



CITY COUNCIL AGENDA REGULAR MEETING

**Monday, October 11, 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. September 13, 2021 Regular City Council Meeting – prepared by J. Bonniwell
2. September 27, 2021 City Council Workshop – prepared by J. Bonniwell

B. Accounts Payable

1. City, October 11, 2021 – prepared by M. Sommerfeld
2. Fire Department, October 11, 2021 – prepared by M. Sommerfeld

C. Monthly Utility Adjustments, September, 2021 – prepared by C. Gerard

D. Resolution 2021-29 – Assessment of Unpaid Utilities – Year 2022 Property Taxes

1. Resolution 2021-29 – *A Resolution Allowing the Assessment of Unpaid Utilities to the 2022 Taxes.*

7. WRIGHT COUNTY SHERIFF'S OFFICE

- A. September, 2021 Monthly Report and Hours Report

8. REPORTS AND RECOMMENDATIONS OF THE CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS, AND COMMITTEES

A. City Council

1. Monthly Activity Report

B. Montrose Fire Department

1. September, 2021 Activity Report
2. Resolution 2021-30 – A Resolution Opting to Increase the Benefit Level for Firefighters who are Vested in the Statewide Volunteer Firefighter Plan

C. Planning and Zoning Commission

1. September 8, 2021 Planning and Zoning Commission Meeting Minutes
2. Approval of Vice Chair Recommendation – Ms. Sylvia Henry

D. Park and Recreation Commission

1. Ordinance 2021-05 – An Ordinance Rescinding Montrose Ordinance 2016-02 and Repealing and Replacing Section 23.02(E) of the Montrose City Code Relating to the Parks and Recreation Commission
2. Resolution 2021-31 – A Resolution Authorizing Summary Publication of Ordinance 2021-05 – An Ordinance Rescinding Montrose Ordinance 2016-02 and Repealing and Replacing Section 23.02(E) of the Montrose City Code Relating to the Parks and Recreation Commission
3. Approval of Park and Recreation Bylaws
4. Declare Vacancies and Announce Accepting of Applications for Commission Members
5. Fish Sunflowers
6. Halloween Decorating Contest – Date and Possible Quorum Announcement

E. City Engineer

1. Regional Park – Retaining Wall Seeding/Landscaping Quote
2. Resolution 2021-32 – A Resolution Approving the Purchase Agreement and Acquisition of Certain Property Located at 101 Center Avenue North, Montrose, MN 55363
3. Biosolids Removal and Disposal at Waste Water Treatment Plant
4. Residential Subdivision Escrow Agreement with Developer for Autumn Winds
5. Updates from City Engineer

F. Public Works Department

1. General Updates

9. OLD BUSINESS

10. NEW BUSINESS

11. OPEN FORUM

12. UPCOMING MEETINGS

- A. Park and Recreation Meeting – CANCELLED
- B. Planning and Zoning Commission Meeting – CANCELLED
- C. Economic Development Authority Meeting – CANCELLED
- D. Regular City Council Meeting – Monday, November 8, 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, September 13, 2021
 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, September 13, 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 Tom Marszalek
 Council Member Sam Solarz
 Council Member Nicole Andreoff
 Council Member David Paradeise

Staff Present: Ms. Jessica Bonniwell, City Administrator
 Mr. Jared Voge, City Engineer
 Mr. Wayne McCormick, Public Works Director
 Ms. Wendy Manson, City Clerk/Treasurer

3. INVOCATION

A. Mr. Greg Youmans gave the Invocation and a reading of the names of the Thirteen Fallen Soldiers from the August 26, 2021 Terrorist Attack at the Kabul Airport.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was taken.

5. APPROVAL OF THE AGENDA

A. Approval of the Agenda

Council Member Andreoff motioned to approve the September 13, 2021 Regular City Council Meeting Agenda. Council Member Solarz seconded the motion. Motion carried 5-0.

6. APPROVAL OF THE CONSENT AGENDA

A. Minutes

1. Accepted the minutes of the August 9, 2021 Regular City Council Meeting
2. Accepted the minutes of the August 24, 2021 City Council Training Workshop

3. Accepted the minutes of the August 30, 2021 Special City Council Meeting and Budget Workshop

B. Accounts Payable

1. Approved the September 13, 2021 Accounts Payable for the City of Montrose
2. Approved the September 13, 2021 Accounts Payable for the Montrose Fire Department

C. Approved the Monthly Utility Adjustments, August, 2021

- D. Approved the Truth in Taxation Public Meeting Date for December 13, 2021 at 7:00 p.m. at the Montrose Community Center

7. WRIGHT COUNTY SHERIFF'S OFFICE

- A. August, 2021 Monthly Report and Hours Report presented in packet – no update from Wright County given.

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

A. City Council

1. Monthly Activity Report

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

B. Montrose Fire Department

1. August, 2021 Activity Report

Fire Chief Triplett gave an overview of the August, 2021 Monthly Activity Report. Mr. Triplett stated that Fire Prevention week is October 3rd – October 9th this year with a focus being on the sounds of Fire Prevention and Detection focusing on smoke alarms and CO detectors.

2. Fire Department Chief Appointment

Ms. Bonniwell stated that the city received one application for Fire Chief from Mr. Kevin Triplett and that staff recommends re-appointment of Mr. Triplett.

Mayor Moynagh motioned to appoint Mr. Kevin Triplett as Fire Chief for 2022-2023. Council Member Solarz seconded the motion. Motion carried 5-0.

C. Planning and Zoning Commission

1. August 11, 2021 Planning and Zoning Commission Meeting Minutes

Mr. Charles Smallwood gave an overview of the meeting minutes from the August 11, 2021 Planning and Zoning Commission Meeting.

2. Application for Planning and Zoning Commission – Ms. Catherine Neiberger

Ms. Neiberger was asked to take the podium to answer some questions City Council had for her regarding her motivations for wanting to be part of the Planning and Zoning Commission. Ms. Neiberger stated that she has a lot of knowledge and experience with Planning and Zoning and thinks land use, code enforcement and adherence to the Comprehensive Plan for the City of Montrose are important and would bring her knowledge and experience to the Commission regarding these items.

Council Member Andreoff motioned to approve Ms. Catherine Neiberger's application for Planning and Zoning. Council Member Paradeise seconded the motion. Motion carried 3-1-1 with Council Member Marszalek voting against the motion and Mayor Moynagh abstaining from vote stating personal conflict.

3. Resignation of Planning and Zoning Commissioner – Mr. Justin Emery

Council Member Paradeise motioned to approve the resignation of Mr. Justin Emery. Council Member Marszalek seconded the motion. Motion carried 5-0.

D. City Engineer

1. Updates from City Engineer

Mr. Jared Voge stated they have been receiving several calls from concerned residents in the Downtown Improvement Project area about tree removal on their property. Mr. Voge stated that the engineers and contractors will review properties where residents are concerned and would like to keep their trees on a case-by-case basis to see if the trees can indeed be saved. Mr. Voge stated that residents in the project area should sign up for updates on the project website: www.MontroseDT2021.com. The website has all the latest project updates and contact information for the engineers in charge of the project.

E. Public Works Department

1. Wellhead Protection Plan Presentation by Ms. Robyn Hoerr, Source Water Protection Specialist for Minnesota Rural Water Association

Ms. Robyn Hoerr stated that the city is continuing to work on the wellhead protection plan for the City of Montrose, and the public meeting was a requirement of the Plan. The City of Montrose is behind most cities in producing a Wellhead Protection Plan because the city has natural aquifer protection from a geological standpoint so it was not required as soon as other cities. Ms. Hoerr explained a map that was presented as the drinking water supply management area, which is the area that will be focused on to develop the remaining portions of the Wellhead Protection Plan. Since the city has a lot of protection geologically, the only things the city needs to worry about is other wells that may be pulling from the same aquifer, water security systems, and the conditions of the wells both in the city and private wells in the surrounding area.

2. Watering Ban Update

Mr. McCormick stated that a full watering ban is still in effect and will be until the DNR notifies the city that the drought conditions have lifted. The city has made great efforts in reducing overall water use and still need to reduce water pumping by 17,228 gallons per day to meet the goals put in place by the DNR. The city is currently required to stay at or under 261,000 gallons per day.

3. Quote for New Locator

Mr. McCormick stated that he received a quote for \$4,849.00 for a new locator. This was in the

Capital Improvement Plan to be replaced back in 2017 and that was never ordered. The locator the city currently has is very old and not working well and with the road project and potential developments coming up, the city needs to upgrade the locator.

Mayor Moynagh motioned to approve the purchase of a new locator in an amount not to exceed \$5,500.00. Council Member Andreoff seconded the motion. Motion carried 5-0.

4. General Updates

The emergency siren at Rolling Meadows lift station went out and Mr. McCormick had Ready Watt Electric out to fix it and it is hopefully going to work during the next test or use of the siren.

9. OLD BUSINESS

No Old Business.

10. NEW BUSINESS

A. Year 2022 Preliminary Budget and Levy

Ms. Manson presented the proposed Year 2022 Budget and Levy. Ms. Manson stated that the proposed preliminary levy for the City of Montrose for the year 2022 is \$1,491,245.00; an increase of seven-point-one-eight percent (7.18%) or \$100,000 over the year 2021 levy. Ms. Manson reminded the City Council that this was the preliminary budget and the city can still *reduce* the amount of the levy, but cannot increase it once it is submitted to Wright County, so approving the \$100,000 increase is the staff recommendation because it can be lowered by not raised by December when the final levy is submitted.

Council Member Marszalek motioned to approve the preliminary budget and levy of \$1,491,245.00 for 2022. Council Member Paradeise seconded the motion. Motion carried 5-0.

B. Resolution 2021-25 – A Resolution Authorizing an Increase to Levy for Crossover Bond 2010A

Council member Marszalek motioned to approve Resolution 2021-25 – A Resolution Authorizing an Increase to Levy for Crossover Bond 2010A. Mayor Moynagh seconded the motion. Motion carried 5-0.

C. Resolution 2021-26 – A Resolution Authorizing a Decrease to Levy for G.O. Street Reconstruction Bond 2017A

Council Member Marszalek motioned to approve Resolution 2021-26 – A Resolution Authorizing a Decrease to Levy for G.O. Street Reconstruction Bond 2017A. Mayor Moynagh seconded the motion. Motion carried 5-0.

D. Resolution 2021-27 – A Resolution Authorizing a Decrease to Levy for G.O. Street Reconstruction Bond 2021A

Council Member Marszalek motioned to approve Resolution 2021-27 – A Resolution Authorizing a Decrease to Levy for G.O. Street Reconstruction Bond 2021A. Mayor Moynagh seconded the motion. Motion carried 5-0.

