



CITY COUNCIL AGENDA REGULAR MEETING

**Monday, March 8, 2021
7:00 P.M.**

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

Montrose Community Center
200 Center Avenue South
Montrose, Minnesota 55363

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Paul Baker – Montrose Methodist Church

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. APPROVAL OF CONSENT AGENDA

A. Minutes

1. February 8, 2021 Regular City Council Meeting – prepared by D. Boelter
2. February 22, 2021 Special City Council Meeting – prepared by D. Boelter

B. Accounts Payable

1. City, March 8, 2021 – prepared by W. Manson
2. Fire Department, March 8, 2021 – prepared by W. Manson

C. Monthly Utility Adjustments, February, 2021 - prepared by J. Bonniwell

D. Resolution 2021-12 Authorizing a Change to the Bank Signature Cards

E. Purchasing Authority Title Change Memo

7. OPEN FORUM

8. WRIGHT COUNTY SHERIFF'S OFFICE

- A. February, 2021 Monthly Report and Hours Report

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

A. City Council

1. Monthly Activity Report

B. Montrose Fire Department

1. February, 2021 Activity Report
2. Firefighter awards and recognition information from March 2, 2021

C. Emergency Management

1. Updates

D. Park and Recreation Commission

1. March 4, 2021 Park and Recreation Commission Meeting Minutes – *Will be available the night of the Regular City Council Meeting*
2. Easter Egg Hunt Discussion

E. Planning and Zoning Commission

1. February, 2021 Planning and Zoning Commission Meeting Minutes
2. Loomis Homes Memo to Table Discussion until April 12, 2021
3. Updates from City Planner

F. Personnel and Employee Relations Committee

1. City Administrator Contract
2. City Clerk Treasurer salary effective April 1, 2021
3. Hiring of Deputy Clerk

G. Public Works Department

1. Updates
2. Seasonal Public Works Help
3. Part-Time Compost Site Seasonal Position Discussion

10. OLD BUSINESS

11. NEW BUSINESS

- A. Year 2021 Downtown Improvement Project - Resolution for Public Facilities Authority (PFA) Financing

1. Resolution 2021-13 *Resolution applying to the Minnesota Public Facilities Authority for a loan from the Drinking Revolving Fund for improvements to its drinking water system as described in the loan application.*

- B. Regional Park - Retaining Wall Quotes

- C. Kennedy and Graven, Chartered – Municipal Legal Services

12. UPCOMING MEETINGS

- A. Planning and Zoning Commission Meeting – Wednesday, March 10, 2021 at 7:00 p.m. in the Montrose Community Center - CANCELLED
- B. Economic Development Authority Meeting – Tuesday, March 16, 2021 at 12:00 p.m. in the Montrose City Hall.
- C. Special City Council Meeting – Monday, March 29, 2021 at 4:00 p.m. in the Montrose Community Center.
- D. Park and Recreation Meeting – Thursday April 1, 2021 at 5:30 p.m. in the Montrose City Hall.
- E. Regular City Council Meeting – Monday, April 12, 2021 at 7:00 p.m. in the Montrose Community Center.

13. ACKNOWLEDGEMENTS**14. ADJOURNMENT**

City of Montrose
 Regular City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, February 8, 2021
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, February 8, 2021 at 7:00 p.m.

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

2. ROLL CALL

Present: Mayor Robert W. Moynagh III
 Council Member Nicole Andreoff
 Council Member Tom Marszalek
 Council Member Sam Solarz
 Council Member David Paradeise

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer
 Ms. Jessica Bonniwell, City Administrator
 Mr. James Monge, City Attorney
 Ms. Wendy Manson, Deputy Clerk
 Mr. Wayne McCormick, Public Works Department Director
 Mr. Kevin Triplett, Montrose Fire Department Chief and Emergency Management Director

3. INVOCATION

A. Ms. Therese Marszalek, MA Divinity – Buffalo Covenant Church

Ms. Marszalek administered the Invocation.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was taken.

5. CITY COUNCIL VACANCY

A. Applicants and Selection Process

Mayor Moynagh gave an overview of the selection process for the City Council vacancy.

1. Mr. Roger Fraumann
2. Mr. Roy Henry
3. Mr. Andrew Kauffman
4. Mr. Edward Kolasa
5. Ms. Christina Oswald
6. Mr. David Paradeise
7. Mr. Andrew Rasmussen
8. Mr. Mike Scanlon

B. Oath of Office – Mr. David Paradeise

Mayor Moynagh administered the Montrose City Council Oath of Office to Mr. David Paradeise.

6. APPROVAL OF THE AGENDA

A. Approval of the Agenda

Ms. Boelter stated that the February 8, 2021 Regular City Council Meeting Agenda needs to be amended to add the resignation of Planning and Zoning Commission Member, Mr. Mike Scanlon under Agenda item:

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

F. Planning and Zoning Commission

3. Resignation of Planning and Zoning Commission Member Mr. Mike Scanlon – Effective February 5, 2021

Council Member Marszalek motioned to approve the February 8, 2021 Regular City Council Meeting Agenda with the amendment to add:

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

F. Planning and Zoning Commission

3. Resignation of Planning and Zoning Commission Member Mr. Mike Scanlon - Effective February 5, 2021

Council Member Solarz seconded the motion. Motion carried 5-0.

7. APPROVAL OF THE CONSENT AGENDA

A. Minutes

1. Accepted the minutes of the January 11, 2021 Regular City Council Meeting.
2. Accepted the minutes of the January 25, 2021 Special City Council Meeting.
3. Accepted the minutes of the February 3, 2021 Special City Council Meeting.

B. Accounts Payable

1. Approved the February 8, 2021 Accounts Payable for the City of Montrose.
2. Approved the February 8, 2021 Accounts Payable for the Montrose Fire Department.

C. Approved the Monthly Utility Adjustments, January, 2021.

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

8. OPEN FORUM

No one addressed the City Council during Open Forum.

9. WRIGHT COUNTY SHERIFF'S OFFICE

A. January, 2021 Monthly Report and Hours Report

Wright County Sheriff's Office Deputy Mr. Eric Larson gave an overview of the January, 2021 Monthly Report.

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

A. City Council

1. Monthly Activity Report

The City Council Members gave a brief overview of the meetings, activities and/or events they attended.

B. Montrose Fire Department

1. January, 2021 Activity Report

Mr. Triplett gave an overview of the January, 2021 Activity Report.

Mr. Triplett stated that the new Tender is in operation.

Mr. Triplett stated that on Tuesday, March 2, 2021, the Fire Department will be presenting their annual awards to the Firefighters at 6:30 p.m. and then do the drawing for their annual Gun Raffle at 7:00 p.m. He invited the City Council and the general public to attend through Facebook Live.

2. Rescind resignation of Mr. Keith Johnson – Leave of Absence - Effective May 20, 2020 to February 8, 2021

a) Mr. Keith Johnson will be rejoining the Montrose Fire Department effective February 8, 2021

Mr. Triplett stated that Mr. Keith Johnson would like to return to the Montrose Fire Department; so, Mr. Triplett asked the City Council to rescind his resignation and approve a *Leave of Absence* effective May 20, 2020 through February 8, 2021.

Mayor Moynagh motioned to rescind Mr. Keith Johnson's resignation and approve it as a Leave of Absence effective May 20, 2020 to February 8, 2021 and to reinstate Mr. Johnson as a Montrose Fire Department Firefighter effective February 8, 2021. Council Member Marszalek seconded the motion. Motion carried 5-0.

3. Authorize Sale of 1997 Tender – Sale Price is \$20,000.00 or Best Offer

Mr. Triplett stated that the sale of the 1997 Tender is listed in the Fire publication "Smoke Eater" and through the League of Minnesota Cities. He continued by requesting City Council authorization to sell the 1997 Tender for \$20,000.00 or Best Offer.

Mayor Moynagh motioned to authorize the sale of the 1997 Tender for \$20,000.00 or Best Offer. Council Member Solarz seconded the motion. Motion carried 5-0.

4. Resignation of Mr. Tom Weineck – Effective January 15, 2021

a) Mr. Tom Weineck was a member of the Montrose Fire Department for thirteen (13) years, four (4) months and twenty-two (22) days.

Mr. Triplett stated that Mr. Weineck moved out of the Montrose Community.

Council Member Marszalek motioned to accept the resignation of Mr. Tom Weineck from the Montrose Fire Department effective January 15, 2021. Council Member Andreoff seconded the motion. Motion carried 5-0.

Mayor Moynagh stated that the Montrose Fire Department is still looking for volunteer Firefighters and he encouraged anyone interested in serving as a Firefighter to contact Mr. Triplett.

C. Emergency Management

1. Updates

Mr. Triplett gave an update on the following:

- COVID-19 cases have been decreasing.
- COVID-19 vaccines are being distributed. Montrose Fire Department Firefighters have been offered the vaccine and those who wanted to receive it have.
- City Hall and City staff operations:
 - Mr. Triplett recommended that the City employees return to full staff and no more rotating.
 - Mr. Triplett recommended that City Hall remained closed and business done by appointment only to avoid having contact with the general public who may stop in just to "chit chat." He continued by stating that this type of unnecessary contact is not in the best interest of the health of the City employees.

Mayor Moynagh asked Mr. Triplett when government employees will be offered the vaccine. Mr. Triplett stated that the issuance of the vaccine has been put into two (2) status categories. He continued by stating that Status One (1) is for the vaccine to be given to anyone over the age of sixty-five (65) and/or who works in the Healthcare field. Status Two (2) is the general population and Mr. Triplett stated that he has not seen the schedule of when the vaccinations will be given to those in Status Two (2). He continued by stating that Wright County is working on trying to identify what larger facilities can be used to issue the vaccination to the general public.

Mr. Triplett recommended that the City Council give the City staff direction on how to proceed with operations.

The City Council discussed and directed City staff to return to full staff and continue to keep City Hall closed to the general public and do business through appointment only.

Mr. Triplett stated that Mayor Moynagh and Council Member Marszalek have completed the Federal Emergency Management Agency (FEMA)'s National Incident Management System (NIMS) training. He continued by stating that he will provide Council Member Andreoff, Council Member Solarz and Council Member Paradeise with the login information to complete the required training. He gave an overview of the NIMS training that the new City Council Members will need to complete. Mr. Triplett stated that once everyone has completed the training, he will hold an annual meeting with the City Council to review emergency management protocol and issues.

Mr. Triplett stated that it has always been the policy of the City to have Council Members and staff complete NIMS training so they are able to participate in any emergency situation that may occur in the City of Montrose.

D. Park and Recreation Commission

1. February 4, 2021 Park and Recreation Commission Meeting Minutes

Ms. Ashlyn Otto, Park and Recreation Commission Chair addressed the City Council and talked about the need to continue having the Park and Recreation Commission Meetings monthly. Ms. Otto gave an overview of the items that the Park and Recreation Commission would like to work on - park improvements, development of park land, the trail system, Community events and activities and etcetera.

The City Council shared their concerns with Ms. Otto's negative portrayal of the City of Montrose on Social Media sites. They continued by stating that as a representative of the City on the Park and Recreation Commission, Ms. Otto should not be posting negative comments regarding the City Council, staff and the City in general on Social Media.

Ms. Manson shared her concerns regarding the role of the Park and Recreation Commission. She continued by stating that the Park and Recreation Commission's role is not to offer Community events and activities; but, to participate in the development of the Park and Recreation Budget to provide park improvements and the development of parks, trails and etcetera. The City Council discussed and

directed the Park and Recreation Commission to continue to offer their specific events and activities for the Montrose Community; but, to also have more involvement in the process to make park improvements and the development of parks and trail systems.

Ms. Boelter recommended that the City Council and the Park and Recreation Commission have a joint Meeting to discuss the role of the Park and Recreation Commission, what they would like to work on in the future and what the City Council would like to see them accomplish. Ms. Otto was in agreement that a joint Meeting should be held.

The City Council discussed the frequency of the Park and Recreation Commission Meetings and directed staff to continue having the Meetings monthly for now and the City Council will reevaluate the frequency of the Meetings in the future.

Ms. Otto gave an overview of the Thursday, February 4, 2021 Park and Recreation Commission Meeting.

E. Economic Development Authority

1. January 19, 2021 ZOOM Meeting Minutes

Council Member Marszalek gave an overview of the items discussed by the Economic Development Authority during their January 19, 2021 ZOOM Meeting.

F. Planning and Zoning Commission

1. January 13, 2021 Planning and Zoning Commission Meeting Minutes

Ms. Boelter gave an overview of the January 13, 2021 Planning and Zoning Commission Meeting.

2. February 10, 2021 Planning and Zoning Commission Meeting Overview

Ms. Boelter presented information on the two (2) Public Hearings to be held at the February 10, 2021 Planning and Zoning Commission Meeting.

Ms. Boelter stated that Mr. Roger Fraumann has applied to become a member of the Planning and Zoning Commission and staff will present his Application to the Commission for consideration.

3. Resignation of Planning and Zoning Commission Member Mr. Mike Scanlon – Effective February 5, 2021

Ms. Boelter stated that Mr. Mike Scanlon has resigned from the Planning and Zoning Commission effective February 5, 2021.

Mayor Moynagh motioned to accept the resignation of Planning and Zoning Commission Member Mr. Mike Scanlon effective February 5, 2021. Council Member Marszalek seconded the motion. Motion carried 5-0.

G. Personnel and Employee Relations Committee

1. Approve Amended City Administrator Job Description

Ms. Boelter stated that the City Administrator Job Description that was approved by the City Council at their Monday, January 25, 2021 *Special City Council Meeting* has to be amended to include that the City Administrator will participate in Labor and Union negotiations.

Council Member Andreoff motioned to approve the amended City Administrator Job Description as presented. Council Member Marszalek seconded the motion. Motion

carried 5-0.

2. Approve Amended Public Works Department Director Job Description

Ms. Boelter stated that the Public Works Department Director Job Description needs to be amended to read that the Director will be under the supervision of the City Administrator.

Council Member Marszalek motioned to approve the amended Public Works Department Director Job Description as presented. Council Member Andreoff seconded the motion. Motion carried 5-0.

3. Discuss Hiring of Deputy Clerk

Ms. Boelter stated that staff would like to move forward with the hiring of the Deputy Clerk. She continued by stating that the City Council has already approved the Job Description for the Deputy Clerk position.

Ms. Boelter stated that changes have been made to the advertisement for the Deputy Clerk position that was in the City Council Agenda Packet. Ms. Boelter stated that Ms. Bonniwell will review the changes with the City Council.

Ms. Boelter gave an overview of the schedule for the Hiring process:

- ❖ Applications will be taken through Friday, February 19, 2021.
- ❖ The Applications will be scored by City staff, Council Member Marszalek and Council Member Solarz by 4:30 p.m. on Tuesday, February 23, 2021.
- ❖ Interviews will be conducted the week of March 1, 2021.
- ❖ A recommendation for hire would be presented to the City Council at their Monday, March 8, 2021 Regular City Council Meeting.

Mayor Moynagh asked who would be conducting the interviews. Ms. Boelter stated that two (2) City Council Members will be assisting with the interviews, Ms. Manson, Ms. Bonniwell, Ms. Boelter and someone from the Public Works Department.

Ms. Bonniwell stated that she distributed to the City Council a *Memorandum of Understanding (MOU)* for the American Federation of State, County and Municipal Employees (AFSCME) and one for the Operating Engineers Local 49 Union (Local 49ers) that will remove the Deputy Clerk position from AFSCME and move it to the Local 49ers.

Ms. Bonniwell stated that she also distributed an amended *Wage Scale* for the Deputy Clerk position. She continued by stating that the Local 49ers representative did a wage comparison for the Deputy Clerk position for cities in approximate size to Montrose and he is recommending that the wage for the Deputy Clerk position start at \$25.00 per hour.

Ms. Boelter stated that Wright County is considered a part of the Minneapolis-Saint Paul, Minnesota metro area and the proposed starting wage of \$25.00 per hour is not out-of-line. She continued by stating that the Deputy Clerk position has a variety of job duties and responsibilities and that the proposed starting wage of \$25.00 per hour is suitable for this particular position.

Council Member Andreoff asked what the current starting wage is for the Deputy Clerk position. Ms. Bonniwell stated that it is \$23.57 per hour.

Mayor Moynagh asked how opposed the Local 49ers would be to the City Council not agreeing to their proposed starting wage of \$25.00 per hour. Ms. Bonniwell stated that in accordance with the Local 49ers Union Contract, the Deputy Clerk would not receive an increase after six (6) months; but, annually on January 1st.

Council Member Marszalek asked if the proposed starting wage of \$25.00 is in alignment with the classification of the Deputy Clerk position. Ms. Bonniwell stated yes.

Ms. Manson stated that she does not believe that it would go into mediation; but, she continued by stating that the Local 49ers representative may delay approval of the *MOU* and that would mean that the City would not be able to start the hiring process. Ms. Manson stated that at a starting wage of \$25.00 per hour, the City should attract qualified candidates and find someone responsible enough to do the Deputy Clerk job.

Ms. Bonniwell stated that the Local 49ers Union representative did state that the starting wage of \$25.00 per hour would help to attract qualified candidates for the Deputy Clerk position.

Ms. Boelter stated that she does not want the City Council to think that the Union is holding them hostage. They are trying to help the City hire a qualified person for the Deputy Clerk position.

Council Member Marszalek motioned to direct City staff to begin the process to hire a Deputy Clerk at a starting wage of \$25.00 per hour. Council Member Solarz seconded. Motion carried 5-0.

H. Public Works Department

1. Updates

Mr. McCormick gave updates on the following:

- Northridge Park Ice Skating Rink.
- Improvements to the Forest Creek Park.

11. NO OLD BUSINESS.

12. NEW BUSINESS

A. Discuss Randy's Sanitation Contract Renewal – Mr. Matthew Herman

Ms. Boelter stated the City's current Contract with Randy's Sanitation was in the Agenda Packet.

Ms. Boelter stated that Mr. Matthew Herman, Municipal Sales Manager for Randy's Sanitation is attendance at tonight's Meeting to discuss the renewal of the Contract.

Mr. Herman addressed the City Council and discussed the following:

- ❖ The stock sale of Randy's Sanitation to Republic Services.
- ❖ As of now, Republic Services is retaining the Randy's Sanitation staff.
- ❖ Customer service.
- ❖ Asked the City Council for an opportunity to work with the City to rectify customer service issues and negotiate the renewal of the current Contract before submitting *Request for Proposals (RFPs)* for garbage and recycling services.
- ❖ Unique services that are not offered by other garbage and recycling haulers; such as, document shredding, Community wide clean-up day and etcetera.
- ❖ Randy's Sanitation would be able to take over the customer billing to alleviate the burden of customer service issues for the City staff. Mr. Herman stated that he is confident that Randy's Sanitation would be able to charge the City residents the same amount that the City was for garbage and recycling services and that they would be able to take over the customer billing by April 1, 2021.

Ms. Boelter stated that she wanted to give Mr. Herman an opportunity to discuss the renewal of the City's current Contract with Randy's Sanitation; because, since the January 25, 2021 *Special City Council Meeting*, where the City Council voted to obtain *RFPs* for garbage and recycling services, staff learned that there are unique services that Randy's Sanitation provides to the City that would not be available from other garbage and recycling haulers. She continued by stating that they are services that the City and the residents benefit from.

Council Member Marszalek stated that he and his neighbors are satisfied with the services that they receive from Randy's.

