after discussions among the Interview Committee, it was decided to ask the City Council for approval to offer the Administrative Assistant job to Ms. Heidi Dahlin.

Ms. Boelter stated that the Administrative Assistant position was advertised with a salary range of \$14.00 per hour to \$16.00 per hour.

City staff would like to start Ms. Dahlin at \$16.00 per hour. She is currently working the same job duties and responsibilities for the City of St. Michael and is being paid \$18.80 per hour. Ms. Dahlin has two (2) years of experience with the City of St. Michael and will require minimal training with the City of Montrose.

Ms. Boelter stated that the City of Montrose does have funding available in the General Fund Budget to pay for Ms. Dahlin's wages. Sixty percent (60%) of her wages will be paid from the General Office line item and forty percent (40%) will be paid from the Planning and Zoning line item.

Ms. Boelter continued by stating that the City Clerk-Treasurer will do a six (6) month Performance Review in December, 2019 and upon successful completion of the Performance Review, Ms. Dahlin would receive the same two percent (2%) merit increase and two percent (2%) cost-of-living increase that the other City employees receive on January 1, 2020. The increase would bring Ms. Dahlin to \$16.64 per hour. Ms. Dahlin would then receive the same increases on January 1st of each year.

Council Member Marszalek motioned to hire Ms. Heidi Dahlin for the part-time Administrative Assistant with the City of Montrose at a starting wage of \$16.00 per hour. Council Member Moynagh seconded the motion. Motion carried 5-0.

2. City Hall Hours of Operation – July 4 and 5, 2019

Ms. Boelter reminded the general public that the City Hall Offices will be closed on Thursday, July 4th and Friday, July 5th, 2019 in observance of the July 4th Holiday.

10. NO OLD BUSINESS.

11. NEW BUSINESS

~~A. Discussion Regarding Emergency Management~~

B. Discussion Regarding the Community Center Side Doors

Ms. Manson stated that the two (2) small doors of the Community Center are rusted and in very bad shape. She continued by stating that she requested a quote from Joe Mauk Siding, Epple Exteriors and Russell Security Resource in the year 2017 to replace the two (2) doors. The only quote she received was from Russell Security for two (2) fiberglass doors rather than metal which will last longer and are much lighter weight. Ms. Manson stated that she waited since the year 2017 for quotes from Joe Mauk Siding and Epple Exteriors; but, after several reminders, she did not receive quotes from either of them.

Ms. Manson presented the updated quote from Russell Security Resource to replace the two (2) small side doors and a quote from Marketon's Body Shop to paint the doors prior to installation.

Russell Security Resource	\$5,268.00
Marketon's Body Shop	\$ 300.00

Total	\$5,568.00
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Ms. Manson stated that there are sufficient funds in the Community Center Fund Balance for this project.

Council Member Moynagh motioned to approve the replacement and painting of the side doors of the Community Center at a cost of \$5,568.00. Council Member Kuehl seconded the motion. Motion carried 5-0.

12. UPCOMING MEETINGS

- A. Montrose Streetscape Committee Meeting – Wednesday, June 19, 2019 at 5:00 p.m. in the Montrose City Hall Conference Room
- B. Planning and Zoning Commission Meeting – Wednesday, June 19, 2019 at 7:00 p.m. in the Montrose Community Center
- C. Joint City Council and Park and Recreation Commission Workshop – Monday, June 24, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- D. Regular City Council Meeting – Monday, July 8, 2019 at 7:00 p.m. in the Montrose Community Center
- E. Park and Recreation Commission Meeting – Wednesday, July 10, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- F. Planning and Zoning Commission Meeting – Wednesday, July 10, 2019 at 7:00 p.m. in the Montrose Community Center
- G. City Council Workshop – Monday, July 29, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

13. ACKNOWLEDGEMENTS

- A. Council Member Marszalek – Memorial Day Program

Council Member Marszalek acknowledged the local Veterans of Foreign Wars (VFW), the area Boy Scouts and Montrose Ambassadors for their participation in the Memorial Day Program.

- B. Mayor Otto – U.S. Highway 12 Planters

Mayor Otto acknowledged Mr. Roy Henry, Senior, Ms. Sylvia Henry and Ms. Paula Thompson for the planting and replanting of the flower pots located on U.S. Highway 12.

- C. Council Member Kuehl – City Staff

Council Member Kuehl thanked the City staff for the time they spend putting together the various packets for the City Council and Commission Meetings.

14. ADJOURNMENT

Council Member Moynagh motioned to the adjourn the Regular City Council Meeting at 7:55 p.m. Council Member Marszalek seconded the motion. Motion carried 5-0.

Michelle Otto
Mayor
City of Montrose

ATTEST:

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

City of Montrose
 Montrose Streetscape Committee Meeting
 Montrose City Hall
 311 Buffalo Avenue South
 Wednesday, June 19, 2019
 5:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose Streetscape Committee met on June 19, 2019 at 5:00 p.m.

Ms. Sylvia Henry, Committee Chair, called the meeting to order at 5:00 p.m.

2. ROLL CALL

Present: Mr. Graham Sones
 Ms. Ellen Sones
 Ms. Sylvia Henry
 Council Member Ben Kuehl

Also Present: Mayor Michelle Otto

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer

3. APPROVAL OF MINUTES

A. April 17, 2019 U.S. Highway 12 Development Committee Meeting

Mr. Graham Sones motioned to approve the U.S. Highway 12 Development Committee minutes of April 17, 2019. Ms. Sylvia Henry seconded the motion. Motion carried 3-0.

4. U.S. HIGHWAY 12 IMPROVEMENT PROJECT – YEAR 2022

A. Ms. Terri Odegaard, P.E. – Minnesota Department of Transportation (MN DOT) Senior Engineer – District 3

Ms. Odegaard presented the proposed improvements to U.S. Highway 12 in the year 2022:

- Mill and overlay.
- American Disabilities Act (ADA) improvements to sidewalk entrances.
- Improved pedestrian lighting at the intersection of U.S. Highway 12 and Center Avenue.
- Added turn lane from Arizona Avenue east to Zephyr Avenue. *(The Committee asked Ms. Odegaard to provide them with the crash history for Arizona and Zephyr Avenues.)*
- The turn range for semi-trucks turning right off of U.S. Highway 12 to travel south on Trunk Highway 25 (TH 25).
- Change existing lighting to Light-Emitting Diode (LED) bulbs. The cost would be shared with MN DOT at the rate of seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by MN DOT. The cost would be shared because MN DOT initially installed the lighting.

Ms. Ellen Sones stated that she would like to see some type of signage and/or vegetation in the MN DOT right-of-way at the intersection of U.S. Highway 12 and Trunk Highway 25. Ms. Odegaard presented the option to put in a four (4) feet boulevard behind the curb followed by a six (6) feet sidewalk. Ms. Boelter stated that the Montrose Public Works Department would like any plantings in the boulevard to be low-maintenance.

Ms. Odegaard stated that she would talk to fellow employees in the St. Cloud, Minnesota MN DOT Office to inquire about any possible grants that the City of Montrose could apply for to assist with the proposed boulevard plantings.

Ms. Sones stated that she would really like to see something installed on U.S. Highway 12 to slow down traffic as drivers enter the City of Montrose.

Ms. Odegaard stated that the proposed boulevard tree plantings quite often help travelers recognize that they are in a city and causes them to reduce their speed. She continued by stating that she will check with representatives from MN DOT on the possibility of planting trees. Ms. Odegaard stated that she does know that a certain tree has to be planted.

Ms. Odegaard also stated that she will talk to the Wright County Highway Department's Engineer to determine if there are any grant opportunities to fund the improvements to the pedestrian crossing light.

Mr. Sones asked if MN DOT will be adding any decorative options, like stamped concrete. Ms. Odegaard stated that the ADA has become restrictive on what they allow for decorative sidewalks. She continued by stating that it has something to do with the ability for a wheelchair to be able to travel safely and effectively over the surface.

Ms. Sones asked if MN DOT would allow stenciling on the sidewalks instead of stamped concrete. Ms. Odegaard stated that she believes stenciling would be allowed. She continued by stating that she would check on the possibility of stenciling the sidewalks and let Ms. Boelter know.

Ms. Odegaard stated that she will prepare a Preliminary Plan for the proposed year 2022 improvements to U.S. Highway 12 sometime in July, 2019 and asked the Montrose Streetscape Committee to meet in August, 2019 to review the Preliminary Plan.

The Committee discussed the safety of the intersection of U.S. Highway 12 and Wright County Highway 14. Ms. Odegaard stated that she will check to see if the intersection is being monitored by MN DOT.

5. OTHER

A. Quarterly Meeting Months

Ms. Boelter stated the Montrose Streetscape Committee is scheduled to meet quarterly each year. She continued by asking the Committee Members what months they would like to meet.

The Committee discussed and were in agreement that they should meet in March, June, September and December of each year.

B. U.S. Highway 12 Flower Beds

Mr. and Ms. Sones stated that they would like to evaluate the flower beds located on U.S. Highway 12 and make a recommendation to the City Council for additional plantings. Mayor Otto directed them to prepare a Planting Plan to present to the City Council. She continued by directing City staff to evaluate the Budget and determine where there would be funding available for the additional plantings.

Ms. Boelter reminded Mr. and Ms. Sones that the Public Works Department would like to see plantings installed that are low-maintenance.

6. ADJOURNMENT

Ms. Sones motioned to adjourn the Montrose Streetscape Committee Meeting at 6:15 p.m. Ms. Henry seconded the motion. Motion carried 3-0.

Sylvia Henry
Chair
Montrose Streetscape Committee

ATTEST:

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

City of Montrose
 City Council and Park and Recreation Commission Joint Workshop
 Montrose City Hall
 300 Buffalo Avenue South
 Monday, June 24, 2019
 3:30 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council and the Park and Recreation Commission met in a Joint Workshop on Monday, June 24, 2019 at 3:30 p.m.

Mayor Otto called the meeting to order at 3:30 p.m.

2. ROLL CALL

Present: Mayor Michelle Otto
 Council Member Lloyd Johnson
 Council Member Ben Kuehl
 Council Member Tom Marszalek
 Council Member Kirby Moynagh

Park and Recreation Commission Members Present: Ms. Sylvia Henry

Park and Recreation Commission Members Absent: Mr. Matt Russell
 Mr. Barry Rhineberger

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

3. DISCUSSION REGARDING FUTURE PLANNING AND BUDGETING OF THE CITY'S PARK SYSTEM

The City of Montrose's City Council and Park and Recreation Commission met in a Joint Workshop to identify Short-Term Park Planning and Budgeting and Long-Term Park Planning and Budgeting.

After discussing proposed Park Plans, the following items were agreed upon for future Park Planning and Budgeting.