E. Resolution 2021-28 – A Resolution Approving the Transfer of Funds from the Landscape Escrow

Council Member Marszalek motioned to approve Resolution 2021-28 – A resolution Approving the Transfer of Funds from the Landscape Escrow. Mayor Moynagh seconded the motion. Motion

carried 5-0.

11. OPEN FORUM

A. Joseph Von Thoma – 1003 Loveland Circle

Mr. Von Thoma stated that the sidewalk coming off of Aspen Lane towards County Road 12 abruptly ends and would like to see the sidewalk extended to the existing walking trail. Mr. Von Thoma stated that the area in need of new sidewalk is around sixteen to twenty feet in length (16-20'). Mr. McCormick stated that the city will fill the space in for now and look into paving that section to connect the sidewalk to the walking path.

B. Julie Roberts – 201 Center Avenue South

Ms. Roberts stated she and the owner of the home she lives in would like to speak with the engineer to discuss the removal of trees on the property for the improvement project. Ms. Roberts stated that she was upset that all of the trees on the front and side of the property are marked to be cut down and that will impact her cooling bill in the summer with no shade from the trees and that they are beautiful mature trees that they do not want to see come down. Mr. Voge stated that the engineers would get in touch and look at the trees for this particular property to see if any can be saved.

C. Jessica Tousignant – 310 1st Street South

Ms. Tousignant stated that she is distraught by the tree removal on her property and would like to save the trees if possible. She asked that the engineers come out to the property to discuss the tree removal with her to see if the trees could be saved.

D. Tina Hanson – 609 Fairmont Avenue North

Ms. Hanson requested information regarding the ice rink at Northridge Park because it is an eyesore from her house at the moment. Mr. McCormick stated they just finished installing the panels and will be working on painting them so they are not all different colors.

12. UPCOMING MEETINGS

A. Park and Recreation Meeting – CANCELLED

B. Planning and Zoning Commission Meeting – Wednesday, October 13, 2021 at 7:00 p.m. in the Montrose Community Center

C. Economic Development Authority Meeting – CANCELLED

D. City Council Workshop – Monday, September 27, 2021 at 4:00 p.m. in the Montrose City Hall Conference Room

E. Regular City Council Meeting – Monday, October 11, 2021 at 7:00 p.m. in the Montrose Community Center

13. ACKNOWLEDGEMENTS

- A. Mayor Moynagh acknowledged Mr. Kevin Triplett for his continued service and dedication to the City of Montrose. Mayor Moynagh also acknowledged the thirteen soldiers and all active duty and retired military members.

- B. Council Member Paradeise acknowledged the 20th anniversary of 9/11 wherein 2,977 people died in an act of terrorism.

14. CLOSED SESSION

- A. Purchase of Property within the City pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c)(3).

Mayor Moynagh motioned to close the meeting pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c)(3) to discuss an offer for the purchase of property located at Parcel Identification Numbers 112-010-002020 and 112-010-002011 within the City. Council Member Andreoff seconded the motion. Motion carried 5-0.

Council Members Present:

Mayor Moynagh
Council Member Marszalek
Council Member Solarz
Council Member Andreoff
Council Member Paradeise

City Staff Present:

Jessica Bonniwell, City Administrator
Jared Voge, City Engineer
Wayne McCormick, Public Works Director
Wendy Manson, City Clerk/Treasurer

Mayor Moynagh motioned to close the closed session and re-open the meeting. Council Member Solarz seconded the motion. Motion carried 5-0.

Mayor Moynagh motioned to approve the purchase of the property located at Parcel Identification Numbers 112-010-002020 and 112-010-002011, 101 Center Avenue North in an amount not to exceed \$215,000.00. Council Member Paradeise seconded the motion. Motion carried 5-0.

15. ADJOURNMENT

Mayor Moynagh motioned to adjourn the Regular City Council Meeting at 8:12 p.m. Council Member Solarz seconded the motion. Motion carried 5-0.

ATTEST:

Robert W. Moynagh, III
Mayor
City of Montrose

Jessica Bonniwell
City Administrator
City of Montrose

City of Montrose
 City Council Workshop
 Montrose City Hall
 311 Buffalo Avenue South
 Monday, September 27, 2021
 4:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met for a City Council Workshop on Monday, September 27, 2021 at 4:00 p.m.

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

2. PRESENT AT THE MEETING

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

Staff Present: City Administrator Jessica Bonniwell

3. PARK AND RECREATION COMMISSION CHANGES DISCUSSION

The City Council Discussed their ideas for changes to the Park and Recreation Bylaws and City Ordinance 23.02. For Ordinance 23.02 and Ordinance 2016-02, the Council would like to remove the stipulation that Park and Recreation Members can be non-residents. The City Council agrees that only people paying taxes to the City of Montrose should have a voting role on the Commission. Within the bylaws, the City Council would like to see a requirement to have a minimum of five (5) members in order to increase the chance that a quorum would be present at each meeting. The City Council would also like to see attendance required for four (4) events each year, those events are as follows: Halloween Decorating Contest, Winter Decorating Contest, Easter Egg Hunt, and Summer Splash. By limiting events and requiring participation from commission members, it will help with overall success of the events and hopefully decrease chances of burnout from the same people/person doing all events that Park and Recreation hosts. The City Council would also like to alter the application for the Park and Recreation Commission by having a question of which day(s) potential commission members would be available for meetings after 5:00 p.m. in order to best accommodate applicants. The City Council also decided that the Park and Recreation Commission will also welcome student liaisons to participate in a non-voting role.

4. PUBLIC COMMENT POLICY DURING MEETINGS DISCUSSION

The City Council had a brief discussion on whether or not to change current public comment policies for the City Council Meetings. They were provided the current policies, which are comprehensive and appropriate, but need to be enforced by the City Council. The City Council decided not to make any changes to the current policies and will work on enforcing the policies that are already in place for meetings.

5. STREET SIGN REPLACEMENT DISCUSSION

Ms. Bonniwell informed the City Council that the Public Works Director and his staff were currently working on a plan to determine which street signs in town need to be replaced and coming up with a replacement schedule. Many of the street signs in certain developments/areas of town are quite faded from the sun exposure and need replacement for navigation and emergency management purposes. Sign replacement can be very expensive, and the City Council asked if there were other vendors, or if we have to buy from a specific vendor. Ms. Bonniwell stated that she would check with the Public Works Director to see if there are more affordable options. The City Council also asked what the time frame is for replacement of the street signs. Ms. Bonniwell stated that this would be a phased plan, but not sure on the exact timeline and would check with the Public Works Director.

6. **ADJOURNMENT**

Mayor Moynagh adjourned the City Council Workshop at 4:40 p.m.

Robert Moynagh III
Mayor
City of Montrose

ATTEST:

Jessica Bonniwell
City Administrator
City of Montrose

ACCOUNTS PAYABLE LIST

October 11, 2021

Payroll	9/21/21 Payroll	15322.50
Payroll	10/4/21 Payroll	15223.63
Council Payroll	3rd Qtr. Payroll	2909.02
IRS-Federal Tax Payment	9/21/21 FED/FICA Tax	5261.44
IRS-Federal Tax Payment	10/4/21 FED/FICA Tax	5706.03
MN Dept. of Revenue	9/21/21 State Withholding	983.06
MN Dept. of Revenue	10/4/21 State Withholding	978.45
PERA	9/21/21 Payroll	3076.58
PERA	10/4/21 Payroll	3076.60
*Ameritas Life Ins.	Employee Optical Ins.	58.20
MN Dept. of Revenue	August Sales Tax	75.00
Payment Service Network	September PSN/ACH Fees	1466.69
Adam's Pest Control	City Hall Pest Control	85.90
*AFSCME #65	September Union Dues	115.40
Aramark	Uniforms/Floor Mats	104.49
Blue Rose Capital Advisors	Bond Pricing Opinion	1950.00
Cardmember Services	Pub. Wrk. Tools and Lights	227.86
Cardmember Services	Pet Contest	50.00
*Citizens State Bank	September H.S.A. Deposit	2500.00
*Delta Dental	October Dental Ins.	945.50
Duane W. Nielsen Co.	WWTP Equip. Maint.	514.15
Health Partners	September Health Ins.	15983.35
Hillyard	Floor Scrubber	4603.11
*Kennedy & Graven	Legal Fees	4207.50
LGI Homes	Escrow Ret. - Whitetail Rdg.	45000.00
Lincoln Nat'l Life Ins.	September Life Ins.	166.82
*Madison Nat'l Life	September Disability Ins.	365.82
Marco Tech.	Printer Maint. Agreement	69.95
Mini Biff	Park Biffs	541.62
Mini Biff	WWTP Biffs	132.60
MN Dept. of Health	WWTP Licensure	23.00
MVTL Laboratories	Water Testing	64.80
MVTL Laboratories	WWTP Testing	363.98
*NW Assoc. Consultants	Planners Services	2301.80
NEC Cloud Comm.	Telephone Service	189.23
Nystrom Publishing	Fall Newsletter & Postage	1203.18
Paumen Computer Services	Monthly IT/Backup	370.00
Paumen Computer Services	WWTP Net. Sec. Equip.	1129.99
Pitney Bowes Inc.	Machine Rental	180.00
Rolfzen, Carroll & Dianne	Earnest Payment	5000.00

October 11, 2021

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WakeSun, LLC	Solar Energy	11687.68
Windstream	Telephone Service	117.12
Wright Co. Finance Dept.	AutoMARK Maint.	377.50
Wright-Hennepin Co-op	Electrical Services	252.66
Xcel Energy	Electric/Gas Charges	2012.09

ACCOUNTS PAYABLE SUBTOTAL	156974.30
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Adam's Pest Control	City Hall Pest Control	80.53
Aramark	Uniforms/Floor Mats	104.49
Badger Meter	September Hosting Fee	118.42
Banyon Data Systems	Annual Support Svcs.	3260.00
*Bolton & Menk	Engineering Services	42241.50
*Colonial Life Ins.	September Employee Ins.	74.52
Comcast	Internet Service	531.09
Core & Main	Street Repair Materials	965.00
Delano Auto Parts	Generator Parts	161.32
Gehrling, Mark & Carrie	Utility Overpayment	48.53
Gopher State One Call	Water/Sewer Locates	135.00
Haggerty, Amanda	Utility Overpayment	67.55
Hayenga, Vernon	Utility Overpayment	56.50
*IUOE Local #49	September Union Dues	210.00
Marie Jenson	September CH/CC Cleaning	470.00
Kellen, Colton	Utility Overpayment	81.31
Klein Heating & Cooling	Comm. Ctr/FD A/C Repair	270.00
Marco Tech.	Printer Maint. Contract Ann.	1313.08
Menards	Parks Maint.	468.37
Menards	CH Maint.	46.99
MN Dept. of Labor & Indust.	3rd Qtr. Build. Perm. Schg.	1616.13
MN Rural Water Assoc.	Annual Membership	1134.90
MN Computer Systems	Copier Maint. Agreement	234.00
MVTL Labs	WWTP Testing	413.48
*NW Assoc. Consultants	Planners Services	1183.05
North Star Awards & Troph.	Name Placards	27.00
Pankratz, Rebecca	Utility Overpayment	155.67
Ready Watt	Tornado Siren Repair	664.00
Schlafke, Adam & Melissa	Utility Overpayment	11.02
Team Lab Chemical	WWTP Chemicals	2063.29
Thomas Marszalek	Travel Expense	50.40
Thomas, Matthew	Utility Overpayment	32.26
U.C. Laboratory	WWTP Testing	86.00
U.S. Bank	Dwtm. Imp. Bond Admin. Fee	500.00