Mr. Herman stated that the City should contact him at any time there is a problem with the garbage and recycling services and they will work to rectify the issue as soon as possible.

Council Member Solarz asked how the City's residents will be notified if Randy's Sanitation takes over the customer billing for garbage and recycling services. Ms. Boelter stated that the City would include information in the City's newsletter and on Social Media.

Ms. Bonniwell stated that a letter could also be sent to all the City's residents regarding the billing change.

Ms. Manson stated that the City Council wants to make sure that the City's Ordinance only allows for one (1) garbage and recycling hauler in the City.

Council Member Paradeise asked Mr. Herman how seamless he believes the transition would be for the residents when Randy's Sanitation takes over the customer billing. Mr. Herman stated that he believes that the transition will go well.

Council Member Solarz stated that communication regarding the change in billing with the City's residents is important.

Ms. Boelter stated that City staff will work with Mr. Herman to prepare a letter to forward to the City's residents as soon as possible informing them of the change in how they will be billed for garbage and recycling services.

Ms. Boelter asked the City Attorney, Mr. James Monge if the City Council needs to rescind the motion they made at the January 25, 2021 *Special City Council Meeting* to obtain *RFPs* for garbage and recycling services.

Mr. Monge stated that the City Council would rescind their motion to obtain *RFPs* for garbage and recycling services from the January 25, 2021 *Special City Council Meeting*.

Mayor Moynagh asked Mr. Herman to attend the Monday, February 22, 2021 *Special City Council Meeting* to discuss the price of the garbage and recycling services with Randy's Sanitation taking over the customer billing and other aspects of the Contract renewal. Mr. Herman stated that he would be available to attend the February 22, 2021 *Special City Council Meeting*.

Mr. Herman stated that there will be language in the Contract that states that if a resident does not pay their bill, the City will assess the past due balance to resident's property taxes. He continued by stating that this is the same practice they use in other cities that they do the billing for. He continued by stating that the City would pay the past due bill and assess the resident's property taxes.

Council Member Paradeise asked if new residents to the City would contact the City staff or Randy's Sanitation to set-up garbage and recycling services. Mr. Herman stated that they would contact Randy's Sanitation to set-up their garbage and recycling services. Ms. Bonniwell stated that City staff would provide residents with the contact information to set-up garbage and recycling services.

Council Member Marszalek motioned to rescind the motion to obtain *Request for Proposals (RFPs)* for garbage and recycling services that was made at the Monday, January 25, 2021 *Special City Council Meeting* and directed staff to move forward with the renewal of the Randy's Sanitation Contract. Council Member Andreoff seconded the motion. Motion carried 5-0.

B. Discuss Proposed Resolution to Pay Local Government Aid (LGA) on Time and in Full

Ms. Boelter presented a DRAFT Resolution that the Coalition of Greater Minnesota Cities (CGMC) is requesting that cities adopt and send to their Legislators and Governor Tim Walz to ensure that Local Government Aid is paid on time and in full.

The City Council discussed and directed City staff to prepare the Resolution and present it to the City Council at their February 22, 2021 *Special City Council Meeting* for discussion and adoption.

13. UPCOMING MEETINGS

- A. Planning and Zoning Commission Meeting – Wednesday, February 10, 2021 at 7:00 p.m. in the Montrose Community Center
- B. Regular City Council Meeting – Monday, March 8, 2021 at 7:00 p.m. in the Montrose Community Center.
- C. Planning and Zoning Commission Meeting – Wednesday, March 10, 2021 at 7:00 p.m. in the Montrose Community Center.
- D. Economic Development Authority Meeting – Tuesday, March 16, 2021 at 12:00 p.m. in the Montrose City Hall.

14. ACKNOWLEDGEMENTS

A. Mayor Kirby Moynagh

1. Mr. Mike Scanlon

Mayor Moynagh acknowledged Mr. Mike Scanlon for his work as a member of the Planning and Zoning Commission.

2. Randy's Sanitation

Mayor Moynagh acknowledged Randy' Sanitation for working with the City to rectify customer service issues and to renew their Contract with the City.

3. City Staff

Council Member Moynagh acknowledged the Montrose Public Works Department, Fire Department, Emergency Management Director and City staff for their effective and efficient way of handling City operations during the COVID-19 Pandemic.

Mayor Moynagh encouraged all residents to contact the City Council and staff if they have questions about anything.

B. Council Member Sam Solarz

1. City Council Vacancy Applicants

Council Member Solarz acknowledged the eight (8) individuals who were interested in serving the Montrose Community and applied to fill the City Council vacancy.

C. Council Member Nicole Andreoff

1. Mr. Tom Weineck

Council Member Andreoff acknowledged Mr. Tom Weineck for his service and volunteerism in the Montrose Community as a Firefighter for the Montrose Fire Department.

15. ADJOURNMENT

Mayor Moynagh motioned to the adjourn the Regular City Council Meeting at 9:05 p.m. Council Member Solarz seconded the motion. Motion carried 5-0.

Robert W. Moynagh, III
Mayor
City of Montrose

ATTEST:

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

City of Montrose
 Special City Council Meeting
 Montrose Community Center
 200 Center Avenue South
 Monday, February 22, 2021
 4:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in a Special City Council Meeting on Monday, February 22, 2021 at 4:00 p.m.

Mayor Moynagh called the meeting to order at 4:00 p.m.

2. ROLL CALL

Present: Mayor Kirby Moynagh
 Council Member Nicole Andreoff
 Council Member Tom Marszalek
 Council Member David Paradeise
 Council Member Sam Solarz

Staff Present: Ms. Deb Boelter, City Clerk-Treasurer
 Mr. Wayne McCormick, Public Works Director
 Ms. Jessica Bonniwell, Office Administrator
 Mr. Kevin Triplett, Montrose Fire Department Chief
 Mr. Steve Grittman, City Planner
 Mr. Charles Smallwood, Planning and Zoning Commission Chair

3. APPROVAL OF AGENDA

Council Member Marszalek motioned to approve the February 22, 2021 Special City Council Meeting Agenda. Council Member Solarz seconded the motion. Motion carried 5-0.

4. BUSINESS

A. Discuss Randy's Sanitation Contract Renewal – Mr. Matthew Herman

Ms. Boelter stated that Ms. Bonniwell has provided Mr. Matthew Herman of Randy's Sanitation with information to assist him on establishing the terms for the renewal of the City of Montrose's Contract.

Mr. Herman gave an overview of the proposed terms of the Contract renewal.

Mr. Herman stated that Randy's Sanitation will work closely with residents to provide an easy transition to the garbage and recycling billing being taken over by Randy's Sanitation and to provide the best service possible.

Council Member Marszalek motioned to authorize Randy's Sanitation to begin administering the billing and customer service for garbage and recycling services in the City of Montrose effective April 1, 2021; and directed Randy's Sanitation to issue a letter to residents informing them of the billing and customer service change. Council Member Andreoff seconded the motion. Motion carried 4-1. Council Member Paradeise opposed.

B. Conditional Use Permit Approval – 111 Buffalo Avenue South

- i. Resolution No. 2021-09 *Resolution Approving a Conditional Use for Retail or Service Commercial Activities at 111 Buffalo Avenue South*

Ms. Bonniwell stated that the Planning and Zoning Commission held a Public Hearing at their Wednesday, February 10, 2021 Meeting to take comment on the proposed Conditional Use Permit (C.U.P.) for the property located at 111 Buffalo Avenue South. She continued by stating that no one spoke at the Public Hearing; however, staff was contacted by one of the property owners who received the Notice to attend the Public Hearing and Ms. Bonniwell shared the property owners concerns. She continued by stating that the property owner at 130 Buffalo Avenue South was concerned about the security of the building, the security of the guns being sold and the building's proximity to the Community Center, the Elementary School and the nearby parks. Ms. Bonniwell stated that the property owner of 111 Buffalo Avenue South addressed the concerns by stating that the building will have an alarm system and the guns and ammunition will be stored separately in a bank vault.

Ms. Bonniwell stated that the City Planner, Mr. Daniel Elder addressed the concerns about the proximity to the Community Center, the Elementary School and the parks and stated that the City does not have the ability to zone for firearms; because, it falls under Federal jurisdiction.

Ms. Bonniwell stated that the Planning and Zoning Commission did vote unanimously to recommend that the City Council approve the C.U.P. for 111 Buffalo Avenue South.

Ms. Bonniwell stated that the property owner had to acquire a C.U.P. to do online sales and gun manufacturing at 111 Buffalo Avenue South.

Mayor Moynagh motioned to adopt Resolution No. 2021-09 Resolution Approving a Conditional Use for Retail or Service Commercial Activities at 111 Buffalo Avenue South. Council Member Marszalek seconded the motion. Motion carried 5-0.

C. Discuss Planned Unit Development (P.U.D.) Stage Rezoning and Preliminary Plat Application – East End of Steamboat Lane

Ms. Bonniwell stated that Mr. Scott Loomis asked to discuss the proposed Planned Unit Development with the City Council.

Mr. Scott Loomis presented the proposed Planned Unit Development (P.U.D.) at the east end of Steamboat Lane.

Ms. Boelter stated that there were several residents who commented at the Public Hearing. The Planning and Zoning Commission Chair, Mr. Charles Smallwood presented the following concerns of the residents and the Planning and Zoning Commission members:

- Increased traffic resulting in a hazard to the youth playing in the area adjacent to the proposed Development.
- The ability for the City's maintenance trucks to effectively plow snow in the half cul-de-sac.
- Issues that the half cul-de-sac may cause the mobility of the Montrose Fire Trucks in the event of a fire.
- The density of the Development and the close proximity of the houses.

Mr. Kevin Triplett, Montrose Fire Department Chief shared his concerns about fire trucks maneuvering in the half cul-de-sac and also the issue of fighting a house fire when the houses are located so closely together.

Council Member Solarz shared his concerns about the increased traffic with a proposed fourteen (14) additional houses and the decreased side setbacks. He continued by stating that there were concerns about the increased traffic and the safety of the children in the adjacent Housing Development.

Mayor Moynagh asked if Mr. Loomis if they could reduce the number of houses from fourteen (14) to eleven (11) or twelve (12) houses.

Mr. Loomis stated that they could combine lots seven (7) and eight (8) in Block Two (2). He continued by stating that it would be difficult to change the lot sizes in Block One (1). Mr. Loomis stated that cities are going to see these type of high-density housing developments because of rising construction costs. He continued by stating that it would not be financially feasible for them to reduce it to under thirteen (13) lots.

City Planner, Mr. Steve Gritman stated that under a P.U.D. the City has a lot of discretion to add conditions related to almost anything. He continued by stating that doing a quick calculation, if one (1) lot was eliminated on the north side of the street, the total side yard separations would be approximately eighteen (18) feet from building-to-building instead of ten (10) feet. Mr. Gritman stated that if the Applicant would do the same on the south side of the street, the side yard separations would be approximately twenty-five (25) feet from building-to-building.

Mr. Triplett stated that as he patrols in other communities, Mr. Loomis' proposed high-density development is happening everywhere. He continued by stating that he does believe that these types of developments will continue to happen.

Council Member Paradeise shared his concerns about the potential fire hazard with the houses being in such close proximity to each other. He continued by stating that the City Council also has to be aware of what Mr. Loomis is doing for the Montrose Community and the City needs to work with Mr. Loomis to make the development happen in the safest way possible.

Mr. Loomis asked the City Council if they would be more favorable to five (5) lots in Block One (1) and seven (7) lots in Block Two (2). The City Council discussed and were in favor of the reduction to twelve (12) lots. Mr. Loomis stated that he would work with his engineer to redesign the proposed P.U.D. and determine if it would be feasible to reduce the Development to twelve (12) lots.

Mr. Gritman recommended that the Applicant contact the City in writing and ask for the proposed P.U.D. to be tabled at the March 8, 2021 Regular City Council Meeting. He continued by stating that the Applicant can return to the City Council at a later date with a revised proposal that implements the City Council's comments and acknowledges the Planning and Zoning Commission's recommendations.

Ms. Boelter stated that there will be a fifth (5th) Monday in March, 2021 and it will be on the twenty-nine (29th) of March. She continued by stating that if Mr. Loomis thinks they can have a redesign by that date, the City Council Workshop can be made a *Special City Council Meeting* in the event that the City Council wants to make a decision regarding the proposed P.U.D. Mr. Loomis stated that he would keep City staff posted on where his staff is with the redesign.

D. Consider Planning and Zoning Commission Member Application – Mr. Roger Fraumann

Ms. Boelter stated that Mr. Roger Fraumann has submitted an application to be a member of the City's Planning and Zoning Commission. She continued by stating that the Planning and Zoning Commission considered Mr. Fraumann's application and recommended that the City Council vote to make Mr. Fraumann a member of the Planning and Zoning Commission.

Council Member Marszalek motioned to appoint Mr. Roger Fraumann to be a member of the City's Planning and Zoning Commission. Mayor Moynagh seconded the motion. Motion carried 5-0.

E. Resolution No. 2021-10 *A Resolution Approving the Mayoral Appointments for the Year 2021*

Mayor Moynagh presented Resolution No. 2021-10 *A Resolution Approving the Mayoral Appointments for the Year 2021*.

Mayor Moynagh motioned to adopt Resolution No. 2021-10 *A Resolution Approving the Mayoral Appointments for the Year 2021*. Council Member Solarz seconded the motion. Motion carried 5-0.

F. Resolution No. 2021-11 *Resolution Requesting that the State of Minnesota Lawmakers Resolve the State's Budget for the Years 2022-2023 Without Reductions to Local Government Aid (LGA) and that LGA be Paid in Full and on Time*

Ms. Boelter presented Resolution No. 2021-11 *Resolution Requesting that the State of Minnesota Lawmakers Resolve the State's Budget for the Years 2022-2023 Without Reductions to Local Government Aid (LGA) and that LGA be Paid in Full and on Time*.

Council Member Marszalek motioned to adopt Resolution No. 2021-11 Resolution Requesting that the State of Minnesota Lawmakers Resolve the State's Budget for the Years 2022-2023 Without Reductions to Local Government Aid (LGA) and that LGA be Paid in Full and on Time. Council Member Solarz seconded the motion. Motion carried 5-0.

G. City Engineer – Manganese Letter to Residents

Ms. Bonniwell stated that City staff has been working with the City Engineer, Mr. Jared Voge to prepare a letter to inform the residents of the Manganese in the City's water system.

Ms. Boelter stated that the letter will be mailed through the printing company that mails the City's newsletter and will be put on all Social Media outlets available to the City of Montrose.

Mayor Moynagh asked if the letter will go to the residents in the Montrose Mobile Manor. Ms. Bonniwell stated that she will obtain the addresses for the residents in the Montrose Mobile Manor and make sure that the letter gets mailed to them.

Mayor Moynagh motioned to direct staff to mail the Manganese Letter, prepared by the City Engineer, to the property owners in the City of Montrose. Council Member Andreoff seconded the motion. Motion carried 5-0.

5. OTHER

A. Personnel Employee and Relations Committee Meeting – Friday, February 19, 2021

Ms. Bonniwell gave an overview of the Friday, February 19, 2021 Personnel and Employee Relations Committee Meeting.

Ms. Bonniwell stated that the Personnel and Employee Relations Committee discussed the proposed Contract for the City Administrator position and the salary adjustment for the City Clerk-Treasurer position. She continued by stating that both will be brought to the City Council at the March 8, 2021 Regular City Council Meeting for consideration and discussion.

B. Public Works Department – Two (2) Lawn Mowers and One (1) Utility Tractor

Mr. McCormick stated that he obtained bids for the annual replacement of the City's two (2) lawn mowers and one (1) utility tractor.

Mr. McCormick stated that the City trades in the old equipment and purchases two (2) new lawn mowers and one (1) utility tractor each year. He continued by stating that the City budgeted \$24,000.00 for the year 2021 and the bid the City received is \$16,000.00.

Council Member Marszalek motioned to authorize the Public Works Department Director, Mr. McCormick to trade in the year 2020 two (2) lawn mowers and one (1) utility tractor and purchase new ones for \$16,000.00. Council Member Andreoff seconded the motion. Motion carried 5-0.

C. Montrose Fire Department – Awards Ceremony and Gun Raffle – Tuesday, March 2, 2021

Mr. Triplett reminded the City Council Members and staff of the Montrose Fire Department's annual Awards Ceremony and Gun Raffle on Tuesday, March 2, 2021. He continued by stating that the schedule will be as follows:

6:00 p.m. – Social Hour
6:30 p.m. – Awards Ceremony
7:00 p.m. – Gun Raffle Drawing

6. ADJOURNMENT

Mayor Moynagh motioned to adjourn the Special City Council Meeting at 4:54 p.m. Council Member Solarz seconded the motion. Motion carried 5-0.