A. Short-Term Park Planning and Budgeting

The City Council and Park and Recreation Commission were in agreement that the timeframe for *Short-Term* would be one (1) to three (3) years.

- i. Evaluate all of the City's Parks and develop a Park Equipment Plan.
- ii. Build a Park Shelter on the Regional Park property.
- iii. Highlight the existing parks in the quarterly newsletter.
- iv. Construct a new Concession Stand at Carver Field.
- v. Construct some type of gazebo/shelter at Northridge Park.

B. Long-Term Park Planning and Budgeting

The City Council and Park and Recreation Commission were in agreement that the timeframe for *Long-Term* would be five (5) to ten (10) years.

- i. Develop the Middle Section of the Regional Park.
- ii. Develop the Upper Section of the Regional Park.
- iii. Develop the Bottom Third of the Regional Park.
 ✓ Shelter and Bathrooms.

- ✓ Playground.
- ✓ Small Ball Field.
- ✓ Install Road.

The City Council directed City staff to obtain a copy of the proposed Regional Park Plan and forward it to the City Council Members and the Park and Recreation Commission Members.

4. ADJOURNMENT

Council Member Moynagh motioned to the adjourn the Joint City Council and Park and Recreation Commission Workshop at 4:20 p.m. Ms. Henry seconded the motion. Motion carried 6-0.

Michelle Otto
Mayor
City of Montrose

Sylvia Henry
Park and Recreation Commission
City of Montrose

ATTEST:

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

ACCOUNTS PAYABLE LIST

JULY 8, 2019

Payroll	6/17/19 Payroll	13165.44
Payroll	7/1/19 Payroll	13207.41
Council Payroll	2 nd Qtr Payroll	3509.30
IRS-Federal Tax Payment	6/17/19 FED/FICA Tax	4632.07
IRS-Federal Tax Payment	7/1/19 FED/FICA Tax	5216.94
MN Dept. of Revenue	6/17/19 State Withholding	868.83
MN Dept. of Revenue	7/1/19 State Withholding	870.67
PERA	6/17/19 Payroll	2430.17
PERA	7/1/19 Payroll	2459.56
MN Dept. of Revenue	May Sales Tax	1591.00
Payment Service Network	May PSN/ACH	1146.42
*AFSCME #65	June Union Dues	171.00
AmeriPride Services	Uniforms/Floor Mats	298.56
Bolton & Menk	Well/Wellhouse Engineering	12470.50
Cardmember Service	Carver Field Equipment	661.76
Carlson's Greenhouse	Hwy 12 Planters	287.65
Centra Sota	Diesel Fuel	1524.50
Sid Chantland	Sidewalk Pedestrian Ramp	202.40
*Citizens State Bank	June H.S.A. Deposit	2558.00
Core & Main	Water System Supplies	949.03
Delta Dental	July Dental Ins	699.60
Finance & Commerce	Well/Wellhouse Bid Ad	895.92
Hawkins	WWTP Chemicals	4314.80
Health Partners	July Health Ins.	10517.91
Hillyard/Hutchinson	Comm Ctr Scrubber Pads	29.25
*IUOE Local 49	June Union Dues	175.00
Land Title, Inc.	Well/Wellhouse Land Purchase	105131.29
*Madison Nat'l Life Ins	July Disability Ins	369.12
Menards	PW Shop/WWTP	146.16
Menards	Parks/Carver Field	1666.78
Metering & Tech.	Water Meters	2812.43
Mini Biff	Park Biffs	240.22
Miracle Recreation	Vets Park Playground Equip	725.63
MN Computer Systems	Copier Mtce Agreement	234.00
MN Rural Water Assn	2019-20 Membership	1080.00
MVTL Labs	WWTP Testing	331.60
*NW Assoc Consultants	Planner Services	1386.25
OPG-3	Laserfiche Software Support	1424.00
Paumen Computer Service	Monthly Backup/IT	310.00
Pitney Bowes	Qtrly Postage Machine Rent	180.00
Purchase Poser	Postage Refill	2020.99
SupplyWorks/Home Depot	Comm Ctr/Parks Supplies	274.88

July 8, 2019

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USable Life	July Life Ins.	79.50
WakeSun	Solar Energy	8220.50
Wenck Assoc	Engineering Services	10240.60
Wex Bank	Gas Charges	624.56
Wilson Develop Services	TH 25 Easement Acquisitions	1578.40
Wilson Develop Services	Well/Wellhouse Land	1795.00
Windstream	Telephone Charges	113.66
Wright Cty Treasurer	March & April County Fines	1560.75
Wright-Hennepin CO-OP	Electric Charges	186.87
Xcel Energy	Electric & Gas Charges	199.58

ACCOUNTS PAYABLE SUBTOTAL	203942.67
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Abdo, Eick & Meyers	2018 Audit	750.00
Ameripride	Uniforms/Floor Mats	109.66
Pam Van Beusekom	Utility Overpayment	30.64
Bolton & Menk	Well/Wellhouse Engineering	18635.00
City of St. Michael	Bonniwell/Dahlin Seminar	60.00
*Colonial Life Ins	June Employee Ins	74.52
Comcast	Internet Service	431.81
Culligan	City Hall Softener	66.10
Delano Auto Parts	Lawnmower Repairs	45.44
Gopher State One-Call	Water/Sewer Locates	93.15
Marie Jenson	Janitorial Service	535.00
Sara Keller	Utility Overpayment	20.73
Bradley Klepperich	Utility Overpayment	13.37
Robert Krause	Utility Overpayment	248.14
League of Mn Cities Trust	2019-20 Municipal Ins	42003.50
Marco	Printer Mtce Agreement	56.70
Tom Marszalek	Mileage Reimbursement	62.20
Menards	PW Shop/WWTP	61.76
*Metro West Inspection	Bldg Permits/Inspect.	2044.36
Mid-American Research	Crosswalk Paint	584.84
Midwest Machinery	Lawnmower Mtce	257.92
Mini Biff	Disc Golf Biff	84.41
MN PFA	WWTP Loan Payment	378454.10
MN PFA	Water Tower Rehab Bond	23031.85
MVTL Labs	Water Testing	48.20
MVTL Labs	WWTP Testing	254.20
Ryan Nelson	Utility Overpayment	36.58
Nystrom Publishing	Qtrly Newsletter/Postage	1592.95
Lawrence O'Flanagan	Utility Overpayment	52.43
Michelle Otto	Mileage Reimbursement	203.00
Randy's Enviro Services	June Refuse/Recycle	15773.26
Total Printing	Window Envelopes	412.50
U.S. Bank	CSAH 12 Bond	10893.75
U.S. Bank	Wells/Wellhouse	1481.25
U.S. Bank	Clementa Ave/Watermain	14181.25
Utility Consultants	WWTP Testing	86.00

July 8, 2019

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Verizon
Mark WisockiCell Phones
Utility Overpayment345.35
49.19

TOTAL ACCOUNTS PAYABLE

717107.78

OTTO

BOELTER

MARSZALEK

JOHNSON

KUEHL

MOYNAGH

* Appendix

Payments received to offset checks written

Payroll Deduction	AFSCME-June Union Dues	171.00
Payroll Deduction	June H.S.A. Deposit	1158.00
Payroll Deduction	IUOE 49-June Union Dues	175.00
Payroll Deduction	June Employee Ins	74.52
Payroll Deduction	July Disability Ins.	359.26
Developer Expenses	Planners Fees	304.00
Building Permits	Metro West	2044.36

FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

JULY 8, 2019

Cardmember Service	Misc Equipment	915.35
Consulting Radiologists	Follow Up Physical	21.37
MN Fire Serv. Cert. Bd.	FFI & FFI Certification	1610.00
Ridgeview Clinics	Follow Up Physical	120.00
Ridgeview Medical Ctr.	Follow Up Physical	350.88
Wex Bank	Gas Charges	143.53
 Comcast	 Internet Service	 97.85
League of MN Cities Trust	2019-20 Municipal Ins	5143.50
Menards	Bottled Water	102.09
SYNCB/Amazon	Office Supplies	21.49
Verizon	FD I-Pad	40.01
TOTAL ACCOUNTS PAYABLE		8566.07

 OTTO

BOELTER

MARSZALEK

 JOHNSON

KUEHL

MOYNAGH

*APPENDIX

Payments received to offset checks written

CITY OF MONTROSE

Monthly Adjustments

Account	Tran Type	Charge Name	Charge Type	Amount	Date
00-00003048-00-	Adjustment	Garbage- 30 GAL	Service	(\$0.25)	6/24/2019
00-00002552-02-	Adjustment		UR	(\$86.49)	6/20/2019
00-00003032-00-	Adjustment		UR	(\$65.35)	6/20/2019
00-00003126-04-	Adjustment		UR	(\$32.81)	6/20/2019
00-00001888-02-	Adjustment	Shut off charge	Service	\$100.00	6/6/2019
01-00002694-00-	Adjustment	Garbage- 90 GAL	Service	(\$0.85)	6/6/2019
01-00002694-00-	Adjustment	Garbage Tax	Surcharge	(\$0.08)	6/6/2019
01-00002694-00-	Adjustment	Sewer Collection	Service	(\$2.20)	6/6/2019
01-00002694-00-	Adjustment	WWTP	Service	(\$2.29)	6/6/2019
01-00002694-00-	Adjustment	Storm Water	Service	(\$0.23)	6/6/2019
00-00001712-03-	Adjustment		UR	(\$109.60)	6/20/2019
00-00002689-00-	Adjustment		UR	(\$120.15)	6/20/2019
01-00002697-00-	Adjustment	Storm Water	Service	(\$0.23)	6/28/2019
00-00003048-00-	Adjustment	Sewer Collection	Service	(\$9.24)	6/24/2019
00-00003048-00-	Adjustment	WWTP	Service	(\$9.21)	6/24/2019
00-00003048-00-	Adjustment	Storm Water	Service	(\$0.12)	6/24/2019
01-00002697-00-	Adjustment	R Water	Service	(\$1.91)	6/28/2019
01-00002697-00-	Adjustment	Garbage-60 GAL	Service	(\$0.65)	6/28/2019
01-00002697-00-	Adjustment	Garbage Tax	Surcharge	(\$0.06)	6/28/2019
01-00002697-00-	Adjustment	Sewer Collection	Service	(\$1.77)	6/28/2019
01-00002697-00-	Adjustment	WWTP	Service	(\$1.86)	6/28/2019
01-00002697-00-	Adjustment	Recycle-60	Service	(\$0.10)	6/28/2019
00-00001822-01-	Adjustment		UR	(\$146.51)	6/20/2019
				(\$491.96)	