October 11, 2021

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Verizon	Cellphones	427.42
Wright Co. Finance Dept.	October Patrol Services	24865.63
Wright County Recorder	Recorded Documents	36.00
TOTAL ACCOUNTS PAYABLE		241178.75

MOYNAGH

BONNIWELL

MARSZALEK

ANDREOFF

SOLARZ

PARADEISE

*** Appendix**

Payments received to offset checks written

Payroll Deduction	September H.S.A. Deposit	1350.00
Payroll Deduction	October Disability Ins.	365.82
Payroll Deduction	AFSCME #65 Sept. Union Dues	115.40
Payroll Deduction	IUOE #49 Sept. Union Dues	210.00
Payroll Deduction	September Optical Ins.	58.20
Payroll Deduction	September EE Ins.	74.52
Developer Expense	Bolton & Menk	592.50
Developer Escrow	LGI Homes	45000.00
Developer Expense	Kennedy & Graven	312.50
Developer Expense	NW Assoc. Consultants	1710.80

FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

October 11, 2021

Alert-All Corp.	Fire Prevention Materials	3790.00
Emergency Apparatus Maint.	Annual Pump Testing	1294.32
M&M Express	Truck Equip. *DNR Grant	1617.45
MacQueen Emergency	Firefighter Equipment	3177.77
MN Fire Svc. Cert. Board	FF Cert. Renewals	175.00

	ACCOUNTS PAYABLE SUBTOTAL	10054.54
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Amazon	Batteries	89.96
Central Fire Protection	Fire Extinguisher Maint.	27.40
M&M Express	Truck Equip. *DNR Grant	35.66
Streicher's	Uniforms & Equipment	302.90
Verizon	FD iPad	40.01

	TOTAL ACCOUNTS PAYABLE	10550.47
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MOYNAGH

BONNIWELL

MARSZALEK

ANDREOFF

SOLARZ

PARADEISE

CITY OF MONTROSE
Monthly Adjustments

09/30/21 3:11 PM

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Account	Tran Type	Charge Name	Charge Type	Amount	Date
01-00002539-00-	Adjustment	Hang Disconnect N	Service	(\$25.00)	9/14/2021
01-00001144-00-	Adjustment	Storm Water	Service	(\$4.50)	9/13/2021
01-00001144-00-	Adjustment	WWTP	Service	(\$1,576.60)	9/13/2021
01-00001144-00-	Adjustment	Sewer Collection	Service	(\$1,652.25)	9/13/2021
01-00001144-00-	Adjustment	R Water	Service	(\$2,084.28)	9/13/2021
01-00002539-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
01-00002014-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
01-00001989-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
01-00001906-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
01-00001807-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
01-00001046-00-	Adjustment	Hang Disconnect N	Service	\$25.00	9/9/2021
00-00001002-00-	Adjustment	R Water	Service	(\$25.00)	9/9/2021
				<u>(\$5,217.63)</u>	

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

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

RESOLUTION ALLOWING THE ASSESSMENT OF UNPAID UTILITIES TO THE 2021 TAXES

RESOLUTION 2021-29

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

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

NOW THEREFORE, BE IT RESOLVED; that the City Clerk will certify to the County Auditor for inclusion on the 2022 tax statements, those bills which remain unpaid as of October 11, 2021.

Council Member _____ moved for the adoption of the above Resolution.

Council Member _____ seconded the motion.

In favor:

Opposed:

Date: **Monday, October 11, 2021**

Signed: _____
Kirby Moynagh, Mayor

Attest: _____
Wendy Manson, City Clerk-Treasurer

UTILITY ASSESSMENTS

OCTOBER, 2021

Name / Address	PID	Amount
John Huckleby 330 3rd Street S Montrose, MN 55363-8593	112-012-006271	\$ 311.48
Mark & Janell Kunze 16810 County Road 6 Plymouth, MN 55447-3039	112-026-001230	\$ 1,269.21
Daneilson Real Estate LLC 3616 20th Street NE Buffalo, MN 55313-4220	112-036-001030	\$ 29.17
Amanda Bertness 941 Breckenridge Lane Montrose, MN 55363-4517	112-038-001440	\$ 107.08
Danielson Real Estate LLC 3616 20th Street NE Buffalo, MN 55313-4220	112-040-001010	\$ 661.53
Luke Malakowski & Andrea Castro-Malakowski 628 7th Street N Montrose, MN 55363	112-044-005050	\$ 141.00
Zillow Homes Property Trust 1301 2nd Avenue FL 31 Seattle, WA 98101-0003	112-045-002090	\$ 166.11
Bernard Gillmore 1093 Foede Circle Montrose, MN 55363-4402	112-047-007040	\$ 97.72

UTILITY ASSESSMENTS

OCTOBER, 2021

Name / Address	PID	Amount
Keystone One LLC P.O. Box 98 Buffalo, MN 55313	112-500-363318	\$ 54.15



Wright County Sheriff's Office

Sheriff Sean Deringer

3800 Braddock Ave. NE, Buffalo, MN 55313
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Montrose Monthly Report 2021

Printed on October 1, 2021

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
911 Abandoned Total: 1					
09/24/21 20:29	911 Abandoned	2021083247			911
911 Hang-up Total: 1					
09/24/21 14:01	911 Hang-up	2021083113			911
911 Open Line Total: 9					
09/04/21 13:11	911 Open Line	2021076340			911
09/05/21 13:05	911 Open Line	2021076680			911
09/07/21 17:44	911 Open Line	2021077440			911
09/09/21 10:34	911 Open Line	2021077930			911
09/12/21 07:04	911 Open Line	2021078993			911
09/13/21 12:58	911 Open Line	2021079391			911
09/14/21 17:16	911 Open Line	2021079805			911
09/15/21 12:15	911 Open Line	2021080018			911
09/23/21 19:49	911 Open Line	2021082910			911
Abandoned Vehicle Total: 1					
09/29/21 19:19	Abandoned Vehicle	2021084865	Abandoned Vehicle	WP21026608	911
Agency Assist Total: 2					
09/02/21 17:30	Agency Assist	2021075729	Agency Assist	WP21023759	Phone
09/09/21 10:27	Agency Assist	2021077926	Agency Assist	WSIU21024423	
Animal Total: 8					
09/08/21 18:57	Animal	2021077779	Animal	WP21024397	Phone
09/10/21 08:40	Animal	2021078255	Animal	WP21024504	Phone
09/13/21 17:34	Animal	2021079499	Animal	WP21024896	Phone
09/16/21 07:42	Animal	2021080311	Animal	WP21025160	Phone
09/23/21 00:32	Animal	2021082679	Animal	WP21025935	Phone
09/24/21 17:38	Animal	2021083203			Phone
09/25/21 15:00	Animal	2021083476	Animal	WP21026187	Phone
09/27/21 18:48	Animal	2021084204	Animal	WP21026390	911
Animal - Abuse Total: 1					
09/25/21 08:27	Animal - Abuse	2021083374	Animal - Abuse	WP21026158	Phone
Animal - Barking Dog Total: 8					
09/12/21 20:31	Animal - Barking Dog	2021079211	Animal - Barking Dog	WP21024804	Phone
09/12/21 21:16	Animal - Barking Dog	2021079232			Phone
09/18/21 08:59	Animal - Barking Dog	2021081069	Animal - Barking Dog	WP21025428	Phone
09/19/21 19:32	Animal - Barking Dog	2021081623	Animal - Barking Dog	WP21025595	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/22/21 08:20	Animal - Barking Dog	2021082378	Animal - Barking Dog	WP21025837	Phone
09/22/21 22:03	Animal - Barking Dog	2021082654	Animal - Barking Dog	WP21025929	Phone
09/23/21 18:11	Animal - Barking Dog	2021082888	Animal - Barking Dog	WP21026003	Phone
09/27/21 21:31	Animal - Barking Dog	2021084258	Animal - Barking Dog	WP21026407	Phone

Animal - Barking Dog; Neighborhood Dispute Total: 1

09/01/21 18:45	Animal - Barking Dog;	2021075401	Animal - Barking Dog	WP21023673	Phone
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Check Welfare Total: 7

09/03/21 15:02	Check Welfare	2021075994	Check Welfare	WP21023846	911
09/03/21 21:41	Check Welfare	2021076168	Check Welfare	WP21023889	Phone
09/20/21 05:37	Check Welfare	2021081703	Drugs	WP21025621	Phone
09/20/21 08:50	Check Welfare	2021081738	Check Welfare	WP21025632	
09/21/21 15:33	Check Welfare	2021082161	Check Welfare	WP21025777	Phone
09/26/21 20:02	Check Welfare	2021083883	Check Welfare	WP21026300	Phone
09/29/21 19:47	Check Welfare	2021084883	Check Welfare	WP21026613	Phone

Citizen Aid Total: 2

09/01/21 18:41	Citizen Aid	2021075400	Citizen Aid	WP21023672	Phone
09/10/21 11:22	Citizen Aid	2021078299	Citizen Aid	WP21024520	Phone

Civil Complaint Total: 11

09/06/21 12:07	Civil Complaint	2021077013	Civil Complaint	WP21024130	Phone
09/11/21 10:13	Civil Complaint	2021078661	Civil Complaint	WP21024650	Phone
09/14/21 16:06	Civil Complaint	2021079777	Civil Complaint	WP21024996	911
09/15/21 10:59	Civil Complaint	2021080009	Civil Complaint	WP21025070	Phone
09/15/21 17:15	Civil Complaint	2021080134	Civil Complaint	WP21025119	Phone
09/16/21 11:47	Civil Complaint	2021080390	Civil Complaint	WP21025200	Phone
09/16/21 13:41	Civil Complaint	2021080429	Civil Complaint	WP21025219	Phone
09/18/21 12:50	Civil Complaint	2021081135	Civil Complaint	WP21025449	Phone
09/18/21 18:59	Civil Complaint	2021081248	Civil Complaint	WP21025488	Phone
09/24/21 14:28	Civil Complaint	2021083125	Civil Complaint	WP21026072	Phone
09/24/21 15:36	Civil Complaint	2021083155	Civil Complaint	WP21026089	Phone