Robert W. Moynagh III
Mayor
City of Montrose

ATTEST:

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

ACCOUNTS PAYABLE LIST

MARCH 8, 2021

Payroll	2/8/21 Payroll	13704.55
Payroll	2/22/21 Payroll	13636.29
IRS-Federal Tax Payment	2/8/21 FED/FICA Tax	4970.51
IRS-Federal Tax Payment	2/22/21 FED/FICA Tax	4927.67
MN Dept. of Revenue	2/8/21 State Withholding	907.39
MN Dept. of Revenue	2/22/21 State Withholding	902.63
PERA	2/8/21 Payroll	2883.76
PERA	2/22/21 Payroll	2859.48
*Ameritas Life Ins.	Employee Optical Ins	54.52
MN Dept of Revenue	Jan. Sales Tax	1674.00
Payment Service Network	Feb. PSN/ACH Fees	1189.65
Adam's Pest Control	City Hall Pest Control	80.53
*AFSCME #65	Feb. Union Dues	173.10
Aramark	Uniforms/Floor Mats	75.31
Badger Meter	Monthly Hosting Fee	175.87
Braun Intertec	Downtown Imp Project Testing	10742.50
Campbell Knutson	Legal Services	2746.65
Cardmember Services	Council/City Hall Supplies	46.69
*Citizens State Bank	Feb. H.S.A. Deposit	2883.00
*Colonial Life	Jan. Employee Ins.	74.52
Comcast	WWTP Internet Service	109.85
Delano Auto Parts	2005 Chevy Pickup Mtce.	28.87
Delano True Value	Snowblower Repairs	5.34
Equipment Blades	Snowplow Blades	564.72
Hawkins	WWTP Chemicals	5131.36
Health Partners	Mar. Health Ins.	12569.69
*IUOE Local #49	Feb. Union Dues	140.00
Melchert, Hubert, Sjodin	Administrator Contract	128.10
Menards	WWTP/PW Shop Supplies	150.68
MN Pollution Control	Eischens Testing	55.00
MN Computer Systems	Monthly Copier Mtce Agreement	289.40
MVTL Labs	WWTP Testing	262.28
*NW Assoc. Consultants	Planners Services	1971.65
Paumen Computer Services	New Server	13036.43
Paumen Computer Services	Monthly IT/Backup/Repairs	520.00
Pitney Bowes	Postage Machine Comp Rent	131.88
Sentry Systems	Qtrly City Hall Security	147.38
US Internet	Email Host	109.45
US Internet	Email Change Over	320.00
USA BlueBook	Water/WWTP Lab Supplies	499.44
WakeSun, LLC	Solar Energy	3655.68

Wex Bank	Gas Charges	401.08
March 8, 2021		
Page 2		

Windstream	Telephone Charges	117.18
Wright Cty Hwy Dept.	Road Salt	4689.89
Wright Cty Jrnl Press	Legal Notices	108.00
Wright-Hennepin CO-OP	Electric Services	256.68
Xcel Energy	Electric & Gas Charges	6206.30
	ACCOUNTS PAYABLE SUBTOTAL	115913.97

Abdo, Eick & Meyers	2020 Audit	18500.00
Aramark	Uniforms/Rugs	150.62
Badger Meter	Feb. Hosting Fee	97.06
Bolton & Menk	Engineering Services	66652.00
Comcast	Internet Service	433.23
Culligan	City Hall Softener Service	66.10
Delano Auto Parts	Plow Trucks/PW Shop	525.15
Delta Dental	March Dental Ins	789.60
Flare Heating/AC	Building Permit Overpayment	21.00
Gopher State-One Call	Water/Sewer Locates	22.95
Herald Journal	Deputy Clerk Ad	164.25
Marie Jensen	Janitorial Services	260.00
LGI Homes	Utility Overpayment	2141.84
Lincoln Nat'l Life	March Life Ins.	153.68
*Madison Nat'l Life	March Disability Ins.	372.28
Marco	Monthly Printer Agreement	65.17
Menards	PW Shop Supplies/Comm Ctr Salt	70.71
Menards	City Hall Refrigerator	367.99
Midwest Machinery	JD Snowblower Repair	95.48
MVTL Labs	Water Testing	49.85
MVTL Labs	WWTP Testing	413.48
NEC Cloud Comm.	Telephone Charges	181.82
OPG 3	Laserfiche-New Server	925.00
Quill	Office Supplies	145.00
Randy's Enviro. Services	Feb. Refuse/Recycle	16719.37
Riteway Business Forms	Accts Pay Checks	210.69
Total Printing	Window Envelopes	402.50
USA BlueBook	WWTP/Water Supplies	302.89
Varner Mobile Services	Snow Plow Truck Repair	489.54
Verizon	Cellphones	490.47
Wal-Mart	City Hall/Counil Supplies	81.98
Wright Cty Auditor	Mar. Patrol Services	24865.63
Wright Cty Jrnl Press	Deputy Clerk Ad	306.15

TOTAL ACCOUNTS PAYABLE	252447.45
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March 8, 2021

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MOYNAGH

BOELTER

MARSZALEK

ANDREOFF

SOLARZ

PARADEISE

* Appendix

Payments received to offset checks written

Payroll Deduction	Feb. Optical Ins.	54.52
Payroll Deduction	AFSCME #65 Feb. Union Dues	173.10
Payroll Deduction	Feb. H.S.A. Deposit	1483.00
Payroll Deduction	Jan. Employee Ins	74.52
Payroll Deduction	IUOE #49 Feb. Union Dues	140.00
Developer Expense	NW Assoc Consultants	1047.10
Payroll Deduction	Mar. Disability Ins	372.28

FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

MARCH 8, 2021

Ancom Technical Ctr	Radio Install-New Truck	637.61
*Customized Fire Train.	FD Training	800.00
North Star Awards	FF/Year Awards	51.50
SYNCB/Amazon	Office/Medical Supplies	225.08
Trick My Truck	G-11 & T-11 Mtce.	638.00
Wex Bank	Gas Charges	336.93
Ancom Technical Ctr	Pager Repair	24.50
Alex Air Apparatus	SCBA Compressor Mtce.	775.00
Central Fire Protection	Fire Extinguisher	26.25
Comcast	Internet Service	97.85
Delano CarQuest	E-11 Mtce.	50.72
Menards	Station Supplies	79.88
Milhausen Auto Repair	G-11 Mtce.	45.00
MN Computer Systems	Copier Mtce. Agreement	147.00
Verizon	FD I-Pad	40.01
TOTAL ACCOUNTS PAYABLE		3930.33

MOYNAGH
BOELTER
MARSZALEK

ANDREOFF
SOLARZ
PARADEISE

*APPENDIX

Payments received to offset checks written

State of MN	FD Training	800.00
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CITY OF MONTROSE

Monthly Adjustments

Account	Tran Type	Charge Name	Charge Type	Amount	Date
01-00001256-00-	Adjustment	R Water	Service	(\$239.54)	2/9/2021
01-00001144-00-	Adjustment	R Water	Service	(\$89.64)	2/9/2021
01-00002532-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001906-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001848-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001550-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001256-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
00-00001819-03-	Adjustment		UR	\$115.77	2/11/2021
00-00001819-00-	Adjustment		UR	(\$115.77)	2/11/2021
01-00003118-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001256-00-	Adjustment	Sewer Collection	Service	(\$239.54)	2/9/2021
01-00005166-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00005166-00-	Adjustment	WWTP	Service	(\$284.67)	2/9/2021
01-00005166-00-	Adjustment	Sewer Collection	Service	(\$284.67)	2/9/2021
01-00005166-00-	Adjustment	R Water	Service	(\$284.67)	2/9/2021
00-00001204-00-	Adjustment	WWTP	Service	(\$22.04)	2/9/2021
00-00001204-00-	Adjustment	Sewer Collection	Service	(\$22.05)	2/9/2021
00-00001204-00-	Adjustment	R Water	Service	(\$22.05)	2/9/2021
01-00001144-00-	Adjustment	WWTP	Service	(\$89.64)	2/9/2021
01-00001144-00-	Adjustment	Sewer Collection	Service	(\$89.64)	2/9/2021
01-00001256-00-	Adjustment	WWTP	Service	(\$239.53)	2/9/2021
01-00001259-00-	Adjustment	Garbage Tax	Surcharge	(\$0.07)	2/25/2021
01-00005002-00-	Adjustment	Storm Water	Service	(\$0.23)	2/26/2021
01-00005002-00-	Adjustment	Recycle-60	Service	(\$0.10)	2/26/2021
01-00005002-00-	Adjustment	WWTP	Service	(\$1.04)	2/26/2021
01-00005002-00-	Adjustment	Sewer Collection	Service	(\$0.97)	2/26/2021
01-00005002-00-	Adjustment	Garbage- 90 GAL	Service	(\$0.85)	2/26/2021
01-00005002-00-	Adjustment	Combo Water	Service	(\$1.07)	2/26/2021
01-00001259-00-	Adjustment	Storm Water	Service	(\$0.23)	2/25/2021
01-00001259-00-	Adjustment	Recycle-90	Service	(\$0.10)	2/25/2021
01-00002593-00-	Adjustment	Hang Disconnect N	Service	\$25.00	2/17/2021
01-00001259-00-	Adjustment	Sewer Collection	Service	(\$1.96)	2/25/2021
01-00005002-00-	Adjustment	Garbage Tax	Surcharge	(\$0.08)	2/26/2021
01-00001259-00-	Adjustment	Garbage-60 GAL	Service	(\$0.67)	2/25/2021
01-00001259-00-	Adjustment	R Water	Service	(\$2.02)	2/25/2021
01-00001259-00-	Adjustment	R Water	Service	(\$0.10)	2/25/2021
00-00001965-03-	Adjustment		UR	(\$139.74)	2/25/2021
00-00006003-00-	Adjustment		UR	(\$697.52)	2/25/2021
00-00005165-01-	Adjustment		UR	(\$110.56)	2/25/2021
00-00001654-01-	Adjustment		UR	(\$134.26)	2/25/2021
00-00001505-00-	Adjustment		UR	(\$265.55)	2/25/2021
01-00001259-00-	Adjustment	WWTP	Service	(\$1.99)	2/25/2021
				(\$3,066.79)	

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

CITY OF MONTROSE
COUNTY OF WRIGHT
STATE OF MINNESOTA

RESOLUTION NO. 2021-12

RESOLUTION AUTHORIZING A CHANGE TO THE BANK SIGNATURE CARDS

WHEREAS, Banking Standards require all changes to signature cards be submitted in writing, and

WHEREAS, the City of Montrose has had a change in administration;

NOW THEREFORE, BE IT RESOLVED; that the City Council authorizes the removal of Deborah Boelter from all city accounts and that Jessica Bonniwell, Wayne McCormick, Robert W. Moynagh III and Thomas Marszalek be signers on the city accounts (General Checking Account, EDA Account and Money Market and Safe Deposit Box), that Jessica Bonniwell and Wendy Manson be able to make deposits, electronic funds transfers and manage investments (ie CD's, etc.) effective April 1, 2021.

Adopted by the Montrose City Council on March 8th, 2021.

Robert W. Moynagh III, Mayor

Jessica Bonniwell, City Administrator



MEMO

PURCHASING AUTHORITY

March 8, 2021

City Council has given purchasing authority in the amount of \$2,500.00 to the City Clerk-Treasurer and the Public Works Director to allow them to purchase items for the city as needed without Council approval. With the addition of the City Administrator position, the spending authority will need to be amended to include the City Administrator, City Clerk-Treasurer and the Public Works Director. Also with inflation, staff is asking the spending authority amount be increased to \$3,000.00.

Action Needed:

Motion to approve spending authority in the amount of \$3,000.00 for the City Administrator, City Clerk-Treasurer and the Public Works Director.

Prepared by Wendy Manson



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 2021

Printed on March 1, 2021

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

02/20/21 17:06	911 Hang-up	2021013118			911
02/28/21 06:34	911 Hang-up	2021015174			911

911 Hang-up; Domestic Disturbance Total: 1

02/16/21 21:41	911 Hang-up; Domestic	2021012121	Domestic Disturbance	WP21004066	911
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911 Open Line Total: 4

02/09/21 10:53	911 Open Line	2021010278			911
02/15/21 16:38	911 Open Line	2021011799			911
02/23/21 16:18	911 Open Line	2021013876			911
02/26/21 21:06	911 Open Line	2021014734			911

Alarm Total: 2

02/14/21 06:31	Alarm	2021011488			Phone
02/15/21 18:33	Alarm	2021011818			Phone

Check Welfare Total: 10

02/02/21 06:17	Check Welfare	2021008347	Check Welfare	WP21002840	Phone
02/02/21 13:34	Check Welfare	2021008451	Check Welfare	WP21002878	Phone
02/03/21 13:53	Check Welfare	2021008750	Agency Assist	WP21002972	Phone
02/06/21 15:10	Check Welfare	2021009579	Check Welfare	WP21003241	Phone
02/15/21 02:02	Check Welfare	2021011686	Domestic Disturbance	WP21003920	Phone
02/17/21 19:16	Check Welfare	2021012341	Check Welfare	WP21004136	Phone
02/22/21 00:10	Check Welfare	2021013459	Check Welfare	WP21004451	Phone
02/23/21 14:02	Check Welfare	2021013844	Check Welfare	WP21004587	Phone
02/24/21 10:15	Check Welfare	2021014052	Check Welfare	WP21004642	Phone
02/27/21 21:28	Check Welfare	2021015079	Check Welfare	WP21004954	Phone

Citizen Aid Total: 3

02/10/21 17:21	Citizen Aid	2021010606	Citizen Aid	WP21003563	Phone
02/11/21 19:24	Citizen Aid	2021010893	Citizen Aid	WP21003650	911
02/15/21 13:07	Citizen Aid	2021011757	CSC Sex Offense	WP21003945	911

Civil Complaint Total: 6

02/02/21 09:37	Civil Complaint	2021008388	Civil Complaint	WP21002856	Phone
02/04/21 16:04	Civil Complaint	2021009075	Civil Complaint	WP21003079	Phone
02/07/21 10:24	Civil Complaint	2021009752	Civil Complaint	WP21003305	911
02/21/21 16:07	Civil Complaint	2021013357	Civil Complaint	WP21004422	Phone
02/24/21 21:49	Civil Complaint	2021014222	Domestic Disturbance	WP21004686	911
02/27/21 14:09	Civil Complaint	2021014915	Civil Complaint	WP21004915	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Civil Process Total: 9					
02/01/21 12:58	Civil Process	2021008168			Officer
02/03/21 13:01	Civil Process	2021008736			Officer
02/16/21 14:08	Civil Process	2021012004			Officer
02/17/21 10:52	Civil Process	2021012229			Officer
02/17/21 10:55	Civil Process	2021012230			Officer
02/17/21 15:44	Civil Process	2021012295			Officer
02/17/21 17:06	Civil Process	2021012313			Officer
02/23/21 09:11	Civil Process	2021013772			Officer
02/23/21 14:20	Civil Process	2021013851			Officer
Commercial General Alarm Total: 1					
02/25/21 06:17	Commercial General	2021014260			Phone
Court Order Violation Total: 2					
02/08/21 11:53	Court Order Violation	2021010013	Court Order Violation	WP21003376	Phone
02/17/21 16:41	Court Order Violation	2021012308	Court Order Violation	WP21004127	911
Disabled Vehicle Total: 1					
02/27/21 20:10	Disabled Vehicle	2021015044			911
Disorderly Total: 1					
02/11/21 22:59	Disorderly	2021010941	Disorderly	WP21003669	911
Domestic Disturbance Total: 6					
02/09/21 12:41	Domestic Disturbance	2021010300	Domestic Disturbance	WP21003470	Phone
02/16/21 04:12	Domestic Disturbance	2021011901	Domestic Disturbance	WP21003989	911
02/16/21 08:41	Domestic Disturbance	2021011930	Domestic Disturbance	WP21003998	911
02/18/21 21:48	Domestic Disturbance	2021012657	Domestic Disturbance	WP21004226	Phone
02/19/21 12:21	Domestic Disturbance	2021012756	Harassment	WP21004263	Phone
02/23/21 09:21	Domestic Disturbance	2021013774	Domestic Disturbance	WP21004559	911
Drugs Total: 1					
02/19/21 18:52	Drugs	2021012872	Drugs	WP21004293	
Fire - Smoke - Odor Total: 1					
02/07/21 10:13	Fire - Smoke - Odor	2021009750	Fire - Smoke - Odor	WP21003304	911
Fire - Structure Total: 2					
02/22/21 19:47	Fire - Structure	2021013682	Residential Fire Alarm	WP21004522	911
02/27/21 00:24	Fire - Structure	2021014774	Fire - Structure	WP21004870	911
Fraud - Forgery Total: 1					
02/10/21 13:05	Fraud - Forgery	2021010535	Fraud - Forgery	WP21003534	Phone
Harassment Total: 6					
02/02/21 14:36	Harassment	2021008474	Civil Complaint	WP21002886	911
02/03/21 21:46	Harassment	2021008896	Harassment	WP21003016	Phone
02/07/21 23:21	Harassment	2021009895	Harassment	WP21003338	911
02/16/21 05:43	Harassment	2021011909	Harassment	WP21003991	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/27/21 20:11	Harassment	2021015045	Harassment	WP21004946	Phone
02/27/21 20:38	Harassment	2021015056	Harassment	WP21004949	Phone

Info Total: 1

02/19/21 11:39	Info	2021012749	Court Order Violation	WP21004256	911
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Intoxicated Person Total: 1

02/05/21 13:56	Intoxicated Person	2021009288	Intoxicated Person	WP21003155	911
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Medical - Abdominal Pain Total: 1

02/19/21 20:12	Medical - Abdominal	2021012895			911
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Medical - Breathing Problems Total: 2

02/04/21 01:19	Medical - Breathing	2021008929	Intoxicated Person	WP21003030	911
02/18/21 21:22	Medical - Breathing	2021012655			911

Medical - Chest Pain Total: 1

02/16/21 21:54	Medical - Chest Pain	2021012124			911
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Medical - Childbirth - Obstetrics Total: 1

02/21/21 20:52	Medical - Childbirth -	2021013428	Medical - Childbirth - Obstetric	WP21004444	911
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Medical - Diabetic Total: 1

02/03/21 19:43	Medical - Diabetic	2021008852	Medical - Diabetic	WP21003003	911
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Medical - Fall Under 6 Feet Total: 2

02/03/21 19:28	Medical - Fall Under 6	2021008846			911
02/09/21 08:28	Medical - Fall Under 6	2021010243	Medical - Fall Under 6 Feet	WP21003450	911

Medical - Psychiatric - Behavioral Total: 2

02/13/21 17:44	Medical - Psychiatric -	2021011364	Medical - Psychiatric -	WP21003817	911
02/28/21 14:13	Medical - Psychiatric -	2021015295	Juvenile - Complaint	WP21005024	911

Medical - Seizure Total: 1

02/17/21 11:29	Medical - Seizure	2021012237			911
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Medical - Sick Total: 4

02/08/21 11:00	Medical - Sick	2021010000			911
02/10/21 01:55	Medical - Sick	2021010435			911
02/26/21 19:21	Medical - Sick	2021014705			911
02/27/21 15:41	Medical - Sick	2021014954			911

Medical - Trauma Total: 1

02/27/21 16:37	Medical - Trauma	2021014979	Medical - Trauma	WP21004926	911
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Medical - Unconscious - Fainting Total: 3

02/08/21 20:36	Medical - Unconscious -	2021010166	Death Investigation - Natural	WP21003432	911
02/14/21 11:25	Medical - Unconscious -	2021011528	Medical - Unconscious -	WP21003881	Phone
02/19/21 21:51	Medical - Unconscious -	2021012924			911

Missing Person Total: 1

02/11/21 20:43	Missing Person	2021010908	Missing Person	WP21003655	Phone
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Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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Motorist Aid Total: 2

02/02/21 04:40	Motorist Aid	2021008343			
02/10/21 14:57	Motorist Aid	2021010558			Officer

MVA - No Injuries Total: 2

02/16/21 00:08	MVA - No Injuries	2021011879	MVA - No Injuries	WP21003974	
02/18/21 14:53	MVA - No Injuries	2021012521	MVA - No Injuries	WP21004195	

Open Door - Window Total: 1

02/24/21 07:04	Open Door - Window	2021013997	Open Door - Window	WP21004621	
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Phone Call Total: 3

02/02/21 14:03	Phone Call	2021008464			Other
02/21/21 17:57	Phone Call	2021013387	Civil Complaint	WP21004433	Other
02/22/21 19:46	Phone Call	2021013681	Phone Call	WP21004523	911

Probation Check Total: 5

02/03/21 18:14	Probation Check	2021008825			Officer
02/03/21 18:37	Probation Check	2021008834			Officer
02/13/21 13:00	Probation Check	2021011304			Officer
02/18/21 19:44	Probation Check	2021012621			Officer
02/25/21 20:16	Probation Check	2021014449			Officer

Repossession Total: 2

02/03/21 20:20	Repossession	2021008862			
02/26/21 05:35	Repossession	2021014513			

Residential General Alarm Total: 1

02/24/21 07:30	Residential General	2021014005			Phone
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Residential Medical Alarm Total: 1

02/07/21 11:32	Residential Medical	2021009767			Phone
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SIA Area Watch Total: 8

02/03/21 07:18	SIA Area Watch	2021008652			
02/03/21 12:57	SIA Area Watch	2021008734			
02/03/21 13:53	SIA Area Watch	2021008751			
02/09/21 10:27	SIA Area Watch	2021010271			
02/10/21 12:44	SIA Area Watch	2021010531			
02/18/21 11:19	SIA Area Watch	2021012474			
02/20/21 18:42	SIA Area Watch	2021013150			
02/21/21 11:44	SIA Area Watch	2021013309			

SIA Business Walk Through Total: 1

02/18/21 12:32	SIA Business Walk	2021012488			
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SIA City Council - City Hall Total: 1

02/08/21 18:00	SIA City Council - City	2021010125			Officer
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SIA Other Total: 1