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



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Montrose Days Celebration					
Address		City	State	Zip Code	
231 Buffalo Ave North		Montrose	Minnesota	55363	
Name of person making application		Business phone		Home phone	
Christina Oswald		612-801-7501		612-801-7501	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
8/16/19 - 8/18/19		<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Christina Oswald		Montrose	Minnesota	55363	
Organization officer's name		City	State	Zip Code	
Melanie Estes-Proalx		Montrose	Minnesota	55363	
Organization officer's name		City	State	Zip Code	
Nicole Andreoff		Montrose	Minnesota	55363	
Organization officer's name		City	State	Zip Code	
Jennifer Anderson		Montrose	Minnesota	55363	

Location where permit will be used. If an outdoor area, describe.
 Montrose Community Center
 200 Center Ave S
 Montrose, MN 55363

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 MJUA/\$2 million

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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 July 3, 2019

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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911 Abandoned; Domestic Disturbance Total: 1

06/24/19 01:26	911 Abandoned;	2019050425	Domestic Disturbance	WP19019293	911
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911 Hang-up Total: 5

06/02/19 00:29	911 Hang-up	2019043362			911
06/04/19 07:40	911 Hang-up	2019044023			911
06/08/19 16:56	911 Hang-up	2019045473			911
06/17/19 20:54	911 Hang-up	2019048405			911
06/26/19 17:12	911 Hang-up	2019051282			911

911 Hang-up; Threats Total: 1

06/24/19 15:23	911 Hang-up; Threats	2019050573	Threats	WP19019359	911
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911 Open Line Total: 2

06/04/19 19:34	911 Open Line	2019044213			911
06/14/19 15:21	911 Open Line	2019047437			911

Agency Assist Total: 2

06/01/19 12:39	Agency Assist	2019043140	Agency Assist	WP19016472	Phone
06/22/19 11:01	Agency Assist	2019049944	Agency Assist	WP19019104	Phone

Animal Total: 10

06/05/19 16:27	Animal	2019044470	Animal	WP19016956	Phone
06/12/19 20:07	Animal	2019046874			Phone
06/14/19 06:59	Animal	2019047307	Animal	WP19018097	Phone
06/18/19 19:29	Animal	2019048740	Animal	WP19018670	911
06/25/19 16:06	Animal	2019050896			911
06/25/19 18:44	Animal	2019050937			Phone
06/25/19 21:14	Animal	2019050996	Animal	WP19019557	Phone
06/26/19 13:44	Animal	2019051210			Phone
06/27/19 13:50	Animal	2019051571			Phone
06/29/19 23:40	Animal	2019052471	Animal	WP19020125	Phone

Burglary Total: 1

06/12/19 09:48	Burglary	2019046658	Criminal Damage to Property	WP19017828	Phone
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Check Welfare Total: 4

06/05/19 12:41	Check Welfare	2019044383	Check Welfare	WP19016924	Phone
06/14/19 13:28	Check Welfare	2019047405	Check Welfare	WP19018147	Phone
06/21/19 20:55	Check Welfare	2019049782	Check Welfare	WP19019043	Phone
06/30/19 08:13	Check Welfare	2019052531	Check Welfare	WP19020157	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Citizen Aid Total: 1					
06/27/19 07:33	Citizen Aid	2019051467	Citizen Aid	WP19019713	Phone
Civil Complaint Total: 8					
06/08/19 15:49	Civil Complaint	2019045462	Civil Complaint	WP19017364	Phone
06/12/19 19:49	Civil Complaint	2019046868	Theft	WP19017925	Phone
06/19/19 22:07	Civil Complaint	2019049114	Civil Complaint	WP19018788	Phone
06/20/19 17:24	Civil Complaint	2019049378	Civil Complaint	WP19018899	911
06/22/19 08:29	Civil Complaint	2019049910	Civil Complaint	WP19019088	Phone
06/24/19 22:23	Civil Complaint	2019050696	Civil Complaint	WP19019415	Phone
06/27/19 12:12	Civil Complaint	2019051537	Civil Complaint	WP19019751	Phone
06/30/19 15:57	Civil Complaint	2019052621	Civil Complaint	WP19020195	Phone
Civil Process Total: 13					
06/17/19 10:46	Civil Process	2019048238			Officer
06/17/19 11:00	Civil Process	2019048245			Officer
06/18/19 14:08	Civil Process	2019048623			Officer
06/21/19 10:27	Civil Process	2019049610			Officer
06/24/19 09:00	Civil Process	2019050476			Officer
06/24/19 14:42	Civil Process	2019050561			Officer
06/25/19 12:53	Civil Process	2019050825			Officer
06/26/19 15:31	Civil Process	2019051246			Officer
06/26/19 15:59	Civil Process	2019051262			Officer
06/27/19 09:17	Civil Process	2019051488			Officer
06/27/19 11:26	Civil Process	2019051527			Officer
06/28/19 11:37	Civil Process	2019051931			Officer
06/28/19 11:48	Civil Process	2019051935			Officer
Commercial General Alarm Total: 3					
06/17/19 22:23	Commercial General	2019048445	Commercial General Alarm	WP19018580	Phone
06/18/19 00:33	Commercial General	2019048478	Commercial General Alarm	WP19018588	Phone
06/27/19 10:55	Commercial General	2019051519	Commercial General Alarm	WP19019737	Phone
Court Order Violation Total: 3					
06/03/19 11:47	Court Order Violation	2019043779	Court Order Violation	WP19016707	
06/22/19 17:18	Court Order Violation	2019050052	Court Order Violation	WP19019147	911
06/23/19 19:56	Court Order Violation	2019050366	Court Order Violation	WP19019270	Phone
Domestic Disturbance Total: 9					
06/07/19 09:29	Domestic Disturbance	2019045011	Domestic Disturbance	WP19017167	911
06/15/19 14:40	Domestic Disturbance	2019047763	Domestic Disturbance	WP19018294	Phone
06/16/19 10:41	Domestic Disturbance	2019047958	Domestic Disturbance	WP19018378	Phone
06/16/19 13:03	Domestic Disturbance	2019047983	Domestic Disturbance	WP19018389	Phone
06/16/19 17:27	Domestic Disturbance	2019048062	Domestic Disturbance	WP19018417	911
06/22/19 23:13	Domestic Disturbance	2019050166	Citizen Aid	WP19019182	Phone
06/23/19 22:14	Domestic Disturbance	2019050399	Domestic Disturbance	WP19019285	911
06/25/19 15:35	Domestic Disturbance	2019050884	Domestic Disturbance	WP19019491	Phone
06/27/19 23:25	Domestic Disturbance	2019051779	Domestic Disturbance	WP19019849	911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Fire - Gas Leak Total: 1					
06/06/19 01:57	Fire - Gas Leak	2019044627	Fire - Gas Leak	WP19017025	Phone
Fraud - Internet Total: 1					
06/24/19 15:26	Fraud - Internet	2019050575	Fraud - Internet	WP19019362	Phone
Harassment Total: 2					
06/11/19 15:02	Harassment	2019046439	Harassment	WP19017743	Phone
06/27/19 12:39	Harassment	2019051546	Fraud - Internet	WP19019756	Phone
Info Total: 1					
06/25/19 21:31	Info	2019051004			Phone
Lock Out - Lock In Total: 1					
06/10/19 22:44	Lock Out - Lock In	2019046215	Lock Out - Lock In	WP19017672	Phone
Medical - Breathing Problems Total: 1					
06/13/19 14:01	Medical - Breathing	2019047097	Medical - Breathing Problems	WP19018017	911
Medical - Choking Total: 1					
06/29/19 23:11	Medical - Choking	2019052462	Medical - Choking	WP19020123	911
Medical - Fall Under 6 Feet Total: 2					
06/16/19 20:15	Medical - Fall Under 6	2019048107	Medical - Fall Under 6 Feet	WP19018436	911
06/19/19 08:43	Medical - Fall Under 6	2019048891	Medical - Fall Under 6 Feet	WP19018712	911
Medical - Psychiatric - Behavioral Total: 4					
06/08/19 05:57	Medical - Psychiatric -	2019045344	Medical - Psychiatric -	WP19017308	Phone
06/13/19 16:55	Medical - Psychiatric -	2019047144	Domestic Disturbance	WP19018037	Phone
06/21/19 18:38	Medical - Psychiatric -	2019049747	Medical - Psychiatric -	WP19019026	Phone
06/24/19 17:18	Medical - Psychiatric -	2019050602	Neighborhood Dispute	WP19019371	911
Medical - Sick Total: 1					
06/30/19 21:57	Medical - Sick	2019052740	Medical - Sick	WP19020246	911
Medical - Unconscious - Fainting Total: 1					
06/25/19 18:28	Medical - Unconscious -	2019050933	Medical - Unconscious -	WP19019520	911
MVA - No Injuries Total: 4					
06/04/19 07:25	MVA - No Injuries	2019044016	MVA - No Injuries	WP19016790	911
06/05/19 17:19	MVA - No Injuries	2019044498	MVA - No Injuries	WP19016968	
06/06/19 17:30	MVA - No Injuries	2019044808	MVA - No Injuries	WP19017101	911
06/24/19 07:38	MVA - No Injuries	2019050460	MVA - No Injuries	WP19019312	
Neighborhood Dispute Total: 2					
06/07/19 13:19	Neighborhood Dispute	2019045068	Neighborhood Dispute	WP19017193	
06/08/19 22:00	Neighborhood Dispute	2019045560	Noise	WP19017412	911
Noise Total: 2					
06/01/19 00:45	Noise	2019043036	Noise	WP19016433	911
06/15/19 03:37	Noise	2019047647	Noise	WP19018251	911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Open Door - Window Total: 1					
06/03/19 21:19	Open Door - Window	2019043935	Open Door - Window	WP19016774	
Probation Check Total: 1					
06/15/19 13:23	Probation Check	2019047744			Officer
Residential General Alarm Total: 2					
06/01/19 10:50	Residential General	2019043119	Residential General Alarm	WP19016465	Phone
06/17/19 15:13	Residential General	2019048312	Residential General Alarm	WP19018533	Phone
SIA Area Watch Total: 8					
06/02/19 13:05	SIA Area Watch	2019043497			
06/02/19 16:31	SIA Area Watch	2019043565			
06/03/19 13:39	SIA Area Watch	2019043815			
06/05/19 06:36	SIA Area Watch	2019044326			
06/05/19 16:38	SIA Area Watch	2019044476			
06/05/19 22:31	SIA Area Watch	2019044599			
06/20/19 21:57	SIA Area Watch	2019049451			
06/27/19 05:33	SIA Area Watch	2019051450			
SIA Business Walk Through Total: 2					
06/21/19 13:14	SIA Business Walk	2019049654			
06/22/19 06:15	SIA Business Walk	2019049888			
SIA City Council - City Hall Total: 1					
06/10/19 18:49	SIA City Council - City	2019046135			
SIA House Check Total: 2					
06/11/19 01:10	SIA House Check	2019046257			
06/11/19 01:38	SIA House Check	2019046261			
SIA Other Total: 1					
06/14/19 19:09	SIA Other	2019047510			
SIA School Check Total: 2					
06/06/19 07:35	SIA School Check	2019044653			
06/06/19 11:03	SIA School Check	2019044708			
Sign - Signal Repair Total: 1					
06/01/19 23:04	Sign - Signal Repair	2019043330			Phone
Suspicious - Circumstances Total: 5					
06/09/19 10:48	Suspicious -	2019045695	Suspicious - Circumstances	WP19017472	911
06/14/19 10:37	Suspicious -	2019047353	Suspicious - Circumstances	WP19018121	Phone
06/18/19 15:08	Suspicious -	2019048649	Suspicious - Circumstances	WP19018644	Phone
06/20/19 12:32	Suspicious -	2019049291	Suspicious - Circumstances	WP19018856	Phone
06/22/19 01:13	Suspicious -	2019049860	Suspicious - Circumstances	WP19019067	Phone
Suspicious - Person - Vehicle Total: 8					
06/11/19 20:02	Suspicious - Person -	2019046529	Suspicious - Person - Vehicle	WP19017782	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
06/12/19 10:44	Suspicious - Person -	2019046679	Suspicious - Person - Vehicle	WP19017839	Phone
06/15/19 02:22	Suspicious - Person -	2019047640	Suspicious - Person - Vehicle	WP19018245	Phone
06/19/19 15:44	Suspicious - Person -	2019049000	Suspicious - Person - Vehicle	WP19018752	Phone
06/20/19 22:26	Suspicious - Person -	2019049468	Suspicious - Person - Vehicle	WP19018931	Phone
06/25/19 18:09	Suspicious - Person -	2019050930	Suspicious - Person - Vehicle	WP19019516	Phone
06/26/19 01:44	Suspicious - Person -	2019051069	Suspicious - Person - Vehicle	WP19019576	Phone
06/26/19 17:53	Suspicious - Person -	2019051295	Suspicious - Person - Vehicle	WP19019658	Phone