Civil Process Total: 32

09/03/21 16:02	Civil Process	2021076024			Officer
09/08/21 12:29	Civil Process	2021077645			Officer
09/09/21 13:49	Civil Process	2021077995			Officer
09/10/21 09:38	Civil Process	2021078268			Officer
09/10/21 12:33	Civil Process	2021078319			Officer
09/10/21 15:02	Civil Process	2021078374			Officer
09/10/21 17:35	Civil Process	2021078448			Officer
09/11/21 22:20	Civil Process	2021078924	Civil Process	WP21024715	Officer
09/13/21 13:07	Civil Process	2021079395			Officer
09/14/21 08:51	Civil Process	2021079639			Officer
09/15/21 08:14	Civil Process	2021079969			Officer
09/15/21 18:58	Civil Process	2021080183			
09/16/21 16:08	Civil Process	2021080489			Officer
09/21/21 12:25	Civil Process	2021082102			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/21/21 13:07	Civil Process	2021082111			Officer
09/21/21 13:16	Civil Process	2021082112			Officer
09/21/21 13:28	Civil Process	2021082113			Officer
09/21/21 19:29	Civil Process	2021082245			Officer
09/22/21 12:37	Civil Process	2021082450			Officer
09/22/21 15:50	Civil Process	2021082523			Officer
09/23/21 15:16	Civil Process	2021082811			Officer
09/23/21 15:28	Civil Process	2021082816			Officer
09/23/21 15:49	Civil Process	2021082827			Officer
09/23/21 15:53	Civil Process	2021082832			Officer
09/24/21 10:48	Civil Process	2021083042			Officer
09/24/21 13:37	Civil Process	2021083106			Officer
09/27/21 10:11	Civil Process	2021084034			Officer
09/27/21 12:29	Civil Process	2021084092			Officer
09/28/21 12:22	Civil Process	2021084427			Officer
09/29/21 12:36	Civil Process	2021084741			Officer
09/30/21 12:05	Civil Process	2021085066			Officer
09/30/21 12:26	Civil Process	2021085075			Officer

Commercial General Alarm Total: 3

09/03/21 07:21	Commercial General	2021075865			Phone
09/19/21 22:13	Commercial General	2021081666			Phone
09/20/21 02:32	Commercial General	2021081697			Phone

Court Order Violation Total: 2

09/10/21 16:29	Court Order Violation	2021078413	Court Order Violation	WP21024569	Phone
09/16/21 20:39	Court Order Violation	2021080584	Civil Complaint	WP21025273	911

Criminal Damage to Property Total: 1

09/21/21 11:56	Criminal Damage to	2021082096	Criminal Damage to Property	WP21025756	Phone
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Domestic Disturbance Total: 5

09/01/21 22:44	Domestic Disturbance	2021075478	Domestic Disturbance	WP21023694	911
09/06/21 19:39	Domestic Disturbance	2021077156	Domestic Disturbance	WP21024166	911
09/09/21 07:02	Domestic Disturbance	2021077876	Domestic Disturbance	WP21024413	Phone
09/14/21 06:59	Domestic Disturbance	2021079609	Domestic Disturbance	WP21024923	Phone
09/14/21 15:21	Domestic Disturbance	2021079758	Domestic Disturbance	WP21024974	Phone

Drugs Total: 2

09/02/21 01:22	Drugs	2021075514	Check Welfare	WP21023703	911
09/29/21 10:08	Drugs	2021084707	Drugs	WP21026544	Phone

Fire - Other Total: 2

09/05/21 15:23	Fire - Other	2021076728	Fire - Other	WP21024044	911
09/15/21 12:52	Fire - Other	2021080030	Fire - Other	WP21025080	Phone

Fireworks Total: 1

09/05/21 21:03	Fireworks	2021076850	Fireworks	WP21024079	Phone
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Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Fraud - Checks - Cards Total: 1					
09/27/21 00:22	Fraud - Checks - Cards	2021083951	Fraud - Checks - Cards	WP21026320	Phone
Fraud - Internet Total: 2					
09/01/21 09:29	Fraud - Internet	2021075256	Fraud - Internet	WP21023626	Phone
09/29/21 16:30	Fraud - Internet	2021084809	Fraud - Internet	WP21026583	Phone
Gun Incident Total: 1					
09/26/21 23:01	Gun Incident	2021083941	Gun Incident	WP21026317	911
Harassment Total: 1					
09/10/21 14:19	Harassment	2021078353	Harassment	WP21024547	Phone
Info Total: 1					
09/21/21 19:05	Info	2021082239			Phone
Juvenile - Complaint Total: 4					
09/04/21 16:38	Juvenile - Complaint	2021076410	Juvenile - Complaint	WP21023951	Phone
09/16/21 18:23	Juvenile - Complaint	2021080542	Juvenile - Complaint	WP21025262	911
09/27/21 00:35	Juvenile - Complaint	2021083953	Medical - Psychiatric -	WP21026322	911
09/30/21 17:58	Juvenile - Complaint	2021085186	Juvenile - Complaint	WP21026703	Phone
Lift Assist Total: 4					
09/04/21 09:09	Lift Assist	2021076269			
09/04/21 20:55	Lift Assist	2021076507			
09/05/21 14:38	Lift Assist	2021076714			
09/11/21 02:58	Lift Assist	2021078615			911
Medical - Abdominal Pain Total: 2					
09/04/21 01:00	Medical - Abdominal	2021076221			Phone
09/17/21 14:22	Medical - Abdominal	2021080799			911
Medical - Bleeding - Lacerations Total: 1					
09/08/21 11:04	Medical - Bleeding -	2021077623			Phone
Medical - Breathing Problems Total: 3					
09/15/21 09:23	Medical - Breathing	2021079987			Phone
09/23/21 13:49	Medical - Breathing	2021082785			911
09/26/21 21:47	Medical - Breathing	2021083922			911
Medical - Choking Total: 1					
09/27/21 10:27	Medical - Choking	2021084040			Phone
Medical - Fall Under 6 Feet Total: 5					
09/03/21 01:40	Medical - Fall Under 6	2021075835			Phone
09/09/21 07:08	Medical - Fall Under 6	2021077878			Phone
09/11/21 07:39	Medical - Fall Under 6	2021078629			911
09/12/21 14:02	Medical - Fall Under 6	2021079088			911
09/29/21 13:08	Medical - Fall Under 6	2021084746			911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
Medical - Psychiatric - Behavioral Total: 1					
09/16/21 01:01	Medical - Psychiatric -	2021080285	Medical - Psychiatric -	WP21025151	Phone
Medical - Seizure Total: 1					
09/11/21 03:11	Medical - Seizure	2021078616			911
Medical - Sick Total: 1					
09/14/21 19:57	Medical - Sick	2021079853			911
Medical - Stroke Total: 1					
09/21/21 09:32	Medical - Stroke	2021082060			911
Missing Person Total: 1					
09/14/21 20:21	Missing Person	2021079861	Missing Person	WP21025013	911
Motorist Aid Total: 2					
09/13/21 18:53	Motorist Aid	2021079527			Phone
09/18/21 10:02	Motorist Aid	2021081086			
MVA - Hit & Run Total: 1					
09/20/21 16:28	MVA - Hit & Run	2021081855	MVA - Hit & Run	WP21025677	
MVA - Injuries Total: 2					
09/20/21 11:07	MVA - Injuries	2021081771	Agency Assist	WP21025644	911
09/21/21 07:26	MVA - Injuries	2021082020	MVA - Injuries	WP21025731	911
MVA - No Injuries Total: 4					
09/08/21 07:41	MVA - No Injuries	2021077580	Agency Assist	WP21024329	
09/11/21 08:22	MVA - No Injuries	2021078638	MVA - No Injuries	WP21024642	
09/17/21 12:34	MVA - No Injuries	2021080767	MVA - No Injuries	WP21025321	
09/22/21 16:45	MVA - No Injuries	2021082552	MVA - No Injuries	WP21025896	911
Noise Total: 7					
09/05/21 19:02	Noise	2021076803	Noise	WP21024059	
09/09/21 16:28	Noise	2021078048	Noise	WP21024455	
09/11/21 16:39	Noise	2021078778	Noise	WP21024678	
09/18/21 03:10	Noise	2021081037	Noise	WP21025417	
09/20/21 18:56	Noise	2021081908	Noise	WP21025697	
09/21/21 17:51	Noise	2021082214	Noise	WP21025795	
09/30/21 23:58	Noise	2021085293	Noise	WP21026736	
Off-Road Vehicle Complaint Total: 2					
09/26/21 01:02	Off-Road Vehicle	2021083644	Off-Road Vehicle Complaint	WP21026230	Phone
09/26/21 16:28	Off-Road Vehicle	2021083822	Off-Road Vehicle Complaint	WP21026284	Phone
Parking Total: 3					
09/07/21 16:44	Parking	2021077423	Parking	WP21024272	
09/26/21 14:01	Parking	2021083782	Parking	WP21026274	
09/30/21 10:07	Parking	2021085039	Parking	WP21026663	

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
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Probation Check Total: 10

09/08/21 13:39	Probation Check	2021077668			Officer
09/08/21 13:47	Probation Check	2021077672			Officer
09/09/21 20:23	Probation Check	2021078152			Officer
09/15/21 21:49	Probation Check	2021080246			Officer
09/17/21 09:57	Probation Check	2021080722			Officer
09/17/21 10:06	Probation Check	2021080725			Officer
09/21/21 14:50	Probation Check	2021082138			Officer
09/24/21 11:25	Probation Check	2021083050			Officer
09/24/21 11:33	Probation Check	2021083053			Officer
09/26/21 12:39	Probation Check	2021083745			Officer

Prowler Total: 2

09/04/21 03:06	Prowler	2021076236	Prowler	WP21023903	911
09/26/21 22:37	Prowler	2021083936	Suspicious - Person - Vehicle	WP21026315	Phone

Repossession Total: 1

09/01/21 14:16	Repossession	2021075332			911
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Residential Medical Alarm Total: 1

09/07/21 20:59	Residential Medical	2021077493	Residential Medical Alarm	WP21024304	Phone
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SIA Area Watch Total: 14