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/04/21 11:45	SIA Other	2021009023			
SIA Parks Total: 1					
02/12/21 17:15	SIA Parks	2021011108			
SIA School Check Total: 1					
02/08/21 07:40	SIA School Check	2021009950			
Sign - Signal Repair Total: 1					
02/06/21 21:02	Sign - Signal Repair	2021009643			Phone
Snowbird Total: 15					
02/06/21 01:20	Snowbird	2021009474	Snowbird	WP21003200	
02/08/21 01:34	Snowbird	2021009908	Snowbird	WP21003343	
02/08/21 01:41	Snowbird	2021009909	Snowbird	WP21003344	
02/08/21 01:55	Snowbird	2021009912	Snowbird	WP21003346	
02/08/21 02:11	Snowbird	2021009914	Snowbird	WP21003347	
02/08/21 02:24	Snowbird	2021009918	Snowbird	WP21003350	
02/12/21 01:05	Snowbird	2021010954	Snowbird	WP21003674	
02/14/21 01:37	Snowbird	2021011471	Snowbird	WP21003853	
02/14/21 01:40	Snowbird	2021011472	Snowbird	WP21003854	
02/14/21 01:50	Snowbird	2021011474	Snowbird	WP21003855	
02/14/21 01:55	Snowbird	2021011475	Snowbird	WP21003856	
02/16/21 01:14	Snowbird	2021011885	Snowbird	WP21003978	
02/16/21 01:24	Snowbird	2021011886	Snowbird	WP21003980	
02/16/21 01:33	Snowbird	2021011887	Snowbird	WP21003981	
02/16/21 01:42	Snowbird	2021011890	Snowbird	WP21003982	
Surveillance Total: 1					
02/09/21 22:32	Surveillance	2021010420			
Suspicious - Circumstances Total: 11					
02/08/21 16:42	Suspicious -	2021010098	Suspicious - Circumstances	WP21003401	Phone
02/10/21 17:28	Suspicious -	2021010610	Suspicious - Circumstances	WP21003570	Phone
02/11/21 19:06	Suspicious -	2021010885	Suspicious - Circumstances	WP21003646	911
02/12/21 12:38	Suspicious -	2021011035	Suspicious - Circumstances	WP21003705	Phone
02/12/21 12:58	Suspicious -	2021011041	Suspicious - Circumstances	WP21003711	Phone
02/12/21 17:47	Suspicious -	2021011116	Suspicious - Circumstances	WP21003740	911
02/14/21 14:33	Suspicious -	2021011574	Suspicious - Circumstances	WP21003889	911
02/17/21 23:16	Suspicious -	2021012382	Suspicious - Circumstances	WP21004148	Phone
02/21/21 18:00	Suspicious -	2021013389	Citizen Aid	WP21004430	Phone
02/23/21 11:51	Suspicious -	2021013804	Suspicious - Circumstances	WP21004574	Phone
02/23/21 13:53	Suspicious -	2021013841	Suspicious - Circumstances	WP21004583	Phone
Suspicious - Person - Vehicle Total: 5					
02/08/21 17:29	Suspicious - Person -	2021010116	Suspicious - Person - Vehicle	WP21003408	911
02/16/21 18:40	Suspicious - Person -	2021012077	Suspicious - Person - Vehicle	WP21004058	Phone
02/25/21 06:28	Suspicious - Person -	2021014264	Suspicious - Person - Vehicle	WP21004695	Phone
02/25/21 15:43	Suspicious - Person -	2021014374	Soliciting	WP21004740	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/28/21 02:32	Suspicious - Person -	2021015153	Suspicious - Person - Vehicle	WP21004981	911

Threats Total: 1

02/26/21 20:57	Threats	2021014729	Threats	WP21004855	Phone
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Traffic - Complaint Total: 4

02/02/21 07:28	Traffic - Complaint	2021008360	Traffic - Complaint	WP21002845	Phone
02/02/21 12:15	Traffic - Complaint	2021008431	Traffic - Complaint	WP21002873	911
02/13/21 22:47	Traffic - Complaint	2021011438	Traffic - Complaint	WP21003842	911
02/27/21 12:18	Traffic - Complaint	2021014869	Traffic - Complaint	WP21004896	911

Traffic Stop Total: 70

02/01/21 09:08	Traffic Stop	2021008121			
02/01/21 20:42	Traffic Stop	2021008288			Officer
02/02/21 01:46	Traffic Stop	2021008321	Warrant - Arrest	WP21002822	Officer
02/02/21 10:25	Traffic Stop	2021008403	Traffic Stop	WP21002862	Officer
02/02/21 22:26	Traffic Stop	2021008603			Officer
02/02/21 22:39	Traffic Stop	2021008608			Officer
02/02/21 22:49	Traffic Stop	2021008611	Drugs	WP21002920	Officer
02/03/21 16:07	Traffic Stop	2021008779			Officer
02/03/21 17:02	Traffic Stop	2021008799			Officer
02/04/21 00:30	Traffic Stop	2021008923	Traffic Stop	BP21000877	Officer
02/04/21 20:09	Traffic Stop	2021009140			Officer
02/04/21 20:48	Traffic Stop	2021009146			Officer
02/04/21 22:05	Traffic Stop	2021009161			Officer
02/05/21 01:36	Traffic Stop	2021009185			Officer
02/05/21 20:13	Traffic Stop	2021009396			Officer
02/05/21 20:51	Traffic Stop	2021009407			Officer
02/05/21 21:34	Traffic Stop	2021009418			Officer
02/05/21 22:31	Traffic Stop	2021009441	Traffic Stop	WP21003191	Officer
02/06/21 00:06	Traffic Stop	2021009467			Officer
02/06/21 22:44	Traffic Stop	2021009660			Officer
02/07/21 22:13	Traffic Stop	2021009877			Officer
02/07/21 22:28	Traffic Stop	2021009883			Officer
02/08/21 16:43	Traffic Stop	2021010099			Officer
02/09/21 21:13	Traffic Stop	2021010405			Officer
02/09/21 23:32	Traffic Stop	2021010425			Officer
02/09/21 23:46	Traffic Stop	2021010429			Officer
02/09/21 23:51	Traffic Stop	2021010431			Officer
02/09/21 23:59	Traffic Stop	2021010432			Officer
02/10/21 12:39	Traffic Stop	2021010530			Officer
02/10/21 22:01	Traffic Stop	2021010667			Officer
02/10/21 23:29	Traffic Stop	2021010676			Officer
02/11/21 00:58	Traffic Stop	2021010686			Officer
02/11/21 10:08	Traffic Stop	2021010727			Officer
02/12/21 19:14	Traffic Stop	2021011145			
02/12/21 19:34	Traffic Stop	2021011152			Officer
02/12/21 21:39	Traffic Stop	2021011189			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
02/12/21 22:38	Traffic Stop	2021011202	Traffic Stop	WP21003767	Officer
02/13/21 01:45	Traffic Stop	2021011233			Officer
02/13/21 18:50	Traffic Stop	2021011384			Officer
02/13/21 19:45	Traffic Stop	2021011394			Officer
02/13/21 20:01	Traffic Stop	2021011398			Officer
02/13/21 21:04	Traffic Stop	2021011411			Officer
02/13/21 21:12	Traffic Stop	2021011413			Officer
02/13/21 21:46	Traffic Stop	2021011423			Officer
02/13/21 22:39	Traffic Stop	2021011437			Officer
02/14/21 17:19	Traffic Stop	2021011618			Officer
02/15/21 19:07	Traffic Stop	2021011824			
02/16/21 11:38	Traffic Stop	2021011964			Officer
02/16/21 21:08	Traffic Stop	2021012114			Officer
02/19/21 21:16	Traffic Stop	2021012916	Drugs	WP21004305	Officer
02/20/21 10:36	Traffic Stop	2021013012			Officer
02/20/21 11:38	Traffic Stop	2021013025			Officer
02/20/21 15:32	Traffic Stop	2021013078			Officer
02/20/21 16:32	Traffic Stop	2021013100			Officer
02/20/21 19:01	Traffic Stop	2021013154	Traffic Stop	WP21004364	Officer
02/20/21 21:47	Traffic Stop	2021013199			Officer
02/20/21 22:15	Traffic Stop	2021013209			Officer
02/20/21 22:35	Traffic Stop	2021013215			Officer
02/21/21 00:21	Traffic Stop	2021013231			Officer
02/21/21 11:26	Traffic Stop	2021013304			Officer
02/22/21 13:03	Traffic Stop	2021013560			
02/22/21 18:36	Traffic Stop	2021013664			
02/23/21 22:59	Traffic Stop	2021013962			Officer
02/24/21 05:53	Traffic Stop	2021013991	Traffic Stop	WP21004620	Officer
02/24/21 14:35	Traffic Stop	2021014109			
02/24/21 20:04	Traffic Stop	2021014198	Traffic Stop	WP21004681	Officer
02/25/21 11:36	Traffic Stop	2021014321			Officer
02/26/21 14:22	Traffic Stop	2021014620			Officer
02/27/21 11:41	Traffic Stop	2021014858	Traffic Stop	WP21004892	
02/28/21 22:21	Traffic Stop	2021015434			Officer

Unwanted Person Total: 1

02/22/21 21:50	Unwanted Person	2021013710	Unwanted Person	WP21004529	Phone
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Warrant - Arrest Total: 1

02/05/21 01:25	Warrant - Arrest	2021009184	Warrant - Arrest	WP21003107	Officer
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Warrant - Attempt Total: 5

02/17/21 21:13	Warrant - Attempt	2021012371			
02/19/21 17:57	Warrant - Attempt	2021012855			
02/19/21 23:53	Warrant - Attempt	2021012946			
02/20/21 19:22	Warrant - Attempt	2021013160			911
02/23/21 11:41	Warrant - Attempt	2021013803	Warrant - Arrest	WP21004573	

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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Total Records: 226

Montrose/Waverly Patrol Hour Summary

Hours Purchased Per 2020 Contract:	5,856.00
Starting Hours (beginning of month):	5,360.50
M-T-D (detailed below):	442.75
Balance going forward (to next month):	4,917.75
Y-T-D:	938.25

Shift Start

Date	Shift Start Time	Shift Stop Date	Shift Stop Time	Schedule	Position	Time Type	Regular Hours
1-Feb-21	0:00	1-Feb-21	2:00	Montrose/Wave	4630	Regular	2.00
1-Feb-21	10:00	1-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
1-Feb-21	20:00	2-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
2-Feb-21	10:00	2-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
2-Feb-21	20:00	3-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
3-Feb-21	10:00	3-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
3-Feb-21	20:00	4-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
4-Feb-21	10:00	4-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
4-Feb-21	20:00	5-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
5-Feb-21	10:00	5-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
5-Feb-21	20:00	6-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
6-Feb-21	10:00	6-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
6-Feb-21	20:00	7-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
7-Feb-21	10:00	7-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
7-Feb-21	20:00	8-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
8-Feb-21	10:00	8-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
8-Feb-21	20:00	9-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
9-Feb-21	10:00	9-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
9-Feb-21	20:00	10-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
10-Feb-21	10:00	10-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
10-Feb-21	20:00	11-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
11-Feb-21	10:00	11-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
11-Feb-21	20:00	12-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
12-Feb-21	10:00	12-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
12-Feb-21	20:00	13-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
13-Feb-21	10:00	13-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
13-Feb-21	20:00	14-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
14-Feb-21	10:00	14-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
14-Feb-21	20:00	15-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
15-Feb-21	10:00	15-Feb-21	20:00	Montrose/Wave	4620	Regular	10.00
15-Feb-21	20:00	16-Feb-21	2:00	Montrose/Wave	4630	Regular	6.00
16-Feb-21	6:00	16-Feb-21	6:30	Montrose/Wave	4620	OT - Regular	0.50

16-Feb-21	6:00	16-Feb-21	6:15 Montrose/Wave	4610 OT - Regular	0.25
16-Feb-21	10:00	16-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
16-Feb-21	20:00	17-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
17-Feb-21	16:00	17-Feb-21	20:00 Montrose/Wave	4620 Regular	4.00
17-Feb-21	20:00	18-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
18-Feb-21	10:00	18-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
18-Feb-21	20:00	19-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
19-Feb-21	10:00	19-Feb-21	16:00 Montrose/Wave	4620 Regular	6.00
19-Feb-21	16:00	19-Feb-21	20:00 Montrose/Wave	4620 Regular	4.00
19-Feb-21	20:00	20-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
20-Feb-21	10:00	20-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
20-Feb-21	20:00	21-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
21-Feb-21	10:00	21-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
21-Feb-21	20:00	22-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
22-Feb-21	10:00	22-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
22-Feb-21	20:00	23-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
23-Feb-21	10:00	23-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
23-Feb-21	20:00	24-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
24-Feb-21	10:00	24-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
24-Feb-21	20:00	25-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
25-Feb-21	10:00	25-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
25-Feb-21	20:00	26-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
26-Feb-21	10:00	26-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
26-Feb-21	20:00	27-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
27-Feb-21	10:00	27-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
27-Feb-21	20:00	28-Feb-21	2:00 Montrose/Wave	4630 Regular	6.00
28-Feb-21	10:00	28-Feb-21	20:00 Montrose/Wave	4620 Regular	10.00
28-Feb-21	20:00	1-Mar-21	0:00 Montrose/Wave	4630 Regular	4.00

TOTAL:	442.75
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Monthly Activity Report Montrose Fire Department

Prepared and Presented by
Kevin Triplett – Fire Chief



Period: 02/01/2021 thru 02/28/2021 (FEBRUARY)

CALLS

Total Calls: 28

of Calls FEBRUARY 2020 = 20

EMS Calls: 22

2020 vs 2021 (2021 = + 8)

Other Calls:

02/27 - #21049 – Structure Fire –Montrose City (Total incident loss = \$371,157)

02/22 - #21046 – Fire Alarm/CO Alarm – Montrose City

02/18 - #21041 – Motor Vehicle Accident – Franklin Township

02/18 - #21040 – Motor Vehicle Accident – Franklin Township

02/15 - #21036 – Fire Alarm – Montrose City

02/07 - #21029 – Odor Investigation – Montrose City

Total calls to Date 2021 – 051

2020 vs 2021 (2021 = + 15)

Total calls this time in 2020 - 036

Call Districts

Montrose City: 21

Franklin Township: 3

Marysville Township: 3

Woodland Township: 1

Other: 0

TRAINING:

02/02/2021 – Staff Meeting / Truck Maintenance

02/09/2021 – Emergency Medical Responder Refresher

02/16/2021 – Emergency Medical Responder Refresher

Other Activities, Special Mention, Etc.

02/08/2021 – Keith Johnson returns to the Fire Department after a leave of absence

SPECIAL INFO

- Firefighters Cade Stuntebeck, Diane Holman, Joey Theis & Zach Walters are currently in Firefighter 1 certification classes which are being held 2 nights per week with additional classes on some weekends

- 2020 FEMA Assistance to Firefighters Grant was submitted in early February for purchase of new SCBA units with a grant total of \$130,000 and the city/fire department would need to provide 5% of the funds. We should hear something within the next 6-9 months if we got the grant or not

Acknowledgments

- 2020 Firefighter of the year – Kevin Triplett

- 2020 Top Responders – Mike Marketon (85.77%), Willie Bauernschmitt (84.70%), Diane Holman (82.92%), Joey Theis (74.38%), Kevin Triplett (66.19%) and Kelly Stoll (61.92%)

- Joel Grave who successfully completed his probationary Firefighter period and was recently pinned and recognized at a Fire Department event.

City of Montrose
 Planning and Zoning Commission Meeting
 Montrose Community Center
 200 Center Avenue South
 Wednesday, February 10, 2021
 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, February 10, 2021 at 7:00 p.m.

Planning and Zoning Commission Vice-Chair, Mr. Justin Emery, called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Commissioner Shawn Cuff
 Commissioner Justin Emery
 Commissioner Charles Smallwood
 City Council Liaison Sam Solarz

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer
 Ms. Jessica Bonniwell, City Administrator
 Mr. Daniel Elder, City Planner

Absent: Commissioner Sylvia Henry

3. PLEDGE OF ALLEGIENCE

The Pledge of Allegiance was taken.

4. APPROVAL OF THE AGENDA

Commissioner Smallwood motioned to approve the Amended February 10, 2021 Planning and Zoning Commission Meeting Agenda as written. Commissioner Cuff seconded the motion. Motion carried 3-0.

5. APPROVAL OF THE MINUTES

A. January 13, 2021 Planning and Zoning Commission Meeting

Commissioner Smallwood motioned to approve the Planning and Zoning Commission Meeting minutes of January 13, 2021 as written. Commissioner Cuff seconded the motion. Motion carried 3-0.

6. ELECTION OF OFFICER

A. Election of position of Chair on the Planning and Zoning Commission

Ms. Boelter stated that Commissioner Scanlon has resigned and his position as Chair will need to be filled. Ms. Boelter went on to state the Mr. Emery would like to remain as Vice Chair.

Commissioner Emery motioned to appoint Mr. Charles Smallwood as Chair of Planning and Zoning. Commissioner Cuff seconded the motion. Motion carried 2-0-1 with Commissioner Smallwood abstaining from vote.

7. PUBLIC HEARINGS

A. Consider A Conditional Use Permit (C.U.P.) Application – 111 Buffalo Ave South

**Commissioner Emery motioned to close the Planning and Zoning Meeting and Open the Public Hearing for the Conditional Use Permit Application for 111 Buffalo Ave South. Commissioner Cuff seconded the motion.
Motion carried 3-0.**

Background

Sid Chantland has requested approval of a conditional use permit (CUP) to allow a firearms sales business to be conducted at 111 Buffalo Ave South. The applicant has indicated that the building's primary use will be the restoration and sale of antique firearms and will have limited customer sales. Single-family uses borders the subject site to the west, east, and south and by a rail line to the north.

The site is zoned R-B, Residential Business. Within R-B districts, retail or service commercial activities (as allowed in the B-1 District) are allowed via a conditional use permit.

Issues Analysis

Conditional Use Permit Evaluation Criteria. Conditional Use Permit Evaluation Criteria. Section 1005-3 of the Zoning Ordinance states that the Planning Commission shall consider possible effects of the proposed conditional use. Its judgment shall be based upon, but not limited to, the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.

Staff Comment: The R-B zone is intended to provide a transition in land use from residential to low-intensity businesses and allow for the fixing of these uses. The applicant is proposing a business that, according to the applicant, will have limited customer traffic flow and will be open on a very limited basis. The use is consistent with the Comprehensive Plan's intention by providing a transitional area between residential and business.

B. The proposed use is or will be compatible with present and future land uses of the area.

Staff Comment: The property's intended use as a low-intensity business is compatible with the surrounding land use provided the property meet certain conditions imposed to mitigate negative impacts associated with the proposed use.

C. The proposed use conforms with all performance standards contained in this Code.

Staff Comment: The proposed use will be required to meet the performance standards contained in the Code.

D. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

Staff Comment: The proposed use can be accommodated with existing public service and will not overburden service capacity.

E. Traffic generation by the proposed use is within capabilities of streets serving the property.

Staff Comment: The use is well within the capabilities of streets serving the property.

Additionally, Section 1066-7 N of the R-B zone states the following:

Retail or service commercial activities as allowed in the B-1 District, provided that:

1. Merchandise is sold at retail.

Staff Comment: The applicant has stated that they will offer merchandise for sale on a limited basis to approved customers as required by Federal Law to accommodate federal background checks.