Theft Total: 4

06/01/19 14:22	Theft	2019043160	Civil Complaint	WP19016482	Phone
06/10/19 09:36	Theft	2019045967	Theft	WP19017571	Phone
06/10/19 10:41	Theft	2019045986	Theft	WP19017587	Phone
06/27/19 23:25	Theft	2019051780			911

Theft - Identity Theft Total: 1

06/06/19 11:36	Theft - Identity Theft	2019044716	Theft - Identity Theft	WP19017058	Phone
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Threats Total: 1

06/09/19 20:52	Threats	2019045858	Threats	WP19017531	Phone
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Traffic - Complaint Total: 5

06/05/19 18:17	Traffic - Complaint	2019044515	Traffic - Complaint	WP19016977	Phone
06/13/19 13:05	Traffic - Complaint	2019047082	Traffic - Complaint	WP19018010	911
06/18/19 21:09	Traffic - Complaint	2019048779	Traffic - Complaint	WP19018682	911
06/19/19 19:38	Traffic - Complaint	2019049069	Traffic - Complaint	WP19018779	Phone
06/26/19 22:02	Traffic - Complaint	2019051373	Traffic - Complaint	WP19019685	911

Traffic Stop Total: 50

06/01/19 17:11	Traffic Stop	2019043217			Officer
06/01/19 17:23	Traffic Stop	2019043222			Officer
06/01/19 23:17	Traffic Stop	2019043334			Officer
06/02/19 19:04	Traffic Stop	2019043612	Traffic Stop	WP19016640	Officer
06/03/19 19:07	Traffic Stop	2019043904			Officer
06/03/19 19:31	Traffic Stop	2019043907			Officer
06/05/19 16:00	Traffic Stop	2019044461			Officer
06/05/19 16:25	Traffic Stop	2019044469	Traffic Stop	WP19016955	Officer
06/05/19 17:08	Traffic Stop	2019044491			
06/06/19 06:58	Traffic Stop	2019044648			Officer
06/06/19 14:27	Traffic Stop	2019044759			Officer
06/07/19 07:37	Traffic Stop	2019044985			Officer
06/07/19 09:20	Traffic Stop	2019045008			Officer
06/07/19 22:41	Traffic Stop	2019045254			Officer
06/07/19 23:01	Traffic Stop	2019045260			Officer
06/08/19 23:17	Traffic Stop	2019045588			Officer
06/10/19 17:07	Traffic Stop	2019046099			Officer
06/10/19 19:46	Traffic Stop	2019046161			Officer
06/10/19 19:55	Traffic Stop	2019046162			Officer
06/10/19 23:24	Traffic Stop	2019046229			Officer
06/11/19 16:28	Traffic Stop	2019046471			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
06/11/19 18:20	Traffic Stop	2019046499			Officer
06/12/19 13:25	Traffic Stop	2019046735	Traffic Stop	WP19017865	Officer
06/13/19 21:58	Traffic Stop	2019047228			Officer
06/13/19 22:54	Traffic Stop	2019047240			Officer
06/15/19 19:46	Traffic Stop	2019047830	Traffic Stop	WP19018323	Officer
06/17/19 20:50	Traffic Stop	2019048402	Traffic Stop	BP19005471	Officer
06/18/19 16:01	Traffic Stop	2019048658			Officer
06/19/19 10:53	Traffic Stop	2019048922			Officer
06/19/19 18:53	Traffic Stop	2019049058			Officer
06/21/19 00:20	Traffic Stop	2019049512			Officer
06/22/19 01:59	Traffic Stop	2019049866	Traffic Stop	WP19019069	Officer
06/22/19 16:31	Traffic Stop	2019050038			Officer
06/23/19 16:09	Traffic Stop	2019050316			Officer
06/24/19 10:58	Traffic Stop	2019050500			Officer
06/24/19 23:21	Traffic Stop	2019050703			Officer
06/24/19 23:30	Traffic Stop	2019050704			Officer
06/25/19 00:01	Traffic Stop	2019050710	Traffic Stop	WP19019419	Officer
06/26/19 00:32	Traffic Stop	2019051046			Officer
06/26/19 01:32	Traffic Stop	2019051065	Traffic Stop	WP19019575	Officer
06/26/19 19:22	Traffic Stop	2019051323			Officer
06/26/19 22:11	Traffic Stop	2019051377			Officer
06/26/19 23:11	Traffic Stop	2019051393			Officer
06/28/19 00:54	Traffic Stop	2019051814			Officer
06/28/19 01:11	Traffic Stop	2019051816			Officer
06/28/19 13:42	Traffic Stop	2019051962	Traffic Stop	WP19019911	Officer
06/28/19 15:35	Traffic Stop	2019051993			Officer
06/29/19 18:46	Traffic Stop	2019052373			Officer
06/29/19 22:35	Traffic Stop	2019052449			Officer
06/30/19 14:50	Traffic Stop	2019052604			Officer

Traffic Stop ; Dispatch - CAD - Addressing Problems Total: 2

06/26/19 22:56	Traffic Stop ; Dispatch -	2019051388			Officer
06/27/19 01:51	Traffic Stop ; Dispatch -	2019051432	Traffic Stop	WP19019703	Officer

Unwanted Person Total: 3

06/14/19 16:50	Unwanted Person	2019047472	Trespass	WP19018174	Phone
06/23/19 13:13	Unwanted Person	2019050287	Unwanted Person	WP19019233	Phone
06/24/19 13:20	Unwanted Person	2019050535	Civil Complaint	WP19019346	Phone

Warrant - Arrest Total: 1

06/09/19 20:55	Warrant - Arrest	2019045860	Warrant - Arrest	WP19017537	Officer
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Warrant - Attempt Total: 2

06/11/19 15:03	Warrant - Attempt	2019046440			
06/13/19 12:07	Warrant - Attempt	2019047069	Drugs	WP19018005	

Total Records: 190



Monthly Activity Report Montrose Fire Department

Prepared and Presented by
Kevin Triplett – Fire Chief



Period: 06/01/2019 thru 06/30/2019 (JUNE)

CALLS

Total Calls: 16

of Calls JUNE 2018 = 9

EMS Calls: 11

2018 vs 2019 (2019 = +7)

Other Calls:

- #19102 – 06/30 – Weather Spotting/Standby
- #19100 – 06/29 – Fire Alarm – Franklin Township
- #19099 – 06/29 – Structure Fire Assist to Delano FD – Franklin Township
- #19098 – 06/27 – Weather Spotting/Standby
- #19088 – 06/06 – Gas Leak/Odor Investigation – Montrose City

Total calls to Date 2019 – 103

2018 vs 2019 (2019 = -9)

Total calls this time in 2018 – 112

Call Districts

Montrose City: 11 Franklin Township: 4 (1=MA to DFD) Marysville Township: 1
Woodland Township: 0 Other: 0

TRAINING:

- 06/04/2019 – Apparatus Response Placement & Search & Rescue (In House)
- 06/11/2019 – Search & Rescue (In House)
- 06/18/2019 – Forcible Entry & Search & Rescue (CFRT & In House)
- 06/25/2019 – Misc. Training at burn House (In House)
- 06/30/2019 – Live Burn Training (CFRT)

Other Activities, Special Mention, Etc.

- 06/15/2019 – Buffalo Days Parade (Von Thoma & Vanderbeek)
- 06/23/2019 – Howard Lake Parade (Von Thoma & Vanderbeek)
- 06/20 thru 06/22 – MFRA EVENT – Parking @ Buffalo Rodeo
- 06/23/2019 – FF1/FF2 graduation ceremony – Albertville (Graduates, Triplett & M. Marketon)
- 06/25/2019 – FE+ED Program Support
- 06/25/2019 – Burn brush pile @ compost site

SPECIAL INFO

John Wick resigns from Fire Department effective 06/30/2019

Acknowledgments

- Dale & Ronda Bauman – Allowing us to burn their house down for training on 06/30/2019
- Customized Fire & Rescue Training – Assistance / training during and setting up for house burn
- Delano, Waverly, Watertown FD for assistance for training burn
- Carpentry Contractors & LPD/NH3 Supply – Pallets for Training Burn
- Harlan Anderson – Donation of hay/straw bales for house burn training
- Randy's Sanitation – Donation of cardboard for use during house burn training
- Cathy Mortenson – making us lunch for after house burn
- John Wick for his service with the Montrose Fire Department (7 months 11 days)

City of Montrose
 Planning and Zoning Commission Meeting
 Montrose Community Center
 200 Center Avenue South
 Wednesday, June 19, 2019
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose Planning and Zoning Commission met in Regular Session on Wednesday, June 19, 2019 at 7:00 p.m.

