



**CITY COUNCIL AGENDA—REGULAR MEETING**  
**Monday, October 14, 2019 7:00 PM**

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

Montrose Community Center  
 200 Center Avenue South  
 Montrose, MN 55363

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. INVOCATION**

A. Pastor Paul Baker – Montrose Methodist Church

**4. PLEDGE OF ALLEGIANCE**

**5. APPROVAL OF AGENDA**

**6. APPROVAL OF CONSENT AGENDA**

**A. Minutes**

1. August 21, 2019 Joint City Council and Montrose Streetscape Committee Meeting – prepared by D. Boelter
2. September 9, 2019 Regular City Council Meeting – prepared by D. Boelter
3. September 23, 2019 City Council Workshop – prepared by H. Dahlim

**B. Accounts Payable**

1. City, October 14, 2019 – prepared by W. Manson
2. Fire Department, October 14, 2019 – prepared by W. Manson

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

**D. Reschedule the November 20, 2019 Planning and Zoning Commission Meeting**

1. Reschedule Wednesday, November 20, 2019 Planning and Zoning Commission Meeting to Wednesday, November 13, 2019 at 7:00 p.m. in the Montrose Community Center

**E. Reschedule the December 18, 2019 Planning and Zoning Commission Meeting**

1. Reschedule Wednesday, December 18, 2019 Planning and Zoning Commission Meeting to Wednesday, December 11, 2019 at 7:00 p.m. in the Montrose Community Center

F. Resolution No. 2019-31 – Designate the Year 2020 Election Polling Location

1. Resolution No. 2019-31 – *A Resolution Designating the 2020 Election Polling Location For the City of Montrose*

7. **OPEN FORUM**

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

- A. September, 2019 Monthly Report

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

A. City Council

1. Monthly Activity Report

B. Montrose Fire Department

1. September, 2019 Activity Report
2. Resignation of Mr. Matt Menard – Effective September 9, 2019
  - a) Mr. Matt Menard was a member of the Montrose Fire Department for twelve (12) years and seventeen (17) days. Mr. Menard also served as an Officer on the Montrose Fire Department for several years.

C. Park and Recreation Commission

1. October 7, 2019 Park and Recreation Commission Meeting Minutes

D. Planning and Zoning Commission

1. September 11, 2019 Planning and Zoning Commission Meeting Minutes

E. Administration

1. United States (U.S.) Census Bureau – Job Recruitment
2. U.S. Census Bureau – Complete Count Committee
3. Code Enforcement Update
4. Resolution 2019-29 – *A Resolution Allowing the Assessment of Unpaid Utilities to the 2020 Taxes*
5. Resolution 2019-30 – *A Resolution Allowing the Assessment of Unpaid Charges to the 2020 Taxes*

10. **OLD BUSINESS**

- A. Joint Resolution No. 2019-01 – *A Joint Resolution and Agreement for Orderly Annexation of Land to the City of Montrose (Hertzog Property)*
- B. Joint Resolution No. 2019-02 – *A Joint Resolution and Agreement for Orderly Annexation of Land to the City of Montrose (Epple Property)*

11. **NEW BUSINESS**

- A. Request For Council Action – Utility Bill Adjustment

B. Minnesota Public Facilities Authority - Bond Purchase and Project Loan Agreement

1. Minnesota Public Facilities Authority (P.F.A.) Bond Purchase and Project Loan Agreement
2. Resolution No. 2019-32 – *A Resolution Accepting the Offer of the Minnesota Public Facilities Authority to Purchase a \$1,377,092 General Obligation Taxable Water Revenue Note of 2019,*

*Providing for its Issuance and Authorizing Execution of a Bond Purchase and Project Loan Agreement*

**12. UPCOMING MEETINGS**

- A. City Council Workshop – Monday, October 28, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- B. Park and Recreation Commission Meeting – November 4, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- C. Regular City Council Meeting – Tuesday, November 12, 2019 at 7:00 p.m. in the Montrose Community Center
- D. Planning and Zoning Commission Meeting – Wednesday, November 13, 2019 at 7:00 p.m. in the Montrose Community Center
- E. City Council Workshop – Monday, November 25, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

**13. ACKNOWLEDGEMENTS**

**14. CLOSED SESSION**

**15. ADJOURNMENT**

City of Montrose  
 Joint City Council and Montrose Streetscape Committee Meeting  
 Montrose City Hall  
 311 Buffalo Avenue South  
 Wednesday, August 21, 2019  
 5:00 P.M.

**1. CALL TO ORDER**

**Pursuant** to call and notice the Joint City Council and Montrose Streetscape Committee met on August 21, 2019 at 5:00 p.m.

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

**2. ROLL CALL**

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

Montrose Streetscape Committee Members Present: Ms. Ellen Sones  
 Ms. Sylvia Henry

Montrose Streetscape Committee Members Absent: Mr. Graham Sones

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

**3. APPROVAL OF MINUTES**

A. June 19, 2019 U.S. Highway 12 Development Committee Meeting

**Council Member Kuehl motioned to approve the U.S. Highway 12 Development Committee minutes of June 19, 2019. Ms. Sylvia Henry seconded the motion. Motion carried 3-0.**

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

A. Discussion Regarding Improvements to the U.S. Highway 12 Boulevard

Council Member Kuehl shared his concerns regarding the cost of the Montrose Streetscape Committee's proposed improvements to the U.S. Highway 12 Corridor in conjunction with the Minnesota Department of Transportation (MN DOT)'s Year 2022 Improvement Project.

The City Council and staff also shared their concerns about the ability to acquire land from property owners along the U.S. Highway 12 Corridor to make the proposed improvements. They determined that many of the businesses did not have enough land adjacent to U.S. Highway 12 for the City to purchase to make the proposed boulevard improvements that the Montrose Streetscape Committee was recommending.

The City Council and Montrose Streetscape Committee discussed the improvements proposed by the Committee and it was determined that it was not financially feasible for the City to fund the improvements on the U.S. Highway 12 Corridor.

Ms. Sones asked about installing a pedestrian light at the intersection of U.S. Highway 12 and Center Avenue South that was similar to the one on U.S. Highway 12 in Maple Plain, Minnesota. Mayor Otto stated that the light installed in Maple Plain, Minnesota was extremely expensive and shared her concerns about the City having to fund this type of improvement.

City staff stated that MN DOT has proposed lighting improvements to the intersection at U.S. Highway 12 and Center Avenue South that have proved effective in other communities and would cost approximately \$17,000. The City Council discussed and were in agreement that the City staff should continue discussions with MN DOT for the installation of the new lighting system that they proposed.

Ms. Sones addressed the City Council and stated that the flower beds that were initially installed on U.S. Highway 12 with the *Initiative Foundation's* grant money need additional perennials planted. Ms. Boelter asked Ms. Sones if she would be willing to evaluate the plants located at 230 – 3<sup>rd</sup> Street South and work with the City's Public Works Department to move some of the perennials to the flower beds on U.S. Highway 12. Ms. Sones stated that she would evaluate the plantings located on the property at 230 – 3<sup>rd</sup> Street South to determine if they could be transplanted to the flower beds on U.S. Highway 12.

Ms. Sones also addressed the City Council to talk about the possibility of the City purchasing trees to be installed in some of the City's boulevards. Ms. Boelter stated that in a former city that she worked in, they provided property owners with one (1) or two (2) trees in the boulevard on their property. After the trees were planted by the city, it was the property owner's responsibility to water them and maintain them. If the tree died due to the property owner not caring for the tree, the City did not replace the tree.

The City Council discussed and directed City staff to research any possible grant funding opportunities to purchase trees to be planted in the boulevards in residential neighborhoods.

Council Member Kuehl asked Ms. Boelter to have the Public Works Department trim the trees on Clementa Avenue. Council Member Kuehl said that the overgrowth of the trees in covering the speed limit signs on Clementa Avenue.

## 5. ADJOURNMENT

Council Member Kuehl motioned to adjourn the Montrose Streetscape Committee Meeting at 6:15 p.m. Ms. Sylvia Henry seconded the motion. Motion carried 7-0.

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Michelle Otto  
Mayor  
City of Montrose

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Sylvia Henry  
Chair  
Montrose Streetscape Committee

ATTEST:

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

City of Montrose  
 Regular City Council Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Monday, September 9, 2019  
 7:00 P.M.

**1. CALL TO ORDER**

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, September 9, 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. Pastor Cathy Jones – House of Grace

Pastor Cathy Jones 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 stated that the Agenda needs to be amended to add the following three (3) Resolutions to Agenda item:

**11. NEW BUSINESS**

A. Year 2020 Preliminary General Fund Budget and Levy

1. Resolution 2019-26 *A Resolution Authorizing Decrease to Levy for Crossover Bond 2010A*
2. Resolution 2019-27 *A Resolution Authorizing Levy to Replace Lost Sewer and Water Access Fees and Trunk Area Fees Due to a Reduction in New Construction and Development*
3. Resolution 2019-28 *A Resolution Authorizing Decrease to Levy for G.O. Street Reconstruction Bond 2017A*

Council Member Marszalek motioned to approve the September 9, 2019 Regular City Council Meeting Agenda with the aforementioned amendments. Council Member Kuehl seconded the motion. Motion carried 5-0.

**6. APPROVAL OF THE CONSENT AGENDA**

#### A. Minutes

1. Accepted the minutes of the August 12, 2019 Regular City Council Meeting.
2. Accepted the minutes of the August 26, 2019 Special City Council Meeting.
3. Accepted the minutes of the August 26, 2019 City Council Budget Workshop.

#### B. Accounts Payable

1. Approved the September 9, 2019 Accounts Payable for the City of Montrose.
2. Approved the September 9, 2019 Accounts Payable for the Montrose Fire Department.

#### C. Approved the Monthly Utility Adjustments for August, 2019.

#### D. Schedule an Open House – Minnesota Department of Transportation – Monday, September 23, 2019

1. Scheduled an Open House on Monday, September 23, 2019 from 6:00 p.m. to 8:00 p.m. to be held in the Montrose Community Center. The purpose of the Open House is for the general public to review the proposed Year 2022 United States (U.S.) Highway 12 Improvement Project with representatives from the Minnesota Department of Transportation (MN DOT).

#### E. Reschedule the November 11, 2019 Regular City Council Meeting

1. Rescheduled the Monday, November 11, 2019 Regular City Council Meeting to Tuesday, November 12, 2019 at 7:00 p.m. in the Montrose Community Center due to the Veteran's Day Holiday

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

### 7. OPEN FORUM

Wright County Sheriff, Mr. Sean Deringer, addressed the City Council.

Mr. Deringer said that he is available at any time for any questions and/or concerns the City Council and staff may have.

Mayor Otto asked Mr. Deringer what role the Wright County Sheriff's Office plays in helping the City of Montrose with enforcement of the City's Ordinances. Mr. Deringer stated that it depends on the particular Ordinance. He continued by stating that someone not mowing their lawn would not be enforced by the Sheriff's Office; however, parking violations would be enforced by the Deputies. Mr. Deringer stated that any City Ordinances that would be enforceable by issuing a citation, would be handled by the Sheriff's Office and prosecuted through the Wright County Attorney's Office.

Mr. Deringer discussed the recently approved Year 2020 through 2021 Contract for law enforcement services within the City of Montrose. He continued by stating that the five percent (5%) increase was due to the following factors:

1. The Wright County Sheriff's Office is trying to become more competitive and improve employee retention by conducting a *Competent Class Study*.
2. Ford has cornered the market when it comes to their law enforcement vehicles and in the year 2020, they have increased the price of new squad cars approximately \$6,500.00 per vehicle.
3. The cost of continuing education for Law Enforcement Officers to meet the requirements of the Minnesota Board of Peace Officers Standards and Training (P.O.S.T.).

Mr. Deringer stated that he does not anticipate another five percent (5%) increase in any future Contracts.

### 8. WRIGHT COUNTY SHERIFF'S OFFICE

#### A. August, 2019 Monthly Report

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

Deputy Gerads stated that there has been an increase in accidents at the intersection of Wright County Highway Twelve (12) and Charity Lane North with the traffic being redirected from State Highway Twenty-Five (25) to Wright County Highway 12.

Mayor Otto shared her concerns about traffic not stopping for pedestrians at the City's crosswalks. Deputy Gerads stated that Wright County Sheriff's Office's Deputies monitor the crosswalks when time allows. Mayor Otto asked Deputy Gerads to monitor certain crosswalks within the City of Montrose.

## 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. August, 2019 Activity Report

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

#### 2. Authorization to Send Four (4) Fire Department Officers to the Minnesota Fire Chief's Conference

- a) Authorize all expenses to be paid for four (4) Fire Department Officers to attend the Minnesota Fire Chief's Conference from October 16, 2019 through October 21, 2019 in Duluth, Minnesota.

Mr. Triplett requested authorization for four (4) Fire Department Officers to attend the Minnesota Fire Chief's Conference from October 16, 2019 through October 21, 2019 in Duluth, Minnesota.

**Council Member Moynagh motioned to authorize all expenses to be paid for four (4) Montrose Fire Department Officers to attend the Minnesota Fire Chief's Conference from October 16, 2019 through October 21, 2019 in Duluth, Minnesota. Council Member Marszalek seconded the motion. Motion carried 5-0.**

#### 3. Resignation of Ms. Jessica Binkley – Effective August 29, 2019

- a) Ms. Jessica Binkley was a member of the Montrose Fire Department for two (2) years, two (2) months and seventeen (17) days.

Mr. Triplett acknowledged Ms. Jessica Binkley for her volunteer service to the Montrose Fire Department for two (2) years, two (2) months and seventeen (17) days.

**Council Member Kuehl Marszalek motioned to accept the resignation of Ms. Jessica Binkley from the Montrose Fire Department effective August 29, 2019. Council Member Moynagh seconded the motion. Motion carried 5-0.**

#### 4. Montrose Fire Department Information

- a) Mr. Tom Marketon was appointed to Assistant Fire Chief effective September 9, 2019.

Mr. Triplett announced that Mr. Tom Marketon was appointed to Assistant Fire Chief effective September 9, 2019 to December 31, 2019.



5. Montrose Fire Department – Appointment of Chief

- a) Appoint Mr. Kevin Triplett to the position of Montrose Fire Department Chief for the term two (2) year term of January 1, 2020 to December 31, 2021.

Ms. Boelter stated that the Montrose Fire Department posted for the position of Department Chief. Only one (1) application was received from the current Chief, Mr. Kevin Triplett.

City staff is recommending that the City Council appoint Mr. Triplett to the position of Montrose Fire Department Chief for the two (2) year term of January 1, 2020 to December 31, 2021.

**Council Member Marszalek motioned to appoint Mr. Triplett to the position of Montrose Fire Department Chief for the two (2) year term of January 1, 2020 to December 31, 2021. Council Member Kuehl seconded the motion. Motion carried 5-0.**

6. Resolution No. 2019-21 – Montrose Fire Department – Increase Retirement Plan Benefit Level

- a) Resolution No. 2019-21 – *A Resolution Opting to Increase the Benefit Level for Firefighters who are vested in the Voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan.*

Mr. Mike Marketon, Relief Association Treasurer presented Resolution No. 2019-21 requesting that the benefit level for Firefighters who are vested in the Voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan increased to \$4,000.00 per year of service, effective January 1, 2020.

**Council Member Moynagh motioned to adopt Resolution No. 2019-21 – *A Resolution Opting to Increase the Benefit Level for Firefighters who are vested in the Voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan.* Council Member Johnson seconded the motion. Motion carried 5-0.**

C. Park and Recreation Commission

1. September 4, 2019 Park and Recreation Commission Meeting Minutes

Mr. Matt Russell, Park and Recreation Chair, gave an overview of the items discussed at the September 4, 2019 Park and Recreation Commission Meeting.

D. Planning and Zoning Commission

1. August 21, 2019 Planning and Zoning Commission Meeting Minutes

Ms. Boelter gave an overview of the items discussed at the August 21, 2019 Planning and Zoning Commission Meeting.

10. NO OLD BUSINESS.

11. NEW BUSINESS

A. Year 2020 Preliminary General Fund Budget and Levy

Ms. Boelter stated that the Year 2020 General Fund Budget and Levy before the City Council for their consideration is the same as it was presented and discussed at the August 26, 2019 City Council Budget Workshop. She continued by stating that if the City Council is still in agreement with the Year 2020 Preliminary General Fund Budget and Levy, a motion and second is needed to approve both.

**Council Member Kuehl motioned to approve the Year 2020 Preliminary General Fund Budget and Levy as presented. Council Member Moynagh seconded the motion.**

Council Member Johnson asked about the \$10,000.00 that was added to Administration wages and salaries. Ms. Manson stated that the increase was added to move the Administrative Assistant from part-time to full-time employment on January 1, 2020.

**Motion carried 5-0.**

Ms. Boelter stated that the following Resolutions need to be adopted by the City Council.

1. Resolution 2019-26 *A Resolution Authorizing Decrease to Levy for Crossover Bond 2010A*

**Council Member Moynagh motioned to adopt Resolution 2019-26 A Resolution Authorizing Decrease to Levy for Crossover Bond 2010A. Council Member Kuehl seconded the motion. Motion carried 5-0.**

2. Resolution 2019-27 *A Resolution Authorizing Levy to Replace Lost Sewer and Water Access Fees and Trunk Area Fees Due to a Reduction in New Construction and Development*

**Council Member Marszalek motioned to adopt Resolution 2019-27 A Resolution Authorizing Levy to Replace Lost Sewer and Water Access Fees and Trunk Area Fees Due to a Reduction in New Construction and Development. Council Member Kuehl seconded the motion. Motion carried 5-0.**

3. Resolution 2019-28 *A Resolution Authorizing Decrease to Levy for G. O. Street Reconstruction Bond 2017A*

**Council Member Kuehl motioned to adopt Resolution 2019-28 A Resolution Authorizing Decrease to Levy for G. O. Street Reconstruction Bond 2017A. Council Member Moynagh seconded the motion. Motion carried 5-0.**

**B. Franchise Fee Ordinances and Resolutions**

Ms. Boelter stated that the City Council considered the implementation of electric franchise fees with both Xcel Energy and Wright-Hennepin Cooperative Electric Association and a gas franchise fee with Xcel Energy at their August 26, 2019 Special City Council Meeting. Below are the Ordinances that the City Council must adopt to implement the franchise fees. She continued by stating that she also included a Resolution with each Ordinance that allows the City to publish a summary of the Ordinance in the newspaper.