2. Adequate off-street loading is provided in compliance with Chapter 1019 of this Ordinance.

Staff Comment: The applicant has indicated that the deliveries to the property will be limited. As such, the off-street loading shall meet the Code's requirements, but on change of ownership or change in use, the property shall be subject to review by the City.

3. Vehicular entrances to parking or service areas shall create a minimum of conflict with through traffic movement.

Staff Comment: There will be minimum conflict with through traffic movement.

4. When abutting a residential use, a buffer area with screening and landscaping in compliance with Section 1020-5 of the Ordinance shall be provided.

Staff. Comment: The applicant will be required to provide a buffer area with screening and landscaping.

5. All signs and information or visual communication devices shall be in compliance with Chapter 1024 of this Ordinance.

Staff Comment: The applicant has indicated there will be no signs.

Within R-B districts, retail or service commercial activities as allowed in the B-1 District are allowed with a conditional use permit. Provided certain conditions are upheld, the proposed firearms restoration business is considered a low-intensity business as intended by the City's Comprehensive Plan. The business will need to meet certain requirements, as discussed below.

Business Description. The applicant wishes to establish a firearms restoration and sales business on the property as a conditional use. According to the applicant, the business will be conducted over the internet and merchandise will be stored and received at the property. The business will have limited customers and most of the activity will involve limited hours and use for restoration.

Firearms Regulations. According to the applicant, the following eligibility requirements must be satisfied in order to obtain the referenced license and conduct the proposed business:

- You are at least 21 years old.
- You have never renounced your U.S. citizenship.
- You are not an illegal alien.
- You are a resident in the state where you intend to start your business or have an existing business location.
- You have never broken any federal firearms laws, such as buying or selling guns without proper licensure.
- You have not been convicted of a crime that required imprisonment for more than 1 year.
- You have never had a restraining order filed against you for harassment of a spouse, intimate partner, or child.
- If you use controlled substances, you must obtain them legally, and you must not be addicted to them.
- You have never been committed to a mental institution.
- You were not dishonorably discharged from the Armed Forces.

The application further notes the following:

- All persons listed on the application must provide a set of fingerprint cards to the FBI for a complete national background check.
- An investigator of the Department of Alcohol, Tobacco, Firearms and Explosives will conduct a review of the application and person(s) listed on the application. The purpose of this interview is to ensure that all Local, State and Federal laws and regulations are met.

As a conditional use permit approval condition, it is recommended that a Federal Firearms License be obtained and proof of such license be provided to the City prior to the commencement of business operations. The applicant has noted that the license is pending the approval of the conditional use permit.

Site Security. A primary concern related to the on-site storage of firearms is that of site security. According to the applicant, firearms will be secure at all times. Specifically, firearms will be stored in a locked and secure safe with a lock that prevents either loading of the firearm or accidental discharge of the firearm.

The applicant has also indicated firearms and ammunition will be stored separately and that the site is presently, and will continue to be, secured with an alarm system.

While it may be assumed, it is recommended that as a condition of the conditional use permit approval, that both firearms and ammunition be secured within the business at all times.

That applicant has indicated that, in accordance with Federal regulations, the Wright County Sheriff has been made aware of this application.

Customer Transactions. According to the applicant, all customers of the proposed home business will be required to complete a National Instant Criminal Background Check with the Federal Bureau of Investigation (FBI) before a transaction can take place. Additionally, the applicant has indicated that State and Federal Laws are very clear on who may own a firearm and who is disqualified. Federal Law requires updates to the National Instant Criminal Background Check System (NICS) within 24 hours of a person becoming disqualified from purchasing a firearm.

Disqualifications include, but are not limited to, the following:

- Violent Offenders
- Persons convicted of a Felony
- Substance Abusers
- Convictions of Domestic Abuse or Assault
- Those who have been determined to be mentally ill

Customer Interaction. In determining the compatibility of the proposed use with the surrounding neighborhood, traffic generated via customer interaction is a key issue.

According to the applicant, Federal Regulations stipulate that firearm transfers must occur in person in order to complete the necessary background checks. Thus, clients will come to the residence to complete the transactions. The applicant has indicated that the majority of these transactions will be by appointment.

To minimize neighborhood impacts, it is recommended that the following conditions related to on-site customer interactions be imposed:

1. All transactions shall be by appointment.
2. All on-site firearm transactions shall occur between the hours of 8:00 am and 7:00 pm.
3. On-site transactions with customers shall be limited to one customer at a time.

Termination of Use. Section 1005-5 of the Zoning Ordinance states the following related to a conditional use permit revocation: The City Council may suspend or revoke any conditional user permit upon determination that the authorized conditional use is not in conformance with the conditions of the permit or is in violation of this Ordinance, City codes, or other applicable regulations. A suspension or revocation of a conditional use permit will be preceded by written notice to the permittee, owner or other responsible party, and a hearing before the City Council.

Signs. The applicant has indicated there will be no signs.

Parking. Section 1019 of the Code requires retail business uses to not less than 8 parking stalls. As a condition of CUP approval, the applicant should provide proof of parking, demonstrating that the use could meet the supply requirement if needed. The applicant has indicated that there will be limited use of the property, and the proof of

parking is to ensure that the future use of the property shall meet the Code.

Recommendation

Provided certain conditions are imposed, it is believed the proposed conditional use can compatibly exist and will not negatively impact the surrounding neighborhood. Our office therefore recommends approval of the requested conditional use permit subject to satisfaction of the following conditions:

1. All exterior lighting shall be so directed so as not to cast glare toward or onto the public right of way or neighboring residential uses or districts.
2. The applicant will install a buffer area with screening and landscaping that will screen the neighboring residential uses.
3. The applicant will provide a proof of parking drawing to City Staff to
4. The hours of operation shall be limited to the hours of 8:00 am and 7:00 pm.
5. All applicable State and Federal laws/regulations pertaining to the sale of firearms including, but not limited to, those imposed by the Federal Firearms License shall be satisfied.
6. Proof of the acquisition of a Federal Firearms License shall be provided to the City prior to the commencement of business operations.
7. All customer transactions shall be by appointment.
8. On-site transactions shall be limited to one customer at a time.
9. All on-site firearm transactions with customers shall occur between the hours of 8:00 am and 7:00 pm.
10. Both firearms and ammunition shall be secured within the business at all times when not being worked on.
11. The City reserves the right to inspect the premises to ensure compliance with the conditions imposed upon the approved interim use permit.

Mr. Elder gave a summary of the above information and stated that the resident from 130 Buffalo Ave S had concerns about the security of the building as well as the proximity to the nearby Community Center, Elementary School and park. Mr. Elder stated that the building would be secured with an alarm system as well as safe vaults for the guns and ammunition. Mr. Elder stated, regarding the concerns about the proximity of the building to the nearby school, community center and parks, the City does not have the ability to zone for firearms as that is under Federal Jurisdiction. Mr. Elder stated this CUP would be contingent on Mr. Chantland obtaining his Federal Firearms License and vice versa. Mr. Elder stated Mr. Chantland would have to put screening in place around the building to shield neighboring homes from the view of the building. Mr. Elder is not requiring a parking lot at this time, but may be necessary in the future if Mr. Chantland's business model changes or a new owner takes over the property for sales. Mr. Chantland took the podium and stated that he would mostly be restoring antique guns and not "manufacturing" as most people would think of that term. Mr. Chantland also stated the guns and ammunition would be stored separately in a bank vault.

Mr. Elder stated that staff has recommended approval of the C.U.P.

**Commissioner Emery motioned to close the Public Hearing to Consider A Conditional Use Permit (C.U.P.) Application – 111 Buffalo Ave South, and open the Planning and Zoning Meeting. Commissioner Cuff seconded the motion.
Motion carried 3-0.**

**Commissioner Cuff motioned to recommend approval of the Conditional Use Permit at 111 Buffalo Avenue South. Commissioner Emery seconded the motion.
Motion carried 3-0.**

B. Consider A Planned Unit Development (P.U.D.) State Rezoning and Preliminary Plat Application – East End of Steamboat Lane

Commissioner Smallwood motioned to close the Planning and Zoning Meeting and open the Public Hearing for A Planned Unit Development (P.U.D.) State Rezoning and Preliminary Plat Application – East End of Steamboat Lane. Commissioner Emery seconded the motion. Motion carried 3-0.

Background

Scott Loomis and Loomis Development have submitted applications for a Development Stage Planned Unit Development rezoning and Preliminary Plat approval for the Rolling Meadows Fourth Addition. The development consists of 14 single-family lots on 2.89 acres of land located to east Steamboat Lane. The property was initially approved as Outlot C when Rolling Meadows Addition was approved in 2003 and was "ghost platted" for nine single-family lots at that time. The site is located to the south of the Rolling Meadows 2nd Addition and is bounded on the north by Loveland Circle and St. Paul's Lutheran Cemetery, on the south and west by Steamboat Lane, and to the east is County Road 12 S. The site is zoned R-1 Single Family Residential District.

Issues Analysis

Land Use. Within the City's Comprehensive Plan, the subject site is guided for low-density residential use, which is identified as 2 to 4 dwelling units per acre. While the proposed single-family detached homes are consistent with the Comprehensive Plan, the proposed density of 4.79 units per acre is not consistent with the Comprehensive Plan. If desired, this is an area where the Planning Commission and City Council can provide flexibility via the PUD.

Planned Unit Development Requirements. As noted, the applicant has requested a PUD, Planned Unit Development to accommodate certain flexibilities from the City's R-1 District standards. Specifically, deviations from lot size, lot width, and side yard setback are requested. While the PUD can accommodate such design flexibilities, it is important that the purpose of planned unit development must be fulfilled.

Generally speaking, planned unit development is intended to allow flexibility from the Zoning Ordinance's strict terms in return for higher site and building design standards than what would otherwise be allowed.

Section 1010-1 of the Zoning Ordinance specifically states that planned unit development is intended to encourage:

- (a) Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and siting of structures and by the conservation and more efficient use of land in such developments.
- (b) Higher standards of site and building design through the use of trained and experienced land planners, architects, and landscape architects.
- (c) More convenience in location and design of development and service facilities.
- (d) The preservation and enhancement of desirable site characteristics such as natural topography and geologic features and the prevention of soil erosion.
- (e) A creative use of land and related physical development which allows a phased and orderly transition of land from rural to urban uses.
- (f) An efficient use of land resulting in smaller networks of utilities and streets thereby lower development costs and public investments.
- (g) A development pattern in harmony with the objectives of the Montrose Comprehensive Plan (PUD is not intended as a means to vary applicable planning and zoning principles).
- (h) A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.

In consideration of this application, this intended PUD "trade-off" of sorts must be recognized.

The City of Montrose lays out 13 requirements for a planned unit development. These requirements are outlined below with Staff comment:

- A. Ownership: An application for PUD approval shall be filed by the landowner or jointly by all landowners of the property included in a project. The application and all submissions must be directed to the development of the property as a unified whole. In the case of multiple ownership, the approved final plan shall be binding on all owners.

Staff Comment: In this case, the PUD is done with the property owners' permission. This requirement has been satisfied.

- B. Comprehensive Plan Consistency: The proposed PUD shall be consistent with the City Comprehensive Plan.

Staff Comment: The Comprehensive Plan notes the need for "infill development." The lot in question is surrounded by single-family homes and is intended to provide Steamboat Lane's extension. By developing these lots that were ghost platted and expanding the road, the project is consistent with the Comprehensive Plan's goals.

- C. Utility Plan Consistency: The proposed PUD shall be consistent with the City's utility (sewer and water) plans.

Staff Comment: The site has access to utilities and is subject to the recommendations and review of the City Engineer. The project is consistent with the City's utility plans.

- D. Common Open Space: Common open space at least sufficient to meet the minimum requirements established in the Comprehensive Plan and such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of the residents of the PUD shall be provided within the area of the PUD development.

Staff Comment: The applicant is not proposing common open space with this project. The park dedication fees were taken care of as part of the Rolling Meadows 2nd Addition.

- E. Operating and Maintenance Requirements for PUD Common Open Space/ Facilities: Whenever common open space or service facilities are provided within the PUD, the PUD plan shall contain provisions to assure the continued operation and maintenance of such open space and service facilities to a predetermined reasonable standard.

Staff Comment: This is not applicable since no common open space has been proposed.

- F. Staging of Public and Common Open Space: When a PUD provides for common or public open space, and is planned as a staged development over a period of time, the total area of common or public open space or land escrow security in any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.

Staff Comment: The PUD is to be developed in a single stage and does not include any common open space.

- G. Density: The maximum allowable density variation in a PUD shall be determined by standards negotiated and agreed upon between the applicant and the City. In all cases, the negotiated standards shall be consistent with the development policies as contained in the Montrose Comprehensive Plan. Whenever any PUD is to be developed in stages, no such stage shall, when averaged with all previously completed stages, have a residential density that exceeds one hundred twenty-five (125) percent of the proposed residential density of the entire PUD.

Staff Comment: The density proposed by the applicant is 4.79 dwelling units per acre. This is above the land use guidance provided by the Comprehensive Plan of between 2- 4 units per acre. This is an area in which the City may provide flexibility if desired utilizing the PUD.

- H. Utilities: In any PUD, all utilities, including telephone, electricity, gas and tele-cable shall be installed underground.

Staff Comment: Utility related requirements shall be subject to the review and recommendation of the City Engineer.

- I. Utility Connections:

1. Water Connections: Where more than one property is served from the same service line, individual unit shut off valves shall be provided as required by the City Engineer.
2. Sewer Connections: Where more than one unit is served by a sanitary sewer lateral which exceeds four hundred (400) feet in length, provision must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owner's association or owner.

Staff Comment: Each unit will have its own sewer and water connection and is subject to review and recommendation by the City Engineer.

- J. Roadways: All streets shall conform to the design standards contained in the Montrose Subdivision Ordinance, unless otherwise approved by the City Council.

Staff Comment: The applicant is proposing the extension of Steamboat Lane and ending in a cul-de-sac. Steamboat Lane was planned for the future extension to the existing Steamboat Lane to the south. The applicant indicates on the plans the future connection to the roadway to the south. The street design standards are subject to the review and recommendations of the City Engineer.

- K. Landscaping: In any PUD, landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the PUD plan.

Staff Comment: The applicant has not submitted a landscaping plan. As a condition of approval, the applicant must provide a landscaping plan deemed acceptable to the Planning Commission and City Council before final plat approval. This will be a condition of approval.

- L. Servicing Requirements: All development will be carefully phased so as to ensure that all developable land will be accorded to a present vested right to develop at such time as services and facilities are available. Lands which have the necessary available municipal facilities and services will be granted approval in accordance with existing ordinances and development techniques. Lands which lack the available public facilities and services may be granted approval for development, provided that all applicable provisions of this Ordinance, the City Code, and State regulations are complied with.

Staff Comment: The servicing requirement has been met.

- M. Setbacks:

1. The front and side yard restrictions of the periphery of the planned unit development site at a minimum shall be the same as imposed in the respective districts.
2. No building shall be located less than fifteen (15) feet from the back of the curb line along those roadways which are part of the internal street pattern.
3. No building within the project shall be nearer to another building than one-half (1/2) the sum of the building heights of the two (2) buildings.

Staff Comment: The proposal doesn't meet the first requirement for side yard setbacks. Lots 1 & 8 in Block 2 and Lots 1 & 6 in Block 1 based upon the applicants' width proposed building plans for the Rockwell and

Linden models don't meet these requirements. As part of the PUD approval, the applicant will need to submit plans highlighting conformance with the side yard setbacks on those lots listed above, which is 10 feet.

Existing Adjacent Uses. Single-family uses surround the area. The only non-single-family use is the cemetery to the northeast, which is in the township. The proposed homes will conform to other uses in the area.

Streets. The applicant is proposing the extension of Steamboat lane ending in a cul-de-sac. The applicant must modify the cul-de-sac design to meet the City Engineer letter's design requirements dated 2/3/2021.

Other Issues. Other street-related issues, including but not limited to, access locations, right-of-way dedication and street construction standards should be subject to comment by the City Engineer.

Lot Design.

Lot Area. Within the City's R-1, Residential District, a minimum lot size of 10,000 square feet is imposed. The applicant has requested flexibility from the City's lot area requirements. The proposed lot areas range from 6,773 to 8,998 square feet, with an average lot area of 7,583 square feet.

Lot Width. The R-1 zoning district imposes a minimum lot width requirement of 80 feet. The applicants have requested flexibility from the City's lot width requirements. The minimum requested width is 52 feet, with a maximum width of 58 feet

The following table demonstrates the lot area and lot widths proposed compared to the R-1 district requirements.

Parcel	Lot Area Proposed	R1 – Lot Area Requirement	Lot Width Proposed	R1- Width Requirement
Block 1 Lot 1	6,868	10,000	54	80
Block 1 Lot 2	7,103	10,000	54	80
Block 1 Lot 3	7,417	10,000	54	80
Block 1 Lot 4	7,870	10,000	54	80
Block 1 Lot 5	8,344	10,000	54	80
Block 1 Lot 6	8,998	10,000	53	80
Block 2 Lot 1	7,540	10,000	52	80
Block 2 Lot 2	7,534	10,000	52	80
Block 2 Lot 3	7,457	10,000	52	80
Block 2 Lot 4	7,244	10,000	52	80
Block 2 Lot 5	7,008	10,000	52	80
Block 2 Lot 6	6,773	10,000	52	80
Block 2 Lot 7	7,324	10,000	57	80
Block 2 Lot 8	8,682	10,000	58	80

Setbacks. The following table illustrates the setback requirements imposed in the City's R-1, Residential District, as well as setbacks proposed for the site via the PUD:

	R-1 District Requirement	Proposed via PUD
Front Yard Setback	25 feet	25 feet
Side Yard Setback	10 feet	5-10 feet
Rear Yard Setback	20 feet	25-74 feet

As shown above, the applicant has requested flexibility from the City's side yard setback requirements.

Park Dedication. As noted, the park dedication requirement obligations were met at the time of the Rolling Meadows Addition by providing parkland.

Landscaping. The applicant has not submitted a landscape plan. As a condition of approval, the applicant will submit a plan that is deemed suitable to the planning commission and city council. The following is recommended:

1. A minimum of two trees be planted within the front yards of all proposed lots. Such trees should be located outside of any established easements
2. Required front yard trees should have a minimum trunk diameter of 2 ½ inches measured 6 to 8 inches above ground level.
3. Weather permitting, sod should be installed upon all front and side yards within 60 days of home construction completion.

Grading, Drainage and Utilities. Issues related to grading, drainage, and utilities, including the establishment of related easements, should be subject to comment and recommendation by the City Engineer.

Development Agreement. As a condition of approval, the applicants must enter into a development agreement with the City and post all the necessary securities required by it. This issue must be subject to further comment by the City Attorney.

City Engineer Comments. The City Engineer has reviewed the Preliminary Plat and offers recommendations in the February 3, 2021 memo (Exhibit F). The recommendations shall be incorporated into the plat approvals.

RECOMMENDATION

If City Officials are inclined to support the requested PUD flexibility related to lot area, lot width, and side yard setbacks, Staff recommends approval of the Development Stage PUD (Rezoning) subject to the following conditions.