09/02/21 16:34	SIA Area Watch	2021075709
09/03/21 15:41	SIA Area Watch	2021076008
09/04/21 13:34	SIA Area Watch	2021076347
09/07/21 22:02	SIA Area Watch	2021077512
09/10/21 14:04	SIA Area Watch	2021078348
09/11/21 11:48	SIA Area Watch	2021078688
09/12/21 12:54	SIA Area Watch	2021079072
09/17/21 13:11	SIA Area Watch	2021080777
09/18/21 19:32	SIA Area Watch	2021081264
09/21/21 10:04	SIA Area Watch	2021082068
09/25/21 14:54	SIA Area Watch	2021083472
09/27/21 11:58	SIA Area Watch	2021084078
09/28/21 12:34	SIA Area Watch	2021084430
09/28/21 12:39	SIA Area Watch	2021084432

SIA Business Walk Through Total: 1

09/12/21 09:30	SIA Business Walk	2021079014
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SIA City Council - City Hall Total: 1

09/13/21 18:00	SIA City Council - City	2021079509	Officer
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SIA Other Total: 5

09/03/21 22:12	SIA Other	2021076183	
09/04/21 22:47	SIA Other	2021076546	Officer
09/05/21 05:04	SIA Other	2021076605	
09/06/21 05:30	SIA Other	2021076939	

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/07/21 04:32	SIA Other	2021077248			
SIA Parks Total: 12					
09/05/21 13:08	SIA Parks	2021076681			
09/10/21 14:09	SIA Parks	2021078350			
09/11/21 14:08	SIA Parks	2021078737			
09/11/21 15:20	SIA Parks	2021078756			
09/18/21 15:45	SIA Parks	2021081184			
09/19/21 11:55	SIA Parks	2021081464			
09/19/21 16:39	SIA Parks	2021081555			
09/19/21 18:27	SIA Parks	2021081599			
09/25/21 14:28	SIA Parks	2021083463			
09/27/21 12:05	SIA Parks	2021084083			
09/28/21 19:51	SIA Parks	2021084567			
09/29/21 10:06	SIA Parks	2021084706			
SIA School Check Total: 1					
09/15/21 07:38	SIA School Check	2021079956			
Sign - Signal Repair Total: 1					
09/11/21 14:22	Sign - Signal Repair	2021078741			Phone
Stoparm Violation Total: 1					
09/21/21 17:48	Stoparm Violation	2021082212	Stoparm Violation	WP21025792	Other
Suspicious - Circumstances Total: 2					
09/05/21 23:27	Suspicious -	2021076893	Suspicious - Circumstances	WP21024093	911
09/27/21 20:07	Suspicious -	2021084230	Suspicious - Circumstances	WP21026398	Phone
Suspicious - Circumstances; DNR Wildlife Violations; Domestic Disturbance Total: 1					
09/27/21 21:10	Suspicious -	2021084251	Domestic Disturbance	WP21026403	911
Suspicious - Item Total: 1					
09/16/21 19:32	Suspicious - Item	2021080561	Suspicious - Item	WP21025267	Phone
Suspicious - Person - Vehicle Total: 6					
09/04/21 18:57	Suspicious - Person -	2021076468	Suspicious - Person - Vehicle	WP21023964	911
09/07/21 12:11	Suspicious - Person -	2021077343	Suspicious - Person - Vehicle	WP21024242	Phone
09/10/21 22:27	Suspicious - Person -	2021078550	Suspicious - Person - Vehicle	WP21024611	Officer
09/13/21 17:27	Suspicious - Person -	2021079496	Medical - Psychiatric -	WP21024890	Phone
09/29/21 03:57	Suspicious - Person -	2021084650	Suspicious - Person - Vehicle	WP21026525	Phone
09/30/21 11:51	Suspicious - Person -	2021085062	Suspicious - Person - Vehicle	WP21026675	Phone
Theft Total: 1					
09/04/21 20:20	Theft	2021076498	Theft	WP21023973	Phone
Traffic - Complaint Total: 12					
09/05/21 21:05	Traffic - Complaint	2021076852	Traffic - Complaint	WP21024077	911
09/07/21 07:30	Traffic - Complaint	2021077270			911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/08/21 16:11	Traffic - Complaint	2021077717	Traffic - Complaint	WP21024375	Phone
09/09/21 16:39	Traffic - Complaint	2021078057	Traffic - Complaint	WP21024458	Phone
09/10/21 13:09	Traffic - Complaint	2021078332	Traffic - Complaint	WP21024536	911
09/11/21 01:20	Traffic - Complaint	2021078600	Traffic - Complaint	WP21024628	Phone
09/12/21 19:29	Traffic - Complaint	2021079176			911
09/12/21 20:44	Traffic - Complaint	2021079216	MVA - Hit & Run	WP21024805	911
09/15/21 19:21	Traffic - Complaint	2021080196	Traffic - Complaint	WP21025131	Phone
09/16/21 11:56	Traffic - Complaint	2021080393	Traffic - Complaint	WP21025201	911
09/25/21 09:23	Traffic - Complaint	2021083382	Traffic - Complaint	WP21026161	Phone
09/30/21 08:54	Traffic - Complaint	2021085018	Traffic - Complaint	WP21026653	911

Traffic Stop Total: 61

09/01/21 01:22	Traffic Stop	2021075206			Officer
09/03/21 00:16	Traffic Stop	2021075825	Drugs	WP21023791	Officer
09/03/21 08:10	Traffic Stop	2021075875			Officer
09/03/21 21:29	Traffic Stop	2021076162			Officer
09/04/21 13:42	Traffic Stop	2021076354			Officer
09/04/21 14:50	Traffic Stop	2021076377			Officer
09/05/21 20:45	Traffic Stop	2021076840			Officer
09/05/21 21:58	Traffic Stop	2021076874			Officer
09/05/21 22:10	Traffic Stop	2021076877			Officer
09/05/21 22:21	Traffic Stop	2021076878			Officer
09/06/21 00:33	Traffic Stop	2021076912			Officer
09/06/21 17:13	Traffic Stop	2021077102			Officer
09/06/21 17:28	Traffic Stop	2021077107			Officer
09/08/21 11:59	Traffic Stop	2021077635			
09/08/21 21:39	Traffic Stop	2021077825			Officer
09/09/21 01:30	Traffic Stop	2021077858			Officer
09/09/21 11:26	Traffic Stop	2021077951			
09/10/21 04:43	Traffic Stop	2021078222			Officer
09/10/21 12:06	Traffic Stop	2021078312			Officer
09/10/21 23:07	Traffic Stop	2021078564			Officer
09/11/21 01:18	Traffic Stop	2021078599			Officer
09/11/21 15:53	Traffic Stop	2021078764			Officer
09/11/21 17:23	Traffic Stop	2021078788			Officer
09/11/21 20:51	Traffic Stop	2021078891			Officer
09/11/21 21:15	Traffic Stop	2021078904			Officer
09/12/21 14:49	Traffic Stop	2021079100			Officer
09/12/21 15:35	Traffic Stop	2021079110			Officer
09/15/21 01:00	Traffic Stop	2021079917			Officer
09/15/21 19:58	Traffic Stop	2021080208			Officer
09/15/21 20:25	Traffic Stop	2021080220			Officer
09/16/21 19:22	Traffic Stop	2021080558			Officer
09/16/21 22:27	Traffic Stop	2021080618			Officer
09/17/21 00:04	Traffic Stop	2021080631			Officer
09/19/21 13:25	Traffic Stop	2021081483			Officer
09/19/21 13:55	Traffic Stop	2021081494			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
09/19/21 16:17	Traffic Stop	2021081547			Officer
09/19/21 22:16	Traffic Stop	2021081667			Officer
09/20/21 21:54	Traffic Stop	2021081964	Drugs	WP21025710	Officer
09/21/21 09:20	Traffic Stop	2021082054			Officer
09/21/21 18:38	Traffic Stop	2021082228			Officer
09/21/21 21:49	Traffic Stop	2021082289	Traffic Stop	WP21025813	Officer
09/22/21 06:43	Traffic Stop	2021082347			Officer
09/22/21 16:07	Traffic Stop	2021082531			Officer
09/22/21 16:16	Traffic Stop	2021082534	Traffic Stop	WP21025889	Officer
09/22/21 16:35	Traffic Stop	2021082544			Officer
09/22/21 17:08	Traffic Stop	2021082564	Traffic Stop	WP21025898	Officer
09/22/21 22:26	Traffic Stop	2021082661			Officer
09/22/21 22:54	Traffic Stop	2021082667			Officer
09/24/21 23:14	Traffic Stop	2021083313			Officer
09/24/21 23:22	Traffic Stop	2021083316			Officer
09/24/21 23:55	Traffic Stop	2021083322			Officer
09/27/21 00:45	Traffic Stop	2021083955			Officer
09/28/21 00:19	Traffic Stop	2021084304			Officer
09/28/21 21:04	Traffic Stop	2021084590			Officer
09/28/21 21:29	Traffic Stop	2021084599			Officer
09/28/21 21:36	Traffic Stop	2021084605			Officer
09/29/21 00:26	Traffic Stop	2021084632			Officer
09/29/21 19:29	Traffic Stop	2021084871			Officer
09/30/21 16:04	Traffic Stop	2021085138			Officer
09/30/21 20:13	Traffic Stop	2021085225			Officer
09/30/21 23:42	Traffic Stop	2021085290			Officer

Training Total: 1

09/20/21 13:34	Training	2021081806
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Warrant - Arrest Total: 1

09/23/21 16:27	Warrant - Arrest	2021082847	Warrant - Arrest	WP21025989	Officer
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Warrant - Attempt Total: 3

09/01/21 11:42	Warrant - Attempt	2021075294	Warrant - Arrest	WP21023643	Officer
09/07/21 14:16	Warrant - Attempt	2021077367	Warrant - Attempt	WP21024248	Officer
09/14/21 15:02	Warrant - Attempt	2021079752	Warrant - Arrest	WP21024979	Officer

Total Records: 291

Montrose/Waverly Patrol Hour Summary

Hours Purchased Per Contract:	5,856.00
Starting Hours (beginning of month):	1,996.75
M-T-D (detailed below):	481.75
Balance going forward (to next month):	1,515.00
Y-T-D:	4,341.00