Planning and Zoning Commission Chair, Ms. Tracy Gurneau, called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Commissioner Justin Emery
 Commissioner Tracy Gurneau
 Commissioner Sylvia Henry
 Commissioner Barry Rhineberger
 City Council Liaison Lloyd Johnson

Absent: Commissioner Mike Scanlon

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer
 Mr. Myles Campbell, City Planner

3. PLEDGE OF ALLEGIENCE

The Pledge of Allegiance was taken.

4. APPROVAL OF THE AGENDA

Commissioner Henry motioned to approve the June 19, 2019 Planning and Zoning Commission Meeting Agenda. Commissioner Emery seconded the motion. Motion carried 4-0.

5. APPROVAL OF THE MINUTES

A. May 8, 2019 Planning and Zoning Commission Meeting

Commissioner Rhineberger motioned to approve the Planning and Zoning Commission Meeting minutes of May 8, 2019. Commissioner Henry seconded the motion. Motion carried 4-0.

6. PUBLIC HEARING

A. Consider Amendments to Chapter 1031 of the City of Montrose Zoning Code

- 1) Consider amendments to Chapter 1031: Alternative Energy Systems regarding the location and Regulations of commercial Solar Farms.

Commissioner Henry motioned to open the Public Hearing at 7:03 p.m. to consider amendments to Chapter 1031 of the City of Montrose Zoning Code. Commissioner Emery seconded the motion. Motion carried 4-0.

Ms. Catherine Neiberger, 125 Hill Street, addressed the Planning and Zoning Commission asking for clarification of the numbering for the proposed Ordinance amendments.

After evaluating the Ordinance, Mr. Myles Campbell noted that there was an error in the numbering of the existing Ordinance. He continued by stating that 1032.4 should read 1031.4. Mr. Campbell stated that the proposed Ordinance would be amended to reflect the correct numbering.

Commissioner Rhineberger stated that the proposed Ordinance amendments should read as, "SECTION 1031.4, 5.

Mr. Campbell stated that the numbering for the proposed Ordinance amendments should be SECTION 1031.4, 5 as stated by Commissioner Rhineberger. He continued by stating that he would make the aforementioned numbering change to the final Ordinance before it is presented to the City Council for their approval.

Ms. Neiberger then addressed the Planning and Zoning Commission regarding the difficulty of following the City's Comprehensive Plan. Mr. Campbell stated that any discussion regarding the Comprehensive Plan is outside of the scope of the Public Hearing.

Planning and Zoning Commission Chair, Ms. Tracy Gurneau asked for further comments from the general public. No comments were received.

Commissioner Emery motioned to close the Public Hearing at 7:10 p.m. Commissioner Henry seconded the motion. Motion carried 4-0.

Commissioner Rhineberger opened the Planning and Zoning Commission Meeting at 7:11 p.m. Commissioner Henry seconded the motion. Motion carried 4-0.

Council Member Johnson stated that he would like to see the trees to be a ten (10) feet minimum height for screening of a Solar Farm. Mr. Campbell stated that the proposed Ordinance amendment states that the screening options of fencing, landscaping or earthen berms "*should provide screening to a minimum height of 8 feet.*" The Commission Members discussed and agreed to leave the Ordinance with the proposed language of "*a minimum height of 8 feet.*"

Commissioner Rhineberger stated that the Planning and Zoning Commission and the City Council will evaluate all proposals to build a Solar Farm and the proposed language in the Ordinance allows either group to require screening that is higher than eight (8) feet.

Council Member Johnson shared his concerns about the existing Solar Farm not paying the Alternative Urban Areawide Review (AUAR) Fee of \$500.00 per acre.

Commissioner Rhineberger stated that the Planning and Zoning Commission is currently discussing the proposed amendments to the Solar Energy Systems (SES) Ordinance and not the existing Solar Farm.

Commissioner Rhineberger motioned to recommend that the City Council approve the amendments to Chapter 1031 of the City of Montrose's Zoning Code as presented with the changes to the numbering as discussed. Commissioner Henry seconded the motion. Motion carried 4-0.

7. NO OLD BUSINESS.

8. NEW BUSINESS

A. Discussion on Necessary Sign Ordinance Amendments

Mr. Campbell stated that City staff was directed to examine the City's existing Sign Ordinance after concerns were received from the U.S. Highway 12 Development Committee about the amount of temporary and portable signs along the corridor in Montrose. In addition to this area of review, staff also found a number of Ordinance sections under what could be defined as content-based Code, that is Code that regulates on the basis of a sign's content versus its size, location or other physical characteristic.

Mr. Campbell stated that this presents an issue for the City, as content-based Code can be construed by courts as limiting an individual's first amendment right to free speech. This is especially true since the year

2015 Supreme Court decision in *Reed versus Town of Gilbert*. This decision broadened what could be construed as an unconstitutional restriction on freedom of speech.

City staff believes it is in the City's best interests to revise its Code to be more content-neutral overall to avoid potential legal challenges. A few examples of what this revision has looked like with previous client communities, and what this revision itself could look like, have been attached, as well as a memo on the topic from the League of Minnesota Cities. In addition, the Planning Staff will be working closely with the City's Attorney to confirm that the changes being made are in compliance with Minnesota State Statutes and regulations.

Mr. Campbell presented the following items for reference:

- Exhibit A: Existing Sign Ordinance
- Exhibit B: League Memo: Sign Ordinances and the First Amendment
- Exhibit C: Saint Francis Sign Ordinance Revision
- Exhibit D: St. Paul Park Sign Ordinance Revision

Mr. Campbell stated that sandwich board signs are a low-cost and convenient way for businesses to advertise onsite. However, they currently exist in a gray area within the City's Code as they are not directly mentioned by name; but, could probably fall under the category of portable signs. Portable signs are meant to be temporary or seasonal and operate under a fifteen-day (15-day) license. This is done since the portable signs are not affixed to the ground and can pose risks to surrounding private property in cases of storms, tornadoes, and other severe weather events. In addition, portable signs can be up to thirty-two (32) square feet and have no unique setback requirements from the general regulations.

Mr. Campbell continued by stating that sandwich board signs are similar but distinct from this description of portable signs. In other communities, the typical standard for a sandwich board sign is that they be permitted without a 15-day license period; but, that they must only be left out on display during regular business hours, and must otherwise be stored inside. Additionally, rather than just having a setback requirement of half the minimum required district setback from the lot line, most ordinances also require sandwich board signs to be placed no further than fifteen (15) feet from the entrance of the business.

Mr. Campbell stated that staff believes adding a new definition for sandwich board signs to Chapter 1002, and these regulations to the general provisions section of Chapter 1024 would allow for the continued use of sandwich board signs by local businesses; but, in a way that limits their impact on the U.S. Highway 12 corridor aesthetics.

Commissioner Gurneau asked staff if the City currently requires business and/or organizations that use sandwich board signs to come and get a permit from the City. Ms. Boelter stated no. She continued by stating that after the Sign Ordinance is updated, Mr. Campbell will work with City staff to develop an application for permitting signage.

Mr. Campbell stated that the City of Montrose has a number of instances in which it permits, exempts, and/or prohibits a sign not based on its shape, size or location; but, on the sign's content. Over a number of court cases decided at the Federal level, certain instances of content-based Code have been determined to be unconstitutional on the grounds that it may prohibit an individual's right to free speech. Mr. Campbell presented the following example from the City's Sign Ordinance in the prohibited signs section of the Code:

B. Prohibited Signs. The following signs are prohibited:

1. Advertising signs with the following exceptions:

a. ...

b. A real estate development sign advertising lots or property for sale may be located off-premises by permit. The permit shall be renewable annually and conditioned upon documentation allowing such sign or structure by the property owner upon which it is to be located. The sign shall conform to the size restriction of signs imposed within the respective district in which the sign is located or a maximum of sixty-four (64) square feet each side, whichever is greater.

Mr. Campbell stated that this piece of language is content-based Code because it is specifically allowing for just real estate advertising to be allowed off-premise. If a business owner wanted to advertise their restaurant, or a billboard company wanted to put up an advertisement for a new outlet mall coming soon, they wouldn't be allowed to do so. It's legally allowed to prohibit off-premise signs at large, since that ordinance is based on location of signs; but, this is a content-based exemption to that prohibition.

Mr. Campbell stated that other examples that have been found by the courts to constitute "content-based" Sign Code is regulating and referring to political signs, ideological signs, holiday signs, and etcetera. From the year 2015 Reed versus Town of Gilbert decision, a two-step analysis was created to determine what constitutes content-based Code.

1. Does the ordinance's actual language refer to the content or the message of the sign?
2. If not, then does evidence exist that shows the city adopted the regulation specifically because of disagreement (or agreement) with the message expressed by the sign?

Mr. Campbell stated that while its best practice to draft as content-neutral language as possible, there may be cases where the City sees a need in regulating the content of a sign. In such an instance, there needs to be proof that such a regulation is being done strictly in the interest of the public welfare, and not because of a favoritism of one message over another. For example, the City does have regulations over signs which contain directional information; but, this is done in order to ensure the sign does not impact the safe flow and location of vehicle traffic. However, if the City only allowed commercial businesses to use off-premise directional signs, versus a religious or non-profit group, there would arise the issue of a content-based Code which impeded a person's right to free speech.

Mr. Campbell stated that the City's current Sign Ordinance is not compliant with the aforementioned two-step analysis.

The Commission Members discussed the current signage that is located along U.S. Highway 12; namely, the LGI Homes' signs.

Commissioner Rhineberger stated that he would like City staff to look at where the LGI Homes' and similar signage fit into the City's Building Code.

Mr. Campbell stated that while City staff was initially directed with updating the Sign Ordinance surrounding signs along U.S. Highway 12, it is important to make broader revisions to the sign ordinance to bring it into compliance with State and Federal rules surrounding how a Local Government can and cannot regulate the content of its signs. This process will utilize previous cases of revision as a starting point but will also involve close collaboration with the City's Attorney and the Planning and Zoning Commission in order to ensure that the end result is not only legally sound; but, something that works for the City's purposes.

B. City Planner

Mr. Campbell gave updates in the following projects that will be reviewed by the Planning and Zoning Commission at future meeting(s):

1. The proposed improvements and business located at 140 Nelson Boulevard.
2. A potential buyer and business at the former Casey's Building.
3. Concept Plan from the Brummer Group for *The Preserve Housing Development* site.

9. NEXT MEETING

A. Wednesday, July 10, 2019 to be held at the Montrose Community Center – 7:00 p.m.

10. ADJOURNMENT

Commissioner Henry motioned to the adjourn the Planning and Zoning Commission Meeting at 7:47 p.m.
Commissioner Rhineberger seconded the motion. Motion carried 4-0.