A. Approval of the PUD Development Stage, Planned Unit Development subject to the following conditions:

1. The City approve the Rolling Meadows 4th Addition final plat.
2. City Officials find that the proposed project fulfills the intent of planned unit development and therefore grants Ordinance flexibilities related to the following:
 - a. Lot width less than 80 feet (52-foot lot width proposed).
 - b. Lot area less than 10,000 SF (6,733 – 8,998 sf proposed).
 - c. Side yard setbacks less than 10 feet (5-foot setbacks proposed at minimum).
3. Side yard setbacks on the periphery of the subdivision shall conform to the 10 foot setback. Specifically, Lots 1 & 6 Block 1, and Lots 1 & 8 Block 2. Two of the applicant's home designs will meet the requirements. This will match the zoning requirements of the adjacent R-1 zoned properties.
4. The applicant shall submit a landscape plan for approval by planning commission and city council as a requirement of final plat approval. The landscape plan shall include the following landscaping-related conditions:
 - a. A minimum of two trees shall be planted within the front yards of all proposed lots. Such trees shall be located outside of any established easements.

- b. Required front yard trees shall have a minimum trunk diameter of 2 ½ inches measured 6 to 8 inches above ground level.
 - c. Weather permitting, sod be installed upon all front and side yards within 60 days of home construction completion.
5. The applicant shall enter into a PUD agreement with the City upon final plat approval. This issue shall be subject to further comment by the City Attorney.
 6. Comments of other City Staff.

B. Approval of the Rolling Meadows 4th Addition Preliminary Plat subject to the following conditions:

1. The applicants shall address all City Engineer comments and required per the memo from the City Engineer dated February 3, 2021.
2. The applicant shall enter into a subdivision development agreement with the City and post all the necessary securities required by it.
3. Comments of other City Staff.

Mr. Elder stated that Loomis Homes has submitted an application for 14 homes located off of Steamboat Lane. This property was originally ghost-platted for nine (9) single family homes that was approved back in 2004. Mr. Elder stated the applicant has requested variances on several requirements related to R-1 (Residential Single Family District) which include the following: lot size, lot width, and side-yard set-backs. Mr. Elder stated that the developer would be required to meet the side-yard set-backs on properties adjacent to already existing developed homes. Staff comment was that this would be a policy decision on how much flexibility would be granted from the zoning ordinance already in place for R-1 zoning districts. Mr. Elder also stated that park land has already been dedicated in an earlier addition of development for Rolling Meadows.

Mr. Elder was asked to describe what a Planned Unit Development means to the audience. Mr. Elder stated that through MN State Statute, a Planned Unit Development is allowed in order for developers to deviate from set standards in zoning districts. Mr. Elder stated this allows the City to work with the developer and usually get higher standards of landscaping or housing and is generally done by rezoning.

A resident, Mr. Kurt Andersen, from 802 Steamboat Lane asked if the amount of flexibility the City is willing to give to the developer would allow the owners of the new homes with smaller set-backs to park Recreational Vehicles on a parking pad adjacent to the house. Mr. Elder stated it would have to be looked at on a case-by-case basis and would likely only be allowed on one side of the property due to side-yard set-backs.

A resident, Mr. Roger Fraumann, from 921 Aspen Lane brought up concerns regarding traffic increases, how Randy's Sanitation would be able to service and turn around at the dead end with so many more homes and cars on that road, and the concern that all 23 homes would empty onto Aspen Lane where there is a bus stop. Mr. Fraumann would like to see Steamboat Lane completed all the way through so there is no dead end to ease traffic issues, emergency management issues, public works issues, and sanitation issues. Mr. Fraumann also brought up concerns about the lot size being small coupled with only having a one-stall garage and where residents would be able to store larger items and park vehicles. Mr. Elder stated that the engineer has addressed the cul-de-sac issue in that it would be required to be large enough to accommodate emergency vehicles, sanitation trucks and public works vehicles.

A resident, Mr. Mike Pilarski, from 923 Aspen Lane took the podium to reiterate the concerns brought up by Mr. Fraumann in so far as the large number of homes, 14 homes, being put into a development originally platted for nine (9) homes. Mr. Pilarski also voiced concerns about emergency vehicles accessing the homes on the dead end street.

A resident, Mr. Dyllan Jensen, from 920 Steamboat Lane, took the podium to voice his concerns regarding how there are many children, including a special needs child, currently living on the dead end road and the increase in traffic is a concerning factor regarding the development.

**Commissioner Emery motioned to close the Public Hearing for A Planned Unit Development (P.U.D.) State Rezoning and Preliminary Plat Application – East End of Steamboat Lane and open the Planning and Zoning Meeting. Commissioner Cuff seconded the motion.
Motion carried 3-0.**

Commissioner Cuff asked if the proposed lot sizes conform with the current R-1 zoning standards. Mr. Elder stated that they did not conform with the R-1 zoning standards and that was why they were applying for a P.U.D. that would allow them to deviate from the standards. Mr. Smallwood stated that small side-yard set-backs have been damaging to other parts of the City when there is a fire. Mr. Smallwood stated that even with a 10-foot side-yard set-back there was damage to an adjacent building during a recent fire. Mr. Smallwood stated that the 5-foot side-yard set-back was not big enough, allowing only 10 feet between homes. Mr. Elder stated that not every yard has a 5-foot set-back on each side of the property, most of the homes will have a 5-foot and 7-foot side-yard set-backs. Mr. Elder stated that some of the yards would then have a 12-foot side-yard set-back between homes.

**Commissioner Emery motioned to not recommend approval for the Planned Unit Development (P.U.D.) State Rezoning and Preliminary Plat Application – East End of Steamboat Lane. Commissioner Cuff seconded the motion.
Motion carried 3-0.**

8. NO OLD BUSINESS

9. NEW BUSINESS

A. City Planner Updates

Mr. Elder stated he has been working with Mr. Trelstad that owns the property at 300 Nelson Boulevard and he will be submitting a Conditional Use Permit (C.U.P.) application in the near future.

Mr. Elder stated that the applicant is still working through issues with the property before they submit an application for development.

Mr. Elder stated we have not had further communication with Mr. Boike regarding the Laundromat/Subway enterprise.

B. Consider Planning and Zoning Commission Member Application – Mr. Roger Fraumann

Ms. Boelter stated that we have received an application for Planning and Zoning Commission Member from Mr. Roger Fraumann for the Commission to consider. Ms. Boelter asked the Commission to make a recommendation to the City Council for or against approval at the March 8, 2021 meeting.

**Commissioner Emery motioned to recommend Mr. Roger Fraumann' application for consideration to be approved by City Council to be a Commission Member on the Planning and Zoning Commission. Commissioner Cuff seconded the motion.
Motion carried 3-0.**

10. NEXT MEETING

A. Wednesday, March 10, 2021 to be held at the Montrose Community Center - 7:00 p.m.

11. ADJOURNMENT

Commissioner Cuff motioned to the adjourn the Planning and Zoning Commission Meeting at 7:39 p.m. Commissioner Emery seconded the motion. Motion carried 3-0.

Charles Smallwood
Chair
City of Montrose

ATTEST:

Jessica Bonniwell
City Administrator
City of Montrose



Loomis Development LLC
1458 White Oak Dr
Chaska, MN 55318
Scott Loomis
Chief Managing Officer
Scott@loomis-homes.com
952-200-8838

February 23rd 2021

City of Montrose
311 Buffalo Avenue South
P.O. Box 25
Montrose, Minnesota 55363

To: City Council of Montrose

Loomis Development is working on redesigning the layout for Rolling meadows. We ask that the City Council table the discussion at the March 8th meeting. This will give us time to redesign per our discussions.

Thanks,

A handwritten signature in blue ink, appearing to read "Scott Loomis", with a long horizontal flourish extending to the right.

Scott Loomis

President

Meeting Date: March 8, 2021

Submitted by:  Jessica Bonniwell
City Administrator



City Council Request

Subject: City Administrator Contract

ACTION REQUESTED:

Motion to approve the proposed contract for new City Administrator position for Jessica Bonniwell.

BACKGROUND:

The Personnel and Employee Development Committee met on February 19, 2021 to discuss terms laid out in the City Administrator contract. A tentative agreement was reached that would need full council approval.

FINANCIAL/BUDGET:

Annual salary starting at \$82,500.00 with an increase to \$85,000.00 after a successful 3-month review, and a 5% annual increase on January 1st of each year throughout the term of the contract for Ms. Bonniwell. The wage for the City Administrator has been included in the budget.

ATTACHMENTS:

- City Administrator Contract
- City Administrator Job Description
- City Administrator Severance and Termination Agreement

**CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 8th day of March, 2021, by and between the City of Montrose, hereinafter referred to as “City”, and Jessica Bonniwell an individual, hereinafter referred to as “Employee.”

WITNESSETH:

WHEREAS, the City promoted Employee to be its City Administrator effective January 25, 2021; and

WHEREAS, Employee acknowledges that her employment is at-will with the City and that either the Employee or the City may terminate their employment relationship at any time, with or without cause or advance notice to the other party; and

WHEREAS, Employee acknowledges that attached as **Exhibit “A”** hereto and incorporated herein by reference is a copy of Employee’s job description as its City Administrator; and

WHEREAS, attached as **Exhibit “B”** hereto and incorporated herein by reference is a Severance Agreement which is referenced in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Recitals. The above recitals are a material part of this Agreement and are incorporated herein.
2. Term of Agreement. This Agreement shall be for a duration effective upon its execution until Employee’s employment is separated, except for those provisions of this Agreement which shall survive termination of this Agreement and termination of Employee’s employment as indicated herein within this Agreement. No language contained in this provision is intended to alter the at-will nature of the employment relationship between the City and Employee. For all times during the term of this Agreement, Employee shall be employed by the City as an at-will employee meaning that either the City or the Employee may separate Employee’s position of employment with or without cause or advance notice.
3. Work Schedule. During the period of the employment relationship, Employee will devote her full time and energy to furthering the City’s business working 40 or more hours per week and will not pursue any other business activities without the City’s written consent. Employee is expected to work the City’s normal business hours which are Monday through Thursday (7:00 a.m. to 4:30 p.m.) and Friday (7:00 a.m. to 11:00 a.m.). The City may require Employee to perform services for it outside of normal business hours as immediately described above in the preceding sentence as may be necessary,

i.e., attending city council meetings. Employee will not be subject to earn compensatory time off. The City agrees to provide Employee the ability to work a flexible work schedule from time to time to account for the City not providing to Employee this benefit.

4. Duties of Employment. Employee agrees to devote such time, attention, effort and skill to the performance of her job duties as is necessary to carry out her employment duties and essential functions of her position of employment pursuant to the direction of the City Council and in accordance with the job description attached as **Exhibit "A"** to this Agreement which job description may be amended from time to time at the sole discretion of the City.
5. Professional Standards. The Employee agrees to abide by and perform duties in conformance with the ethics of this profession (International City/County Management Association (ICMA) Code of Ethics) and all federal, state, and municipal laws, regulations and ordinances regarding her profession.
6. Compensation of Employment. City agrees to pay Employee upon this Agreement's effective date for Employee's rendered services at the annual salaried rate of \$82,500.000 as an exempt employee. The City agrees to review Employee's performance after Employee's first three months of employment and should the City determine that Employee is successfully performing her job duties under this Agreement, the City agrees to increase Employee's salaried compensation to the annual salaried rate of \$85,000.00. Thereafter, the City agrees to annually review Employee's performance and increase Employee's compensation annually up to 5% at the City's sole discretion. The reason for Employee's separation of employment from the City, as set forth in paragraphs 10 and 11, will determine the amount of post-termination payments, if any, the City will pay to Employee and the agreed upon terms of said payments.
7. Personnel Policy. This Agreement and the Employee are hereby subject to all terms and conditions of the City's Personnel Policy and any and all other Ordinances and Policies governing City employees, unless otherwise stipulated in this Agreement. To the extent that the language contained in this Agreement varies from the language contained in the Personnel Policy, this Agreement controls. No language contained in this Agreement is intended to contractually obligate the City or Employee to comply with the Personnel Policy. To the contrary, the Personnel Policy referenced herein is not a contract and shall not be construed as a contract between the City and the Employee.
8. Benefits of Employment. Employee shall be entitled to those benefits City employees are entitled to pursuant to the City's Personnel Policy including, but not limited to, holidays, vacation time, sick leave, health insurance benefits, dental insurance benefits, short and long term disability insurance, life insurance, and PERA, the terms and conditions of which are set forth in the plan documents, the City's Personnel Policy, and the terms of this Agreement. To the extent the terms of this Agreement differ from the terms of the City's Personnel Policy as it may relate to any said benefits, the terms of

this Agreement shall control.

A. Holidays. Holidays are defined as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Employee is entitled to paid time off for normal hours worked for the respective day of the work week the holiday falls on including, but not necessarily limited to, those holidays set forth above. Should the City amend its paid time off holiday policy to include additional holidays from those listed above, Employee shall be entitled to holiday pay for those additional paid holidays as determined by the City Council. Employee may be required to work on a paid holiday when the nature of the duties or other conditions require it.

When a holiday falls on Sunday, the following Monday is a paid holiday, and if any such Holiday falls on a Saturday, the preceding Friday is the holiday. When a recognized holiday falls on a day the employee has been excused with pay, Employee shall have the last day in the preceding or the first day of the following week as a replacement day for said holiday.

- B. Life Insurance. The City will provide a Group Life term insurance policy in the amount of \$50,000.00 for the Employee and \$10,000.00 for Employee's spouse pursuant to the terms and conditions of said policies.
- C. HSA Contribution. The City shall contribute \$100.00 per month to the HSA for Employee if Employee has single health insurance or \$200.00 per month for Employee if Employee has family health insurance coverage.
- D. Military Leave Without Pay. If MINN. STAT. §§ 192.26 and 192.261 apply to Employee, Employee is entitled to the benefits afforded by those sections.
- E. Medical and Dental Insurance. The City shall provide medical and dental insurance benefits in accordance with the current health and dental benefit plans in affect and shall match whatever medical and dental insurance benefits are offered to unionized employees at the City with the terms and conditions for said benefits as may be contained in the then current applicable collective bargaining agreement. The City shall pay 100% of the premiums for both Employee and Employee's spouse for said health and dental insurance plan benefits.

- F. Bereavement Leave. Up to three (3) days of bereavement leave paid by the City and not deducted from any of the Employee's leaves may be taken in the case of a death in Employee's immediate family which includes spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, (including any step or in-law in the preceding list), domestic partner and the children, grandchildren, parents, grandparents, of the domestic partner as well as minor children for whom the employee or the employee's domestic partner provide day to day care and financial support.

Paid bereavement leave shall be considered bereavement leave paid by the City and will not be taken from the Employee's vacation or sick time accrual. Up to five (5) days' additional time may be taken as unpaid bereavement leave with approval of the City's Personnel Committee. Accrued vacation or sick leave may be utilized for these additional days.

Employee may be allowed one-half day off and may utilize sick leave or vacation to attend the funeral of a friend or acquaintance, other than a member of the Employee's immediate family.

- G. Short Term and Long Term Disability. The City will offer short term and long term disability coverage to Employee pursuant to the terms and conditions of said policies under the same terms and conditions as the City offers short term and long term disability coverage to its other employees.

H. Reimbursements.

- Meal Allowance. Employees shall be reimbursed for meal, including tax and reasonable gratuity, when on approved assignment for the City. Employees shall be reimbursed for meals in conjunction with conferences and meetings only when the meals are not included in the conference registration fee or as approved by the Mayor or City Council. The maximum allowable reimbursable expense per day is determined by the Federal Government Meals and Incidental Expenses Breakdown set by the United States General Services Administration for the location the meal was purchased. The cost of alcoholic beverages shall not be reimbursed. The City will not reimburse any meals per this policy without a receipt.
- Use of Personal Vehicle. City shall reimburse Employee for her use of a personal vehicle as set forth in City Policy.
- Cell Phone. City will provide to Employee a cell phone to be used for City business purposes in accordance with the then applicable cell phone policy.

- I. Vacation. Employee will be immediately vested with 3 weeks or 15 working days

of vacation upon Employee's start date of employment under this Agreement and thereafter shall accrue vacation in accordance with the City's then current vacation policies.

- Vacation time may be used as it is accrued, as approved by the Mayor or City Council.
- No vacation will be allowed to accrue in excess of the vacation leave accrual limit without the approval of the Mayor or City Council. Vacation leave cannot be converted into cash payments except at termination. The Mayor or City Council may approve the carry-over of vacation leave in the event of a special circumstance.
- Employee will receive a lump sum cash payment for the balance of the accumulated, but unused vacation leave, upon termination or resignation, at her current rate of pay.
- The Mayor or City Council may use its discretion in allowing Employee to go into a negative vacation leave balance.

J. Sick/Safety Leave.

Employee shall earn eight hours of sick/safety leave per month. Sick/safety leave may be accumulated to a total of not more than 480 hours. Upon cessation of employment, one-third of Employee's accumulated sick leave will be rolled over into Employee's HSA, unless the Employee requests that the amount be paid out to her directly.

K. Leave of Absence. The City may grant Employee a leave of absence without pay for a period not to exceed thirty (30) days. Such leave may be extended to a maximum period of one (1) year upon further City Council consideration for extraordinary circumstances. No benefits shall accrue or be granted during a leave of absence without pay.

L. Survival. All obligations set forth in this provision 8 shall survive termination of this Agreement and termination of Employee's employment.

9. Professional Development. The Employee, as part of her duties, shall be allowed to attend conferences for professional development. The City agrees to budget for and pay the professional dues, fees and subscriptions of the Employee for participation in associations, organizations, and conferences including the International City/County Management Association (ICMA), International Institute of Municipal Clerks (IIMC), attendance at the IIMC when in Minnesota, Minnesota Clerks and Finance Officers (MCFOA), payment for the annual MCFOA conference, payment for remainder of Employee's training at the Clerk's Institute, payment for any applicable fees for additional training for both the IIMC and MCFOA programs, and Minnesota City Management Association (MCMA) annual membership dues. The City agrees to remit payment for Employee's attendance at the ICMA Annual Conference at least once every other year at the City's sole expense. Payment for attendance at all other conferences,

meetings, seminars and other such occasions must be approved in advance by the City Council.

10. Termination of Employment. The City employs Employee at-will which means that either the City or the Employee may terminate Employee's employment and this Agreement at any time, with or without cause or advance notice. However, if the City terminates Employee's employment "for cause" or if Employee voluntarily resigns without "Good Reason Caused by the City", then Employee is not entitled to receive the severance benefits as set forth in paragraph 11 below. For purposes of determining Employee's entitlement to severance benefits, "cause" shall be defined for this limited purpose to be the following:

- A. The conviction of Employee of any crime punishable as a felony involving immoral turpitude or immoral conduct.
- B. Employee's material breach of any of Employee's obligations under this Agreement, or Employee's repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations as an employee of the City for reasons other than disability or incapacity;
- C. Use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations as an employee of the City;
- D. The existence of any court order or settlement agreement prohibiting Employee's continued employment with the City;
- E. Death of the Employee.
- F. The occurrence of a physical or mental disability of Employee to such an extent that she will be unable to carry out her usual and customary duties and such disability continues or will continue for a period of 180 days. Such disability shall be determined by and in the sole discretion of the City, and Employee hereby consents to the appropriate physical and/or mental examinations by a physician selected (and to be paid for) by the City for the purpose of evaluating Employee's condition and ability to perform her duties hereunder. The physician so selected shall be board certified in the area of practice in which the alleged disability of Employee falls.