Shift Start

Date	Shift Start Time	Shift Stop Date	Shift Stop Time	Schedule	Position	Time Type	Regular Hours
1-Sep-21	10:00	1-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
1-Sep-21	20:00	2-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
2-Sep-21	10:00	2-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
2-Sep-21	20:00	3-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
3-Sep-21	10:00	3-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
3-Sep-21	20:00	4-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
4-Sep-21	10:00	4-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
4-Sep-21	20:00	5-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
5-Sep-21	10:00	5-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
5-Sep-21	20:00	6-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
6-Sep-21	10:00	6-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
6-Sep-21	20:00	7-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
7-Sep-21	10:00	7-Sep-21	16:00	Montrose/Wave	4620	Regular	6.00
7-Sep-21	16:00	7-Sep-21	20:00	Montrose/Wave	4620	Regular	4.00
7-Sep-21	20:00	8-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
8-Sep-21	0:00	8-Sep-21	1:45	Montrose/Wave	4640	Regular	1.75
8-Sep-21	10:00	8-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
8-Sep-21	20:00	9-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
9-Sep-21	10:00	9-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
9-Sep-21	20:00	10-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
10-Sep-21	10:00	10-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
10-Sep-21	20:00	11-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
11-Sep-21	10:00	11-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
11-Sep-21	20:00	12-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
12-Sep-21	10:00	12-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
12-Sep-21	20:00	13-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
13-Sep-21	10:00	13-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
13-Sep-21	20:00	14-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
14-Sep-21	10:00	14-Sep-21	20:00	Montrose/Wave	4620	Regular	10.00
14-Sep-21	20:00	15-Sep-21	2:00	Montrose/Wave	4630	Regular	6.00
15-Sep-21	10:00	15-Sep-21	14:00	Montrose/Wave	4620	Regular	4.00
15-Sep-21	14:00	15-Sep-21	16:00	Montrose/Wave	4620	Regular	2.00

15-Sep-21	16:00	15-Sep-21	20:00 Montrose/Wave	4620 Regular	4.00
15-Sep-21	20:00	16-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
16-Sep-21	10:00	16-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
16-Sep-21	20:00	17-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
17-Sep-21	10:00	17-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
17-Sep-21	20:00	18-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
18-Sep-21	10:00	18-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
18-Sep-21	20:00	19-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
19-Sep-21	10:00	19-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
19-Sep-21	20:00	20-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
20-Sep-21	10:00	20-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
20-Sep-21	20:00	21-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
21-Sep-21	10:00	21-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
21-Sep-21	20:00	22-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
22-Sep-21	10:00	22-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
22-Sep-21	20:00	23-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
23-Sep-21	10:00	23-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
23-Sep-21	20:00	24-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
24-Sep-21	10:00	24-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
24-Sep-21	20:00	25-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
25-Sep-21	10:00	25-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
25-Sep-21	20:00	26-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
26-Sep-21	10:00	26-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
26-Sep-21	20:00	27-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
27-Sep-21	10:00	27-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
27-Sep-21	20:00	28-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
28-Sep-21	10:00	28-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
28-Sep-21	20:00	29-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
29-Sep-21	10:00	29-Sep-21	16:00 Montrose/Wave	4620 Regular	6.00
29-Sep-21	16:00	29-Sep-21	20:00 Montrose/Wave	4620 Regular	4.00
29-Sep-21	20:00	30-Sep-21	2:00 Montrose/Wave	4630 Regular	6.00
30-Sep-21	10:00	30-Sep-21	20:00 Montrose/Wave	4620 Regular	10.00
30-Sep-21	20:00	1-Oct-21	2:00 Montrose/Wave	4630 Regular	6.00

TOTAL:	<u><u>481.75</u></u>
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Monthly Activity Report Montrose Fire Department

Prepared and Presented by
Kevin Triplett – Fire Chief



Period: 09/01/2021 thru 09/30/2021 (SEPTEMBER)

CALLS

Total Calls: 29

of Calls SEPTEMBER 2020 = 17

EMS Calls: 19

2020 vs 2021 (2021 = +12)

Other Calls:

09/25 - #21229 – Vehicle Fire – Marysville Township
09/22 - #21227 – Smoke Alarm – Marysville Township
09/22 - #21226 – Motor Vehicle Accident – Montrose
09/21 - #21224 – Motor Vehicle Accident – Montrose
09/20 - #21223 – Motor Vehicle Accident – Montrose
09/16 - #21221 – Severe Weather Standby – Montrose
09/11 - #21215 – Lift Assist – Montrose
09/05 - #21210 – Brush Fire – Found to be permit burn – Montrose
09/05 - #21209 – Lift Assist – Montrose
09/04 - #21208 – Lift Assist – Montrose

Total calls to Date 2021 – 233

2020 vs 2021 (2021 = +37)

Total calls this time in 2020 - 196

Call Districts

Montrose City: 23 Franklin Township: 0 Marysville Township: 4
Woodland Township: 2 Other: 0

TRAINING:

09/07/2021 – Staff Meeting/Truck Maintenance
09/14/2021 – Forceable Entry – PPE – SCBA – Saws – CFRT & Officers
09/21/2021 – Search & Rescue Training - CFRT

Other Activities, Special Mention, Etc.

09/26/2021 – MN Fallen Firefighters Memorial Service – St Paul (Stoll & VonThoma)
09/13/2021 – City Council Meeting
09/13/2021 – Kevin Triplett selected by City Council to serve as Fire Chief for 2022 & 2023
09/11/2021 – September 11th Memorial @ O'Brothers Liquor

SPECIAL INFO

- We were awarded a \$5000 50:50 matching grant through the MN DNR – We will be using these funds to purchase new backpack blowers and supply hose

Acknowledgments

- O'Brothers Liquor – Allowing us to park in their lot during 09/11/2021
- Everyone who stopped by, honked and/or waved while we stood in remembrance of those who lost their lives during the 09/11/2001 Terrorist Attacks
- Those who donated money, food, snacks, and other treats while we stood in remembrance during 09/11

Statewide Volunteer Firefighter Plan

MODEL RESOLUTION

CITY OF MONTROSE

RESOLUTION No. 2021-30

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

The City Council of the City of Montrose, Minnesota, does ordain:

- WHEREAS: The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and
- WHEREAS: The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and
- WHEREAS: The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and
- WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

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

- 1) The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$5,000.00 benefit level per year of service, effective January 1, 2022; and
- 2) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember _____ and was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted by the City Council of the City of Montrose, on October 11, 2021.

BY:

ATTEST:

Mayor Robert W. Moynagh, III

City Administrator Jessica Bonniwell

City of Montrose
Planning and Zoning Commission Meeting
Montrose Community Center
200 Center Avenue South
Wednesday, September 8, 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, September 8, 2021 at 7:00pm.

Planning and Zoning Commission Chair, Mr. Charles Smallwood, called the meeting to order at 7:00pm.

2. ROLL CALL

Present: Commissioner Charles Smallwood
Commissioner Sylvia Henry
Commissioner Roger Fraumann
Commissioner Shawn Cuff
City Council Liaison Sam Solarz

Staff Present: Ms. Jessica Bonniwell, City Administrator
Mr. Stephen Grittman, City Planner

3. PLEDGE OF ALLEGIENCE

The Pledge of Allegiance was taken.

4. APPROVAL OF THE AGENDA

Commissioner Henry motioned to approve the September 8, 2021 Planning and Zoning Commission Meeting Agenda as presented. Commissioner Fraumann seconded the motion. Motion carried 4-0.

5. APPROVAL OF THE MINUTES

Commissioner Henry motioned to approve the Planning and Zoning Commission Meeting minutes for August 11, 2021 as written. Commissioner Cuff seconded the motion. Motion carried 4-0.

6. RESIGNATION OF COMMISSION MEMBER

A. Accept Resignation of Commission Member Mr. Justin Emery

City Staff received a written resignation for Mr. Justin Emery effective August 4, 2021.

Commissioner Henry motioned to accept the resignation of Mr. Justin Emery effective August 4, 2021. Commissioner Cuff seconded the motion. Motion carried 4-0.

7. ELECTION OF OFFICER FOR VICE CHAIR

A. Elect Commission Member for Vice Chair Position

With the resignation of Mr. Justin Emery, a vacancy for Vice Chair is recognized by the Commission. Commissioner Smallwood asked if there were any nominations or volunteers to accept the Vice Chair position for the Planning and Zoning Commission. Commissioner Henry volunteered to accept the position of Vice Chair. No other nominations or volunteers were recognized.

Commissioner Fraumann motioned to recommend the appointment of Ms. Sylvia Henry as Vice Chair for the Planning and Zoning Commission. Commissioner Cuff seconded the motion. Motion carried 3-0-1 with Ms. Henry abstaining from the vote.

8. PUBLIC HEARING

A. Public Hearing To Consider a Zoning Code Amendment to Chapter 52: Animals, Related to Allowing Backyard Chickens

Commissioner Henry motioned to close the Planning and Zoning Meeting and open the Public Hearing at 7:04 p.m. Commissioner Fraumann seconded the motion. Motion carried 4-0.

Background:

At the August Planning Commission meeting, the Commission called for a public hearing to discuss the potential for amending the City's ordinance to accommodate chickens on residential property. The staff summary for that discussion was included in the minutes for the August 11, 2021 Planning and Zoning meeting. The purpose of this supplemental report is to help frame the public discussion at the public hearing.

As noted previously, the current zoning ordinance includes poultry in the list of farm animals which are not allowed in residential districts. To accommodate requests for chickens, the City would have to amend the zoning ordinance to exempt chickens from that prohibition, and create an ordinance structure for permitting chickens in those cases.

In most cities where chickens are allowed (many cities use the same approach Montrose currently uses, prohibiting them), the following categories of issues are addressed in some fashion:

- 1) No roosters, hens only.
- 2) Number of chickens – the lower threshold ordinances will allow four, with some cities more, and sometimes, variably increasing numbers by the size of the lot.
- 3) Limitations on the coop and enclosure:
 - i. Minimum and maximum sizes.
 - ii. Containment, and protection from wild animals.
 - iii. Materials (e.g., materials and/or colors similar to those on principal structure).
 - iv. Whether the coop is included in the accessory building requirements.
 - v. Coop location – rear yard; setbacks; screening from neighboring property; etc.
- 4) Cleanliness and site conditions.
- 5) Feed storage.
- 6) Administrative requirements:
 - i. Permit from City required?
 - ii. Permit application information?
 - iii. Annual, Permanent, or renewable permitting?

- iv. Permit fees?
- 7) Enforcement:
 - i. Capacity of staff.
 - ii. Enforcement penalties or forfeiture.
 - iii. Qualifications for further permitting.
 - iv. Removal requirements or discontinuation

These items may or may not be a part of any amendment that the City may consider, depending on the City's approach to the issue. As noted in prior discussions, many passionate supporters may be willing, and even enthusiastic, about a rigorous set of standards and diligently follow all requirements. Even so, this can still lead to issues, however, many such supporters are in favor of permitting to avoid arbitrary complaint-based enforcement.