1. Ordinance No. 2019-08 *An Ordinance Granting To Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, Permission To Erect A Gas Distribution System For The Purposes Of Constructing, Operating, Repairing And Maintaining In The City Of Montrose, Minnesota, The Necessary Gas Pipes, Mains And Appurtenances For The Transmission Or Distribution Of Gas To The City And Its Inhabitants And Others And Transmitting Gas Into And Through The City And To Use The Public Grounds And Public Ways Of The City For Such Purposes*

**Council Member Marszalek motioned to adopt Ordinance No. 2019-08 An Ordinance Granting To Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, Permission To Erect A Gas Distribution System For The Purposes Of Constructing, Operating, Repairing And Maintaining In The City Of Montrose, Minnesota, The Necessary Gas Pipes, Mains And Appurtenances For The Transmission Or Distribution Of Gas To The City And Its Inhabitants And Others And Transmitting Gas Into And Through The City And To Use The Public Grounds And Public Ways Of The City For Such Purposes. Council Member Kuehl seconded the motion. Motion carried 5-0.**

2. Resolution 2019-22 *A Resolution Authorizing Summary Publication Of Ordinance 2019-08 An Ordinance Granting To Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, Permission To Erect A Gas Distribution System For The Purposes Of Constructing, Operating, Repairing And Maintaining In The City Of Montrose, Minnesota, The Necessary Gas Pipes, Mains And Appurtenances For The Transmission Or Distribution Of Gas*

*To The City And Its Inhabitants And Others And Transmitting Gas Into And Through The City And To Use The Public Grounds And Public Ways Of The City For Such Purposes*

**Council Member Kuehl motioned to adopt Resolution 2019-22 A Resolution Authorizing Summary Publication Of Ordinance 2019-08 An Ordinance Granting To Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, Permission To Erect A Gas Distribution System For The Purposes Of Constructing, Operating, Repairing And Maintaining In The City Of Montrose, Minnesota, The Necessary Gas Pipes, Mains And Appurtenances For The Transmission Or Distribution Of Gas To The City And Its Inhabitants And Others And Transmitting Gas Into And Through The City And To Use The Public Grounds And Public Ways Of The City For Such Purposes. Council Member Moynagh seconded the motion. Motion carried 5-0.**

3. *Ordinance No. 2019-09 An Ordinance Implementing A Gas Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Gas Service Within The City Of Montrose*

**Council Member Marszalek motioned to adopt Ordinance No. 2019-09 An Ordinance Implementing A Gas Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Gas Service Within The City Of Montrose. Council Member Moynagh seconded. Motion carried 5-0.**

4. *Resolution 2019-23 A Resolution Authorizing Summary Publication Of Ordinance 2019-09 An Ordinance Implementing A Gas Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Gas Service Within The City Of Montrose*

**Council Member Kuehl motioned to adopt Resolution 2019-23 A Resolution Authorizing Summary Publication Of Ordinance 2019-09 An Ordinance Implementing A Gas Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Gas Service Within The City Of Montrose. Council Member Moynagh seconded the motion. Motion carried 5-0.**

5. *Ordinance 2019-10 An Ordinance Implementing An Electric Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose*

**Council Member Marszalek motioned to adopt Ordinance 2019-10 An Ordinance Implementing An Electric Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose. Council Member Kuehl seconded the motion. Motion carried 5-0.**

6. *Resolution 2019-24 A Resolution Authorizing Summary Publication Of Ordinance 2019-10 An Ordinance Implementing An Electric Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose*

**Council Member Moynagh motioned to adopt Resolution 2019-24 A Resolution Authorizing Summary Publication Of Ordinance 2019-10 An Ordinance Implementing An Electric Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose. Council Member Kuehl seconded the motion. Motion carried 5-0.**

7. *Ordinance 2019-11 An Ordinance Implementing An Electric Service Franchise Fee On Wright-Hennepin Cooperative Electric Association, A Minnesota Cooperative Organization, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose*

**Council Member Kuehl motioned to adopt Ordinance 2019-11 An Ordinance Implementing An Electric Service Franchise Fee On Wright-Hennepin Cooperative Electric Association, A**

**Minnesota Cooperative Organization, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose. Council Member Moynagh seconded the motion. Motion carried 5-0.**

8. Resolution 2019-25 A Resolution Authorizing Summary Publication Of Ordinance 2019-11 An Ordinance Implementing An Electric Service Franchise Fee On Wright-Hennepin Cooperative Electric Association, A Minnesota Cooperative Organization, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose

**Council Member Kuehl motioned to adopt Resolution 2019-25 A Resolution Authorizing Summary Publication Of Ordinance 2019-11 An Ordinance Implementing An Electric Service Franchise Fee On Wright-Hennepin Cooperative Electric Association, A Minnesota Cooperative Organization, Its Successors And Assigns, For Providing Electric Service Within The City Of Montrose. Council Member Moynagh seconded the motion. Motion carried 5-0.**

#### B. City Administrator Position Discussion

Ms. Boelter stated that she was directed by the Personnel Committee to put this item on the Agenda for tonight's Regular City Council Meeting.

**Council Member Marszalek motioned to appoint Ms. Deb Boelter as City Administrator without a probation period. Council Member Kuehl seconded the motion.**

Council Member Johnson asked who had the idea to move Ms. Boelter to the position of City Administrator and cost the City more money. Council Member Marszalek stated that it was a joint decision made by the Personnel Committee. Mayor Otto stated that it was brought up by the Personnel Committee to make different improvements to the City. Council Member Marszalek stated that there is a lot of things going on in the City of Montrose and we need someone who has their pulse on the day-to-day operations and can run the City. He continued by stating that there is already someone in the position who has been doing the City Administrator work.

Council Member Marszalek stated that the amount of money is miniscule when you look at the data that was prepared showing what other cities that are similar in size to Montrose are paying their City Administrators.

Council Member Johnson asked what the City is going to gain by making Ms. Boelter the City Administrator. Council Member Marszalek stated that the City is going to gain a management person who can manage the City from top to bottom. He continued by stating that Ms. Boelter would supervise the Public Works Department Director, Mr. Wayne McCormick.

Council Member Johnson asked Mr. McCormick if he felt that he needed a supervisor. Mr. McCormick stated no; but, the City says that he needs a supervisor.

Council Member Johnson stated that he does not understand where the idea of making Ms. Boelter City Administrator started from. He continued by stating that there is a lot of things that Ms. Boelter is not doing. Mayor Otto stated that the City Council should stay on topic and just discuss making Ms. Boelter City Administrator.

Council Member Johnson stated that if the City needs a City Administrator, then they should advertise for one and go through the hiring process. Council Member Marszalek stated that the City already has someone, he said Ms. Boelter has been doing the job for one (1) year and four (4) months.

Council Member Johnson stated that Mr. McCormick stated that he does not need a supervisor. Council Member Marszalek stated that Council Member Johnson is saying that Mr. McCormick does not need a supervisor; but, he is the first one complaining when Mr. McCormick is not doing his job.

Council Member Marszalek stated that as far as moving Ms. Boelter to the City Administrator position and costing the City more money, he asked Council Member Johnson if he really wanted to talk about costing the City taxpayers more money when it comes to Attorney Fees and other related expenses. Council Member Johnson stated no. Mayor Otto stated that the City Council should stay on topic.

Council Member Johnson asked how many people Ms. Boelter supervises now. Ms. Boelter stated that she manages Ms. Wendy Manson, Ms. Heidi Dahlin and assists other staff members when needed.

Council Member Johnson stated that the City just hired a part-time person to do part of Ms. Boelter's job; so, maybe the City Council should insist that you work on Thursdays. Ms. Boelter stated that on average she is working forty (40) hours per week without being at City Hall on Thursdays.

Council Member Johnson stated that Ms. Boelter asked to hire a part-time person because she cannot do it all. Council Member Moynagh stated that the part-time person was hired to assist Ms. Boelter with Code Enforcement. Ms. Boelter continued by stating that she has been completing all the requirements of the job. Ms. Boelter continued by stating that when Mayor Otto and Council Member Johnson interviewed Ms. Boelter for the position with the City of Montrose, they gave her several directives to complete and in one (1) year and four (4) months, she has completed all of those directives.

Council Member Johnson stated that the updates to the City Ordinances are not being done. Ms. Boelter stated that making updates to City Ordinances is a lengthy process. She continued by stating that she has been working with the Planning and Zoning Commission and/or City Council on a regular basis to evaluate the City's Ordinances and update them where needed. Ms. Boelter stated that no matter who the City Council would have in the City Administrator position, updating Ordinances is an ongoing and lengthy process. Ms. Boelter gave a brief overview of the extensive process to update Ordinances.

Council Member Johnson stated that the City hired a part-time person to help with updating the Ordinances. Ms. Boelter stated that the part-time person was hired to assist with Code Enforcement. She continued by stating that she is currently training the part-time person to assist with getting Meeting Packets ready. Council Member Johnson stated that the part-time person was not hired to do these things. Ms. Boelter stated that it is exactly what the part-time Administrative Assistant is supposed to be doing. She was hired to assist me with various job duties.

Council Member Johnson stated that he does not believe that Mr. McCormick needs a supervisor.

Mayor Otto stated that the City Council has not discussed the wages that they would like to pay Ms. Boelter as City Administrator.

Council Member Johnson stated that a city the size of Montrose does not need a City Administrator. Council Member Marszalek stated that if you look at cities the size of Montrose, they predominantly have City Administrators. He continued by stating that the proper way to run a city the size of Montrose is to have a City Administrator.

Ms. Boelter stated that the work she is doing for the City of Montrose is not that of a City Clerk-Treasurer. She continued by stating that the City Clerk-Treasurer duties are being done by someone else in the City and that Ms. Boelter is signing all the forms, reports and other documents.

Council Member Johnson stated that the City seems to be using consultants a lot more. Council Member Marszalek stated that he is not an expert in all the areas of the City and the City of Montrose needs consultants to handle certain projects and other items. Council Member Johnson stated that he has been in the City of Montrose for seventy (70) years and he knows how things work. Council Member Moynagh asked Council Member Johnson if he is saying he does not want consultants helping the City of Montrose. Council Member Johnson said there are certain things the City Council can do themselves.

Council Member Johnson talked about informing future developers of park fees and the Alternative Urban Areawide Review (AUAR) requirements. He continued by asking if the City Administrator would oversee this. Council Member Moynagh asked if the City has these fees and requirements in place already. Council Member Johnson stated yes; but, the developers have to be told about the park fees and AUAR upfront so they know what to expect when they are considering developing a piece of property. Council Member Moynagh stated that he does not think the City is hiding that information from future developers who want to build in the City.

Council Member Johnson stated that Paxmar decided not to develop *The Preserve Housing Development* property; because, they were not informed of the park and AUAR fees. Ms. Boelter stated that this is not true.

She continued by stating that they were informed of the park and AUAR fees upfront. She continued by stating that Paxmar decided not to develop *The Preserve Housing Development*; because, it was not financially feasible for them to do. Mayor Otto reminded Council Member Johnson that Paxmar also stepped away from the housing development that they were going to do in the city of Hanover, Minnesota.

Ms. Manson stated that Paxmar was not supposed to pay a park fee; because, they gave the City park land. Council Member Johnson stated that the land was a swamp. Ms. Manson stated that the land they donated to the City was upland and they were also going to install a trail. Ms. Manson stated that Paxmar was informed of the AUAR when they approached the City about developing *The Preserve Housing Development*.

Council Member Moynagh asked Council Member Johnson if he was saying that Ms. Boelter should do her job without consulting any outside professionals for their opinion. Council Member Johnson said that is not what he is saying.

Mayor Otto stated that the City has to use outside consultants to make sure things are being done legally; so, she stated that the City does have to work with consultants. Ms. Boelter stated that all cities either hire a City Planner and City Attorney or they use an outside consulting firm for City Planner and City Attorney functions.

Council Member Marszalek stated that the City is hiring quality people to avoid the quagmire that the City has experienced in the past.

Council Member Johnson stated that this is the reason the City does not want to go back to the way things were in the past; because, the City staff did whatever they wanted. Council Member Marszalek stated that because of the staff that the City currently has, this is not happening today.

Council Member Johnson asked Ms. Boelter why staff did not use Ordinance examples from the City of Buffalo, Minnesota and Watertown, Minnesota when amending the Park Fee and Solar Farm Ordinances. Ms. Boelter stated that the City Planner did use examples from the City of Buffalo, Minnesota and Watertown, Minnesota. Ms. Boelter stated that the City Planner, Mr. Myles Campbell, worked with his supervisor at Northwest Associated Consultants, Mr. Steve Gritman, on the amendments to the Park Fee Ordinance. She continued by stating that Mr. Gritman is the City Planner for the City of Buffalo, Minnesota. The final Park Fee Ordinance adopted by the City Council used the language and formulas from the City of Buffalo, Minnesota's Park Fee Ordinance. It provides the City of Montrose with better benefits in regards to park land dedication and/or park fees.

Mayor Otto asked Council Member Johnson what the aforementioned information has to do with Ms. Boelter's current position. Council Member Johnson stated that it was her job to get the Ordinance examples from the City of Buffalo, Minnesota and Watertown, Minnesota when I asked for them.

Mayor Otto stated that Council Member Johnson asked Mr. Myles Campbell for the Ordinance examples and he did not provide them. She continued by stating that it was not Ms. Boelter who did not provide them.

Council Member Johnson asked Ms. Boelter why she did not provide the Planning and Zoning Commission with a copy of the Interim Use Permit (I.U.P.) for the existing Solar Farm. He continued by asking if Ms. Boelter was hiding something. Ms. Boelter stated that she did provide a copy of the I.U.P. to both the City Council and the Planning and Zoning Commission.

Council Member Marszalek asked Council Member Johnson what other issues he would like to discuss besides the Park Fees, AUAR and the Solar Farm. Council Member Johnson stated that Ms. Boelter and Council Member Marszalek wanted him off the Planning and Zoning Commission. Council Member Moynagh stated that it was not a coup by Ms. Boelter and Council Member Marszalek to remove you as the City Council Liaison for the Planning and Zoning Commission. He continued by stating that other people asked as well to have you removed as the Liaison for the Planning and Zoning Commission.

Council Member Johnson asked what other people wanted him removed from the Planning and Zoning Commission. Council Member Moynagh stated that Mayor Otto had electronic mail (email) from the members of the Planning and Zoning Commission who stated whether or not they wanted Council Member Johnson to remain on the Planning and Zoning Commission. Council Member Johnson stated that no one said they did not want him on the Commission. Council Member Moynagh stated that he does not know. He continued by

stating that he asked Mayor Otto for copies of the emails she received from the Planning and Zoning Commission Members and he has not received them from Mayor Otto. Mayor Otto stated that the emails were discussed at a City Council Meeting; but, she did not forward copies to the City Council.

Council Member Johnson asked Ms. Boelter about being contacted by the State of Minnesota regarding harassment charges against her towards a resident.

City Attorney, Mr. James Monge, stated that the City Council should focus on the policy question on hand; which is, is it a City Clerk-Treasurer position or does the City Council want a City Administrator. Mr. Monge stated that if there is going to be a City Administrator position, it is common practice for a city to have an *Employment Agreement* that outlines the duties of the City Administrator; as well as, a job description.

Mayor Otto stated that there is currently a motion to appoint Ms. Boelter as the City Administrator; however, there has not been any discussion regarding whether the City needs a City Administrator, what the wage will be and all of the logistics that go along with changing Ms. Boelter to the City Administrator. She continued by stating that she recommends that the City Council confer with the City Attorney and the American Federation of State, County and Municipal Employees (AFSCME) Union representative.

Council Member Johnson asked if the motion means that this would be a permanent position for Ms. Boelter as the City Administrator and that the City would not be able to advertise for a City Administrator. Mayor Otto stated that the motion is to make Ms. Boelter the City Administrator without a probationary period.

Mayor Otto stated that the motion has been seconded and a vote could be taken; however, there has not been any discussion as to the actual job description, what the duties will be, what the wage will be and other items that need to be considered.

Mr. Monge stated that the City Council would typically vote to create a position and then there would be a decision about filling the position and a contract would be negotiated.

Council Member Marszalek stated that when Ms. Boelter was hired, the City Council took the City Administrator Job Description and removed the title of City Administrator from the Job Description and made it City Clerk-Treasurer. Mayor Otto stated that Council Member Marszalek was not correct. Ms. Manson stated that when they hired Ms. Margaret McCallum, they used the City Administrator Job Description and changed the title to City Clerk-Treasurer. She continued by stating that it is the same Job Description that was used when hiring Ms. Boelter.

Council Member Johnson asked if the title at one time was City Administrator/Clerk-Treasurer. Ms. Manson stated that it was in the past and when the City Administrator/Clerk-Treasurer left the City, the City Council dropped City Administrator from the Job Description title and made it City Clerk-Treasurer; and the only thing that changed on the Job Description was that the Public Works Department Director no longer reported to the City Clerk-Treasurer; but, to the City Council. Ms. Manson stated that Ms. Boelter is doing the City Administrator job without the title. Mayor Otto stated that Ms. Boelter is doing the job without the wage of the City Administrator position too. Ms. Manson stated yes.

Mayor Otto stated that she is not saying that Ms. Boelter does not deserve to be in the City Administrator position; but, she believes that there are some logistics that need to be worked out regarding the Job Description and wage.

Council Member Marszalek stated that there are two (2) issues that need to be resolved:

1. The Job Description title needs to be changed from City Clerk-Treasurer to City Administrator and the supervision of the Public Works Department Director needs to be added to the Job Description.
2. The wage to be paid Ms. Boelter.

Mayor Otto stated that there also needs to be clarification on what this means for the AFSCME Union and a possible contract. Mr. Monge stated that the City Administrator position is more of a management or supervisory position; whereas, the City Clerk-Treasurer position is responsible for the City's record keeping and finances.

Council Member Marszalek stated that the Personnel Committee has discussed this with Ms. Boelter and she is not asking for anything additional; except for, a wage increase.

Mayor Otto stated that she would like to see all the logistics put into place before approving the job title change for Ms. Boelter from City Clerk-Treasurer to City Administrator.

**Council member Marszalek amended his motion to appoint Ms. Boelter as City Administrator with no probationary period pending agreement on a contract and the scope of work. Council Member Kuehl seconded the motion.**

Ms. April Herzog, 4671 County Road Twelve (12) SW, asked Council Member Marszalek why he does not believe that Ms. Boelter should have a probationary period. Council Member Marszalek stated that Ms. Boelter is already doing the City Administrator job. He continued by stating that it is a title change and not a job change.

Council Member Kuehl stated that in his experience, probationary periods are typically for new hires and not for job promotions or for a job title change.

Mayor Otto stated that when Mr. McCormick was hired as the Public Works Department Director, he was put on a one (1) year probation. Council Member Moynagh stated that Mr. McCormick was put on probation; because, he went from a Public Works Department employee to the Director of the Department.

Mayor Otto called for a vote on the motion.

**Motion carried 3-2. Mayor Otto opposed. Council Member Johnson opposed.**

## 12. UPCOMING MEETINGS

- A. Planning and Zoning Commission Meeting – Wednesday, September 11, 2019 at 7:00 p.m. in the Montrose Community Center
- B. City Council Workshop – Monday, September 23, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room
- C. Minnesota Department of Transportation Open House – Monday, September 23, 2019 from 6:00 p.m. to 8:00 p.m. in the Montrose Community Center
- D. Park and Recreation Commission Meeting – October 7, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room
- E. Regular City Council Meeting – Monday, October 14, 2019 at 7:00 p.m. in the Montrose Community Center
- F. Planning and Zoning Commission Meeting – Wednesday, October 16, 2019 at 7:00 p.m. in the Montrose Community Center
- G. City Council Workshop – Monday, October 28, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room

## 13. ACKNOWLEDGEMENTS

### A. Mayor Otto

- 1) Acknowledged the Montrose Days Committee for the good job they did in planning and implementing the year 2019 Celebration. She continued by stating that the Committee has several new members and they did an exceptional job with the planning and implementing of the Montrose Days Celebration.
- 2) Acknowledged and thanked the Montrose Days Committee Members who are stepping down for their past work on the Committee: Council Member Ben Kuehl, Mr. Jeff Mattson, and Ms. Jennifer Anderson.