11. Payments Upon Termination.

- A. For Cause/Voluntary Termination. If the City terminates Employee's employment for any of the reasons stated in provision 10 above, or if Employee voluntarily terminates her employment without "Good Reason Caused by the City", Employee shall not receive any payments upon termination other than those payments as set forth in paragraph 8.

- B. Without Cause/Good Reason Caused by the City. If the City terminates Employee's employment without "cause" or if Employee voluntarily terminates her employment for "Good Reason Caused by the City", then Employee shall be paid severance pay and premium payments as described below subject to executing a Severance Agreement in the form attached hereto as **Exhibit "B"**. Employee's severance amount shall be the equivalent of one (1) year of wages at Employee's ending wage rate with the City at the time of Employee's separation of employment. In addition, the City shall remit premium payments for a duration of up to twelve (12) months for Employee's and Employee's spouse's health and dental coverage through COBRA. Employee shall also be entitled to receive those payments set forth in paragraph 8.
 - C. No Additional Payments. It is understood that, except as specifically set forth above in paragraphs 8 and 11, no post-termination payments will be provided to Employee following the termination of Employee's employment.
 - D. Payment Through Date of Termination. In the event of Employee's termination, whether voluntary or involuntary, the City shall be obligated to pay Employee or her estate Employee's compensation up to the date of termination.
 - E. Good Reason Caused by the City. For purposes of this provision, "Good Reason Caused by the City" shall include, but not be limited to, the following: 1) the City's breach of any provisions of this Agreement; or 2) a diminution in Employee's title, duties, responsibilities, or the City's interference such that the Employee cannot carry out her job duties.
 - F. Survival. All obligations set forth in this provision 11 shall survive the termination of this Agreement and termination of Employee's employment.
12. Return of City Property. Upon the termination of her employment, Employee agrees to deliver promptly to the City all data within her possession regarding the City and all property in her possession which belongs to the City. This covenant is intended to and does hereby survive the termination of the underlying Agreement and Employee's employment.
13. Cooperation In Claims. During the period of Employee's employment and for a period not to exceed six (6) years thereafter, at the request of the City, Employee will cooperate with the City with respect to any claims or lawsuits by or against the City where Employee has knowledge of the facts involved in such claims or lawsuits. Such cooperation shall include, but shall not be limited to, Employee providing reasonable deposition, hearing and trial testimony and making herself available at reasonable times to prepare for such testimony with the City's attorneys; provided that the City shall reasonably compensate Employee for all time so devoted to such endeavors; responding to questions that may be posed from time to time by the City's attorneys regarding such claims or lawsuits; declining to voluntarily aid, assist or cooperate with any party who has claims or lawsuits by or against the City, or with their attorneys or agents; and

notifying the City and the City's attorneys when and if the Employee is contacted by other parties or their attorneys or agents involved in actions by or against the City. Nothing in this subdivision shall prevent Employee from honestly testifying at an administrative hearing, arbitration, deposition or in court, in response to a lawful and properly served subpoena in a proceeding involving the City. This covenant is intended to and does hereby survive the termination of the underlying Agreement.

14. Judicial Modification. If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions will not, in any way, be affected or impaired thereby; and, notwithstanding the foregoing, all provisions of this Agreement shall be enforced to the extent that it is reasonable as determined in Wright County District Court.
15. Choice of Law/Forum. This Agreement shall be construed and determined according to the laws of the State of Minnesota, and any disputes arising out of this Agreement shall be determined in Wright County District Court. The parties acknowledge the existence of sufficient contacts to the State of Minnesota and Wright County to confer jurisdiction upon that court.
16. Entire Agreement. This Agreement supersedes all prior Agreements between the parties. This Agreement constitutes the entire agreement between the parties with respect to the Employee's employment relationship with the City and can be modified only in writing by the parties. All other amendments, both verbal and non-verbal, are not enforceable under this Agreement.
17. Waiver of Breach. The waiver of breach of either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.
18. Notices. Any notice to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Employee or to the City Hall.
19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery thereof and may be used in lieu of the original document.
20. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

CITY:

By: _____
Its: Mayor

EMPLOYEE:

Jessica Bonniwell

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Robert W. Moynagh III, the Mayor of the City of Montrose, City.

Notary Public

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jessica Bonniwell, Employee.

Notary Public

CITY OF MONTROSE **JOB DESCRIPTION**

POSITION: City Administrator

DEPARTMENT: City Administration

POINT RANGE: 451-496

GENERAL STATEMENT OF DUTIES:

Manages major city functional areas including: City Council; budget; finance; human resources; administration; planning and zoning; legal; ordinances and economic development; and oversees the day-to-day administrative operations of city business.

Manages and performs administrative and financial duties related to the management of city government. Work involves planning, organizing, directing, and coordinating a variety of municipal activities as provided for and authorized by the City Council. Work includes responsibility for explaining and executing ordinances and other directives of the City Council. Work also involves serving as Zoning Administrator. Work is performed with moderate latitude for independent action and decision making under the broad policy guidance of the City Council and is received through meetings, reports, and observation of results obtained.

ACCOUNTABILITY:

Reports To: Montrose City Council

Supervises: City Clerk-Treasurer
Public Works Department Director
Deputy Clerk
Administrative Assistant

Advises: Mayor and City Council
All Committees and Commissions
Other City Departments

RESPONSIBILITIES AND DUTIES:

City Council:

- Attends required meetings.
- Oversees and ensures the preparation and maintenance of all documents related to the City Council, including notice publication, minutes, agendas, publishing, distribution, maintenance documents and other documents for City Council functions.
- Responsible for video/audio recording of City Council meetings.
- Works with the City Council to establish short- and long-term goals.

Exhibit A

- Acts as City representative to Local, Wright County, and Minnesota State Government levels.
- Oversees and administers City Website maintenance and updates.

Financial:

- Oversees the preparation and administration of the annual budget and levy.
- Prepares documents related to Truth-in-Taxation hearing.
- Oversees bond issues working with financial consultant.
- Oversees all daily/monthly/yearly accounting operations and procedures.
- Oversees the annual audit and work with the auditing firm.
- Manages City financial investments.
- Develops Request For Proposals (RFPs) for Consultant/Contractor selections.
- Develops and administers grant applications.
- Manages Tax Increment Financing Programs.

Human Resources and Administration:

- Personnel Committee member.
- Responsible for the updating of the City policies for City Council approval, after committee review.
- Conducts annual performance review evaluations for administrative staff.
- Prepares the comparable worth report for the State of Minnesota.
- Oversees insurance policies; liability, work comp, employee medical, dental, long- and short-term disability.
- Annually reviews City insurance policies with agents.
- Manages document imaging operations.
- Oversees City website development, calendar and information management and timely maintenance.
- Manages technological advances and financial and administrative equipment and software upgrades.
- Manages and serves as the responsible party for the City Data Practice Policy.
- Supports or participates in other Commission functions as needed.
- Assists with day-to-day City functions as required.
- Manage and administer the cross-training requirements of the City Clerk-Treasurer, Deputy Clerk and Administrative Assistant.
- Cross train on the job duties and responsibilities of the City Administration staff.
- Oversees Union Labor Negotiations for IUOE Local 49 and AFSCME 65.

City Ordinances / Legal / Elections:

- Responsible for enforcement, review and maintenance of the City Code and preparation of new ordinances.
- Work with City Attorney on all legal matters.
- Oversees and manages all election activities.
- Serves as an Election Judge if needed.

Planning and Zoning Commission:

Exhibit A

- Attends required meetings.
- Oversees and ensures the preparation and maintenance of all documents related to the Planning and Zoning Commission, including notice publication, minutes, agendas, publishing, distribution, maintenance documents and other documents for Commission functions.
- Interprets the Zoning Ordinance with regard to development, residents and etcetera.
- Works with the City Planner to review and update the Zoning Ordinance and Comprehensive Plan.
- Works with key staff and consultants for project management, long range planning, development and execution of Capital Improvement Plan and Comprehensive Plan.
- Manages Alternative Urban Areawide Review (AUAR) Policy and oversight.

Economic Development Authority:

- Attends required meetings.
- Oversees and ensures the preparation and maintenance of all documents related to the Economic Development Authority (EDA), including notice publication, minutes, agendas, publishing, distribution, maintenance documents and other documents for committee functions.
- Oversees budget of the EDA.
- Lead contact for housing development projects.
- Works with the Economic Development Consultant on City activities.

Emergency Management:

- Member of the Emergency Management Team
- Public health and healthy community activities as required

Performs other job-related duties as directed by the City Council.

QUALIFICATIONS**Minimum Qualifications:**

- A Municipal Clerk's Certificate and three years' experience in a full time City government administration or operations position.
- Strong working knowledge of city management, municipal laws, regulations, ordinances and established procedures, financial and administrative services operations; including all phases of the budgeting process.
- Working knowledge of computers and electronic data processing, and office practices and procedures.
- Possess a valid Minnesota Driver's License.

Preferred Qualifications:

- Bachelor's Degree in Business Administration or related field and two years' experience in a full time City government administration or operations position.
- The ability to establish and maintain effective working relationships with employees and the general public.
- Ability to meet the bonding or notary commission requirements of the City, if any.

Knowledge, Skills and Abilities:

- Ability to communicate effectively, both in oral and written formats.
- Effective problem solving and analytical skills.
- Demonstrated ability to establish and maintain positive and effective relationships with other employees, the public and other governmental agencies.
- Available to work additional hours as needed to complete the required work.
- Knowledge of accounting, payroll and billing practices and procedures.
- Knowledge of City ordinances, resolutions, and policies.
- Knowledge of laws, rules, and regulations affecting City operations.
- Knowledge of Minnesota State and Wright County election procedures and operations.
- Considerable knowledge of modern office practices, procedures and equipment, including knowledge of computer operation and software packages.

Physical demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the duties and responsibilities of this position.

While performing the duties of this job, the employee is frequently required to sit or stand, talk or listen for extended periods of time. The employee is frequently required to use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to forty (40) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus and read fine print.

Work environment:

The majority of duties are expected to be performed at City Hall. Duties may occasionally require work in other city buildings and facilities or driving to perform duties at other locations or attend meetings with other organizations as required.

Hours of Work:

Permanent, Part-time. Hours of work will be up to 40 hours per week during the City Hall hours of operation, Monday through Thursday from 7:00 a.m. to 4:30 p.m., and Friday from 7:00 a.m. to 11:00 a.m. (additional hours on Friday may be worked for the purpose of code enforcement). Some work on nights and/or weekends is expected.

NON-DISCRIMINATION POLICY:

The City of Montrose is an equal employment opportunity employer and will not discriminate against any applicant or employee on the basis of any protected status under federal, state, or local law, including race, color, religion, creed, age, sex, national origin, ancestry, marital status, familial status, pregnancy, disability, sexual orientation, genetic information, complaining in good faith to the employer or to a public authority, status with regard to public assistance, membership or non-membership in a labor organization, military, National Guard or reserve service, or any other characteristic or activity protected under federal, state or local law.

Exhibit A

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the City and requirements of the position change. The City of Montrose reserves the right to change and/or eliminate any and all job duties as necessary.)

Approved by the Montrose City Council on February 8, 2021.

I accept the job duties and responsibilities of the City Administrator.

Employee Signature: _____ **Date:** _____

SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is entered into this ____ day of _____, 20__, between Jessica Bonniwell ("Employee") and the City of Montrose ("Employer").

RECITALS

- A. Employee's employment separated with Employer effective _____, 20__.
- B. Employee and Employer desire to resolve all of Employee's and Employer's potential claims against each other.
- C. Attached as **Exhibit "1"** is an accompanying Release of Claims ("Release") which is incorporated herein by reference and made part of this Agreement as if fully set forth herein.
- D. Employee acknowledges that the consideration the Employer is providing to her to execute this Agreement and the accompanying Release is consideration that she is otherwise not entitled to receive from the Employer.

AGREEMENT

For the consideration described below, the adequacy of which the parties acknowledge, the parties agree as follows:

1. **Release by Employee.** At the same time that Employee executes this Agreement, Employee shall execute the Release that is attached as **Exhibit 1** (the "Release"). Employee shall have until _____, 20__ in which to execute this Agreement and the Release which is a minimum of 21 days after Employee was first provided with a copy of this Agreement for Employee to consider whether or not she wishes to enter into this Agreement. Employee must execute this Agreement and the Release by the above date should she so choose to receive the benefits described in this Agreement.

Exhibit B

2. **Severance Benefits.** As consideration for Employee executing this Agreement, subject to the conditions set forth in this Agreement, Employer agrees to provide the following consideration to Employee after this Agreement becomes an effective agreement: 1) total payment of \$_____, minus normal and customary withholdings, to be paid to Employee as one lump sum within fifteen calendar (15) days of the effective date of this Agreement and a W-2 shall be issued reflecting such payment (said payment amount shall reflect one (1) year of Employee's wages at Employee's most current wage rate).

3. **Health Insurance Benefits Continuation.** Following Employee's separation date, to the extent permitted by law and Employer's health insurance policies, Employee may voluntarily elect to continue Employee's health insurance benefits (if any) under the federal COBRA law for a period not to exceed eighteen (18) months. Employee will be provided with a separate notice of Employee's COBRA rights. In further consideration for Employee's releases and covenants contained in this Agreement, if Employee timely so elects to continue Employee's health insurance benefits, Employer will pay the total cost of such coverage for up to the initial twelve (12) month period following the separation date. Employee will be personally responsible for the total cost of such coverage for the remainder of the eighteen (18) month period. Employee acknowledges that Employee is not otherwise entitled to Employer's payment of the total cost of up to the initial twelve (12) month period of the continuation of Employee's health insurance benefits, and that Employee has agreed to provide such payment solely as consideration for Employee signing this Agreement.

4. **Return of Employer Property.** Employee represents and warrants that she does not have any property belonging to Employer in her possession, custody, or control.

5. **Consideration and Rescission.** The periods described in the Release during

Exhibit B

which Employee may consider whether to sign or may rescind the Release, and the procedures stated in the Release for accepting or rescinding the Release, also apply to this Agreement. The Release and this Agreement must be accepted or rescinded together. Rescission of one of these documents will be deemed a rescission of both.

6. **Non-Admission.** Nothing in this Agreement or the Release (**Exhibit 1**) is intended to be, nor will it be deemed to be, an admission by Employer or Employee that either party has violated any law or that either party has engaged in any wrongdoing.

7. **Entire Agreement.** This Agreement and the Release (**Exhibit 1**) supersede all prior oral and written agreements, representations, and promises between the parties. This Agreement and the Release (**Exhibit 1**) constitute the entire agreement between the parties with respect to Employee's employment with Employer and the separation of that employment.

8. **Voluntary and Knowing Action.** The parties acknowledge that they understand the terms of this Agreement and that they are voluntarily entering into this Agreement. The parties intend to be legally bound. Employee represents that she is legally able and entitled to enter into this Agreement and to receive the payments described in paragraph 2 above. Employer represents that it is legally able to enter into this Agreement and able to make the payments described above in paragraph 2.

9. **Mutual Non-Disparagement.** Employee agrees not to make or communicate disparaging remarks of any sort, whether oral, written, or otherwise, about the Employer's employees or council members to any other individual, entity, or third party. The current city administrator and council members agree to not make or communicate disparaging remarks of any sort, whether oral, written, or otherwise about Employee to any third party, provided that

Exhibit B

this covenant does not prohibit Employer, including its city administrator and council members, from complying with the Employer's obligations under the Minnesota Government Data Practices Act. Employer's obligation to comply with the Minnesota Government Data Practices Act is exempt from the covenants contained in this provision. Both parties agree that if asked about this matter, they may indicate that the matter has been resolved.

10. **Minnesota Law Applies.** The terms of this Agreement and the Release (**Exhibit 1**) will be governed by the laws of the State of Minnesota and shall be construed and enforced thereunder.

11. **Binding Upon Heirs and Successors.** This Agreement and the Release (**Exhibit 1**) shall be binding upon and shall inure to the benefit of Employee and Employer and their respective heirs, administrators, representatives, executors, successors and assigns.

12. **Recitals.** The recitals and **Exhibit 1** referenced at the beginning of this Agreement are incorporated herein by reference as if fully set forth herein.

13. **Effective Date of this Agreement and Release.** This Agreement and the attached Release (**Exhibit 1**) shall not become effective and enforceable until all of the following conditions are met: 1) Employee signs the Agreement and the Release (**Exhibit 1**) within the time period described in this Agreement; and 2) the revocation periods of 7 days and 15 days have expired without any attempt by the Employee to rescind.

14. **Release of Claims by Employer.** Employer hereby releases and forever discharges Employee from any and all known past or present claims, demands, obligations, actions, damages and expenses of any nature based in tort, contract or other theory of recovery, and whether for compensatory, punitive or some other form of damages and/or attorneys' fees, including but not limited to, claims in connection with Employer's employment with and/or

Exhibit B

separation of employment from Employer.

15. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. **Right to Consult an Attorney.** By signing this Agreement, Employee acknowledges that she has been advised in writing to consult with an attorney of her choice prior to signing this Agreement and agrees that Employer has given her a reasonable and sufficient opportunity to do so. Employee acknowledges that she has had sufficient time to consider whether the terms of this Agreement are acceptable to her, whether or not she has chosen to consult with an attorney.

EMPLOYEE:

Dated: _____

Jessica Bonniwell

EMPLOYER:

CITY OF MONTROSE

Dated: _____

By: _____

Its: _____

EXHIBIT "1"
RELEASE BY JESSICA BONNIWELL

1. **Definitions.** I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

- A. I, me, and my include both me and anyone who has or obtains any legal rights or claims through me.
- B. City means the City of Montrose; the present and past administrators, clerks, council members, elected officials, attorneys, and employees of the City of Montrose; the present and past fiduciaries of any employee benefit plan sponsored or maintained by the City of Montrose (other than multiemployer plans); and anyone who acted on behalf of the City of Montrose or on instructions from the City of Montrose.
- C. Agreement means the Severance Agreement between the City and me that I am executing on the same date on which I execute this Release.
- D. My Claims mean all of my rights that I now have to any relief of any kind from the City, including without limitation:
 - i. all claims arising out of or relating to my employment with the City in any capacity including, but not limited to, my employment with the City as City Administrator;
 - ii. all claims arising out of or relating to the statements, actions, or omissions of the City;
 - iii. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or any alleged unlawful practices arising under any

Exhibit 1

federal, state, or local or municipal statute, ordinance, or regulation, including without limitation, claims under Title VII of the Civil Rights Act of 1964, MINN. STAT. § 13.01, et. seq. and 13D.01 et. seq., the Open Meeting Laws, the Federal Constitution of the United States, Minnesota's State Constitution, the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, 42 U.S.C. § 1981, the Government Data Practices Act, the Employee Retirement Income Security Act, the Equal Pay Act, the City's Personnel Policies and ordinances, the Worker Adjustment and Retraining Notification Act, the Minnesota Human Rights Act, the Fair Credit Reporting Act, the Fair Labor Standards Act, the Veterans' Preference Act, the Uniform Services Employment and Reemployment Rights Act, Minnesota State Wage and Hour Laws, the Family and Medical Leave Act, Loudermill hearing rights, any rights pursuant to Garrity v. State of New Jersey, 385 U.S. 493 (1967), Public Employee Labor Relations Act, Genetic Nondiscrimination Act, any rights under MINN. STAT. § 465.722, and workers' compensation non-interference or non-retaliation statutes (such as MINN. STAT. § 176.82);

- iv. all claims for alleged wrongful discharge; breach of contract, breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a "whistleblower"; defamation; negligent and intentional infliction of emotional distress; fraud; misrepresentation;

Exhibit 1

hostile work environment; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;

- v. all claims for compensation of any kind, including payout of accrued, but unused, vacation, sick time, paid-time off, and compensatory time off;
- vi. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
- vii. all claims for attorney's fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived or any claims that may arise after the date on which I sign this Release.