Tracy Gurneau
Chair
City of Montrose

ATTEST:

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



Mayor and Council Request for Action

July 3, 2019

**SUBJECT: PLANNING DEPARTMENT – CONSIDER AN AMENDMENT TO
CHAPTER 1031: ALTERNATIVE ENERGY SYSTEMS**

RECOMMENDATION: It is respectfully requested that the Mayor and Council consider the following motion:

MOTION TO: Adopt **Ordinance Number 2019-xx** approving amendments to the city's existing code surrounding definitions and requirements for commercial solar farms within the city and its orderly annexation area.

BACKGROUND: Planning Commission requested a review of the existing solar energy systems language. Minor amendments to the standards required of solar farms were identified in this review, as well as the correction of an improperly numbered section heading.

Amendments primarily are making screening a standard requirement for Solar Energy Systems, as well as requiring a staff review of the project if a development is located within the area identified in the City's Comprehensive Plan as the interim-build scenario.

POLICY/PRACTICES CONSIDERATIONS: These ordinance amendments will help encourage high-quality solar operations which will not impede the extension of utilities or growth of the city.

FINANCIAL CONSIDERATIONS: None, although this preserves commercial solar farms as a use which can bring productive and taxable use onto otherwise vacant land.

LEGAL CONSIDERATIONS: In accordance with Council procedures, the Mayor and City Council have the authority to approve or deny these amendments.

Department/Responsible Person: Planning/Myles Campbell, City Planner

Submitted Through: Deb Boelter, City Clerk

Attachments:

Ordinance No. 2019-xx

Planning Report dated May 1st, 2019

Existing Ordinance, Chapter 1031

**Mayor and Council Request for Action – (May 13th)
(Temporary Semi-Truck Parking)**

Page 2 of 2

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

ORDINANCE NO. 2019-07

**AN ORDINANCE AMENDING CHAPTER 1031: ALTERNATIVE ENERGY
SYSTEMS TO ESTABLISH ADDITIONAL STANDARDS FOR SOLAR FARMS
WITHIN THE CITY.**

THE CITY COUNCIL OF THE CITY OF MONTROSE ORDAINS:

Section 1. Code Amended. Section 1032.4 Types of SES is hereby amended to the correct section numbering, 1031.4. This change is reflected in sections 2-4 below in their own numbering.

Section 2. Code Amended. Section 1031.4, 5-h. is hereby amended to read as follows:

- h. Setbacks. All equipment and structures shall meet the setback and coverage limitations for the zoning district in which the system is located, except that Solar Farms shall be setback from all property lines at least one hundred (100) feet.

Section 3. Code Added. Section 1031.4, 5. is hereby amended to include the following items, and to read as follows:

- i. Screening. All solar farms shall be screened from adjacent residential uses in accordance with Section 1020-5, Required Landscape Screening. Landscaping shall be consistent with the design standards and criteria established in Section 1020-4, B.
 - a) Solar farms which abut a public roadway must provide screening from right-of-way through a combination of fencing, landscaping or earthen berms. These should provide screening to a minimum height of 8 feet. The grade for determining this height will be based upon the grade elevation of the solar farm that is being screened. Design Criteria for this screening shall be based upon the provisions of Chapter 1020, FENCING/SCREENING/LANDSCAPING in the City of Montrose's zoning ordinance.

Section 4. Code Added. Section 1031.4, 4. is hereby amended to include the following items, and to read as follows:

- j. For proposed solar farms which fall within the area of the interim build scenario identified in the City's Comprehensive Plan, additional review by city staff will be required to determine consistency with the plan and potential growth impact. This review is subject to the following conditions:
 - a) The site should not immediately abut an existing residential development which utilizes urban utilities.
 - b) The site should not impede future logical extension of urban utilities or public

right-of-way as determined by the public works director and city engineer.

Section 5. This ordinance shall take effect and be in full force after its passage and publication.

ADOPTED this 8th day of July, 2019 by the City Council of the City of Montrose.

CITY OF MONTROSE

By: _____
Michelle Otto, Mayor

ATTEST:

By: _____
Deborah R. Boelter, City Clerk-Treasurer



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
 Telephone: 763.957.1100 Website: www.nacplanning.com

TO:	Deb Boelter
FROM:	Myles Campbell
DATE:	5.1.19
RE:	Solar Ordinance Amendments -
FILE NO:	273.02 – 19.01
PID:	N/A

BACKGROUND

Planning Commissioners at previous meetings had asked staff to look into the City's existing ordinance language regarding Solar Energy Systems (SES). Staff brought the existing ordinance to discuss with commissioners to get an idea of what they would like to see changed with the ordinance. The majority of commissioners had little to no issues with the ordinance especially in regards to personal SES or Community SES, which were by and large regulated properly and had little to no impact on neighboring property owners.

Where there was more discussion between commissioners and staff was the role and regulation of commercial solar farm operations in the city. The two primary concerns raised in regard to this topic were the impact of solar farms on the staged development and growth of the city, and on their visibility and impact to neighboring residential properties and public right-of-ways. While not necessarily an urban land use, commissioners mostly had no issue with allowing these types of uses on an interim basis in the City of Montrose, so long as they did not hamper the expansion of the city and were sufficiently screened in order to lessen sightline impacts.

In response to these two concerns, staff has put together this planning report going over the potential options for how the city could look to revise its existing code. Both in regard to using the City's Comprehensive Plan as a means to direct solar farm locations away from areas of planned short-term development, and in requiring a screening component as a required aspect of any future commercial solar development.

The following items are attached for reference:

- Exhibit A: Existing Solar Ordinance
- Exhibit B: Chapter 1020: Fencing / Screening / Landscaping
- Exhibit B: 2040 Interim-Full Build Maps

Screening

Currently, the only fencing screening requirements in the language around solar farms is section 1031.4.4.L and section 1031.4.4.H. The first requires what is primarily meant to be a safety fence around the perimeter of the solar farm and has no requirement that the fence screen line of sight. The second section relates primarily to setbacks, but also includes a sentence at the end that, "solar farms shall be screened from adjacent residential uses in accordance with Section 1020-5, Required Landscape Screening." This referenced section of the comprehensive plan requires a green belt planting strip between any business, industrial and institutional property and an abutting residential property. It also optionally calls for additional fencing to supplement the green belt but does not require any specifically.

When examining how we could screen visibility of solar farms from residential preproperties and public roads, the three primary options are fencing, plantings, or earthen berms. In addition, a combination of one or more could be utilized in situations where necessary. Each of these has its own pros and cons.

Fences

Pros:

- Cheap and easy to install
- Excellent screening at eye level

Cons:

- Limited to a max of 8 feet in height by existing code
- Depending on material, not much of a visual upgrade to solar panels

Plantings

Pros:

- Visually pleasing and exciting
- Different species can provide screening at different heights when staggered

Cons:

- Trees and shrubs can die or fail to grow if not properly maintained
- Little to no screening during the initial time it takes for the trees to grow.

Berms

Pros:

- Natural Appearance
- Little shading impact on the solar collectors if designed properly

Cons:

- Moving earth to construct berms is very expensive

- Berm would need to have variable heights along its length in places to account for grade changes along the road
- Would need to be reviewed closely to ensure no negative stormwater runoff impacts.

Staff has little issue with how residential screening is currently being handled in the ordinance, other than that it should be made into its own condition unrelated to setbacks. Section 1020-5 is a part of the code already designed to mitigate negative sightlines on residential districts, and using green belts in this situation would most likely be the preferable solution for abutting homeowners, as opposed to a large fence or berm. This section does not directly regulate sightlines from roadways however, only taking effect in cases where the right-of-way separates the screened use from another residential district.

Staff recommends that language be added to the solar ordinance specifically requiring screening from right-of-way either as a combination of plantings and a fence, or plantings and a berm. Plantings provide screening from multiple viewing angles and have better visual appeal over either berms or fences. However, plantings also take time to grow into their own, and if implemented poorly can still leave gaps. Combining plantings with either berms or fences eliminates the lack of short-term screening and would cover any remaining sightline gaps.

One thing worth noting however, is the fact that these farms are an interim use, and that the land will eventually be repurposed. While a berm-planting combination may provide the best multidirectional screening, it also changes the grading of the site permanently, impacting future development costs.

Setbacks

Currently there is a flat setback of 100 feet from all property lines for a commercial solar farm. The only change recommended by staff would be to slightly increase this setback in the rare cases of a solar farm abutting a residential district. Ideally, a solar farm would not be located so close to a district with residents and urban utility service, but were it to occur, an expanded 150-foot setback, in addition to the screening requirements would negate almost all nuisances or impacts on homeowners.

Consistency with Comp Plan and Logical Growth

Currently there is no language in the conditions for an interim use permit to be granted to a commercial solar farm regarding the anticipated growth areas of the city as identified in the Comprehensive Plan. Solar Farms are not inherently at odds with a growing city. They provide large amount of construction jobs in their creation and require maintenance workers through their life span. They also provide tax base over the 30-year period they operate, often on land that would otherwise remain vacant or agriculture focused. However, the risk they do pose to expanding cities is in how they impact the logical expansion of the city's utility systems, and in the overall patterns of growth and development.

Solar farms do not require urban utility service and typically do not provide for their construction like a commercial or residential subdivision might. And the cost to reroute these utilities or roads around the sites are significant to both the developer, and the city, who typically credits the developer for providing utilities that would exceed the capacity requirements of their own site.

Currently, a solar farm which meets all the physical and site standards of the ordinance is not examined in relation to the city's interim growth plan, which projects areas of the city which are expected to see development with the next 20+ years within its AUAR area. It could locate as far or as close to current development activity as it wanted and the city would not have grounds to reject the permit application if it met all other standards.

While commissioners did not want to see full prohibition of solar farms on an interim basis, staff has the following recommendations or options to give commissioners more justification to reject solar farm proposals on a case by case basis, which they feel would negatively impact the growth of the city.

Reference to Comprehensive Plan

The simplest change would be to add a condition to the effect of "any proposed solar farm that would fall within the City's interim build scenario, as outlined and shown on page x of the Comprehensive Plan, is subject to review by commission and council for its consistency with the Comprehensive Plan, and the expected growth of the city within the period of the interim use permit" This is the least drastic change to the ordinance, but also has the weakest language in regards to being a condition for approval/denial.

Something to this effect should be included no matter what other changes are made in regard to location of interim solar farms, however staff feels that on its own it is not a strong enough condition to base an approval or denial option on.

Conditions for consistency

As a subsection to the above language regarding consistency, potential conditions for the proposal to meet could include:

1. The site should not immediately abut an existing development which utilizes urban utilities.
2. The site should not impede the logical extension of urban utilities or public right-of-ways in the area of the city's interim build scenario. This is subject to review of both the planning commission as well as the city engineer and public works director.

These example conditions give a bit more justification to the above consistency requirement, by setting hard requirements that must be met by a proposed commercial solar development. The issue however, is that this remains a condition based on planning commission approval, meaning a solar developer will have already gone through the site selection process and need to completely reevaluate if they are denied based on inconsistency with the growth plan.