3) Acknowledged Mr. Kevin Triplett for again serving another two (2) year term as the Montrose Fire Department Chief.

4) Acknowledged Mr. Adam and Ms. Abby Myers for assisting the City of Montrose staff on obtaining the used park equipment from the City of Delano, Minnesota.

B. Council Member Moynagh

1) Acknowledged and thanked Mr. Matt Menard and Ms. Jessica Binkley for their years of volunteer service to the Montrose Fire Department.

C. Council Member Marszalek

1) Acknowledged and thanked the Montrose Fire Department and the Wright County Sheriff's Office for the work they did during the Montrose Days Celebration.

D. Council Member Kuehl

1) Acknowledged and thanked the Montrose Days Committee.

2) Acknowledged and thanked the Public Works Department for the extra work they did to help prepare for the Montrose Days Celebration.

3) Acknowledged and thanked the City staff for assisting the Montrose Days Committee in preparing for the year 2019 Celebration.

**14. ADJOURNMENT**

**Council Member Moynagh motioned to the adjourn the Regular City Council Meeting at 8:15 p.m. Council Member Kuehl seconded the motion. Motion carried 5-0.**

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
City Administrator  
City of Montrose

City of Montrose  
 City Council Workshop  
 Montrose City Hall  
 311 Buffalo Avenue South  
 Monday, September 23, 2019  
 3:30 P.M.

# **1. CALL TO ORDER**

Pursuant to call and notice the Montrose City Council met in a Workshop on Monday, September 23, 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

Staff Present: Ms. Deborah Boelter, Administrator  
 Ms. Wendy Manson, Deputy Clerk  
 Mr. Wayne McCormick, Public Works Department Director  
 Ms. Heidi Dahlin, Administrative Assistant

# **3. BUSINESS**

## **A. United States (U.S.) Census Bureau**

### **1. Year 2020 Census – Complete Count Committee**

Ms. Boelter asked that the City Council should identify members of the Montrose Community that would be suitable members of the Complete Count Committee.

Following names were discussed:

- Mr. Wilbert Bauernschmitt and / or Mrs. Joan Bauernschmitt.
- Mr. Doug Voerding
- Ms. Connie Nelson
- Mr. Greg Youmans
- Ms. Bru Ploog

## **B. Old Water Tower Discussion**

Council Member Moynagh; asked Public Works Director, Mr. Wayne McCormick for the cost to replace or maintain the current Montrose water tower, located next to the Montrose Fire Department. Mr. Wayne McCormick stated the following; the existing water tower has lead paint on the inside and outside and would be more expensive to update, maintain and paint, than building a new water tower that would be located near the new water treatment plant.

Council Member Moynagh, stated he would like to possibly preserve the Old Water Tower, once it was disassembled to use as a City Historical Land Mark. Mayor Otto, said once the water tower would be disassembled the current location would be used to further expand the Montrose Fire Hall for training facility and storage.

### C. Discuss Employee Job Description Amendments and City Administrator Wage Increase

#### 1. City Administrator:

- Ms. Deborah Boelter was appointed to City Administrator on September 9, 2019
- Still working on legal logistics for wage increase.
- Point range will change to the following: 451 – 496

#### 2. Director of Public Works:

- Job description will remain the same.
- Reports to City Administrator.

#### 3. Deputy Clerk to City Clerk-Treasurer:

- Title change for Ms. Wendy Manson, was discussed by the City Council and was tabled to a future meeting for further discussion.

#### 4. City Administrator Wage Increase:

- Recommended by Mayor Otto and Council Members: Ben Kuehl, Tom Marszalek and Kirby Moynagh to increase wage for City Administrator to \$37.00 retro - active to appointed date of September 9, 2019.
- Mayor Otto will reach out to Union Representative, Ms. Sheila Porkorny for legal advise on how to proceed with the newly appointed City Administrator Title and Wage increase within the Union Contract.

### D. Street Sweeper Purchase – Public Works Department

1. City Council recommended the purchase of refurbished Street Sweeper from MacQueen Equipment in the amount of \$65,000.

Council Member Marszalek and Council Moynagh agreed to be present at the Street Sweeper demonstration on Tuesday, September 24, 2019 at 8 :00 a.m. in the City Hall parking lot.

### E. Solar Farm – Renewable Properties

1. Ms. Boelter presented the Letter of Intent from Renewable Properties, to lease from the City of Montrose parcel number 112500013100 for a small scale solar development project. City Council recommended to move forward with the Letter of Intent with further discussion for the proposed solar project.

### F. Review Resolution No. 2019-13 – Mayoral Appointments for the year 2019

1. Economic Development Authority: Council Member Tom Marszalek  
Council Member Kirby Moynagh
2. U.S. Highway 12 Safety Coalition: Mayor Michelle Otto  
City Administrator Deb Boelter  
Council Member Kirby Moynagh (alternate)
3. Montrose Streetscape Committee

The City Council discussed the need for this Committee. City staff stated that the Committee was established as a requirement of the *Initiative Foundation Grant* to beautify the U.S. Highway 12 corridor. The City no longer is receiving grant funding from the *Initiative Foundation* and the City Council decided at the August 21, 2019 Joint City Council and Montrose Streetscape Committee Meeting, that the City does not want to fund the Montrose Streetscape Committee's proposed additional improvements to the U.S. Highway 12 corridor.

The City Council directed City staff to contact the Members of the Montrose Streetscape Committee to obtain their thoughts on whether or not to continue with the Committee Meetings.

**4. UPCOMING MEETINGS**

- A. Minnesota Department of Transportation Open House – Monday, September 23, 2019 from 6:00 p.m. to 8:00 p.m. in the Montrose Community Center.
- B. Park and Recreation Commission Meeting – October 7, 2019 at 5:30 p.m. in the Montrose City Hall Conference Room.
- C. Regular City Council Meeting – Monday, October 7, 2019 at 7:00 p.m. in the Montrose Community Center
- D. Planning and Zoning Commission Meeting – Wednesday, October 16, 2019 at 7:00 p.m. in the Montrose Community Center
- E. City Council Workshop – Monday, October 28, 2019 at 3:30 p.m. in the Montrose City Hall Conference Room.

**5. ADJOURNMENT**

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

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Heidi Dahlin  
Administrative Assistant  
City of Montrose

# ACCOUNTS PAYABLE LIST

## OCTOBER 14, 2019

Payroll	9/9/19 Payroll	12438.07
Payroll	9/23/19 Payroll	12579.88
Payroll	10/7/19 Payroll	12301.03
Council Payroll	3 <sup>rd</sup> Qtr. Payroll	1939.35
IRS-Federal Tax Payment	9/9/19 FED/FICA Tax	4328.72
IRS-Federal Tax Payment	9/23/19 FED/FICA Tax	5322.59
IRS-Federal Tax Payment	10/7/19 FED/FICA Tax	4597.32
MN Dept. of Revenue	9/9/19 State Withholding	800.04
MN Dept. of Revenue	9/23/19 State Withholding	860.88
MN Dept. of Revenue	10/7/19 State Withholding	737.30
PERA	9/9/19 Payroll	2570.81
PERA	9/23/19 Payroll	2605.77
PERA	10/7/19 Payroll	2551.94
MN Dept. of Revenue	Aug. Sales Tax	1614.00
Payment Service Network	Aug. PSN/ACH	937.30
1000 Bulbs	Public Works Shed	162.47
*AFSCME #65	Sept. Union Dues	171.00
AmeriPride Services	Uniforms/Floor Mats	346.25
Campbell Knutson	Legal Services	3184.65
Cardmember Service	Parks/WWTP Repairs	209.82
Central Telephone	New Phone System Deposit	4522.50
*Citizens State Bank	Sept. H.S.A. Deposit	2658.00
Delano Auto Parts	WWTP/Jetter Repairs	99.82
Delta Dental	Oct. Dental Ins	699.60
Hawkins	Water Chemicals	1998.94
Health Partners	Oct. Health Ins.	10517.91
Henning Prof Services	TH 25 Easement Services	136.25
*IUOE Local 49	Sept. Union Dues	175.00
Joe Mauk	Annexation Escrow Refund	532.50
John Kurkosky	Clothing Reimbursement	225.00
League of MN Cities	Regional Meeting	55.00
*Madison Nat'l Life Ins	Oct. Disability Ins.	332.79
Marco Tech.	Printer Mtce. Agreement	56.07
*Marketon's Body Shop	2019 F350 Repairs	2278.59
Menards	WWTP/City Hall/PW Supplies	147.43
Mid-American Research	Crosswalk Paint	632.42
Midwest Machinery	Lawnmower Repairs	301.48
Milhausen Auto	Pickup Repairs/Mtce.	245.00
Mini Biff	Park Biffs	288.93
MVTL Labs	Water Testing	48.20
MVTL Labs	WWTP Testing	351.40
*NW Assoc Consultants	Planner Services	1409.20

October 14, 2019

Page 2

Nystrom Publishing	Qtrly Newsletter	1588.21
Paumen Computer Service	Monthly Backup/IT	280.00
Paumen Computer Service	Computer/Software Mtce.	140.00
Pitney Bowes	Postage Machine Rent	180.00
Purchase Power	Replenish Postage	2020.99
Randy's Enviro. Services	Sept. Refuse/Recycle	15844.67
USable Life	Oct. Life Ins.	79.50
Wakesun, LLC	Solar Energy	10744.19
Wex Bank	Gas Charges	749.29
Windstream	Telephone Charges	115.28
Wright Cty Auditor	Annual Election Equip Mtce	400.00
Wright-Hennepin CO-OP	Electric Charges	188.87
Xcel Energy	Electric & Gas Charges	1915.71
Ziegler, Inc.	WWTP Generator Repair	1119.77

ACCOUNTS PAYABLE SUBTOTAL	133337.70
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Ameripride	Uniforms/Floor Mats	223.12
Banyon Data Systems	Annual Software Support	2775.00
Bolton & Menk	Well/Wellhouse Engineering	8110.00
Campbell Knutson	Legal Services	3795.44
Mark Cherry	Utility Overpayment	28.79
*Colonial Life Ins	Sept. Employee Ins	74.52
Comcast	Internet Service	431.81
Danielson Real Estate	Utility Overpayment	41.85
Delano Auto Parts	Jetter Repair	122.99
Earl F Andersen	Street Signs	518.26
Kyle Frink	Utility Overpayment	114.94
Gopher State One-Call	Water/Sewer Locates	99.90
Health Partners	Nov. Health Ins.	10517.91
Marie Jenson	Janitorial Service	380.00
Marco Tech.	Laserfiche Scanner Agreement	1191.00
Tom Marszalek	Mileage Reimbursement	72.64
Metering/Tech Solutions	Water Meters	4489.64
Mid-American Research	Ice Melt	515.02
Milhausen Auto	Lawnmower Tire Repair	15.00
Mini Biff	Park Biffs	364.67
MN Computer Systems	Copier Mtce Agreement	274.92
MN Munic. Utilities Assn	2019-20 Drug Testing	155.00
MVTL Labs	WWTP Testing	527.10
NW Assoc Consultants	Planners Services	774.00
Ly Nguyen	Utility Overpayment	61.79
*PERA	2019 Fire Relief Contribution	42000.00
Quill Corp	Office Supplies	222.49
*R&R Excavating	T.H. 25 Improv. Pay #1	320427.26
Russell Security	Comm. Ctr. Door Repair	715.00
Star2Star	Telephone Charges	335.48
Synergy Electric	Comm. Ctr. Electrical Repairs	465.00
Traut Companies	Well Pay Request #1	65307.75

October 14, 2019

Page 2

USA BlueBook	WWTP Supplies	766.11
U.S. Bank	2010A Bond Agent Fees	500.00
Utility Consultants	WWTP Testing	86.00
Verizon	Cell Phones	348.77
WakeSun	Solar Energy	10772.84
Wenck	July Engineering Services	1467.00
Wenck	Aug Engineering Services	9007.30
Wex Bank	Gas Charges	481.64
Windstream	Telephone Charges	115.42
Wright Cty Auditor	Oct. Sheriff Services	22660.42
Wright Cty Jrnl Press	Legal Notices	161.44

TOTAL ACCOUNTS PAYABLE	644852.93
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OTTO	BOELTER	MARSZALEK
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JOHNSON	KUEHL	MOYNAGH
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## \* Appendix

Payments received to offset checks written

Payroll Deduction	AFSCME-Sept. Union Dues	171.00
Payroll Deduction	Sept. H.S.A. Deposit	1258.00
Payroll Deduction	IUOE 49-Sept. Union Dues	175.00
Payroll Deduction	Oct. Disability Ins.	332.79
Payroll Deduction	Sept. Employee Ins.	74.52
Developer Expenses	Planners Fees	190.00
Insurance Reimbursement	LMCIT	1778.59
Fire Dept Contracts	PERA	30000.00
State of Mn (MNDot)	R&R Excavating	102833.01

# FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

## OCTOBER 14, 2019

Firefighter Payroll	Resigned Firefighters	5290.55
Alert-All Corp.	Fire Prevention Materials	3741.00
Central Fire Protection	Fire Extinguisher Recharge	44.25
Equipment Mgmt. Co.	Equipment Mtce.	1180.00
M&M Express Sales	Grass 13 Repairs/Mtce	47.76
Menards	Station Supplies	30.04
MN State Fire Chiefs Assn	2019 Annual Conference	1420.00
MN Fire Serv Cert Board	FF Recertifications	150.00
Ridgeview Clinic	Physical Follow-up	129.60
Wex Bank	Gas Charges	380.21
Ancom Communications	Pager Cases	337.00
Comcast	Internet Service	97.85
Interstate Batteries	FD Batteries	113.75
Verizon	FD I-Pad	40.01
Wex Bank	Gas Charges	211.92
TOTAL ACCOUNTS PAYABLE		13213.94

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
01-00002622-00-	Adjustment	R Water	Service	(\$1.00)	9/27/2019
01-00001202-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
01-00001652-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
01-00002015-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
01-00002510-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
01-00003120-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
01-00005038-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
00-00005804-00-	Adjustment		UR	(\$55.93)	9/10/2019
00-00001997-00-	Adjustment		UR	(\$451.42)	9/10/2019
00-00002655-01-	Adjustment		UR	(\$10.54)	9/10/2019
00-00002523-00-	Adjustment		UR	(\$124.43)	9/10/2019
00-00002570-03-	Adjustment		UR	(\$39.12)	9/24/2019
00-00002570-02-	Adjustment		UR	\$39.12	9/24/2019
01-00001119-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/10/2019
00-00001921-04-	Adjustment		UR	(\$5.51)	9/25/2019
01-00002543-00-	Adjustment	Storm Water	Service	(\$0.23)	9/30/2019
01-00002622-00-	Adjustment	Garbage Tax	Surcharge	(\$0.06)	9/27/2019
01-00002622-00-	Adjustment	Garbage-60 GAL	Service	(\$0.65)	9/27/2019
01-00002622-00-	Adjustment	Sewer Collection	Service	(\$0.91)	9/27/2019
01-00002622-00-	Adjustment	WWTP	Service	(\$1.00)	9/27/2019
01-00002622-00-	Adjustment	Recycle-60	Service	(\$0.10)	9/27/2019
01-00002622-00-	Adjustment	Storm Water	Service	(\$0.23)	9/27/2019
01-00002543-00-	Adjustment	R Water	Service	(\$1.58)	9/30/2019
01-00002543-00-	Adjustment	Garbage-60 GAL	Service	(\$0.65)	9/30/2019
01-00002543-00-	Adjustment	Garbage Tax	Surcharge	(\$0.06)	9/30/2019
01-00002543-00-	Adjustment	Sewer Collection	Service	(\$1.46)	9/30/2019
01-00002543-00-	Adjustment	WWTP	Service	(\$1.55)	9/30/2019
01-00002543-00-	Adjustment	Recycle-60	Service	(\$0.10)	9/30/2019
00-00004062-01-	Adjustment		UR	(\$5.54)	9/25/2019
				(\$487.95)	

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

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

**RESOLUTION NO. 2019-31**

**A RESOLUTION DESIGNATING THE 2020 ELECTION POLLING  
LOCATION FOR THE CITY OF MONTROSE**

**WHEREAS**, the City Council of the City of Montrose, pursuant to Minnesota State Statute §204B.16, is required to designate an election polling location by resolution or ordinance within the municipality by December 31<sup>st</sup> of each year; and

**WHEREAS**, the polling place designated in the resolution applies to the following calendar year; and

**WHEREAS**, if the situation arises in the following year that the City of Montrose needs to change its polling place location in the event of an emergency or if the polling place becomes unavailable, MN State Statute §204B.16, subdv. 1 allows the city to change a polling place following the required process to do so.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montrose does hereby designate the 2020 Polling Location as:

**Montrose Community Center  
200 Center Avenue South  
Montrose, MN 55363**

**ADOPTED** by the City Council of the City of Montrose this 14<sup>th</sup> day of October, 2019.

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Michelle Otto, Mayor

**ATTEST:**

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Deborah Boelter, Administrator



# 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 October 1, 2019

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>911 Abandoned Total: 3</b>					
09/13/19 00:10	911 Abandoned	2019077469			911
09/19/19 12:05	911 Abandoned	2019079704			911
09/22/19 20:42	911 Abandoned	2019080787			911
<b>911 Hang-up Total: 3</b>					
09/03/19 14:06	911 Hang-up	2019074554			911
09/14/19 21:43	911 Hang-up	2019078093			911
09/18/19 19:32	911 Hang-up	2019079496			911
<b>911 Open Line Total: 14</b>					
09/06/19 02:51	911 Open Line	2019075379			911
09/07/19 07:57	911 Open Line	2019075721			911
09/11/19 17:24	911 Open Line	2019077105			911
09/15/19 16:25	911 Open Line	2019078331			911
09/16/19 14:46	911 Open Line	2019078625			911
09/19/19 17:02	911 Open Line	2019079808			911
09/20/19 18:59	911 Open Line	2019080172			911
09/21/19 12:17	911 Open Line	2019080371			911
09/23/19 10:59	911 Open Line	2019080913			911
09/24/19 10:49	911 Open Line	2019081234			Text
09/25/19 14:59	911 Open Line	2019081634			911
09/27/19 20:54	911 Open Line	2019082387			911
09/28/19 21:48	911 Open Line	2019082732			911
09/30/19 12:47	911 Open Line	2019083124			911
<b>911 Open Line; Domestic Disturbance Total: 1</b>					
09/18/19 20:47	911 Open Line;	2019079531	Domestic Disturbance	WP19030217	911
<b>Abuse Total: 1</b>					
09/27/19 16:41	Abuse	2019082292			Phone
<b>Check Welfare Total: 4</b>					
09/09/19 15:04	Check Welfare	2019076433	Check Welfare	WP19029046	Phone
09/17/19 13:54	Check Welfare	2019079003	Animal	WP19030018	Phone
09/23/19 19:23	Check Welfare	2019081070	Check Welfare	WP19030828	
09/27/19 15:05	Check Welfare	2019082246	Check Welfare	WP19031303	Phone
<b>Citizen Aid Total: 1</b>					
09/09/19 19:46	Citizen Aid	2019076510	Citizen Aid	WP19029073	Phone
<b>Civil Complaint Total: 5</b>					