2. Agreement to Release My Claims. I will receive consideration from the City as set forth in the Severance Agreement if I sign and do not rescind this Release as provided below and provided that I meet the other conditions as specified in the Severance Agreement, including execution of the Severance Agreement. I understand and acknowledge that the consideration I am receiving to execute the Severance Agreement and Release is money in addition to anything of value that I would be entitled to receive from the City if I did not sign this Release or if I rescinded this Release. In exchange for that consideration, I give up all of My Claims. I will not bring any lawsuits against the City or make any demands against the

City for compensation or damages relating to My Claims. The consideration that I am receiving is a fair compromise for the release of My Claims.

3. **Additional Agreements and Understandings.** Even though the City will provide consideration for me to settle and release My Claims, the City does not admit that it is responsible or legally obligated to me. In fact, the City denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct towards me, and denies that it treated me unfairly.

4. **My Right to Rescind this Release.** I understand that I may rescind (that is, cancel) this Release and accompanying Severance Agreement with respect to claims arising under the Minnesota Human Rights Act within 15 calendar days of signing it and with respect to claims arising under the Age Discrimination in Employment Act within 7 calendar days of signing it. This Release and accompanying Severance Agreement will not become effective or enforceable unless and until the rescission periods have expired without my exercising my rights to rescind and all of the conditions have been met as set forth in provision 13 of the Severance Agreement.

5. **Procedure for Accepting or Rescinding the Release.** To accept this Release, I must deliver this signed Release and the attached Severance Agreement to the City at the address indicated below. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to the City by hand or by mail within the rescission periods set forth above. All deliveries or communications required to be made under this Release or accompanying Severance Agreement must be made to the City at the following address:

Attn: Robert W. Moynagh III, Mayor
City of Montrose
311 Buffalo Ave. South
Montrose, MN 55363

If I choose to deliver my acceptance or the rescission of my acceptance by mail, it must be:

- A. postmarked within the period stated above; and
- B. properly addressed to the City at the address stated above.

6. **Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the City. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims.

7. **My Representation.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with the City. No child support orders, garnishment orders, or other orders requiring that money owed to me by the City be paid to any other person are now in effect.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the City except as specifically set forth in the Severance Agreement. I am voluntarily releasing My Claims against the City. I intend this Release and the Severance Agreement to be legally binding.

Dated: _____, 20__

Jessica Bonniwell

Meeting Date: March 8, 2021

Submitted By: Wendy Manson
Deputy Clerk



Subject: *City Council Request*
City Clerk-Treasurer Salary Discussion

BACKGROUND:

At the January 25, 2021 Special City Council meeting the City Council approved the change from Deputy Clerk to City Clerk-Treasurer for Wendy Manson effective April 1, 2021. The Personnel Committee met on Friday, February 19, 2021 and discussion took place regarding the wage for the City Clerk-Treasurer position.

City staff provided the following information for consideration:

Year 2021 Job Classification and Wage Range

Job Title	Job Classification Points	STEP 1 - 4% Increase	STEP 2 - 4% Increase	STEP 3 - 4% Increase	STEP 4 - 4% Increase	STEP 5 - 4% Increase
City Clerk-Treasurer	332-353	37.72	39.23	40.80	42.43	44.13

Ms. Manson's current salary as the Deputy Clerk is the same as step 1 above so the recommendation is to begin at step 2 as City Clerk-Treasurer. Ms. Manson would be salaried rather than hourly which computes to \$81,598.40 per year. This is above the salary range maximum in the current AFSCME #65 contract, however, the minimum and maximum salary range was set with the 2016-2018 contract and was not updated/changed with the 2019-2021 contract so the salary range in the contract is outdated. The salary range will be updated for the upcoming contract.

CHANGE IN SCHEDULE:

Ms. Manson is requesting to change her schedule to 36 hours per week rather than 40 hours per week. Her salary would be based on the 36 hours or \$73,438.56 per year. Compensatory time would be based on hours worked over 36 hours per week and no change to the vacation benefit.

RECOMMENDATION:

The Personnel Committee is recommending that the council approve the changes to Ms. Manson's salary and schedule as stated above effective April 1, 2021.

COUNCIL ACTION:

Motion needed regarding the recommended changes.

Meeting Date: March 8, 2021

Submitted by:  Jessica Bonniwell
City Administrator



City Council Request

Subject: Approve Deputy Clerk Position Candidate

ACTION REQUESTED:

Motion to approve staff recommendation for new Deputy Clerk position.

BACKGROUND:

Ms. Bonniwell was promoted to City Administrator on January 25, 2021. As a result of this, we need to hire a replacement Deputy Clerk position.

The Deputy Clerk position was posted to the public on February 9, 2021 with a deadline for application submissions of Friday, February 19, 2021. All 25 applications received through February 19, 2021 were reviewed and scored by February 23, 2021. Ms. Bonniwell and Ms. Boelter then compiled all scores into a spreadsheet and the cut-off for interviews was at an average of 50 points per applicant. As a result, eight (8) people were offered interview opportunities, and interviews were scheduled for March 3, 2021. The application review board and interview board consisted of Ms. Bonniwell, Ms. Boelter, Ms. Manson, and Mr. McCormick from staff and Mr. Marszalek and Mr. Solarz from the City Council.

FINANCIAL/BUDGET:

The starting wage for the Deputy Clerk is \$25.00 per hour with increases of up to 4% annually per Local 49 Union contract.

ATTACHMENTS:

City Name: City of Montrose

Job Title of listing: Seasonal – City of Montrose

Salary: \$13.00 per hour

General Duties:

The City of Montrose, Minnesota Public Works Department is accepting applications for two positions for Seasonal Maintenance Workers. Work for these positions will include mowing and trimming around City parks and buildings, some painting, and weeding of City properties. Work for these positions will last for approximately 3 months. The starting date for these positions will begin in mid-May 2021.

Minimum Qualifications:

Applicants must be at least 18 years of age, have a valid Minnesota Driver's License, and have the ability to lift 75lbs.

Apply:

Applications are available on the City of Montrose Website www.montrose-mn.com.

Applications will be accepted at Montrose City Hall until the positions are filled. The City of Montrose is an Equal Opportunity Provider and Employer



**BOLTON
& MENK**

Real People. Real Solutions.

 2040 Highway 12 East
 Willmar, MN 56201-5818

 Ph: (320) 231-3956
 Fax: (320) 231-9710
 Bolton-Menk.com

MEMORANDUM

Date: February 25, 2021
To: Honorable Mayor Moynagh
 City Council Members
 City of Montrose, Minnesota
From:  Jared Voge, P.E. Justin Kannas, P.E.
 City Engineer Assistant City Engineer
Subject: 2021 Downtown Improvement Project
 Montrose, Minnesota
 Project No.: W13.120514

A requirement of the loan application for the 2021 Downtown Improvements project to the Public Facilities Authority (PFA) from the Drinking Water Revolving Loan Fund is that the City Council pass the attached resolution. The resolution is the formal request to the PFA for a low interest loan. However, the resolution does not commit the City to the loan. Once the Department of Health has approved the plans and construction bids have been received, the loan documents will then be finalized. At that time, the City can make the final decision to proceed with the PFA loan.

If the City Council wishes to proceed with a loan application, I recommend that you authorize us to proceed with preparing the required submittals and adopt the attached City Council Resolution.

Please feel free to contact me if you have any questions.

JAV/jk

CITY OF MONTROSE
RESOLUTION 2021-13
RESOLUTION OF APPLICATION

BE IT RESOLVED that the City of Montrose is hereby applying to the Minnesota Public Facilities Authority for a loan from the Drinking Revolving Fund for improvements to its drinking water system as described in the loan application.

BE IT FURTHER RESOLVED that the City of Montrose estimates the loan amount to be \$2,900,000 or the as-bid cost of the project.

BE IT FURTHER RESOLVED that the City of Montrose has the legal authority to apply for the loan, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

BE IT FURTHER RESOLVED that the City Montrose hereby expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its general obligation bond to the Public Facilities Authority.

I CERTIFY THAT the above resolution was adopted by the Montrose City Council on _____, 2021.

SIGNED: _____

Robert W. Moynagh III, Mayor

WITNESSED: _____

Jessica Bonniwell, City Administrator



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& MENK**

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 2040 Highway 12 East
 Willmar, MN 56201-5818

 Ph: (320) 231-3956
 Fax: (320) 231-9710
 Bolton-Menk.com

MEMORANDUM

Date: February 26, 2021
To: Honorable Mayor Moynagh
 City Council Members
 City of Montrose, Minnesota
From:  Jared Voge, P.E. Justin Kannas, P.E.
 City Engineer Assistant City Engineer
Subject: Regional Park – Retaining Wall Quotes
 City of Montrose, Minnesota
 Project No.: W13.120546

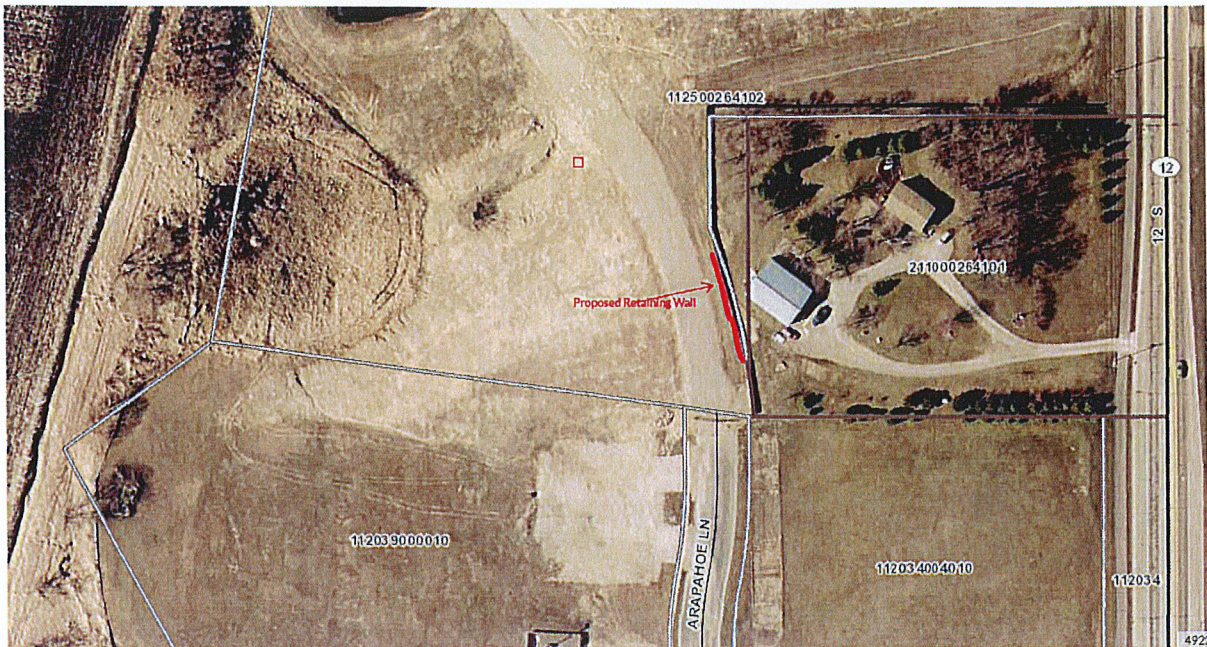
We have obtained two quotes from local landscaping contractors to install a small retaining wall within the Rolling Meadows Regional Park. The wall would be located near the east side of the park on the east side of the existing gravel entrance road. The wall would be approximately 90' long and 4' high located about 2' west of the existing fence line in the area of the steepest slope. Below is a figure showing the approximate location of the proposed wall.

Construction of the retaining wall would lessen the steepness of the grass slope between the existing fence and the gravel road making this area easier to mow and maintain. Currently, this area is fairly steep. The wall could remain in place after the entrance road is fully constructed with curb and gutter and pavement in the future. Therefore, the construction of this wall would be consistent with the long-term plan and vision that the City has towards full development of the park. The quote includes placement of 1.5" river rock and poly underlayment between the wall and fence.

The quotes ranged from \$13,970 to \$14,500. The low quote was submitted by Stones Edge Landscaping of Montrose, Minnesota. If the City Council would like to proceed with the project, I would recommend approving the low quote from Stones Edge Landscaping.

If you have any questions, please feel free to contact me.

Honorable Mayor Moynagh and Members of the City Council
February 26, 2021
Page 2



JLK/jk

STONES EDGE
LANDSCAPING INC.
MONTROSE, MN
612-685-2338

PROPOSAL
Tom Helmbrecht
1935 55th ST. SW
Montrose, MN 55363

CUSTOMER:	BOLTON AND MENK		
ADDRESS:	3050 Highway 12 East Willmar, MN 56201		
PHONE:	Justin Cell 320-231-9710		
EMAIL:	justinka@bolton-menk.com	DATE:	10/26/2020

[illegible]

Leuer Landscapes

44 Elder Ave SW

Buffalo, MN 55313 612-384-8447

City of Montrose**Montrose, MN 55363****Specifications**

- Remove and haul away dirt in order to install retaining wall 3ft back from property fence
- Drain tile installed behind wall
- Install Versa Lok Standard Tan Retaining wall block 3ft back from current property fence approximately 90ft long by 4ft high with the wall curving into the hill on both ends
- Wall to be backfilled with river rock
- Cap block installed and adhered to top of retaining wall
- Re-grade area on each end of wall as well of any grading needed in front if wall and install grass seed where needed
- Install plastic and 1 ½" river rock along entire top of wall

Total for job @ approximately 90ft x 4ft high = \$ 14,500**Total for job @ approximately 90ft x 3ft high = \$ 12,500**

* Job will be completed by friday June 18th (weather permitting and/or any unforeseen changes to project)*

Any additional unforeseen work beyond bid will be subject to additional costs not included on this bid

MARY D. TIETJEN
Attorney at Law
Direct Dial (612) 337-9277
Email: mtietjen@kennedy-graven.com

February 26, 2021

Jessica Bonniwell
City Administrator
City of Montrose
P.O. Box 25
311 Buffalo Avenue South
Montrose, MN 55363-9415

DRAFT

Re: Municipal Legal Services

Dear Ms. Bonniwell:

This letter is intended to serve as a memorandum of understanding concerning the scope of legal services to be provided by Kennedy & Graven, Chtd. (the "Firm") to the City of Montrose (the "City") and the fees which will be charged for such services.

1. The City appoints the Firm as its city attorney, with Mary Tietjen acting as city attorney and Joe Sathe and Sam Ketchum acting as assistant city attorneys with respect to the services described in this letter.
2. The city attorney agrees to perform all usual and customary civil legal services for the City as follows:
 - a) Routine legal services will be provided under a retainer. These services will include: (1) attendance at regular council, commission, and EDA meetings, on an as-needed basis and upon request; (2) routine drafting and review of ordinances, resolutions, and correspondence; (3) advising the city council, city administrator, and staff on routine legal matters; (4) review of routine municipal contracts, including contracts for public improvements, joint powers agreements, construction, and purchase of equipment; (5) routine advice on matters related to enforcement of the building, housing, and zoning codes; (6) legal briefings regarding new or proposed legislation affecting municipal operations and activities; (7) routine advice on open meeting, data practices, and privacy matters; (8) routine advice on municipal employment matters; and (9) other matters mutually determined to be routine legal services. Compensation for the retainer in 2021 is \$33,000.00 (annualized), payable in equal monthly installments of \$2,750.00.
 - b) Legal work of a non-routine nature not covered by the retainer will be compensated at an hourly rate of \$170.00. Work outside of the retainer includes, for example: (1) attending special meetings as requested and reviewing agendas, etc. for special meetings; (2) litigation matters, including actions, suits, or proceedings in all courts and before any administrative boards, tribunals, arbitrators, or hearing officers; (2) real estate matters, including land acquisition by negotiated purchase or eminent

domain and advice concerning environmental law issues; (4) matters that involve particularized knowledge or experience, such as public utilities and telecommunications regulation and cable franchises; (5) protracted employment disputes with employees, employment litigation, grievance disputes, and labor negotiations; (6) other matters mutually determined to be non-routine legal services.

- c) The hourly rate is billed for all services provided to the City, including phone calls, intra-office conferences, client conferences, legal research, etc. Travel time and mileage are charged based on travel time and mileage from the Minneapolis office.
3. Fees for some special counsel services rendered by the Firm that will not be routine or non-routine services and will be per the Firm's specified rate schedule include: (a) work for which the Firm is authorized to act as approving bond counsel, (b) economic development or redevelopment work, such as negotiation and preparation of development agreements, subdivision agreements (or similar agreements), and tax increment financing work, (c) recodification services, (5) work, the cost of which is passed through to a third-party or developer; or, (6) other services mutually determined to be special counsel services.
4. The Firm and the City will annually review (on or about January 1 of each year) the retainer amount and hourly rates to discuss any adjustments. The Firm and the City may also mutually agree to review the retainer amount at any time prior to the annual review.
5. The City will also reimburse the Firm for any costs and disbursements which it incurs in connection with providing any of the services described in paragraph 2 of this letter. Reimbursable costs and disbursements will be actual costs without a mark-up and will not include charges for secretarial or word processing services. Paralegal services will be billed at \$110.00 per hour. Law clerk services will be billed at \$95.00 per hour. Costs and expenses advanced by the firm for the benefit of the City, including filing fees, process service fees, court reporter fees, courier fees, facsimile, photocopying, postage and computer research charges shall be billed. Billings by the Firm to the City for services, costs and disbursements will be made monthly. The billing statement will be of sufficient detail to adequately inform the City concerning the tasks performed, the attorney performing them, the time spent on each such task and the nature and the extent of costs and disbursements. The statement will also show the total time spent and the fees.
6. It is the intention of the parties that Mary Tietjen will perform, supervise and be responsible to the City for the legal services herein agreed upon, except in the case of extraordinary circumstances involving disability or illness, unavoidable conflict, or other good and substantial reasons. Other Firm attorneys may from time-to-time be directed to perform services described in this letter under the supervision of Mary Tietjen, including the assistant city attorneys identified above. The Firm will not assign any attorney not satisfactory to the City to perform services for the City.

7. The Firm agrees that it will not undertake the representation of any person or other entity during its appointment as city attorney in instances where such representation may create a potential conflict of interest, unless:
 - a) the Firm reasonably believes the representation will not adversely affect its relationship with the City; and
 - b) the City and such other person or entity have consented after consultation.
8. The Firm agrees that it will not, during its appointment as city attorney, undertake the representation of any elected official of the City in connection with any personal legal matter of such person, and will not during such appointment, absent the consent of the city council, undertake the representation of any other employee of the City.
9. The provisions of this letter shall be deemed to be automatically extended from year-to-year or extended with such modifications or adjustments as the City and the Firm may agree to from time to time.

KENNEDY & GRAVEN, CHARTERED

By: _____
Mary D. Tietjen

The provisions of this letter are understood and accepted.

Dated: March 8, 2021

CITY OF MONTROSE

By: _____
Robert W. Moynagh III
Mayor

By: _____
Jessica Bonniwell
City Administrator