The issue in many cases is those who enter into chicken ownership without adequate awareness of the time and dedication required to comply with the rules, as well as to avoid conflicts with neighbors. It is these cases that the city would need to be prepared for if the amendment was to be considered.

A resident, Ms. Julie Roberts, from 201 Center Avenue South brought up health concerns that could arise from allowing backyard chickens. One such disease, histoplasmosis, is an infection caused by a fungus that lives in soil containing large amounts of bird or bat droppings. This disease can cause a person to be very ill, or even cause death, and the spores can travel across properties on the wind. Ms. Roberts is against allowing backyard chickens.

A resident, Ms. Michelle Otto, from 205 Garfield Avenue North stated that the city does not have staffing to enforce an ordinance allowing backyard chickens. Ms. Otto does not believe chickens should be allowed at this time since the city does not have an animal control officer or code compliance officer that is dedicated to those duties.

A resident, Ms. Catherine Neiberger, from 125 Hill Street stated she was opposed to allowing backyard chickens as well. Ms. Neiberger stated that the city has a small staff and would be unable to enforce an ordinance regarding chickens. She stated that an ordinance allowing chickens would have to be very detailed and comprehensive in order to make sure the animals were properly cared for and the safety of neighboring properties was maintained. Ms. Neiberger also stated that if people want to have chickens, they should take a certification course because it is important people are educated about raising chickens and not just jumping into it because it is the thing to do. She stated that the city would need to hire an animal enforcement officer to constantly check on properties with backyard chickens to make sure there are no nuisance animals or conditions and to ensure the chickens and coops are properly cared for. Ms. Neiberger also mentioned that these animals do carry diseases and if people do not know what they are doing they can get themselves or other neighboring properties sick from the bacteria from unkempt coops and viruses from the animals.

Commissioner Fraumann motioned to close the Public Hearing and re-open the Planning and Zoning Meeting. Commissioner Henry seconded the motion. Motion carried 4-0.

The Planning and Zoning Commission briefly discussed the fact that nobody came to speak at the hearing that was in favor of having chickens, and this issue has been brought before Planning and Zoning before with little to no support. The Commission members all agreed that there is not enough support to justify allowing backyard chickens or changing the ordinance in any way.

Commissioner Fraumann motioned to leave the City Code Chapter 52: Animals as-is so as not to allow chickens. Commissioner Henry seconded the motion. Motion carried 4-0.

9. OLD BUSINESS

No Old Business.

10. NEW BUSINESS

A. Updates from City Planner

City Planner, Mr. Stephen Gritman stated that the City has received a lot of interest in residential development, but nothing that has been confirmed yet. They city is busy having meetings with potential residential developers for several land parcels and we are waiting for development applications to be submitted. The city is also still waiting for final paperwork from the developers that are trying to develop the Ouverson Addition. Mr. Gritman also stated that there has been some interest in commercial business along Highway 12, but again nothing confirmed with that yet either. The city is currently waiting on a Conditional Use Permit (CUP) from the potential Subway contractor, and that may come before the commission at the October 13, 2021 Planning and Zoning Meeting.

11. NEXT MEETING

A. Wednesday, October 13, 2021 to be held at the Montrose Community Center -- 7:00 p.m.

12. ADJOURNMENT

Commissioner Henry motioned to adjourn the Planning and Zoning Commission Meeting at 7:19 p.m.
Commissioner Cuff seconded the motion. Motion carried 4-0.

Charles Smallwood
 Planning and Zoning Chair
 City of Montrose

ATTEST:

Jessica Bonniwell
 City Administrator
 City of Montrose

CITY OF MONTROSE
WRIGHT COUNTY, MINNESOTA

ORDINANCE NO. 2021-05

AN ORDINANCE RESCINDING MONTROSE ORDINANCE 2016-02 AND
REPEALING AND REPLACING SECTION 23.02(E) OF THE MONTROSE CITY CODE
RELATING TO THE PARKS AND RECREATION COMMISSION

THE CITY COUNCIL OF THE CITY OF MONTROSE ORDAINS:

Section 1. Montrose Ordinance 2016-02 is hereby rescinded in its entirety.

Section 2. Chapter 23.02(E) of the Montrose City Code is hereby repealed and replaced as follows:

- E) The Commission shall consist of up to seven members. All members shall be residents of the City. All members shall be eligible voters in the State of Minnesota.

Section 3. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this 11th day of October, 2021 by the City Council of the City of Montrose.

CITY OF MONTROSE

By: _____
Kirby Moynagh, Mayor

ATTEST:

By: _____
Wendy Manson, City Clerk/Treasurer

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

RESOLUTION 2021-31

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 2021-05 AN
ORDINANCE RESCINDING MONTROSE ORDINANCE 2016-02 AND REPEALING AND
REPLACING SECTION 23.02(E) OF THE MONTROSE CITY CODE RELATING TO THE
PARKS AND RECREATION COMMISSION**

WHEREAS, The City Council of the City of Montrose has determined the publication of the title and a summary of "Ordinance 2021-05 – AN ORDINANCE RESCINDING MONTROSE ORDINANCE 2016-02 AND REPEALING AND REPLACING SECTION 23.02(E) OF THE MONTROSE CITY CODE RELATING TO THE PARKS AND RECREATION COMMISSION", finding a summary publication would clearly inform the public of the intent and effect of the Ordinance; and

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Montrose, Minnesota that the title and summary of "Ordinance 2021-05 – AN ORDINANCE RESCINDING MONTROSE ORDINANCE 2016-02 AND REPEALING AND REPLACING SECTION 23.02(E) OF THE MONTROSE CITY CODE RELATING TO THE PARKS AND RECREATION COMMISSION" be published with notice that a printed copy of Ordinance 2021-05 is available in its entirety for inspection by any person during regular office hours at the City Offices.

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

"On October 11, 2021 the Montrose City Council approved the reading of Ordinance 2021-05 "AN ORDINANCE RESCINDING MONTROSE ORDINANCE 2016-02 AND REPEALING AND REPLACING SECTION 23.02(E) OF THE MONTROSE CITY CODE RELATING TO THE PARKS AND RECREATION COMMISSION".

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

Ordinance 2021-05 shall be in full force and effect from and after the date of its passage (October 11, 2021) and this summary publication according to law."

The motion for the adoption of the foregoing Resolution was duly made by _____ and seconded by _____ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted this 11th day of October, 2021.

Robert W. Moynagh III
Mayor
City of Montrose

ATTEST:

Jessica Bonniwell
City Administrator
City of Montrose

BY- LAWS FOR THE PARKS AND RECREATION COMMISSION

CITY OF MONTROSE

ARTICLE I. Name of Commission.

The name of this organization, as established by City Ordinance 23.02 shall be the Montrose Parks and Recreation Commission.

ARTICLE II. Membership.

Section 1. Members shall consist of at least five (5), but no more than seven (7), persons to be appointed by the Mayor upon majority consent of the City Council for staggered terms of three years. Members shall be residents of the city, ~~except those two (2) members of the commission may be residents of a neighboring township if the City Council deems such arrangement more representative.~~ All members must eligible voters in the State of Minnesota. An appointment to fill a vacancy shall be only for the unexpired portion of the term of the vacancy. Each member shall be entitled to one vote.

Section 2. In addition to this membership, there shall be one (1) ex-officio member to be appointed annually from among the City Council members.

Section 3. Attendance shall be required. Missing three (3) consecutive meetings without excuse shall be grounds for dismissal from the commission.

Section 4. ~~Plan and participate in the four (4) Park and Recreation Events including: Halloween Decorating Contest, Winter Decorating Contest, Easter Egg Hunt and Summer Splash is required. Missing multiple events without excuse shall be grounds for dismissal from the commission.~~

ARTICLE III. Officers.

Section 1. The officers of the commission shall consist of a chairperson, vice-chair, and secretary.

Section 2. The chairperson shall preside at all meetings and hearings of the commission and shall have the duties normally conferred by parliamentary procedure on such officer.

Section 3. The vice-chairperson shall perform such duties as may be assigned by the chairperson and shall assume the responsibilities of the chairperson in the absence of the chairperson.

Section 4. The secretary shall keep minutes and records of the commission, and with the assistance of such staff as is available, shall prepare the agenda of regular and special meetings under the direction of the chairperson, provide notice of all meetings to commission members, arrange proper legal notice of hearings, attend to the correspondence of the commission, and other such duties as are normally carried out by a secretary. The secretary shall provide copies of all minutes, agenda, and records for the city offices.

ARTICLE IV. Election of Officers.

Section 1. An annual organization meeting shall be held on the first Thursday in January at 5:30 p.m.

Section 2. Nominations of commission members shall be made from the floor at the annual organizational meeting, and election of the officers specified in Article III, Section 1 shall follow.

Section 3. The commission member nominated receiving a majority vote of the entire membership of the commission shall be declared elected and shall serve for one (1) year.

Section 4. Vacancies of a commission officer position shall be filled by regular election procedures. The election to fill the vacancy shall be only for the unexpired portion of the term of the vacancy.

ARTICLE V. Meetings.

Section 1. Meetings shall be held on the first Thursday of the month at City Hall. In the event of a conflict with holidays, or other events a majority of the commission members may change the date of said future meeting.

Section 2. A quorum shall consist of a majority of the appointed members. Voting shall be by consensus or by roll call, if required by ordinance or law. A record of any necessary roll call vote shall be kept as part of the minutes.

Section 3. Special Meetings may be called by the chairperson or a commission member. The secretary shall notify all commission members of the special meeting not less than three (3) days in advance of said special meeting unless there is an emergency.

Section 4. All meetings or portions of meetings at which official action is taken shall be open to the public.

Section 5. Unless otherwise specified, Robert's Rules of Order shall govern the proceedings at meetings of this commission.

ARTICLE VI. Order of Business.

Section 1. The order of business at regular meetings shall be:

- a. Call to order
- b. Roll call of members
- c. Approval of agenda
- d. Secretary's report and approval of previous meeting minutes
- e. Financial report
- f. Reports of officers, committees, and members
- g. Public hearings
- h. Old business
- i. New business
- j. Announcements
- k. Next meeting place, date, and time
- l. Adjournment

Article VII Hearings.

Section 1. In addition to those required by law, the commission may hold public hearings when it decides that such hearings will be in the public's interest.

Section 2. Notice of the time and place of such hearing shall be published once in the official newspaper of the City at least ten days prior to said hearing.

Section 3. The matter before the commission shall be presented in summary by the chairperson or a member of the commission designated by the chairperson, and parties in interest shall privilege of the floor.

Section 4. A record shall be kept of those speaking before the commission at such hearings.

ARTICLE VIII Amendments.

Section 1. These by-laws may be amended by a consensus vote of the entire membership of the commission.