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/04/19 15:55	Civil Complaint	2019074892	Civil Complaint	WP19028511	Phone
09/11/19 12:47	Civil Complaint	2019076990	Civil Complaint	WP19029249	Phone
09/12/19 11:32	Civil Complaint	2019077295	Civil Complaint	WP19029384	Phone
09/21/19 09:51	Civil Complaint	2019080338	Civil Complaint	WP19030539	Phone
09/25/19 15:04	Civil Complaint	2019081636	Civil Complaint	WP19031049	Phone

### Civil Process Total: 17

09/03/19 13:39	Civil Process	2019074544			Officer
09/03/19 13:50	Civil Process	2019074548			Officer
09/04/19 09:21	Civil Process	2019074764			Officer
09/04/19 12:52	Civil Process	2019074823			Officer
09/11/19 08:59	Civil Process	2019076924			Officer
09/13/19 09:58	Civil Process	2019077530			Officer
09/18/19 10:54	Civil Process	2019079310			Officer
09/18/19 12:44	Civil Process	2019079341			Officer
09/18/19 13:25	Civil Process	2019079350			Officer
09/18/19 17:40	Civil Process	2019079459			Officer
09/18/19 17:49	Civil Process	2019079462			Officer
09/18/19 17:58	Civil Process	2019079465			Officer
09/19/19 10:06	Civil Process	2019079663			Officer
09/19/19 18:20	Civil Process	2019079837			Officer
09/20/19 10:29	Civil Process	2019080005			Officer
09/26/19 14:20	Civil Process	2019081940			Officer
09/26/19 14:43	Civil Process	2019081949			Officer

### Commercial General Alarm Total: 1

09/27/19 06:57	Commercial General	2019082153	Commercial General Alarm	WP19031254	Phone
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### Court Order Violation Total: 1

09/09/19 11:04	Court Order Violation	2019076369	Court Order Violation	WP19029007	Phone
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### Criminal Damage to Property Total: 1

09/04/19 19:34	Criminal Damage to	2019074960	Criminal Damage to Property	WP19028539	911
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### Domestic Disturbance Total: 8

09/03/19 00:36	Domestic Disturbance	2019074403	Domestic Disturbance	WP19028319	911
09/14/19 16:58	Domestic Disturbance	2019077984	Domestic Disturbance	WP19029653	Phone
09/16/19 17:13	Domestic Disturbance	2019078703	Domestic Disturbance	WP19029912	Phone
09/20/19 04:30	Domestic Disturbance	2019079936	Domestic Disturbance	WP19030368	911
09/20/19 21:08	Domestic Disturbance	2019080199	Domestic Disturbance	WP19030486	911
09/22/19 23:26	Domestic Disturbance	2019080832	Domestic Disturbance	WP19030723	911
09/24/19 12:24	Domestic Disturbance	2019081265	Domestic Disturbance	WP19030894	911
09/28/19 14:19	Domestic Disturbance	2019082609	Domestic Disturbance	WP19031431	911

### Drugs Total: 1

09/19/19 16:48	Drugs	2019079804	Drugs	WP19030320	Phone
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### Extra Patrol Total: 1

09/17/19 09:12	Extra Patrol	2019078912	Extra Patrol	WP19029991	Phone
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Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Fire - Structure Total: 1</b>					
09/10/19 15:36	Fire - Structure	2019076715	Fire - Structure	WP19029152	911
<b>Fraud - Checks - Cards Total: 2</b>					
09/09/19 09:47	Fraud - Checks - Cards	2019076347	Fraud - Checks - Cards	WP19028996	Phone
09/17/19 17:28	Fraud - Checks - Cards	2019079082	Fraud - Checks - Cards	WP19030054	Phone
<b>Gun Incident Total: 1</b>					
09/20/19 23:50	Gun Incident	2019080253	Fireworks	WP19030500	911
<b>Harassment Total: 1</b>					
09/01/19 22:52	Harassment	2019074053	Harassment	WP19028175	911
<b>Juvenile - Complaint Total: 2</b>					
09/03/19 19:31	Juvenile - Complaint	2019074645	Juvenile - Complaint	WP19028414	Phone
09/24/19 18:00	Juvenile - Complaint	2019081379	Juvenile - Complaint	WP19030953	Phone
<b>Lost - Found Property Total: 1</b>					
09/14/19 14:15	Lost - Found Property	2019077942	Lost - Found Property	WP19029637	
<b>Medical - Abdominal Pain Total: 1</b>					
09/29/19 08:12	Medical - Abdominal	2019082804			911
<b>Medical - Back Pain Total: 1</b>					
09/22/19 14:51	Medical - Back Pain	2019080695	Medical - Back Pain	WP19030665	911
<b>Medical - Breathing Problems Total: 1</b>					
09/09/19 14:26	Medical - Breathing	2019076423	Medical - Breathing Problems	WP19029035	911
<b>Medical - Fall Under 6 Feet Total: 1</b>					
09/03/19 10:15	Medical - Fall Under 6	2019074485	Medical - Fall Under 6 Feet	WP19028349	Phone
<b>Medical - Heart Problems Total: 1</b>					
09/18/19 13:21	Medical - Heart	2019079349	Medical - Heart Problems	WP19030145	Phone
<b>Medical - Overdose - Poisoning Total: 1</b>					
09/06/19 13:49	Medical - Overdose -	2019075496	Suicidal - Attempt - Threat	WP19028718	911
<b>Medical - Psychiatric - Behavioral Total: 1</b>					
09/20/19 21:04	Medical - Psychiatric -	2019080197	Medical - Psychiatric -	WP19030485	Phone
<b>Medical - Seizure Total: 1</b>					
09/07/19 14:51	Medical - Seizure	2019075815	Medical - Seizure	WP19028829	911
<b>Medical - Sick Total: 1</b>					
09/16/19 08:57	Medical - Sick	2019078505			911
<b>Medical - Stab - Gun Injury Total: 1</b>					
09/09/19 06:10	Medical - Stab - Gun	2019076316	Domestic Disturbance	WP19028983	Phone
<b>Medical - Unconscious - Fainting Total: 1</b>					
09/15/19 10:35	Medical - Unconscious -	2019078228	Medical - Unconscious -	WP19029731	911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Motorist Aid Total: 2</b>					
09/09/19 21:38	Motorist Aid	2019076547			Phone
09/16/19 06:22	Motorist Aid	2019078459			
<b>MVA - No Injuries Total: 3</b>					
09/06/19 16:42	MVA - No Injuries	2019075555	MVA - No Injuries	WP19028743	
09/09/19 15:39	MVA - No Injuries	2019076448	MVA - No Injuries	WP19029050	
09/28/19 08:14	MVA - No Injuries	2019082520	MVA - No Injuries	WP19031400	
<b>Noise Total: 2</b>					
09/14/19 23:35	Noise	2019078123	Noise	WP19029692	
09/23/19 18:00	Noise	2019081035	Noise	WP19030819	911
<b>Off-Road Vehicle Complaint Total: 1</b>					
09/22/19 12:58	Off-Road Vehicle	2019080661	Off-Road Vehicle Complaint	WP19030658	Phone
<b>Open Door - Window Total: 1</b>					
09/13/19 23:49	Open Door - Window	2019077805	Open Door - Window	WP19029585	
<b>Parking Total: 1</b>					
09/01/19 13:32	Parking	2019073860	Parking	WP19028103	
<b>Probation Check Total: 2</b>					
09/14/19 10:34	Probation Check	2019077899			Officer
09/16/19 17:03	Probation Check	2019078698			Officer
<b>Public Works - Utilities Total: 1</b>					
09/02/19 23:27	Public Works - Utilities	2019074398			Phone
<b>Repossession Total: 3</b>					
09/09/19 02:02	Repossession	2019076295			
09/13/19 13:18	Repossession	2019077594			
09/20/19 11:41	Repossession	2019080026			
<b>Residential General Alarm Total: 2</b>					
09/01/19 11:41	Residential General	2019073831	Residential General Alarm	WP19028087	Phone
09/24/19 14:30	Residential General	2019081308	Residential General Alarm	WP19030920	Phone
<b>Residential Medical Alarm Total: 7</b>					
09/01/19 00:08	Residential Medical	2019073724			Phone
09/03/19 00:29	Residential Medical	2019074402	Residential Medical Alarm	WP19028318	Phone
09/10/19 06:12	Residential Medical	2019076600	Residential Medical Alarm	WP19029101	Phone
09/15/19 02:45	Residential Medical	2019078171	Residential Medical Alarm	WP19029706	Phone
09/22/19 13:38	Residential Medical	2019080675	Residential Medical Alarm	WP19030661	Phone
09/27/19 01:47	Residential Medical	2019082135	Residential Medical Alarm	WP19031242	Phone
09/27/19 04:07	Residential Medical	2019082144	Residential Medical Alarm	WP19031250	Phone
<b>SIA Area Watch Total: 1</b>					
09/22/19 08:32	SIA Area Watch	2019080623			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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### SIA Business Walk Through Total: 3

09/12/19 01:00	SIA Business Walk	2019077206			
09/20/19 00:30	SIA Business Walk	2019079918			
09/29/19 01:07	SIA Business Walk	2019082773			

### SIA Citizen Aid Total: 1

09/12/19 12:17	SIA Citizen Aid	2019077304			
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### SIA City Council - City Hall Total: 2

09/09/19 18:39	SIA City Council - City	2019076491			
09/10/19 08:17	SIA City Council - City	2019076623			

### SIA Other Total: 1

09/07/19 01:33	SIA Other	2019075693			Officer
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### SIA School Check Total: 3

09/18/19 07:30	SIA School Check	2019079246			
09/25/19 07:35	SIA School Check	2019081522			
09/26/19 07:26	SIA School Check	2019081835			

### Sign - Signal Repair Total: 1

09/02/19 22:38	Sign - Signal Repair	2019074390			Phone
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### Stoparm Violation Total: 1

09/19/19 17:22	Stoparm Violation	2019079815	Stoparm Violation	WP19030328	Other
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### Suspicious - Circumstances Total: 2

09/13/19 18:28	Suspicious -	2019077687	Suspicious - Circumstances	WP19029556	911
09/21/19 09:20	Suspicious -	2019080332	Suspicious - Circumstances	WP19030534	Phone

### Suspicious - Person - Vehicle Total: 5

09/02/19 01:48	Suspicious - Person -	2019074092	Suspicious - Person - Vehicle	WP19028189	Phone
09/07/19 00:54	Suspicious - Person -	2019075685	Suspicious - Person - Vehicle	WP19028782	Phone
09/14/19 14:59	Suspicious - Person -	2019077951	Suspicious - Person - Vehicle	WP19029643	Phone
09/16/19 22:14	Suspicious - Person -	2019078809	Suspicious - Person - Vehicle	WP19029946	Phone
09/18/19 11:10	Suspicious - Person -	2019079314	Suspicious - Person - Vehicle	WP19030134	Phone

### Theft Total: 3

09/09/19 11:31	Theft	2019076377	Civil Complaint	WP19029014	Phone
09/19/19 11:16	Theft	2019079687	Theft	WP19030268	Phone
09/23/19 17:37	Theft	2019081028	Suspicious - Circumstances	WP19030816	Phone

### Theft - From Vehicle Total: 1

09/21/19 16:13	Theft - From Vehicle	2019080427	Theft - From Vehicle	WP19030582	Phone
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### Theft - Gas Drive Off Total: 1

09/26/19 21:24	Theft - Gas Drive Off	2019082092	Theft - Gas Drive Off	WP19031220	
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### Threats Total: 2

09/04/19 13:20	Threats	2019074839	Info	WP19028484	Phone
09/17/19 09:07	Threats	2019078911	Threats	WP19029980	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Traffic - Complaint Total: 7</b>					
09/03/19 23:02	Traffic - Complaint	2019074698	Traffic - Complaint	WP19028437	Phone
09/08/19 00:02	Traffic - Complaint	2019075990	Traffic - Complaint	WP19028880	911
09/17/19 11:48	Traffic - Complaint	2019078958	Traffic - Complaint	WP19029999	911
09/17/19 16:38	Traffic - Complaint	2019079071			
09/18/19 16:27	Traffic - Complaint	2019079438	Traffic - Complaint	WP19030187	Phone
09/19/19 17:08	Traffic - Complaint	2019079811	Traffic - Complaint	WP19030325	Phone
09/30/19 15:03	Traffic - Complaint	2019083155	Traffic - Complaint	WP19031648	Phone

### Traffic Stop Total: 57

09/01/19 14:56	Traffic Stop	2019073883	Traffic Stop	WP19028114	Officer
09/01/19 15:44	Traffic Stop	2019073893			Officer
09/01/19 15:53	Traffic Stop	2019073899			Officer
09/02/19 14:40	Traffic Stop	2019074216			Officer
09/02/19 15:52	Traffic Stop	2019074241	Traffic Stop	WP19028890	Officer
09/02/19 16:20	Traffic Stop	2019074250			Officer
09/04/19 15:03	Traffic Stop	2019074872			Officer
09/05/19 00:01	Traffic Stop	2019075026			Officer
09/06/19 06:25	Traffic Stop	2019075390			Officer
09/07/19 21:55	Traffic Stop	2019075943			Officer
09/08/19 01:45	Traffic Stop	2019076023			Officer
09/08/19 02:00	Traffic Stop	2019076025			Officer
09/08/19 02:27	Traffic Stop	2019076031		WP19028897	Officer
09/08/19 02:34	Traffic Stop	2019076032			Officer
09/09/19 18:43	Traffic Stop	2019076494	Traffic Stop	WP19029560	Officer
09/10/19 17:38	Traffic Stop	2019076748			Officer
09/11/19 16:40	Traffic Stop	2019077090			Officer
09/11/19 17:58	Traffic Stop	2019077120			Officer
09/13/19 15:04	Traffic Stop	2019077624			Officer
09/13/19 19:34	Traffic Stop	2019077711			Officer
09/13/19 19:48	Traffic Stop	2019077718			Officer
09/13/19 21:29	Traffic Stop	2019077754			Officer
09/13/19 23:04	Traffic Stop	2019077785		WP19029587	Officer
09/14/19 00:11	Traffic Stop	2019077810			Officer
09/14/19 18:52	Traffic Stop	2019078028	Traffic Stop	WP19029667	Officer
09/16/19 01:23	Traffic Stop	2019078441	Drugs	WP19029818	Officer
09/16/19 06:27	Traffic Stop	2019078460	Traffic Stop	WP19029822	Officer
09/17/19 00:27	Traffic Stop	2019078837	Traffic Stop	WP19029954	
09/17/19 18:38	Traffic Stop	2019079103			
09/17/19 18:49	Traffic Stop	2019079106			Officer
09/17/19 19:08	Traffic Stop	2019079114			Officer
09/17/19 19:26	Traffic Stop	2019079118	Traffic Stop	WP19030065	Officer
09/17/19 20:30	Traffic Stop	2019079136			Officer
09/18/19 18:04	Traffic Stop	2019079468			Officer
09/18/19 22:43	Traffic Stop	2019079563	Traffic Stop	WP19030225	Officer
09/19/19 01:12	Traffic Stop	2019079590			Officer



Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/20/19 10:38	Traffic Stop	2019080008			Officer
09/20/19 19:25	Traffic Stop	2019080178			Officer
09/21/19 19:56	Traffic Stop	2019080496			Officer
09/21/19 21:58	Traffic Stop	2019080539	Traffic Stop	WP19030618	Officer
09/22/19 19:54	Traffic Stop	2019080777	Traffic Stop	WP19030699	Officer
09/23/19 12:10	Traffic Stop	2019080923			Officer
09/23/19 12:45	Traffic Stop	2019080931			Officer
09/23/19 12:50	Traffic Stop	2019080932			Officer
09/23/19 17:10	Traffic Stop	2019081017	Traffic Stop	WP19030810	Officer
09/23/19 21:48	Traffic Stop	2019081118			Officer
09/26/19 07:45	Traffic Stop	2019081837			Officer
09/26/19 13:09	Traffic Stop	2019081920			Officer
09/27/19 00:33	Traffic Stop	2019082122			Officer
09/27/19 17:16	Traffic Stop	2019082302			Officer
09/27/19 17:27	Traffic Stop	2019082307	Traffic Stop	WP19031324	Officer
09/27/19 19:54	Traffic Stop	2019082365			Officer
09/27/19 20:37	Traffic Stop	2019082376			Officer
09/27/19 20:50	Traffic Stop	2019082385			Officer
09/28/19 00:05	Traffic Stop	2019082452			Officer
09/28/19 18:32	Traffic Stop	2019082669			Officer
09/30/19 16:35	Traffic Stop	2019083177			Officer

### Trespass; Neighborhood Dispute Total: 1

09/17/19 16:35	Trespass;	2019079067	Neighborhood Dispute	WP19030043	911
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### Unwanted Person Total: 1

09/04/19 10:26	Unwanted Person	2019074787	Unwanted Person	WP19028465	Phone
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### Warrant - Attempt Total: 1

09/14/19 01:15	Warrant - Attempt	2019077826			Officer
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**Total Records: 200**



# Monthly Activity Report Montrose Fire Department

Prepared and Presented by  
Kevin Triplett – Fire Chief



**Period: 09/01/2019 thru 09/30/2019 (SEPTEMBER)**

## **CALLS**

Total Calls: 22

# of Calls SEPTEMBER 2018 = 16  
2018 vs 2019 (2019 = +6)

EMS Calls: 15

Other Calls:

- 09/27/19 – 01:49am - #19173 – Lift Assist (Woodland Twsp)
- 09/10/19 – 09:20pm - #19168 – Odor Investigation/smoking hay bales (Woodland Twsp)
- 09/10/19 – 03:38pm - #19167 – Structure Fire - \$50,000 loss (Montrose City)
- 09/03/19 – 12:31am - #19159 – Lift Assist (Montrose)
- 09/02/19 – 10:48pm - #19158 – Traffic Hazard – Tree Down (Montrose)
- 09/02/19 – 09:48pm - #19157 – Weather Standby (Service Area)
- 09/01/19 – 12:11am - #19156 – CO Alarm (Montrose)

Total calls to Date 2019 – 177

2018 vs 2019 ( 2019 = + 13)

Total calls this time in 2018 - 164

## **Call Districts**

Montrose City: 15

Franklin Township: 0

Marysville Township: 1

Woodland Township: 6

Other: 0

## **TRAINING:**

- 09/03/2019 – Staff Meeting & Truck Maintenance
- 09/10/2019 – Pump Training (In House)
- 09/17/2019 – Pump Training (In House)

## **Other Activities, Special Mention, Etc.**

- 09/08/2019 – Hands only CPR presentation – Grace Place Church (Ridgeview EMS & Terry Vanderbeck)
- 09/09/2019 – Montrose City Council Meeting (Triplett)
- 09/11/2019 – 09/11 remembrance at Hwy 12/Bufalo Ave S
- 09/21/2019 – Parking at Buffalo Demo Derby (MFRA)
- 09/24/2019 – FE+ED Program support
- 09/30/2019 – Retired Firefighter Marvin Scheuble's wake

## **SPECIAL INFO**

- 09/09/2019 – Matt Menard Resigns from Fire Department
- 09/09/2019 – Tom Marketon appointed to Assistant Fire Chief
- 09/09/2019 – Kevin Triplett appointed to 2 year term as Fire Chief 01/01/2020 to 12/31/2021

## **Acknowledgments**

- Ridgeview EMS for helping with hands only CPR presentation on 09/08/19
- Fat Old Guys Café – for allowing us to use his lot for 09/11
- Matt Menard for his service to the Montrose Fire Department and for his years as an assistant Fire Chief with the Department

City of Montrose  
Park & Recreation Commission  
Minutes

October 7, 2019

Pursuant to call and notice the Park & Recreation Commission met on October 7, 2019 at 5:30 pm at Montrose City Hall. Those present were Commission Members Matt Russell and Sylvia Henry, City Council Liaison Michelle Otto, and Jessica Bonniwell from Public Works. Commission Member Barry Rhineberger was absent.