Urban Development as a Permit Termination Event

This is a more drastic standard than simply requiring consistency with the interim build, but it is also more clearly defined for a solar developer who was deciding where to locate his development in the city. This option would treat utility extensions reaching the boundary of a solar farm's property line as an event which would terminate the interim use of the property. Interim uses must, as part of both city and state standards, identify the date or event which would terminate the interim use with certainty. This effectively would be adding a second scenario for termination besides the 30-year period of the permit. This scenario would be clearly defined in the language of both the ordinance and the issued permit itself. When a utility reached the property line of the farm, no matter the amount of time they have left from a date-based termination, the interim use permit would cease to exist. However, we could include a permit extension for its full period in cases where the solar operator agreed to continue the extension of those utilities.

At first glance this appears like a draconian requirement, however, it being clearly defined in the ordinance would mean that a solar developer would be well aware of the risk inherent in developing closer to the city and would be better able to evaluate his location options, rather than taking an application to commission and having it found that it was inconsistent with the interim build. It would also effectively help to steer solar farms to those areas around the city which are not projected for meaningful growth in the next thirty years. As well as allowing for the city to have an ability to use land that is primed for development, with utilities in place, without having to wait 10 to 15 years for the interim use permit to run its course.

Conclusion

We should expect that solar farms will become more common in the near future, as both governments and private electric utilities move further from fossil fuels for energy generation. And they can play a useful role in areas like Montrose as an interim use which provides moderate tax base and some employment on sites with little other development potential. However, when planned for poorly solar farms can impede a city's development rather than co-exist with it. Commissioners need to have a say in where they can be located, in how they will not negatively impact their surroundings, and generally how they will work in the long-term interests of the city.

Memorandum



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

From: Shawn Louwagie, P.E.
City Engineer

Date: July 2nd, 2019

Subject: TH 25 Improvements Project – Authorize Advertisement for Bids

Mayor Otto and Members of the City Council,

MnDOT staff has completed their review and signed off on the plans for the TH25 Improvements Project. With MnDOT 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.

Following the receipt of bids, a bid abstract will be developed and presented to City Council for consideration. The bid abstract is to be submitted to MnDOT staff for review and approval before the City may elect to award the project to the low bidder.

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

Staff requests that City Council authorize the advertisement for bids for the TH 25 Improvements Project.

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

Shawn Louwagie, P.E.
763.479.4724



Memorandum

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

From: Shawn Louwagie, P.E.
City Engineer

Date: July 2nd, 2019

Subject: Emerson Avenue Improvements Project – Authorize Request for Quotes

Mayor Otto and Members of the City Council,

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 MN State Statute 471.342.

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 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

Staff requests that City Council authorize the staff to Request Quotes for the Emerson Avenue Improvements Project.

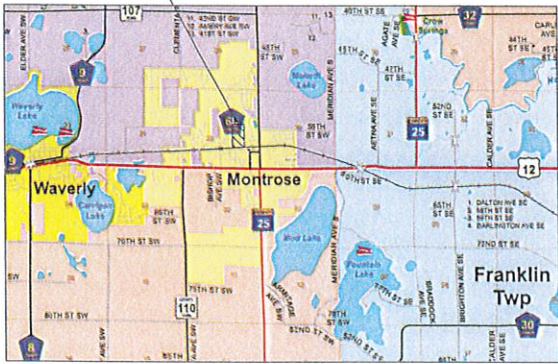
Please feel free to contact me if there are any questions.

Shawn Louwagie, P.E.
763.479.4724

Encl: Emerson Avenue Improvements Plans

CIVIL CONSTRUCTION PLANS FOR EMERSON AVENUE IMPROVEMENTS CITY OF MONTROSE MONTROSE, MINNESOTA

PROJECT LOCATION



PROJECT LOCATION MAP

PROJECT LIMITS



PROJECT VICINITY MAP

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G-100	COVER SHEET
C-101	EXISTING CONDITIONS
C-102	REMOVALS
C-103	GRADING, RESTORATION, & EROSION CONTROL PLAN
C-104	SITE PLAN
C-801	DETAILS

THIS PLAN SET CONTAINS 6 SHEETS.

MONTROSE CITY COUNCIL

Mayor
Council Member
Council Member
Council Member
Council Member
City Clerk

Michelle Otto
Lloyd Johnson
Ben Kuehl
Tom Marzalek
Kirby Moynagh
Deb Boelter



Responsive partners.
Exceptional solutions.
183 FOLKERT DR. CENTER
MONTROSE, MN 55050
PHONE: 507-435-4300
FAX: 507-435-4300
WWW.WENCK.COM

0.004



CITY OF MONTROSE
311 BUFFALO AVENUE SOUTH
MONTROSE, MN 55050

EMERSON AVENUE NORTH
STREET IMPROVEMENTS

PROJECT NO.

DATE

DESIGNED BY

CHECKED BY

DATE

DESCRIPTION

NOT FOR CONSTRUCTION

PROJECT NO.

DATE

DESIGNED BY

CHECKED BY

DATE

DESCRIPTION

PROJECT NO.

DATE

DESIGNED BY

CHECKED BY

DATE

DESCRIPTION

PROJECT NO.

DATE

DESIGNED BY

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PROJECT NO.

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CHECKED BY

DATE

DESCRIPTION

PROJECT NO.

DATE

DESIGNED BY

CHECKED BY

DATE

DESCRIPTION



PROJECT LOCATION
CITY OF MONTROSE
CITY OF MONTROSE
DISTRICT NO. 1

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THEY SHALL COORDINATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE TO CALL AT 1-811-464-0022 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND PIPES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE EN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. CALL BEFORE YOU DIG

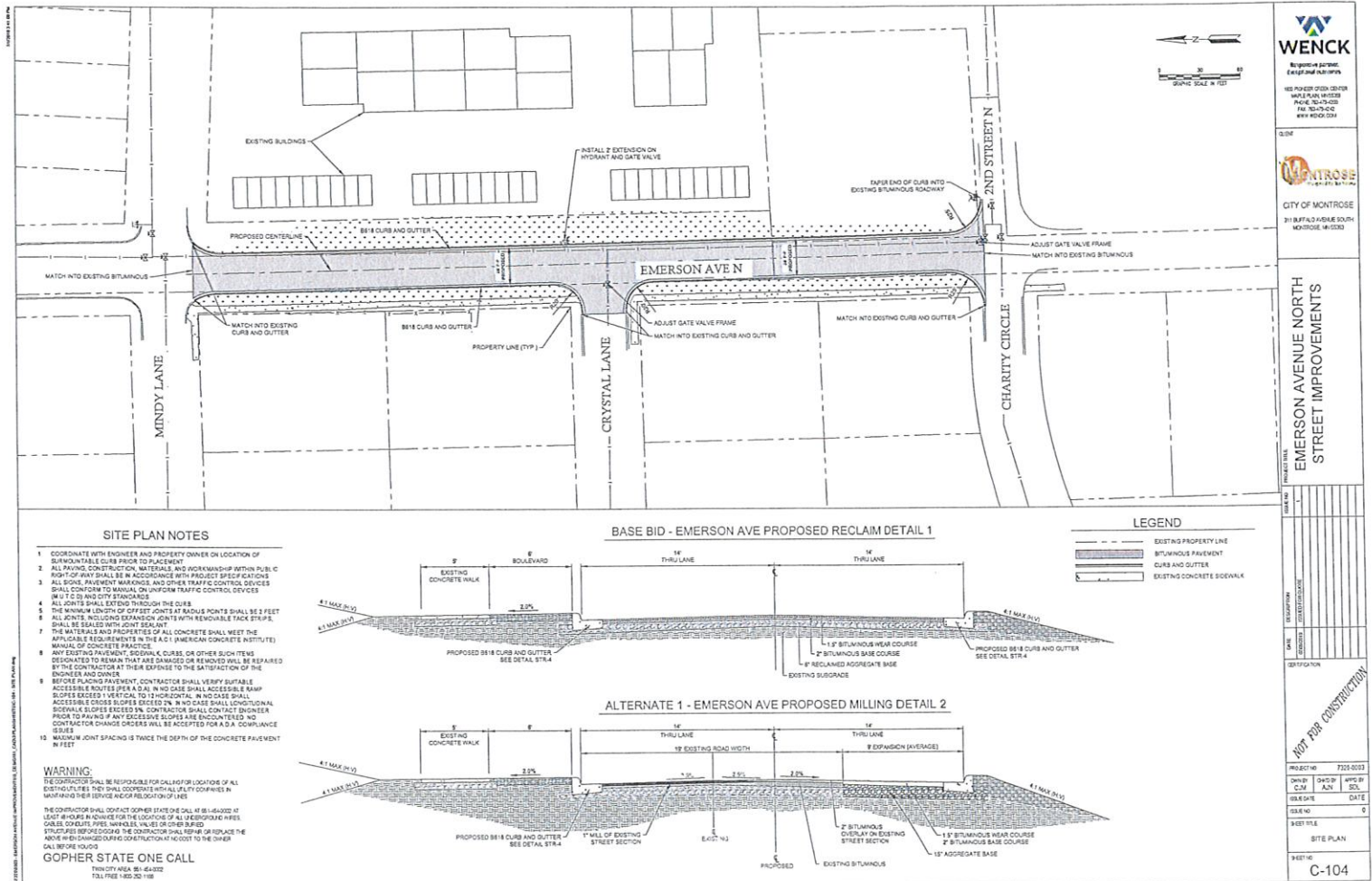
GOPHER STATE ONE CALL

THIRTIETH AREA 861-464-0022
TOLL FREE 1-855-321-1198





- WARNING:**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL
EXISTING UTILITIES. THE CONTRACTOR SHALL COOPERATE WITH ALL CITY COMPLETES IN
MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.
- THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 815-644-0232 AT
LEAST 48 HOURS IN ADVANCE FOR THE LOCATION OF ALL USED GROUND PIPES,
CABLES, COULDS, PIPES, MANHOLES, VALVES OR OTHER BURIED
STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THEM
WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE CITY OR
GOPHER STATE ONE CALL.
- GOPHER STATE ONE CALL**
- THIRTIETH AREA 815-644-0232
TOLL FREE 1-800-320-1106





Memorandum

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

From: Shawn Louwagie, P.E.
City Engineer

Date: July 2nd, 2019

Subject: Montrose Wastewater Treatment Plant – Sludge Removal Options

Mayor Otto and Members of the City Council,

Wenck staff have assisted the Public Works staff in evaluating options to address an issue occurring within the Montrose Wastewater Treatment Facility. 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.