**Call to Order**

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

**Approval of Meeting Agenda**

Motion made by Commission Member Henry to approve agenda as written, second by Commission Member Russell.

Motion carried 2-0

**Approval of September 4, 2019 Meeting Minutes**

Motion made by Commission Member Henry to approve minutes as written, second by Commission Member Russell.

Motion carried 1-0-1 with Commission Member Russell abstaining due to being absent from September 4<sup>th</sup> meeting.

**OLD BUSINESS:**

**Regional Park & Funding Update**

No current update.

**2019 Events and To-Do List**

Events left in 2019 include the Halloween Decorating Judging to be held Monday, October 28<sup>th</sup> around 6:30 p.m., the Holiday/Christmas Decorating Contest Judging to be held Thursday, December 19<sup>th</sup> around 6:30 p.m., the ornament decorating to be held in conjunction with the Breakfast with Santa Event on Saturday, December 7<sup>th</sup> from 8:00 – 12:00 p.m., and the tree lighting ceremony event to be held on Saturday, December 7<sup>th</sup> around 6:00 p.m.

**Skating Rink for 2020**

No current update.

**Carver Field**

Mayor Otto informed the Commission that there was no money made on concessions this summer at Carver Field. Many of the games were rained out and they were unable to be open.

**Community Garden**

No current updates but would like to keep as agenda item so the Commission can keep tabs on people cleaning out plots at the end of the season. The end of the season as noted in the "Rules" given to participants in the Community Garden program is November 1, 2019. The Commission will keep an eye on the gardens to ensure the people that used the gardens clean them out by that date. The Commission may want phone calls to be made to participants once the deadline has passed to remind them it is their responsibility to clean out their plots when the season has ended. Fines for those residents that do not clean out their garden plots will start in 2020.

### **Montrose Days Coin Hunt Recap**

Mayor Otto informed the Commission that this event went very well. The Boy Scouts cleaned up the sand and transported it to the horseshoe pits in Lion's Park. Mayor Otto would like to do the event again next year and plan for it so the people running the event will be able to acquire sawdust from either Dura Supreme in Howard Lake or Wright Lumber in Buffalo instead of sand.

### **Breakfast with Santa & Tree Lighting Event**

Commission Member Russell informed the Commission that there are ornaments from year's past still left, likely enough for the event this year. However, they would like craft items that will be able to be placed inside the ornaments and not have any glue, glitter glue, or hot glue this year. The Commission will also be doing the popcorn and fruit strings again this year as that went over very well in 2018. Commission Member Russell informed the Commission that Santa from events in the past reached out to see if we would like him to come to the tree lighting event again for no charge. The Commission said that yes they would like him to attend again and Commission Member Russell will follow up with him. There will again be hot chocolate and hot apple cider available at the event supplied by Commission Member Russell. Public Works Liaison Jessica Bonniwell will take a look at Amazon or Oriental Trading in order to put a craft order for supplies such as pipe cleaners, crinkle paper, tinsel, pom poms, fake snow, marshmallows, cotton balls, sequins, etc. Commission Member Russell made a motion to purchase craft items for tree ornaments for the Breakfast with Santa Event in an amount not to exceed \$300.00, second by Commission Member Henry.

Motion carried 2-0

### **City of Delano Playground Equipment**

The City of Delano has generously decided to give the City of Montrose the aforementioned playground equipment with no cost directly from them. The City of Montrose will still need to put money towards this project for the removal, transportation, storage and installation of the equipment in Spring 2020. The City of Montrose will also likely need to purchase several pieces that will be damaged during the removal. The City of Delano is requesting that the City of Montrose remove the equipment before October 25, 2019. The City of Delano also offered ten dump-truck loads of rubber chips for playground turf fill. Public Works Director Wayne McCormick is currently working with the City of Delano Public Works to set up logistics for removal and transportation of equipment. The City of Montrose will ask the developer that is currently building homes in the area in which the playground will be installed if they would be willing to grade the area for little or no charge to the City. Placement of the playground equipment will be determined by the best area in the park space located off of Cole Ave where there is currently a walking path.

### **NEW BUSINESS:**

#### **Finance Update**

Still on track for spending for recreation events for the year.

#### **Lion's Club Bench Donation Placement**

The Lion's Club has approached the City and Park and Recreation Commission to ask them to determine at least two good spaces where new benches could be placed around the City or in a park. The Commission suggested some possibilities which could include the new walking path along Highway 25 South, somewhere within Lent Park, by the walking path down by Casey's and Citizen's State Bank, or out at the Regional Park.

#### **Resignations**

Commission Member Russell will resign effective December 31, 2019, concluding his term.

#### **Adjourn**

Motion to adjourn was made by Commission Member Henry at 6:13 p.m., second by Commission Member Russell.

Motion carried 2-0

City of Montrose  
 Planning and Zoning Commission Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Wednesday, September 11, 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, September 11, 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 Tracy Gurneau  
 Commissioner Justin Emery  
 Commissioner Sylvia Henry  
 Commissioner Barry Rhineberger  
 Commissioner Mike Scanlon  
 City Council Liaison Lloyd Johnson

Staff Present: Ms. Deborah Boelter, City Administrator  
 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 September 11, 2019 Planning and Zoning Commission Meeting Agenda. Commissioner Rhineberger seconded the motion. Motion carried 5-0.

# **5. APPROVAL OF THE MINUTES**

A. August 21, 2019 Planning and Zoning Commission Meeting

Commissioner Scanlon motioned to approve the Planning and Zoning Commission Meeting minutes of August 21, 2019. Commissioner Henry seconded the motion. Motion carried 5-0.

# **6. PUBLIC HEARING - Continued**

A. Consider Amendments To Chapter 1024 of the City of Montrose Zoning Code

Commissioner Gurneau closed the Planning and Zoning Commission Meeting at 7:02 p.m. and opened the Public Hearing at 7:02 p.m.

City Planner, Mr. Myles Campbell gave an overview of the Ordinance language that was changed due to comments received during the Public Hearing at the August 21, 2019 Planning and Zoning Commission Meeting. The changes included:

- Taking out the word "Business Signs" and changing it to "Signs" and/or "Identification Signs."
- Removal of content-based language.
- Regulation of "Off-Premise" Signs.
- Administrative Enforcement of the Code.
- Language around the "Sandwich Board Signs."

Commissioner Rhineberger asked for clarification in regards to the *Garage and/or Rummage Sale Signs*.

Commissioner Rhineberger shared his concerns about the process of applying for the installation of *Garage and/or Rummage Sale Signs*. He recommended that they be exempt from the Ordinance and that City staff just watch for the length of time that they are displayed and remove them after the weekend is over or after they have been up for an extended period of time.

Ms. Boelter stated that the City Council has asked staff to make code enforcement a priority and without any specific regulations and/or requirements in the Ordinance when it comes to *Garage and/or Rummage Sale Signs*, it makes it difficult to remove these types of *Signs*.

Commissioner Scanlon was in agreement with Commissioner Rhineberger's recommendation.

Commissioner Gurneau stated that if *Garage and/or Rummage Sale Signs* are still being displayed on Monday mornings, they should be removed by City staff.

Commissioner Rhineberger stated that the only problem with removing *Garage and/or Rummage Sale Signs* after the weekend is that the Ordinance cannot specify "*Garage and/or Rummage Sale Signs*." He continued by stating that the Ordinance must say "Temporary Signs" and *Garage and/or Rummage Sale Signs* would fall under the regulations and requirement of a temporary sign.

Commissioner Rhineberger recommended that the Ordinance specifies a certain size for a temporary sign, and a certain number of days that it can be displayed, and then remove the installation of a *Garage and/or Rummage Sale Sign* from the application process.

The Planning and Zoning Commission discussed the idea of allowing a certain number of days that the temporary signs could be displayed.

Ms. Boelter stated that the reason staff is advocating for residents and/or business owners to fill out an application for temporary signs is because then they have specific dates that the signs will be displayed and if the sign is up longer than allowed by the application, City staff can remove the sign.

Commissioner Gurneau stated that from discussions and comments that she has heard from the general public is that if an application process is implemented for temporary signs, residents and/or business owners are not going to come to City Hall and fill out an application.

Ms. Boelter stated that if that is the case, then the temporary signs that are not permitted by an application would be removed by City staff.

Mr. Campbell stated that in some communities, the owner of the temporary sign has been required to put their name and address on the sign to help City staff monitor temporary signage and the length of time it can be displayed.

Commissioner Gurneau asked for public comment. The following individuals addressed the Planning and Zoning Commission:

- ❖ Ms. Deb Kowalke, 602 – 1<sup>st</sup> Street North, shared her concerns regarding having to pay for a permit for a temporary sign because she has garage sales a several different occasions. She continued by stating that organizations; such as, boy scouts, girls scout and other non-profits should not have to pay to advertise events and/or activities that they are sponsoring.

Commissioner Gurneau asked Mr. Campbell if the fee for temporary signs for non-profits can be waived. Mr. Campbell stated that the Planning and Zoning Commission can discuss waiving the fee for non-profits.

- ❖ Mr. Terry Vanderbeek, 644 – 36<sup>th</sup> Street South West, stated that he is with the Buffalo Fire Department and President of the Montrose Days Committee. He continued by stating that any temporary signs that the Montrose Fire Department and the Montrose Days Committee put up for their events and activities are going to be up for thirty (30) days. Mr. Vanderbeek was concerned

about how the City can fine the Montrose Fire Department or the Montrose Days Committee for a sign violation when the work they do is for the Montrose Community.

Mr. Vanderbeek shared his concerns about the City staff removing their signs for this year's Montrose Days Celebration. Ms. Boelter stated that City staff did not remove the Montrose Days Celebration signs. Mr. Vanderbeek stated that he talked to the Minnesota Department of Transportation (MN DOT) and they stated that their employees did not remove the signs.

Mr. Campbell asked Mr. Vanderbeek what type of signs they put up, what they are for and what they say. Mr. Vanderbeek went through the list of events and activities that the Montrose Fire Department advertises on temporary signs.

- ❖ Mr. Brian Oswald, 231 Buffalo Avenue North, asked if the City Council's *Campaign Signs* are going to be regulated. He asked if the Planning and Zoning Commission is going to take into consideration the placement of realty signage. He continued by asking about the regulation of the utility locate flags that are installed in the ground to locate utility sources. Commissioner Scanlon stated that the utility flags are a safety issue.

Commissioner Gurneau stated that *Campaign Signs* are addressed in the proposed Ordinance amendments.

Commissioner Scanlon stated that the reason the Planning and Zoning Commission is reviewing the City's Sign Ordinance is because the City is trying to regulate the placement and removal of signs.

Commissioner Rhineberger stated that Montrose Streetscape Committee has some concerns of the placement of some of the temporary signage and would like to find a way to clean it up. He continued by stating that any signs that are removed from the City or Wright County's right-of-way can be removed; because, it is illegal for anyone to place signs in the City's or County's right-of-way.

Ms. Boelter stated that MN DOT employees will remove signs on United States (U.S.) Highway Twelve (12) if they impede sight lines for traffic.

Mr. Oswald stated that when the Montrose Days Celebration signs were removed, he contacted MN DOT representatives in the Saint (St.) Paul, Minnesota Office and they said they did not have the Montrose Days Celebration signs.

Ms. Boelter stated that the City of Montrose is under the direction of MN DOT's District Three (3) Office located in Saint (St.) Cloud, Minnesota.

- ❖ Ms. Bru Ploog, 707 Brook Circle West, shared her concerns regarding having residents and/or business owners fill out an application for *Garage and/or Rummage Sale Signs*. She continued by stating that the Planning and Zoning Commission has so many other important items and issues to be discussing other than *Garage and/or Rummage Sale Signs*. She continued by stating that it is stupid for the Planning and Zoning Commission to be spending this much time on the Sign Ordinance. Ms. Ploog stated that there are so many other issues that affect the health and safety of the City's residents that the Planning and Zoning Commission should be addressing.

Ms. Bru Ploog shared her concerns about residents not knowing about the Planning and Zoning Commission's Public Hearing to discuss amendments to the Sign Ordinance.

- ❖ Ms. April Herzog, 4671 County Road Twelve (12) SW, shared her concerns about how the City is going to regulate the garage sale signs that are installed within City limits by individuals that live in Marysville Township or areas outside of the City limits. She continued by stating that the number of garage sale signs that an individual installs would be difficult to limit; because, people put up signs in several locations to direct people to their property for the garage sale they are having. Ms. Herzog recommended that the Ordinance require that a resident's and/or business owner's address and telephone number be written on the back of the sign to help City staff regulate the timeframe that the sign is displayed.

Commissioner Rhineberger stated that he does not disagree with the comments received during the Public Hearing and that is why he is recommending that the Ordinance contain language that exempts temporary signs of a certain size. He continued by stating that the language should state that a temporary sign is only allowed to be displayed for a certain period of time. Commissioner Rhineberger stated that tracking the length of time that a temporary sign has been displayed may be problematic for City staff; but, if staff notices that a sign has been up for an extended period of time, it is required by the Ordinance that it be removed.

Commissioner Rhineberger stated that changes to Minnesota State Statutes and Case Law are what brought the need for the City's Sign Ordinance to be evaluated by the Planning and Zoning Commission and to bring it into compliance with Minnesota State Statutes and Case Law.

Commissioner Rhineberger stated that he would like to see the Sign Ordinance regulate signs by their size and the amount of time they can be displayed. He continued by stating that the Planning and Zoning Commission needs to define what "temporary" means in regards to signage.

Mr. Campbell stated that the majority of concern seems to be in regards to the small, temporary signs.

Commissioner Rhineberger recommended that the Sign Ordinance piggy-back on the regulations for *Campaign Signs* and that any sign that is up for more than forty-six (46) days is not a temporary sign.

Commissioner Gurneau stated that the Planning and Zoning Commission needs to include language in the Ordinance that gives the City staff the right to remove signs. She continued by stating that the Commission is not trying to overregulate the residents and business owners in regards to temporary signs. Commissioner Gurneau stated that the goal is to protect everyone in the City and make it easier for staff to remove temporary signs that have been left standing for an extended period of time. She continued by stating that there are several temporary signs that have been left standing and it is not aesthetically appealing as people travel through the City of Montrose. Commissioner Gurneau stated that the Ordinance should include language that sets a timeframe for how long temporary signs can be displayed.

Commissioner Gurneau reiterated that the Planning and Zoning Commission is reviewing the Sign Ordinance not because it is meaningless and a waste of time; but, because the Commission is trying to protect the City and the City staff when it comes to the removal of temporary signs that have been displayed for an extended period of time.

Ms. Bru Ploog stated that there is a lot of other issues that the Planning and Zoning Commission should be looking at to make the aesthetics of the City more appealing.

Commissioner Gurneau stated that the Sign Ordinance was brought to the Planning and Zoning Commission for review upon recommendation of the City's Montrose Streetscape Committee; so, they had no choice but to review the language, regulations and requirements of the Ordinance.

Commissioner Scanlon stated that in the past, the City of White Bear Lake, Minnesota did not have an updated Sign Ordinance; and as a result, their City ended up being sued for millions of dollars. He continued by stating that the Planning and Zoning Commission is reviewing the Sign Ordinance to bring it into compliance with Minnesota State Statutes and Case Law to protect the City of Montrose and the City staff.

Commissioner Gurneau stated that she has been listening to the concerns of Montrose residents when it comes to the Sign Ordinance. She continued by stating that the Planning and Zoning Commission is not reviewing the Ordinance to waste people's time; but, to protect the City of Montrose and its staff.

Commissioner Rhineberger stated that in regards to the Montrose Fire Department's signs, if the City of Montrose requires its businesses to obtain a *Sign Permit*, the Montrose Fire Department would be required to obtain one as well. He continued by stating that there is already some concerns in the Montrose Community that organizations are not treated equally.



Commissioner Gurneau stated that the City just needs to know how long an organization's sign is going to be displayed; so, the City is asking them to complete an application to assist staff in monitoring the timeframe that the sign will be present.

Commissioner Scanlon stated that the City cannot differentiate between the various organizations, profit and non-profit; so, to protect themselves, the City would need all organizations to obtain a *Sign Permit*.

Mr. Roy Henry, 600 Nelson Boulevard, addressed the Planning and Zoning Commission and talked about the issue he had when his *Campaign Signs* were removed and taken by MN DOT employees.

Commissioner Gurneau stated that *Campaign Signs* are not regulated by the City of Montrose, they are regulated by the State of Minnesota.

City Council Member Johnson shared his concerns about residents being able to get a *Sign Permit* for their garage sale signs when they are having a garage sale on Saturday and/or Sunday; because, City Hall is closed on Friday afternoon.

Commissioner Scanlon stated that the Planning and Zoning Commission has decided not to require residents to get a *Sign Permit* for garage sale signs.

Commissioner Gurneau stated that a garage sale would be considered a temporary sign and the discussion of the Planning and Zoning Commission has been that if a garage sale sign is up for an extended period time, it would be allowed to be removed by City staff.

Commissioner Rhineberger stated that the Ordinance cannot be specific to *Garage and/or Rummage Sale Signs*. He continued by stating that temporary signs have to be regulated by size and the number of days they can be displayed.

Mr. Campbell stated that it is his understanding from the Planning and Zoning Commission discussion that they would not like to require a *Sign Permit* for temporary signs; but instead, regulate temporary signs in accordance with their size and the length of time they can be displayed.

The Commission Members discussed and were in agreement with Mr. Campbell's assessment.

Ms. Deb Kowalke, 602 – 1<sup>st</sup> Street North, again addressed the Planning and Zoning Commission stating that every year her garage sale signs are removed. Commissioner Rhineberger asked Ms. Kowalke where she places her garage sale signs. He continued by stating that if Ms. Kowalke is placing her signs in the City or Wright County's right-of-way, City and/or County staff have the right to remove it.

Commissioner Rhineberger asked Mr. Campbell what the next step would be. He continued by asking if the Public Hearing needs to be continued to the October, 2019 Planning and Zoning Commission Meeting. The Commission and staff discussed and were in agreement that the Public Hearing does not need to be extended to the October, 2019 Meeting.

Commissioner Rhineberger asked if Mr. Campbell will prepare an amended draft of the Sign Ordinance with the directives of the Planning and Zoning Commission and present it for review at the October, 2019 Meeting. Mr. Campbell stated yes.

Mr. Campbell asked the Planning and Zoning Commission for specific direction on what amendments they would like included in the Sign Ordinance.

Commissioner Rhineberger stated that he would like temporary signs to be defined by a certain size and that the Ordinance has language allowing the City staff to remove a temporary sign that has been in place for a certain number of days.

The Commission Members discussed and directed Mr. Campbell to amend the Sign Ordinance with the following:

- Create an exemption for temporary signs that will be out for five (5) or less days.
- Create a maximum of fifteen (15) days for any temporary sign in a calendar year.

- Define that the temporary sign is three (3) square feet or less.
- The City has the right to remove any sign that's not in compliance.
- Allow for signs to be up longer than five (5) days consecutively or fifteen (15) days a year by issuance of a *Temporary Sign Permit*.

Commissioner Gurneau closed the Public Hearing at 7:53 p.m. and opened the Planning and Zoning Commission Meeting at 7:54 p.m.

**7. NO OLD BUSINESS.**

**8. NEW BUSINESS**

**A. City Planner Updates**

Ms. Boelter stated that Mr. Myles Campbell has taken a new position with the City of Golden Valley, Minnesota.

Ms. Boelter stated that Mr. Ryan Grittman will be the new City Planner for the City of Montrose. She continued by referencing Mr. Grittman's resume that she distributed to the Planning and Zoning Commission Members.

Mr. Campbell gave a brief overview of the City of Montrose's Planning and Zoning items that will be continued by Mr. Grittman.

**B. Planning and Zoning Commission Meeting Day**

Ms. Boelter stated that Mr. Grittman has a prior commitment to another city that he works for and cannot make the third (3<sup>rd</sup>) Wednesday of the month for the City of Montrose's Planning and Zoning Commission Meetings.

Ms. Boelter asked the Planning and Zoning Commission Members if they would be willing to change the City's Planning and Zoning Commission Meeting to the second (2<sup>nd</sup>) Wednesday of each month. The Commissioners discussed and were in agreement to move the City of Montrose's Planning and Zoning Commission Meetings to the 2<sup>nd</sup> Wednesday of each month.

**Commissioner Rhineberger motioned to move the Wednesday, October 16, 2019 Planning and Zoning Commission Meeting to Wednesday, October 9, 2019. Commissioner Scanlon seconded the motion. Motion carried 5-0.**

**Commissioner Rhineberger motioned to permanently reschedule the Planning and Zoning Commission Meetings from the third (3<sup>rd</sup>) Wednesday of each month to the second (2<sup>nd</sup>) Wednesday of each month. Commissioner Emery seconded the motion. Motion carried 5-0.**

**9. NEXT MEETING**

A. Wednesday, October 9, 2019 to be held at the Montrose Community Center – 7:00 p.m.

**10. ADJOURNMENT**

**Commissioner Henry motioned to adjourn the Planning and Zoning Commission Meeting at 8:05 p.m. Commissioner Scanlon seconded the motion. Motion carried 5-0.**

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Tracy Gurneau  
Chair  
City of Montrose

ATTEST:

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Deborah R. Boelter, CMC  
City Administrator  
City of Montrose

Census Job Recruitment  
Tuesday, October 22<sup>nd</sup>, 2019  
7:30 a.m. – 12:00 noon  
Montrose City Hall  
Conference Room  
311 Buffalo Avenue South

# WE CAN BE CENSUS TAKERS

**APPLY ONLINE!**  
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2020 Census jobs provide:

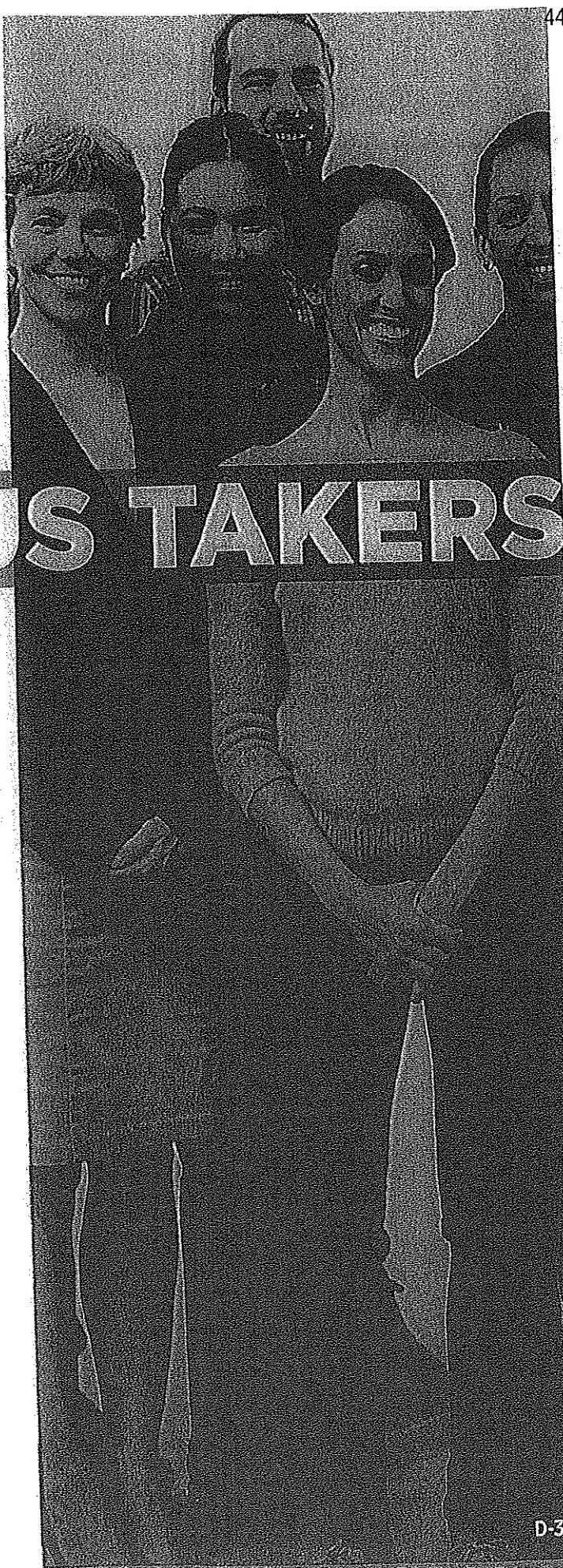
- ✓ Great pay
- ✓ Flexible hours
- ✓ Weekly pay
- ✓ Paid training

For more information or help applying, please call  
**1-855-JOB-2020**

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United States  
**Census  
2020**



D-3282

CITY OF MONTROSE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA

RESOLUTION ALLOWING THE ASSESSMENT OF UNPAID UTILITIES TO THE 2020 TAXES

RESOLUTION 2019-29

WHEREAS, the Montrose City Council has reviewed the unpaid utility bills pursuant to Montrose City Code 30.07; and

WHEREAS, the property owners have been properly notified of said pending assessment;

NOW THEREFORE, BE IT RESOLVED; that the City Clerk will certify to the County Auditor for inclusion on the 2020 tax statements, those bills which remain unpaid as of October 11, 2019.

Councilmember \_\_\_\_\_ moved for the adoption of the above resolution.

Councilmember \_\_\_\_\_ seconded the motion.

In favor:

Opposed:

Date:

Signed: \_\_\_\_\_  
Michelle Otto, Mayor

Attest: \_\_\_\_\_  
Deborah Boelter, Administrator

# UTILITY ASSESSMENTS

## OCTOBER, 2019

<u>Name/Address</u>	<u>PID</u>	<u>Amount</u>
Scott Gertjejansen 251 2 <sup>nd</sup> Street S. Montrose, MN 55363	112-010-005020	340.91
Josh Kuehn 231 Center Avenue S. Montrose, MN 55363	112-012-003070	264.31
Jacob Middagh 154 Crystal Circle Montrose, MN 55363	112-017-002030	75.00
Jeff Drews 403 1 <sup>st</sup> Street N. Montrose, MN 55363	112-021-001050	561.78
Edgar Cruz Bernal 308 Mindy Lane Montrose, MN 55363	112-022-002050	280.91
Kelley Martin 121 Garner Circle Montrose, MN 55363	112-026-001120	472.51
Mary Kellog 127 Garner Circle Montrose, MN 55363	112-026-001150	114.50
Rural Housing Service 602 Fairmont Avenue N. Montrose, MN 55363	112-031-006020	362.15
Christopher Rosendahl 713 7 <sup>th</sup> Street N. Montrose, MN 55363	112-031-009020	21.88

Joseph DeLude 204 Rock Brook Blvd Montrose, MN 55363	112-036-001110	411.00
Adam Erickson 430 Buffalo Avenue S. Montrose, MN 55363	112-500-012206	285.67
Keystone One, LLC 110 – 132 2 <sup>nd</sup> Street S. Montrose, MN 55363	112-500-363318	,,, 1,167.87

CITY OF MONTROSE  
COUNTY OF WRIGHT  
STATE OF MINNESOTA

RESOLUTION ALLOWING THE ASSESSMENT OF UNPAID CHARGES TO THE 2020 TAXES

RESOLUTION 2019-30

WHEREAS, the Montrose City Council has reviewed the unpaid charges; and

WHEREAS, the property owners have been properly notified of said pending assessment;

NOW THEREFORE, BE IT RESOLVED; that the City Clerk will certify to the County Auditor for inclusion on the 2020 tax statements, those charges which remain unpaid as of October 11, 2019.

Councilmember \_\_\_\_\_ moved for the adoption of the above resolution.

Councilmember \_\_\_\_\_ seconded the motion.

In favor:

Opposed:

Date:

Signed: \_\_\_\_\_  
Michele Otto, Mayor

Attest: \_\_\_\_\_  
Deborah Boelter, Administrator



**UNPAID CHARGES ASSESSMENTS****OCTOBER, 2019**

<u>Name/Address</u>	<u>PID</u>	<u>Amount</u>
Dean Kalenda 201 Garfield Avenue N. Montrose, MN 55363	112-023-002080	\$ 25.00
Andrew Opsahl 601 Fairmont Avenue N. Montrose, MN 55363	112-031-005020	\$ 25.00
Lindsey Goodale 818 Emerson Avenue N. Montrose, MN 55363	112-039-003010	\$ 25.00
Michael Oak 834 Emerson Avenue N. Montrose, MN 55363	112-039-003090	\$100.00

**JOINT RESOLUTION NO. 2019-1**  
**TOWN OF MARYSVILLE AND CITY OF MONTROSE**  
**WRIGHT COUNTY, MINNESOTA**

**A JOINT RESOLUTION AND AGREEMENT FOR ORDERLY  
 ANNEXATION OF LAND TO THE CITY OF MONTROSE**

**WHEREAS**, Marysville Township (the "Township") and the City of Montrose (the "City") entered into an orderly annexation agreement by City resolution number 2008-01 and Township resolution number 2007-02, filed in OAH Docket No. OA-1379 ("Agreement");

**WHEREAS**, the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustment Unit, issued a Findings of Fact, Conclusions of Law, and Order for Further Proceedings in MBAU Docket A-8201 on June 19, 2019, stating that the Agreement was accepted by that office and is valid;

**WHEREAS**, the Agreement designates land as in need of orderly annexation, including the following property:

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

**Parcel A**

That part of the Southeast Quarter of Section 26, Township 119, Range 26, described as follows Commencing at the Northeast corner of said Southeast Quarter, thence on a bearing of South 0 degrees 00 minutes 00 seconds East along the East line of said Southeast Quarter a distance of 835.70 feet to the point of beginning, thence continue South 0 degrees 00 minutes 00 seconds East along said East line a distance of 275.00 feet, thence North 90 degrees 00 minutes 00 seconds West a distance of 396.00 feet, thence North 0 degrees 00 minutes 00 seconds West a distance of 275.00 feet, thence South 0 degrees 00 minutes 00 seconds East a distance of 396.00 feet to the point of beginning, according to the United States Government Survey thereof, Wright County, Minnesota.

**LINE A**

Commencing at the northeast corner of the Southeast Quarter of Section 26, Township 119 North, Range 26 West, Wright County, Minnesota, thence South 00 degrees 16 minutes 27 seconds West, assumed bearing, along the east line of said Southeast Quarter, 835.70 feet

to the northeast corner of the above described tract, thence North 89 degrees 43 minutes 33 seconds West, along the north line of the above described tract, 396.00 feet to the northwest corner of the above described tract, thence continuing North 89 degrees 43 minutes 33 seconds West along the westerly extension of said north line 36.00 feet, thence South 00 degrees 16 minutes 27 seconds West 102.43 feet, thence southeasterly 136.95 feet, along a non-tangential curve concave to the southwest, having a radius of 560.00 feet, a central angle of 14 degrees 00 minutes 44 seconds, and a chord which bears South 15 degrees 00 minutes 17 seconds East, to a west line of the above described tract and the point of beginning of the line to be described, thence southeasterly a distance of 41.03 feet continuing along the last described curve concave to the west, having a radius of 560.00 feet, a central angle of 04 degrees 11 minutes 53 seconds, to the south line of the above described tract and said line there terminating.

**EXCEPT**

All land which has previously been annexed into the city.

("Land");

**WHEREAS**, the Land is owned by the City, and the City has submitted a petition for annexation to the City and paid all applicable fees and deferred special assessments including interest, if any; and

**WHEREAS**, the City and Township have discussed the petition and specified environmental or water runoff concerns, and further determined that a joint public meeting to discuss the petition with the property owner would not serve the public interest;

**WHEREAS**, the necessary criteria for annexation of the Land pursuant to the Agreement have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montrose and the Town Board of Marysville Township, that the Land is hereby annexed into the City.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the City Council of the City of Montrose.

CITY OF MONTROSE

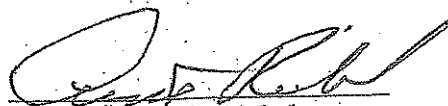
By: \_\_\_\_\_  
Michelle Otto, Mayor

ATTEST:


\_\_\_\_\_  
Deb Boelter, Clerk-Treasurer

ADOPTED this 29<sup>th</sup> day of July, 2019, by the Marysville Town Board of Supervisors.

MARYSVILLE TOWNSHIP

  
Chairman Augie Riebel

ATTEST:

  
Clerk Deb Uecker

**JOINT RESOLUTION NO. 2019-2**  
**TOWN OF MARYSVILLE AND CITY OF MONTROSE**  
**WRIGHT COUNTY, MINNESOTA**

**A JOINT RESOLUTION AND AGREEMENT FOR ORDERLY  
 ANNEXATION OF LAND TO THE CITY OF MONTROSE**

**WHEREAS**, Marysville Township (the "Township") and the City of Montrose (the "City") entered into an orderly annexation agreement by City resolution number 2008-01 and Township resolution number 2007-02, filed in OAH Docket No. OA-1379 ("Agreement"), the validity of which was confirmed in a State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustment Unit, Findings of Fact, Conclusions of Law, and Order for Further Proceedings in MBAU Docket A-8201 on June 19, 2019;

**WHEREAS**, the Agreement designates land as in need of orderly annexation, including the following property:

That part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 119, Range 26, Wright County, Minnesota, described as follows:

Beginning at the southwest corner of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 40 minutes 50 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Northwest Quarter, a distance of 627.71 feet; thence North 89 degrees 19 minutes 10 seconds East, a distance of 390.00 feet; thence South 00 degrees 40 minutes 50 seconds East, a distance of 183.07 feet; thence South 13 degrees 03 minutes 28 seconds East, a distance of 154.97 feet; thence South 36 degrees 11 minutes 14 seconds East, a distance of 202.58 feet; thence South 59 degrees 19 minutes 01 seconds East, a distance of 202.58 feet; thence South 00 degrees 47 minutes 22 seconds West, a distance of 40.53 feet to the south line of said Southwest Quarter of the Northwest Quarter; thence North 89 degrees 15 minutes 59 seconds West, along said line, a distance of 713.04 feet, to the point of beginning.

**EXCEPT**

All land which has previously been annexed into the city.

("Land");

**WHEREAS**, the Land is owned by the City, and the City has submitted a petition for annexation to the City and paid all applicable fees and deferred special assessments including interest, if any; and

**WHEREAS**, the City and Township have discussed the petition and specified environmental or water runoff concerns, and further determined that a joint public meeting to discuss the petition with the property owner would not serve the public interest;

**WHEREAS**, the necessary criteria for annexation of the Land pursuant to the Agreement have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montrose and the Town Board of Marysville Township, that the Land is hereby annexed into the City.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the City Council of the City of Montrose.

CITY OF MONTROSE

By: \_\_\_\_\_  
Michelle Otto, Mayor

ATTEST:

\_\_\_\_\_  
Deb Boelter, Clerk-Treasurer



ADOPTED this 29<sup>th</sup> day of July, 2019, by the Marysville Town Board of Supervisors.

MARYSVILLE TOWNSHIP

  
Chairman Augie Riebel

ATTEST:

  
Clerk Deb Uecker

# REQUEST FOR COUNCIL ACTION

Submittal deadline is Tuesday prior to the council meeting

MEETING DATE October 14, 2019

NAME: Justin Thorndal

ADDRESS: 1009 Christof Ct Montrose MN 55363

Please write a brief paragraph listing the item you wish to present to the council:

Hello all,

My name is Justin Thorndal and I am reaching out today because my family IS in need of your help.

In short I am a stay at home dad of 4, (6, 4, 3, 5mo), and my wife just went back to work from maternity leave. We spent the better part of July at my parents house up north, and when we were gone Montrose got hit with a bad storm. We had a GFI outlet trip and lost power to our Fridge/Freezer, and lost all our food. Approx 2 gallons of Breast milk, 30 lbs of venison, chicken, etc. I also fried a switch on our water softener that let the water run non stop. I resolved the issue as soon as we recieved the notice of high usage, however the damage was already done. Now we have a water bill we are unable to pay. We have tightened our budget as much as we can, canceling tv, not going out at all, etc. However even with the payment plan through the city we are unable to get close to the amount owed. We need help, plain and simple. I look forward to speaking with you all on the 14th.

Thank you for your time - Justin Thorndal

Council Action: Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_ To: \_\_\_\_\_

**m MINNESOTA**  
**PUBLIC FACILITIES AUTHORITY**

September 6, 2019

Deborah Boelter, Clerk-Treasurer  
City of Montrose  
P.O. Box 25  
Montrose, MN 55363-0025

RE: BOND PURCHASE AND PROJECT LOAN AGREEMENT  
Project Funding ID(s): MPFA-DWRF-L-023-FY20

Dear Deborah:

Enclosed are two copies of the above referenced agreement. Please have the appropriate individuals review, sign, and date, then return both copies in the addressed envelope enclosed.

**Also, be sure to include a copy of your approved resolution, prepared by Bond Counsel, authorizing issuance of the note and execution of the loan agreement.**

I will return one fully executed agreement to you for your records upon completion of the state signature process.

If you have any questions about any of this material, please feel free to contact your PFA program representative Kathe Barrett at 651.259.7464 or [Kathe.Barrett@state.mn.us](mailto:Kathe.Barrett@state.mn.us).