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 1: Drum Filter/Vacuum System

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 2: Vac Box and Guzzler

This option utilizes vacuum to pull the sludge material into a storage box, which would be set aside once it gets filled 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 3: Mud Pump and Filter Bags

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 appropriately dewatered.

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

Name of Addressee
 Title of Addressee
 Company Name
 Date



Wenck staff recommends that one of the options outlined be trialed to determine the effectiveness of the sludge removal before a long-term plan is developed, with Option 1 as the recommended procedure.

Staff requests that City Council authorize Wenck staff to work with the Public Works staff and trial one of the options outlined above.

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

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

RESOLUTION NO. 2019-14

**A RESOLUTION APPROVING MINNESOTA DEPARTMENT OF TRANSPORTATION AGREEMENT
No. 1032034**

IT IS RESOLVED, that the City of Montrose must enter into Minnesota Department of Transportation (MN DOT) Agreement No. 1032034 with the State of Minnesota, Department, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the storm sewer and pedestrian improvement construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 25 from 7th Street South to Trunk Highway No. 12 within the corporate City limits under State Project No. 8603-10 (25=025).

IT IS FURTHER RESOLVED that the Mayor and City Clerk-Treasurer are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of Montrose, Minnesota this 8th day of July, 2019.

Michelle Otto
Mayor
City of Montrose

Attested:

Deborah R. Boelter
City Clerk-Treasurer
City of Montrose

**RESOLUTION CERTIFICATION
CITY OF MONTROSE, MINNESOTA**

I certify that the above Resolution No. 2019-14 is an accurate copy of the Resolution adopted by the City Council of the City of Montrose, Minnesota at an authorized meeting held on the 8th day of July, 2019, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public _____.

My Commission Expires _____ / _____ / _____.

June 13, 2019

Deb Boelter
City Clerk/Treasurer
City of Montrose
311 Buffalo Avenue South
Montrose, MN 55363

RE: S.P. 8603-10, (T.H. 25=025)
Proposed Cooperative Construction Agreement No. 1032034
State cost for drainage, pedestrian improvements and mill/overlay on TH 25

Dear Ms. Boelter:

Please present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City Officers on two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

The executed agreements and resolutions (two originals of each) should be sent to me as soon as possible. A copy will be returned to the City when fully executed.

Please contact me at 218-828-5708 with any questions.

Sincerely,



Brett Stark
District 3 State Aid Assistant

Cc: Shawn Louwagie, Wenk
(Letter only) Malaki Ruranika
Kelvin Howieson
Darren Nelson
Jeff Eggert
Rob Abfalter

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
and
CITY OF MONTROSE
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>8603-10</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>25=025</u>	<u>\$597,546.53</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Montrose acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous mill & surfacing, bituminous trail, utility improvements, storm sewer, restoration construction and other associated construction upon, along, and adjacent to Trunk Highway No. 25 from 7th Street South to Trunk Highway No. 12 according to City-prepared plans, specifications, and special provisions designated by the City and by the State as State Project No. 8603-10 (T.H. 25=025) ("Project"); and
2. The City requests the State participate in the costs of the storm sewer and pedestrian improvement construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State Aid-approved City plans, specifications, and special provisions designated by the City and by the State as State Project No. 8603-10 (T.H. 25=025) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. **Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party

written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. *Contract Terms.* The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. *Direction, Supervision, and Inspection of Construction.*

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Baxter five days' notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. *Contaminated Soils and Groundwater within the State's Cost Participation Limits.*

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to MnDOT, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.8. *Completion of Construction.* The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official

and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.9. Plan Changes. The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

- A. The necessary State funds have been encumbered.
- B. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

3.10. Compliance with Laws, Ordinances, and Regulations. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1.** The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Montrose to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. Limited Use Permit No. 8601-0008.** The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of multi-use trail to be constructed upon the State's Right-of-Way.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 5.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.4. **Multi-Use Trail.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition.
- 5.5. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

6. Basis of State Cost

- 6.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. **State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.
- A. 100 Percent will be the State's rate of cost participation in all of the storm sewer and pedestrian improvement construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 and No. 3 of the Preliminary Schedule "I".
- 6.3. **Construction Engineering Costs.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.
- 6.4. **Addenda, Change Orders, Supplemental Agreements, and Work Orders.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 6.5. **Liquidated Damages.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. State Cost and Payment by the State

- 7.1. **State Cost.** \$597,546.53 is the State's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost share and an \$80,000.00 contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover overruns of the plans estimated quantities of State participation construction and State approved additional construction including construction engineering costs.

- 7.2. Conditions of Payment.** The State will pay the City the State's total estimated construction cost share, which does not include the 8 percent construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Encumbrance by the State of the State's total estimated construction cost share, the 8 percent construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
 - B. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
 - C. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 7.3. Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the State participation construction shown in Article 6, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.
- 7.4. Construction Costs Exceeding Encumbered Amount.** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.
- Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.
- 7.5. Records Keeping and Invoicing by the City.** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- D. Copies of all construction contract change orders, supplemental agreements, and work orders.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the District Engineer.
- H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

7.6. Final Payment by the State. Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Deb Boelter, City Clerk/Treasurer (or successor)
 Address: 311 Buffalo Avenue South, Montrose, MN 55363
 Telephone: (763) 575-7425
 E-Mail: dboelter@montrose-mn.com

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

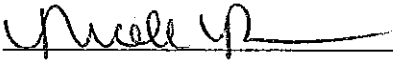
16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: 

Date: 6-4-19

SWIFT Purchase Order: 3000476972

CITY OF MONTROSE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

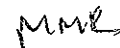
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



PRELIMINARY SCHEDULE "I"

Agreement No. 1032034

City of Montrose

Preliminary: May 10, 2019

S.P. 8603-10 (T.H. 25-025)

State Funds

Grading, bituminous mill & surfacing, bituminous trail, utility improvements, storm sewer, and restoration construction to start approximately August 8, 2019 under

City Contract with

located on T.H. 25 from 7th Street South to T.H. 12

STATE COST PARTICIPATION

Storm Sewer and Pedestrian Improvement Construction (From Sheet No. 3)	479,209.75
(1) Subtotal	\$479,209.75
Construction Engineering (8%)	38,336.78
Subtotal	\$517,546.53
(2) Contingency Amount	80,000.00
Encumbered Amount	\$597,546.53

(1) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

(2) For the State's use only as described in Article 7.1 of the Agreement

ITEM NUMBER	S.P. 8603-10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.63	40,000.00	25,200.00
2104.502	SALVAGE MAIL BOX AND SUPPORT	EACH	6.00	100.00	600.00
2104.502	REMOVE PIPE APRON	EACH	1.00	250.00	250.00
2104.502	SALVAGE PIPE APRON	EACH	1.00	250.00	250.00
2104.503	SAWING BITUMINOUS PAVEMENT	LIN FT	2,298.00	3.00	6,894.00
2104.503	REMOVE PIPE CULVERTS	LIN FT	245.00	10.00	2,450.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	214.00	7.00	1,498.00
2104.507	REMOVE AGGREGATE	CU YD	179.00	10.00	1,790.00
2105.504	GEOTEXTILE FABRIC TYPE 4	SQ YD	12.00	4.00	48.00
2105.507	COMMON EXCAVATION	CU YD	200.00	16.00	3,200.00
2105.507	SUBGRADE EXCAVATION	CU YD	998.00	16.00	15,968.00
2105.507	COMMON BORROW (CV)	CU YD	400.00	25.00	10,000.00
2105.607	COMMON BORROW SPECIAL (CV)	CU YD	998.00	30.00	29,940.00
2118.609	AGGREGATE SURFACING SPECIAL	TON	93.00	40.00	3,720.00
2211.509	AGGREGATE BASE CLASS 6	TON	870.00	30.00	26,100.00
2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	7,850.00	5.00	39,250.00
2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LIN FT	1,852.00	3.00	5,556.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	25.00	3.00	75.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	1,540.00	80.00	123,200.00
2451.507	FINE AGGREGATE BEDDING	CU YD	323.00	10.00	3,230.00
2501.502	15" RC PIPE APRON	EACH	1.00	3,000.00	3,000.00
2501.502	24" RC PIPE APRON	EACH	1.00	3,750.00	3,750.00
2502.503	4" PE PIPE DRAIN	LIN FT	1,785.00	12.00	21,420.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	304.00	35.00	10,640.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	413.00	35.00	14,455.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	16.00	35.00	560.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	30.00	45.00	1,350.00
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	15.00	50.00	750.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	6.00	1,500.00	9,000.00
2503.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,500.00	1,500.00
2506.502	CASTING ASSEMBLY	EACH	12.00	400.00	4,800.00
2506.503	CONST DRAINAGE STRUCTURE - DESIGN G	LIN FT	12.10	450.00	5,445.00
2506.503	CONST DRAINAGE STRUCTURE - DESIGN N	LIN FT	6.40	450.00	2,880.00
2506.503	CONST DRAINAGE STRUCTURE - DESIGN SD-48	LIN FT	10.80		

[illegible]

**Montrose City Attorney
Council Update
July 2019**

Topic: TH25 Street Improvement Project

The court case was filed several months ago. I expect 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 us 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 + to complete, but will not impact the improvement project.

Council Action – no action; information only

Topic: Annexation

In 2008, the City and Marysville Township submitted an Orderly Annexation Agreement (OAA) to the state, which controlled how certain property in the township could be annexed into the City. When my office took over as City attorney, I was asked to look into outstanding annexation issues. I 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 hearing procedure in place at the time of its passage had not been followed.

Council also requested that I facilitate the annexation of a piece of City-owned property (Commonly referred to as the "Hertzog Parcel"). This property is within the Marysville OAA area. However, because of my previous conversation 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.

In June, we 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 you won't have to renegotiate an agreement with the township. However, that means that they are rejecting our annexation by ordinance, and that we must annex the property by joint resolution.

I have prepared a joint resolution and it has been reviewed by the township's attorney. He did not have any edits, and is going to recommend approval at the township's meeting on July 29th.

Council Action – motion to approve resolution

Topic: Epple Well Property

Purchase of the Property was completed on June 26th. Because this property is located within the Marysville OAA, we will have to annex by joint resolution. I have prepared a joint resolution and it has been reviewed by the township's attorney. He did not have any edits, and is going to recommend approval at the township's meeting on July 29th.

Council Action – motion to approve resolution

Topic: 121 Hill Street

In 2018, the City was notified that this property 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 D&U easement, is causing the neighboring property's yard to erode, and may be affecting the neighboring home. Staff believes this project is still under the threshold to require a grading permit, but it would qualify as a nuisance under Chapter 55.

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 Council on if/how to pursue enforcement. The City has the following options:

1. Abatement pursuant to the new section 55.08
2. Administrative enforcement (fines)
3. Criminal Prosecution

Council Action – direct staff on whether to pursue enforcement