Sincerely,

*Jennie Brown*

Jennie Brown, Contract Coordinator  
MN Public Facilities Authority

C: Kathe Barrett

Enclosures

**MINNESOTA PUBLIC FACILITIES AUTHORITY  
BOND PURCHASE AND PROJECT LOAN AGREEMENT**

This BOND PURCHASE AND PROJECT LOAN AGREEMENT ("the Agreement"), is between the Minnesota Public Facilities Authority (the "Authority") and the City of Montrose ("Recipient") and is dated September 5, 2019.

The Project consists of construction of a new well (#6) and associated well house, a new generator and demolition of well house #1 ("the Project"). The Project is further described and detailed in the MN Department of Health's certification(s) dated June 28, 2019 and in the Recipient's Project application which is incorporated herein.

Program Funding for the Project	Name	Legal citations	Funding IDs	Amounts
Drinking Water State Revolving Fund Loan	("the Loan")	MS 446A.081; MN Rules 7380 .0250-.0297	MPFA-DWRF-L-023-FY20	\$1,377,092
<b>Total Authority Project Financing:</b>				\$1,377,092

**ARTICLE 1 – TERMS AND CONDITIONS**

**Section 1.1 Terms.** (a) General: The Authority hereby commits, subject to the availability of funds and the conditions and legal citations herein set forth, to provide ONE MILLION THREE HUNDRED SEVENTY SEVEN THOUSAND NINETY TWO DOLLARS (\$1,377,092) to the Recipient for the purpose of financing eligible costs of the Project.

(b) Loan: The Loan shall be evidenced by the Note described in Section 1.4 of this Agreement (the "Note"). The final maturity date of the Loan will be August 20, 2039. The aggregate principal amount of the Loan disbursed and outstanding will bear interest and servicing fees collectively at the rate of 1.000% per annum accruing from and after the date of the Note through the date on which no principal of the Loan remains unpaid and all accrued interest and servicing fees thereon have been paid.

(c) Grant(s): This subsection is intentionally left blank.

**Section 1.2 Authority Sources of Funds.** (a) The Recipient acknowledges that the Authority may use the proceeds of one or more series of the Authority's revenue bonds (the "Bonds"), federal capitalization grants, proceeds of state general obligation bonds, state appropriations from the Clean Water Legacy Fund, or other funds of the Authority, or a combination thereof, to fund the Agreement.

(b) At the written request of the Recipient, the Authority will provide information with respect to the funding of the Agreement, from time to time.

(c) Allocation and pledging of Loan: The Authority may, at any time, pledge the Loan as security for its Bonds. The Authority in its sole discretion may allocate the Loan to one or more sources of funds and may from time to time reallocate the Loan to one or more different sources of funds, including one or more different series of Bonds (whether or not that series of Bonds refunded the series of Bonds to which the Loan was originally allocated), or may sell the Loan if permitted by the documents relating to its Bonds.

**Section 1.3 Disbursements.** (a) **Delivery of Note:** No funds will be disbursed by the Authority to the Recipient until the Recipient has delivered its Note to the Authority as set forth in section 1.4.

(b) All Recipient disbursement requests will be subject to Authority approval and will be disbursed on a cost reimbursement basis, consistent with the budget presented in the Recipient's application. The Authority may withhold or disallow all or part of the amount requested if the Authority determines the request is not in compliance with this Agreement, applicable federal and state laws, regulations or rules as then in effect.

(c) The Authority will disburse funds pursuant to approved disbursement requests complying with the provisions of this Agreement. Each disbursement request must be for eligible costs for completed work on the Project and must be submitted on or before the deadlines established by the Authority and on a form prescribed by the Authority. Each disbursement request must include supporting invoices and billing statements and be signed by an employee or elected official of the Recipient.

(d) The Authority will reimburse the Recipient for eligible Project costs incurred prior to the execution of this Agreement only to the extent approved in connection with the Authority's approval of the Recipient's application.

(e) The Authority will make disbursements to the Recipient within 30 days of receipt of the Recipient's request, unless the Authority determines to withhold disbursement in accordance with the provisions of this Agreement. The Authority will endeavor to pay disbursement requests submitted by the Recipient not later than the 15th day of the month by the last day of the same month.

(f) If the entire amount specified in Section 1.1 is not fully disbursed by June 30, 2023 the Authority will not make any further disbursements. In that event or if final eligible Project costs are less than the total financing amount specified in Section 1.1, the undisbursed balance of the Loan will be applied to the outstanding principal installments of the Loan on a pro rata basis or as otherwise determined by the Authority. The Authority will revise Exhibit A to this Agreement to reflect the reduction in principal amount and promptly deliver a copy to the Recipient.

**Section 1.4 Security.** (a) The Recipient must issue to the Authority its Taxable General Obligation Revenue Note to evidence its obligation to repay the Loan. The Authority will not disburse funds to the Recipient under this Agreement until the Recipient delivers to the Authority the executed Note, a certified copy of resolutions or other authority by the appropriate governing body or bodies as have authorized the execution and performance of this Agreement and the Note in accordance with applicable law, and all opinions, certificates and documents requested by, and in a form acceptable to, the Authority.

(b) The Recipient represents and agrees that the Note is a general obligation debt of the Recipient and will be shown as such on its financial statements and be treated in all respects as a general obligation debt of the Recipient. For purposes of permitting sale of the Note to the Authority, the Authority represents that it is a "board, department or agency" of the State of Minnesota within the meaning of Minnesota Statutes, Section 475.60, subdivision 2, clause (4), as amended.

(c) The obligations of the Recipient under the Note evidence amounts payable under the Loan. Each payment made pursuant to the Note will be deemed to be a credit against the corresponding obligation of the Recipient under the Loan and any such payment will fulfill the Recipient's obligation to pay that amount hereunder.

(d) The Recipient agrees to impose and collect rates and charges in compliance with Minnesota Statutes and in accordance with the Recipient's service charge system, so that sufficient gross revenues are available, together with other sources as may be applicable, for the payment of system costs, including operation and maintenance expenses and principal, interest and servicing fees due on any outstanding debt payable from those revenues. The Recipient agrees to annually review and ensure that the gross revenues are sufficient for the payment of all system costs.

**Section 1.5 Mandatory Payments.** (a) The Recipient must repay the principal amount of the Loan, together with accrued interest and servicing fees, in the amounts and on the dates set forth in Exhibit A attached hereto (notwithstanding the rate of disbursement of the proceeds of the Loan), subject to adjustment as set forth in Section 1.3 or 1.6. The interest payment shown on Exhibit A is for informational purposes only; the actual interest payment will be the amount of interest which has accrued to the date of payment. The Authority will be entitled to retain for its own purposes any interest earnings on Loan proceeds that are not disbursed and will not be obligated to credit any such interest earnings against any required repayment of principal or payment of interest and servicing fees. Any payment of principal or interest received by the Authority in excess of the amounts set forth in Exhibit A, as then in effect, which is not a mandatory payment as designated in paragraph (b), or not expressly designated by the Recipient to be treated as an optional prepayment may, in the sole discretion of the Authority, be (i) held without interest payable by the Authority and applied to a future payment due on the Loan in a manner determined by the Authority, (ii) treated as a prepayment of principal on the Loan, or (iii) returned to the Recipient as an overpayment. Other than prepayments, the Authority will apply any payments received under the Note as follows: first, to the payment of any costs or expenses incurred by the Authority in enforcing any provision of the Note or this Agreement; second, to the payment of accrued and unpaid interest and servicing fees on the Note; and third, to the payment of principal of the Note then due.

(b) If the Recipient has pledged to the repayment of the Loan revenues subject to prepayment or lump-sum payments by a third party, such as special assessments or connection charges from another municipality, the Recipient will notify the Authority immediately upon receipt of any such payment. The Authority, in its sole discretion, may direct the Recipient to use the funds for the payment of eligible construction costs of the Project, or to transmit the funds to the Authority for payment on the Loan, immediately or at a later date. Any such payment received by the Authority may be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments, or, in the sole discretion of the Authority, may be applied to one or more future principal payments on the Loan in a manner determined by the Authority.

**Section 1.6 Optional Prepayments.** (a) The Recipient may not prepay the Loan except upon written consent of the Authority. If the Authority has consented, then upon 45 days' prior written notice to the Authority (or such lesser period as the Authority may accept), the Recipient may prepay the Loan and the Note, in whole or in part, on any February 20 or August 20 at a redemption price equal to the principal amount to be prepaid, together with accrued interest and servicing fees thereon to the redemption date and a premium equal to all fees and expenses of the Authority, if any, in connection with the prepayment, including any fees, expenses or other costs relating to the payment and redemption of the Bonds as determined by the Authority.

(b) This subsection left blank intentionally for taxable Notes.

(c) The Authority will apply any amount paid by the Recipient to prepay all or a portion of the Note as follows: first, to the payment of fees, expenses and other costs of the Authority as provided in Subsection (a); second, to the payment of interest and servicing fees on the principal amount of the Note to be prepaid; and, third, to the principal of the Note. The principal amount of a partial prepayment will, in the sole discretion of the Authority, (i) be applied to one or more future principal payments of the Loan in a manner determined by the Authority, or (ii) be applied to reduce each unpaid annual principal installment of the Loan in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be re-amortized to provide proportionately reduced principal payments in each year).

## **ARTICLE 2 – RECIPIENT RESPONSIBILITIES AND PROJECT COMPLIANCE**

**Section 2.1 Recipient Responsibilities with Respect to the Project.** (a) The Recipient must meet all requirements in the project application submitted to the Authority as to compliance with federal and state laws, rules and regulations and include in any contract or subcontract related to the Project provisions requiring contractor and subcontractor compliance with applicable state and federal laws. The requirements in that application are hereby incorporated by reference.

(b) The Recipient agrees to commence construction and complete the Project with reasonable diligence, regardless of the sufficiency of loans or grants therefor from the Authority to pay eligible project costs.

(c) The Recipient will not enter into a sale, lease, transfer or other use agreement of any part of the Project, or change the use of the Project, without the prior written approval of the Authority if that sale, lease, transfer, agreement or change in use would (i) violate the covenants set forth in Article 3 or Article 4, or (ii) violate the conditions under which any capitalization grants were furnished by the United States Environmental Protection Agency (the "EPA"), or (iii) otherwise violate any terms or conditions of this Agreement.

(d) The Recipient must maintain adequate property insurance coverage for the Project in those amounts and with those limits as it determines in good faith to be reasonable or in those amounts and with those limits as the Authority may require from time to time. The Recipient may substitute adequate, actuarially sound self-insurance or risk retention program(s) for property insurance coverage, so long as such program(s) are consistent with applicable laws and state and federal regulations.

(e) The Recipient must complete the Project in accordance with all applicable federal, state and local statutes, rules, regulations, ordinances, reporting requirements, approvals, and state agency certifications governing the design and construction of the Project, and operate the Project's system in compliance with all applicable federal and state laws and regulations and permit requirements.

(f) The Recipient agrees to exert all reasonable efforts to investigate claims that the Recipient may have against third parties with respect to the construction of the Project and, in appropriate circumstances, take whatever action, including legal action, the Recipient reasonably determines to be appropriate.

(g) Clean Water Legacy logo: This subsection is intentionally left blank.

**Section 2.2 Construction Compliance.** (a) State prevailing wages: The Recipient must comply with the provisions of prevailing wage requirements set forth in Minnesota Statutes, Sections 177.41 to 177.44, as then in effect.

(b) Federal prevailing wages: In addition to the prevailing wage requirements under Subsection (a), the Recipient must comply with, and require that all laborers and mechanics employed by contractors and subcontractors on the Project be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with, the Davis-Bacon Act (40 U.S.C., sec. 276a through 276a-5), as amended.

(c) Federal American Iron and Steel: The Recipient will comply with the American Iron and Steel requirements of the Safe Drinking Water Act, as amended by America's Water Infrastructure Act of 2018, unless the Project is granted a waiver from the EPA.

### **ARTICLE 3 – TAX COMPLIANCE COVENANTS**

The Recipient acknowledges that the Authority has funded, or may fund, all or a portion of the Loan and the Note from the proceeds of Bonds of the Authority that are intended to bear interest that is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes ("Tax-exempt Bonds") and therefore agrees to cooperate with the Authority as necessary to maintain the Bonds that may be issued by the Authority to fund the Loan and the Note, in whole or in part, as Tax-exempt Bonds. The Recipient specifically agrees:

(a) Investments. The Recipient will not invest any sums from time to time held by or under the control of the Recipient that would constitute "gross proceeds" of the Bonds ("Gross Proceeds"), as defined in the Internal Revenue Code of 1986, as amended, and the regulations in effect with respect thereto (the "Code"), at a yield in excess of the applicable yield on the Bonds. The Recipient will not invest proceeds of the Loan and the Note disbursed to it by the Authority. In addition, the Recipient will not invest the Gross Proceeds in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that the investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(b) Tax-Exempt Status of Interest on the Bonds; Rebate. With respect to any Gross Proceeds, the Recipient will comply with the requirements of the Code necessary to maintain the Bonds as Tax-exempt Bonds, including, without limitation, requirements relating to limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States.

(c) Compliance with Instructions. The Recipient will comply with the instructions as may be provided from time to time by the Authority with respect to Gross Proceeds of the Bonds.

(d) Negative Covenant as to Use of Project. The Recipient will not use, or to cause or permit to be used, the proceeds of the Note or the Bonds, or the Project, or enter into any deferred payment arrangements for the cost of the Project, or any lease, use or other agreement with any non-governmental person relating to the use of the Project or security for the payment of the Note, in such a manner to cause the Note to be a "private activity bond" within the meaning of Sections 103 and 141 through 150 of the Code.

Subsections (e) through (k) are intentionally left blank for taxable Notes.



## ARTICLE 4 – COMPLIANCE WITH STATE BOND REQUIREMENTS

**Section 4.1 State Bond Financed Property.** The Recipient and the Authority acknowledge and agree that the Recipient's ownership interest in the Project, consisting of real property, and, if applicable, all facilities located, or that will be constructed and located, on that real property, and all equipment that is a part thereof, that was purchased with the proceeds of state general obligation bond proceeds constitutes "State Bond Financed Property", as that term is used in Minnesota Statutes, Section 16A.695 and the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012 (the "Order"), as such may be amended, modified, supplemented, or replaced from time to time, and therefore the provisions contained in that statute and order apply to the Recipient's ownership interest in the Project and any Use contracts relating thereto. The Recipient agrees that the proceeds of the Agreement must be used, and the Project must be operated, in a manner that complies with Minnesota Statutes, Section 16A.695 and the Order. The Recipient must file the required state bond financed property declaration as provided in the Order and provide a copy of the filed declaration to the Authority, unless the filing requirement is waived in writing by the Commissioner of Minnesota Management and Budget.

**Section 4.2 Lease or Management Contract.** The Recipient agrees that any lease or management or similar contract (each a "Use Agreement") it enters into with respect to property constituting all or a part of the State Bond Financed Property must comply with the following requirements:

- (a) It must be for the express purpose of carrying out a governmental program established or authorized by law and established by official action of the Recipient.
- (b) It must be approved, in writing, by the Commissioner of Minnesota Management and Budget.
- (c) It must be for a term, including any renewals that are solely at the option of the lessee or manager, that is substantially less than the useful life of the property subject to that lease or management contract, but may allow renewal beyond that term upon determination by the Recipient that the use continues to carry out the governmental program.
- (d) It must be terminable by the Recipient if the other contracting party defaults under the contract, or if the governmental program is terminated or changed.
- (e) It must provide for oversight by the Recipient of the operation of the property that is the subject of the Use Agreement.
- (f) It must specifically identify the statute that provides the Recipient authority to enter into the Use Agreement.
- (g) It must contain a provision stating that the Use Agreement is being entered into in order to carry out a governmental program and must specifically identify the governmental program.

**Section 4.3 Sale.** The Recipient must not sell any property constituting all or a part of the State Bond Financed Property unless the sale complies with the following requirements:

(a) The Recipient determines by official action that the property is no longer usable or needed by the Recipient to carry out the governmental program for which it was acquired or constructed.

(b) The sale must be made as authorized by law.

(c) The sale must be for fair market value as defined in Minnesota Statutes, Section 16A.695 as then in effect.

(d) The Recipient obtains the prior written consent of the Commissioner of Minnesota Management and Budget.

**Section 4.4 Changes to Minnesota Statute 16A.695 or the Order.** In the event that Minnesota Statutes Section 16A.695 or the Order is amended in a manner that reduces any requirement imposed upon the Recipient, or if the Recipient's interest in the State Bond Financed Property is exempt from Minnesota Statutes, Section 16A.695 or the Order, then upon written request by the Recipient, the Authority will enter into and execute an amendment to this Agreement to implement that amendment to, or exempt the interest in the Project from, Minnesota Statutes, Section 16A.695 and the Order.

**Section 4.5 Waiver.** The Authority may waive the requirements of Article 4 at any time upon determination by the Authority, and after notifying the Commissioner of Minnesota Management and Budget, that the Project has not been and will not be funded from the proceeds of state general obligation bonds.

## **ARTICLE 5 – DISCLOSURE**

**Section 5.1 Information for Disclosure Documents.** (a) The Recipient agrees to provide to the Authority such information with respect to the Recipient, its duties, operations and functions as may be reasonably requested by the Authority, and hereby consents to its inclusion in the Authority's official statement(s) used in connection with issuance and sale or the re-marketing of its Bonds or continuing disclosure with respect to its Bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of Bonds were or will be loaned to the Recipient.

(b) At the request of the Authority, the Recipient will certify and represent that the information with respect to the Recipient in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Authority require the Recipient to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Recipient determines that it is not able to make that certification and representation, it will provide to the Authority the information for inclusion in the Disclosure Documents necessary for the Recipient to make the certification and representation.

(c) If at any time during the period ending 90 days after the date the Recipient provides information to Authority for inclusion in a Disclosure Document any event occurs that the Recipient believes would cause the information with respect to the Recipient in the Disclosure Document to omit a material fact or make the statements therein misleading, the Recipient agrees to promptly notify the Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment

thereof or a supplement thereto. At the request of the Authority, the Recipient will also provide the certification and representation required in (b) above with respect to that information.

(d) The Recipient agrees to provide such information as may be reasonably requested by any rating agency in connection with rating the Bonds of the Authority.

**Section 5.2 Continuing Disclosure.** If the Authority, in its sole discretion, determines, at any time prior to payment of the Loan in full, (i) that the Recipient is a material "obligated person," as the term "obligated person" is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12") or (ii) that an event has occurred with respect to the Recipient or the Loan that must be disclosed under Rule 15c2-12, or (iii) that any other action of the Recipient has occurred which the Authority determines in its sole discretion is material to an investor in the Bonds, the Recipient covenants that it will authorize and provide to the Authority, for inclusion in a Disclosure Document, all statements and information relating to the Recipient deemed material by the Authority for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5 promulgated pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), including certificates and written representations of the Recipient evidencing satisfaction of the requirements of Rule 15c2-12 and Rule 10b-5. The Authority, in its sole discretion and as set forth in a resolution or official statement of the Authority, will determine materiality under each of clause (i) and clause (iii) pursuant to criteria established from time to time. The Recipient further covenants that, if determined to be such a material obligated person, it will execute and deliver a continuing disclosure agreement, in that form as the Authority determines to be necessary, desirable or convenient, in its sole discretion, for the purpose of meeting the requirements of Rule 15c2-12. Pursuant to the terms and provisions of that continuing disclosure agreement, the Recipient will thereafter provide ongoing disclosure with respect to all annual and event information and financial statements relating to the Recipient required by a continuing disclosure undertaking under Rule 15c2-12. The Recipient further agrees that the Authority will have the right to disclose any information about the Recipient or the Loan, whether or not received from the Recipient, determined by the Authority in its sole discretion, to be material with respect to any of its Bonds.

## **ARTICLE 6 – SYSTEM REPLACEMENT FUND**

This article is intentionally left blank.

## **ARTICLE 7 - FINANCIAL RECORDS, AUDITS, REPORTS AND INSPECTIONS**

**Section 7.1 Financial Recordkeeping.** For all expenditures made pursuant to this Agreement, the Recipient must keep financial accounts and records in accordance with generally accepted accounting principles including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures and any investments made with proceeds of the Loan or other "gross proceeds" of the Note or the tax-exempt Bonds of the Authority. Such accounts and records must be accessible and available for a minimum of six years from the date of initiation of operation of the Project and for so long as the Note is outstanding for examination by authorized representatives of the Authority, the Office of the Legislative Auditor, the Office of the State Auditor and the EPA Office of Inspector General.

**Section 7.2 Annual Financial Reports.** (a) The Recipient must annually provide to the Authority for the term of the Loan a copy of an independent audit of its financial statements. All audit reports must be submitted within 30 days after the completion of the audit but no later than one year after the end of the fiscal year to be audited. The audits must be conducted in accordance with generally accepted government auditing standards and in compliance with Subpart F (Audit Requirements) of Title 2 U.S. Code of Federal Regulations Part 200.

(b) The Recipient must describe the Note as general obligation debt of the Recipient in its annual audited financial statements for the term of the Loan.

**Section 7.3 Annual Minority and Women Business Enterprise Report.** If requested, the Recipient will submit to the Authority, within 20 days of the end of the annual reporting period, EPA Form 5700-52A to report on the award of prime contracts or subcontracts to any certified Minority and Women Business Enterprise (MBE/WBE) firms until the Project is complete.

**Section 7.4 General.** The Recipient must submit the project reports required by the Authority on forms prescribed by the Authority.

**Section 7.5 Inspections.** The Recipient, upon reasonable request by the Authority, must allow the Authority and its agents to inspect the Project.

## **ARTICLE 8 – GOVERNMENT DATA PRACTICES**

The Recipient agrees, with respect to any data that it possesses regarding the Project, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

## **ARTICLE 9 - DEFAULT AND REMEDIES**

**Section 9.1. Events of Default.** Any of the following is an event of default under this Agreement:

(a) The Recipient does not make a Loan payment when due;

(b) The Recipient does not comply with any other provision of this Agreement or the Note after written notice from the Authority, and for a three-month period the Recipient does not cure that default or provide a written plan acceptable to the Authority providing for that cure or, if the Authority accepts a plan for cure, the Recipient does not cure that default within the time period specified therein.

**Section 9.2 Remedies.** (a) If an event of default described in Section 9.1(a) of this Agreement occurs, the Authority will impose an interest penalty as provided in Minn. Rules Part 7830.0296, Subpart 1. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) reject any pending application by the Recipient for financial assistance, (3) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (4) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended.

(b) If an event of default described in Section 9.1(b) of this Agreement occurs, the Authority will impose an immediate increase in the interest rate on the Loan by eliminating all interest rate discounts that were applied in determining the interest rate under Minn. Rules Part 7380.0272. The Authority may also exercise one or more of the following remedies: (1) withhold approval of any disbursement request, (2) demand repayment of any grant disbursements under this Agreement, (3) reject any pending application by the Recipient for financial assistance, (4) to the extent permitted by law, demand immediate payment of the Loan and the Note in full and, upon such demand, the outstanding principal amount of the Loan and Note will be immediately due and payable, with interest accrued thereon to the date of payment, or (5) exercise any other remedy available to the Authority at law or in equity, including under Minnesota Rules, Chapter 7380, as amended. If the Authority subsequently determines that the Recipient has cured all events of default, the interest rate on any unpaid Loan principal will then revert back to the original interest rate.

## **ARTICLE 10 – ADMINISTRATION**

**Section 10.1 Amendments.** Any amendments to this Agreement must be in writing and must be executed by the Recipient by the same officials who signed the Agreement, or their successors.

**Section 10.2 Termination of Loan.** The obligations of the Recipient under this Agreement (except the obligations set forth in Section 2.1 (c), (d) and (e) and Article 4 hereof) will terminate when the Loan is fully paid.

**Section 10.3 Fees.** (a) Pursuant to Minnesota Statutes, section 446A.04, subdivision 5(a), the Authority may charge application fees and loan repayment servicing fees.

(b) Application fee: The application fee is waived by the Authority.

(c) Loan repayment servicing fees: The Recipient acknowledges that the Authority may apply up to 2 percent of any loan repayment as a servicing fee and that such fee will not increase the amount of any repayments or extend the period of repayment.

**Section 10.4 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and will be sufficient if delivered by courier or overnight delivery service or sent by certified mail (return receipt requested), postage prepaid, to the address of the party to whom it is directed. That address must be the address specified below or a different address as may hereafter be specified by either party by written notice to the other:

In the case of the Authority:

Minnesota Public Facilities Authority  
Attention: Executive Director  
1st National Bank Building  
332 Minnesota Street, Suite W820  
Saint Paul, MN 55101-1378

In the case of the Recipient:

City of Montrose  
Attention: Mayor  
311 Buffalo Avenue South  
Montrose, MN 55363-9415

Recipient name: City of Montrose  
 Project Funding ID(s): MPFA-DWRF-L-023-FY20

The Authority and the Recipient have caused this Agreement to be duly executed by their duly authorized undersigned representatives. Statutory Cities must execute this Agreement as provided in Minnesota Statutes, Section 412.201, as amended. Home Rule Charter Cities must execute this Agreement as provided in Minnesota Statutes, Chapter 410, as amended.

**RECIPIENT:** We have read and we agree to all of the above provisions of this Agreement.

By \_\_\_\_\_

Title Michelle Otto  
 Mayor

Date \_\_\_\_\_ 2019

By \_\_\_\_\_

Title Deborah Boelter  
 Clerk - Treasurer

Date \_\_\_\_\_ 2019

**MINNESOTA PUBLIC FACILITIES AUTHORITY:**

By \_\_\_\_\_

Title Steve Grove, or delegate  
 Chair

Date SEP - 5 2019

**ENCUMBERED:** Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

By \_\_\_\_\_

PO date 09/05/19

PO ID(s) B2401:3000002734

## Montrose - dw02

Loan Amortization Schedule  
MPFA-DWRF-L-023-FY20

funding dates:

1,377,092.00

Rate: 1.000%

Date:

Maturity: 08/20/39

Taxable  
private activity: Nofinal loan amount: 1,377,092.00

Date	Effective	Source	Disbursement	Repayment	Interest	Principal	Loan Balance	Annlt Debt Srv
projected	10/23/19	Op Res	1,377,092.00				1,377,092.00	
	11/27/19	Op Res			1,300.59		1,377,092.00	
	12/25/19	Op Res			2,371.66		1,377,092.00	
	01/29/20	Op Res			3,672.25		1,377,092.00	
	02/26/20	Op Res			4,705.07		1,377,092.00	
projected	03/25/20	Op Res			5,814.39		1,377,092.00	
	08/20/20			11,753.01	11,361.01	392.00	1,376,700.00	11,753.01
	02/20/21			6,883.50	6,883.50		1,376,700.00	
	08/20/21			72,883.50	6,883.50	66,000.00	1,310,700.00	79,767.00
	02/20/22			6,553.50	6,553.50		1,310,700.00	
	08/20/22			73,553.50	6,553.50	67,000.00	1,243,700.00	80,107.00
	02/20/23			6,218.50	6,218.50		1,243,700.00	
	08/20/23			73,218.50	6,218.50	67,000.00	1,176,700.00	79,437.00
	02/20/24			5,883.50	5,883.50		1,176,700.00	
	08/20/24			73,883.50	5,883.50	68,000.00	1,108,700.00	79,767.00
	02/20/25			5,543.50	5,543.50		1,108,700.00	
	08/20/25			74,543.50	5,543.50	69,000.00	1,039,700.00	80,087.00
	02/20/26			5,198.50	5,198.50		1,039,700.00	
	08/20/26			75,198.50	5,198.50	70,000.00	969,700.00	80,397.00
	02/20/27			4,848.50	4,848.50		969,700.00	
	08/20/27			74,848.50	4,848.50	70,000.00	899,700.00	79,697.00
	02/20/28			4,498.50	4,498.50		899,700.00	
	08/20/28			75,498.50	4,498.50	71,000.00	828,700.00	79,997.00
	02/20/29			4,143.50	4,143.50		828,700.00	
	08/20/29			76,143.50	4,143.50	72,000.00	756,700.00	80,287.00
	02/20/30			3,783.50	3,783.50		756,700.00	
	08/20/30			75,783.50	3,783.50	72,000.00	684,700.00	79,567.00
	02/20/31			3,423.50	3,423.50		684,700.00	
	08/20/31			76,423.50	3,423.50	73,000.00	611,700.00	79,847.00
	02/20/32			3,058.50	3,058.50		611,700.00	
	08/20/32			77,058.50	3,058.50	74,000.00	537,700.00	80,117.00
	02/20/33			2,688.50	2,688.50		537,700.00	
	08/20/33			77,688.50	2,688.50	75,000.00	462,700.00	80,377.00
	02/20/34			2,313.50	2,313.50		462,700.00	
	08/20/34			77,313.50	2,313.50	75,000.00	387,700.00	79,627.00
	02/20/35			1,938.50	1,938.50		387,700.00	
	08/20/35			77,938.50	1,938.50	76,000.00	311,700.00	79,877.00
	02/20/36			1,558.50	1,558.50		311,700.00	
	08/20/36			78,558.50	1,558.50	77,000.00	234,700.00	80,117.00
	02/20/37			1,173.50	1,173.50		234,700.00	
	08/20/37			79,173.50	1,173.50	78,000.00	156,700.00	80,347.00
	02/20/38			783.50	783.50		156,700.00	
	08/20/38			78,783.50	783.50	78,000.00	78,700.00	79,567.00
	02/20/39			393.50	393.50		78,700.00	
	08/20/39			79,093.50	393.50	78,700.00	-	79,487.00
totals			1,377,092.00	1,530,226.01	153,134.01	1,377,092.00		1,530,226.01

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

HELD: OCTOBER 14, 2019

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Montrose, Wright County, Minnesota, was duly held at the City Hall on October 14, 2019, at 7:00 P.M., for the purpose in part of awarding the sale of a \$1,377,092 General Obligation Taxable Water Revenue Note of 2019.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2019-32

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES  
AUTHORITY TO PURCHASE A \$1,377,092 GENERAL OBLIGATION TAXABLE WATER  
REVENUE NOTE OF 2019, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING  
EXECUTION OF A BOND PURCHASE AND PROJECT LOAN AGREEMENT

A. WHEREAS, the City Council of the City of Montrose, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 444 and 475, for the construction of a new well (#6) and associated well house, a new generator and demolition of well house #1, all as detailed in the Minnesota Department of Health's certification, dated June 28, 2019 (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned drinking water systems in accordance with the federal Safe Drinking Water Act; and

C. WHEREAS, the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$1,377,092, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated September 5, 2019 (the "Bond Purchase and Project Loan Agreement"), a copy of which has been presented to the Council and is on file with the Clerk-Treasurer; and

D. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of



Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

E. WHEREAS, the City owns and operates a municipal water utility system (the "System"), a municipal sanitary sewer utility system (the "Sewer System"), and a municipal storm water utility system (the "Storm Water System"), as separate revenue producing public utilities; and

F. WHEREAS, there is outstanding payable from the net revenues of the System, \$426,000 original principal amount of a General Obligation Water Revenue Note of 2010, dated January 11, 2010 (the "Outstanding Water Note"); and

G. WHEREAS, there are outstanding the following issues payable from the net revenues of the System and the Sewer System: (i) \$353,000 original principal amount General Obligation Water and Sewer Revenue Bond of 1998, dated February 2, 1998 (the "1998 Bonds"); (ii) \$1,035,000 original principal amount General Obligation Water and Sewer Revenue Bonds, Series 2007A, dated December 19, 2007 (the "2007A Bonds"); and (iii) \$800,000 original principal amount, which is the "Net Revenue Portion" of the \$1,975,000 original principal amount of General Obligation Refunding Bonds, Series 2010A, dated September 15, 2010 (the "2010A Bonds"); and

H. WHEREAS, the 1998 Bonds, the 2007A Bonds, and the 2010A Bonds, are referred to herein together as the "Outstanding Water and Sewer Bonds"; and

I. WHEREAS, there is outstanding, payable from the net revenues of the System and the Storm Water System, \$1,005,000 original principal amount, which is the "Net Revenue Portion" of the \$2,040,000, original principal amount General Obligation Crossover Refunding Bonds, Series 2012B, dated December 12, 2012 (the "Outstanding Water and Storm Water Bonds"); and

J. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Montrose, Wright County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a \$1,377,092 General Obligation Taxable Water Revenue Note of 2019 of the City (the "Note"), at the rate of interest hereinafter set forth, and to pay therefor the sum of \$1,377,092 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Bond Purchase and Project Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled "General Obligation Taxable Water Revenue Note of 2019", shall be dated as of the date of delivery and shall be issued forthwith. The Note

shall be in the principal amount of \$1,377,092, or so much thereof as shall be disbursed pursuant to the Bond Purchase and Project Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semiannually on February 20 and August 20, commencing August 20, 2020. Interest starts accruing as of the date of the initial disbursement. Principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$392	2030	\$72,000
2021	66,000	2031	73,000
2022	67,000	2032	74,000
2023	67,000	2033	75,000
2024	68,000	2034	75,000
2025	69,000	2035	76,000
2026	70,000	2036	77,000
2027	70,000	2037	78,000
2028	71,000	2038	78,000
2029	72,000	2039	78,700

Interest shall accrue only on the aggregate amount of the Note which has been disbursed and is unpaid under the Bond Purchase and Project Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds

with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. The Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the PFA, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the treasurer (the "Clerk-Treasurer") shall register the Note in the name of the payee in a note register which the Clerk-Treasurer and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the following form:

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

\$1,377,092 GENERAL OBLIGATION TAXABLE WATER REVENUE NOTE OF 2019

The City of Montrose, Wright County, Minnesota (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of ONE MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND NINETY-TWO DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$392	2030	\$72,000
2021	66,000	2031	73,000
2022	67,000	2032	74,000
2023	67,000	2033	75,000
2024	68,000	2034	75,000
2025	69,000	2035	76,000
2026	70,000	2036	77,000
2027	70,000	2037	78,000
2028	71,000	2038	78,000
2029	72,000	2039	78,700

and to pay interest on so much of the principal amount of the debt as may be disbursed and remains unpaid until the principal amount hereof is paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2020. Interest starts accruing as of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated as of September 5, 2019, by and between the City and the Minnesota Public Facilities Authority (the "Bond Purchase and Project Loan Agreement"). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Interest on this Note includes amounts treated by the Minnesota Public Facilities Authority as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business

days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the Minnesota Public Facilities Authority, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance the construction of improvements to the municipal water system (the "System"), specifically for the construction of a new well (#6) and associated well house, a new generator and demolition of well house #1, all as detailed in the Minnesota Department of Health's certification, dated June 28, 2019 (the "Project"); and is payable out of the PFA Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the Clerk-Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Clerk-Treasurer.

Fees Upon Transfer or Loss. The Clerk-Treasurer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Bond Purchase and Project Loan Agreement. The terms and conditions of the Bond Purchase and Project Loan Agreement are incorporated herein by reference and made a part hereof. The Bond Purchase and Project Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Taxable Interest. The interest on this Note is included in the gross income of the owner hereof for purposes of United States income tax and to the same extent in both gross income and taxable net income for State of Minnesota income tax purposes.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the System and any other revenues irrevocably appropriated to said PFA Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Montrose, Wright County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the signatures of its Mayor and of its Clerk-Treasurer, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of (do not date), 2019.

CITY OF MONTROSE, WRIGHT COUNTY,  
MINNESOTA

(DO NOT SIGN)

Mayor

(DO NOT SIGN)

Clerk-Treasurer

#### CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF <u>TREASURER</u>	SIGNATURE OF <u>REGISTRATION REGISTERED OWNER CLERK-</u>
-----------------------------	--

Minnesota Public Facilities Authority

Saint Paul, Minnesota  
Federal Employer Identification  
No. 41-6007162

(do not date)

(DO NOT SIGN)


7. Execution. The Note shall be executed on behalf of the City by the signatures of its Mayor and Clerk-Treasurer; the seal of the City has been intentionally omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as such officer had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the Clerk-Treasurer to the purchaser thereof prior to disbursements pursuant to the Bond Purchase and Project Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Water Fund (the "Fund"). The Clerk-Treasurer and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Bond Purchase and Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) A "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (i) net revenues of the System in an amount sufficient to pay the principal of, and interest on, the Note when due; (ii) any collection of taxes which may hereafter be levied in the event the net revenues of the System herein pledged for the payment of the Note are insufficient therefor; (iii) all investment earnings on moneys held in the PFA Debt Service Account; (iv) any amounts transferred from the PFA Construction Account; and (v) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds hereafter issued and made payable from the PFA Debt Service Account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

The City shall observe the covenants of paragraphs 16, and 17 of this resolution and of Article 3 of the Bond Purchase and Project Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Note and the Outstanding Water Note and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the System and Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Sewer Bonds and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the System and the Storm Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Storm Water Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding Water Note, the Outstanding Water and Sewer Bonds, and the Outstanding Water and Storm Water Bonds, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Note. Excess net revenues may be used for any proper purpose. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that



estimated net revenues of the System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Note.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note, as the same respectively become due. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Wright County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Bond Purchase and Project Loan Agreement. The Bond Purchase and Project Loan Agreement is hereby approved in substantially the form presented to the City Council, and in the form executed is hereby incorporated by reference and made a part of this resolution. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Bond Purchase and Project Loan Agreement, and to the extent that any provision in the Bond Purchase and Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The City's execution and delivery of the Bond Purchase and Project Loan Agreement by the Mayor and Clerk-Treasurer is hereby approved, ratified and authorized. The execution of the Bond Purchase and Project Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Bond Purchase and Project Loan Agreement in accordance with the terms hereof. The Bond Purchase and Project Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

17. Tax-Exempt Status of the PFA Bonds; Rebate. The City with respect to the Note shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148 of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and Clerk-Treasurer shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

19. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF WRIGHT CITY  
OF MONTROSE

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Montrose, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the \$1,377,092 General Obligation Taxable Water Revenue Note of 2019.

WITNESS my hand and City's seal on October 14, 2019.

Clerk-Treasurer (SEAL)

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