ADOPTED this date: _____

ATTEST:

(Chairperson)

(Secretary)




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: September 7, 2021
To: Honorable Mayor Moynagh
City Council Members
City of Montrose, Minnesota
From:  Jared Voge, P.E.
City Engineer
Subject: Regional Park – Retaining Wall Seeding
City of Montrose, Minnesota
Project No.: W13.120546

Earlier this summer, Stone's Edge Landscaping constructed a retaining wall at the Regional Park. Following the wall construction, council members, staff, and the property owner adjacent to the wall reviewed the wall construction and grading near the wall. At the August 9, 2021 council meeting, council directed staff to obtain additional information and costs associated with extending the retaining wall and grading/seeding along the existing wooden fence.

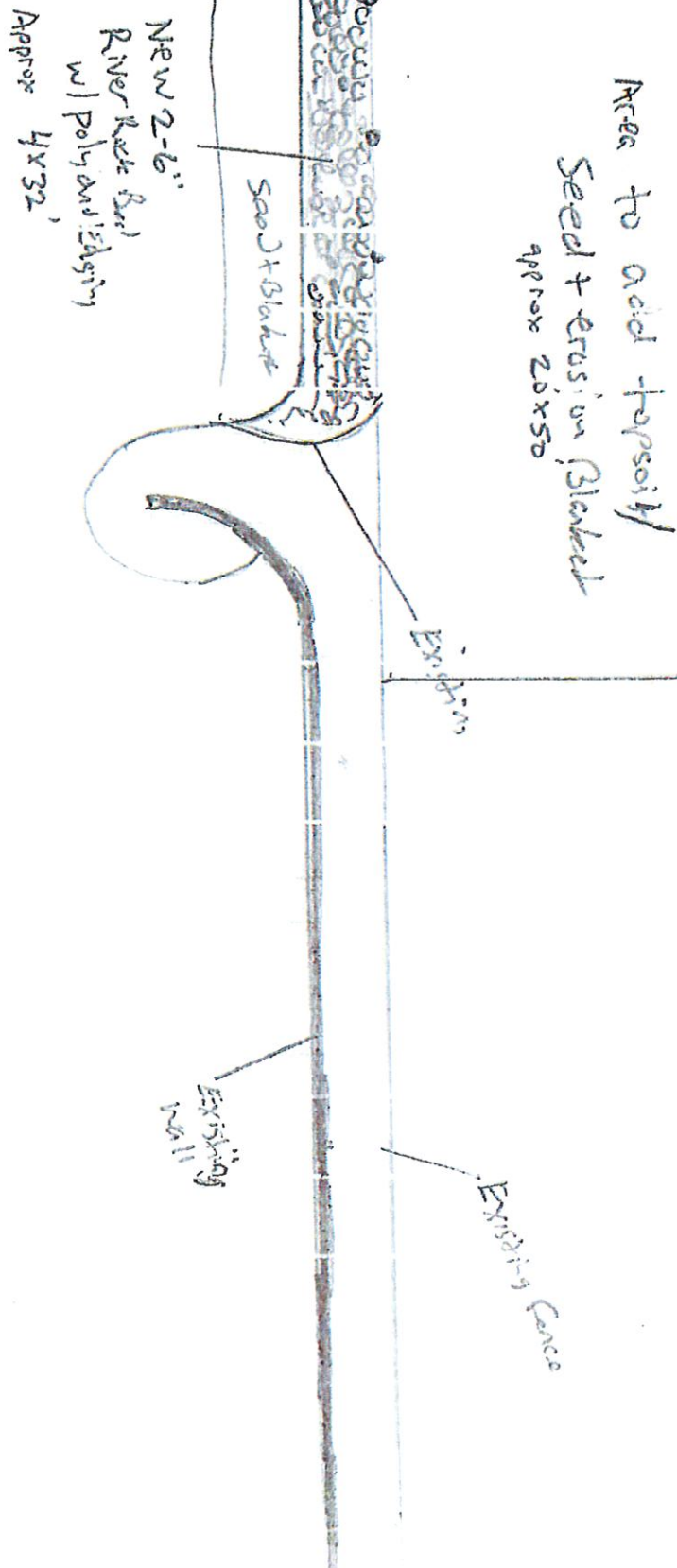
Stone's Edge Landscaping was contacted to provide estimates for extending the retaining wall and completing additional grading and seeding along the fence. Based on the contractor's review of the existing wall, they do not recommend extending the wall. Instead of extending the wall, the contractor has suggested that additional rock and edging be installed north of the wall and topsoil and seeding be completed west of the proposed rock. In addition, they have provided an estimate to complete grading, topsoil, blanket, and seed on the east side of the existing fence where erosion on the adjacent property is evident. Please find attached an estimate for the work along with a diagram illustrating the contractor proposed location of the improvements.

The quote identifies a cost of \$1,500 for the additional rock, edging, grading, topsoil, seed, and blanket near the wall on the city property. The cost associated with additional topsoil, grading, seeding and blanket on the property east of the fence is \$1,350.

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

JV/kp

AXIOM
TRUE TO LIFE
nexus



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

RESOLUTION 2021-32

**RESOLUTION APPROVING THE PURCHASE AGREEMENT AND ACQUISITION OF
CERTAIN PROPERTY LOCATED AT:
101 CENTER AVENUE NORTH, MONTROSE, MN 55363**

WHEREAS, Carroll Rolfzen and Dianne Rolfzen, married to each other (the “Sellers”) are the owners of certain real property located at 101 Center Avenue North in the City of Montrose (the “City”), consisting of two parcels that are described as follows:

PID 112-010-002011, legally described as follows:

The South 85 feet of Lot 1, Block 2, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

AND

PID 112-010-002020, legally described as follows:

Lot 2, Block 2, except the North 85 feet, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

(collectively, the “Property”).

WHEREAS, the Sellers and the City have mutually entered into negotiations with respect to the City’s purchase of the Property; and

WHEREAS, the Sellers have accepted the City’s offer to purchase the Property; and

WHEREAS, the City and the Sellers will enter into a Purchase Agreement (“Agreement”) under which the Sellers will convey the Property to the City; and

WHEREAS, the City finds and determines that the purchase of the Property is in the public interest.

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

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The City hereby approves the Agreement in substantially the form presented to the City, including the acquisition of the Property by the City, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Clerk, provided

that execution of the Agreement by those officials shall be conclusive evidence of their approval.

3. City staff and officials are authorized to take all actions necessary to perform the City's obligations under the Agreement as a whole, including without limitation execution of any documents to which the City is a party referenced in or attached to the Agreement, and other documents necessary for the Sellers to convey the Property to the City, all as described in the Agreement.

Approved this 11th day of October, 2021, by the City Council of the City of Montrose, Minnesota.

CITY OF MONTROSE, MINNESOTA

Robert Moynagh III, Mayor

Attest:

Wendy Manson, City Clerk/Treasurer

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (“Purchase Agreement”) is entered into this ____ day of October, 2021, by and between Carroll Rolfzen and Dianne Rolfzen (“Sellers”), married to each other, and the City of Montrose, Minnesota, a Minnesota municipal corporation (“Buyer”).

2. SALE OF PROPERTY. Sellers are the owners of that certain real estate located at 101 Center Avenue North, Montrose, MN 55363, that consists of two parcels:

PID 112-010-002011, legally described as follows:

The South 85 feet of Lot 1, Block 2, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

AND

PID 112-010-002020, legally described as follows:

Lot 2, Block 2, except the North 85 feet, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

(collectively, the “Property”).

3. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase, and Sellers agree to sell and hereby grant to Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plant, shrubs, trees, and grass.

4. NO PERSONAL PROPERTY INCLUDED IN SALE. There are no items of personal property or fixtures owned by Sellers and currently located on the Property included in the Purchase Price for purposes of this sale.

5. PURCHASE PRICE AND TERMS:

A. PURCHASE PRICE: The total purchase price for the Property is One Hundred Ninety-Five Thousand and No/100ths Dollars (\$195,000.00) (“Purchase Price”). Sellers acknowledge that the Purchase Price includes compensation for Sellers’ moving expenses.

B. EARNEST MONEY: The sum of Five Thousand and No/100th Dollars (\$5,000.00) shall be paid by Buyer to Seller as earnest money (“Earnest Money”) upon or prior to execution of this Purchase Agreement by both parties. The amount paid for Earnest Money by Buyer shall be applied to the Purchase Price at Closing.

C. TERMS:

- (1) **BALANCE DUE SELLERS:** Buyer agrees to pay the Purchase Price, less the Earnest Money to Sellers by certified or cashier's check or wire transfer on the Closing Date ("Closing").
- (2) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Sellers agrees to execute and deliver a Warranty Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:
 - a. Building and zoning laws, ordinances, and state and federal regulations.
 - b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
 - c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property.
 - d. Title defects waived by Buyer pursuant to paragraph 6 below.

6. CONTINGENCIES.

A. Notwithstanding any other provision in this Purchase Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Due Diligence Period hereafter defined in paragraph 8, unless a shorter period is expressly provided herein:

- (1) Title to the Property shall be acceptable to Buyer, in its sole discretion.
- (2) The Property's environmental condition must be acceptable to Buyer, in its sole discretion.
- (3) Buyer shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, storm water/drainage requirement analyses, pre-demolition assessments, and surveys, if any, as Buyer deems necessary at Buyer's expense. The results of the same shall be satisfactory to Buyer in its sole discretion.

B. Buyer shall satisfy or waive the above contingencies on or before the expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, Buyer shall, by giving written notice to Seller, either:

- (1) Terminate this Purchase Agreement if any one or more of the contingencies above have not been satisfied to the satisfaction of Buyer; or

- (2) Waive the contingencies listed above and proceed to Closing.

If Buyer elects to terminate this Purchase Agreement under paragraph (B)(1) above, then, upon Sellers' receipt of Buyer's written notice of termination, Sellers shall return the Earnest Money to Buyer and this Purchase Agreement shall be null and void and neither party shall have any further obligation to the other.

If Buyer elects to waive the contingencies and proceed under paragraph (B)(2) above, the parties shall proceed to Closing as provided in this Purchase Agreement.

7. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.

- A. Warranty Deed free and clear of encumbrances subject only to the exceptions stated in paragraph 5(C)(2)(a), (b), (c), and (d) of this Purchase Agreement.
- B. Standard form Affidavit of Seller.
- C. Well disclosure certificate, if required.
- D. Waiver of Relocation Benefits in the form attached hereto as Exhibit A.
- E. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.

8. CLOSING DATE/DUE DILIGENCE PERIOD. For a period of 30 days after the mutual execution of the Purchase Agreement (the "Due Diligence Period"), Buyer shall have the right, but not the obligation, to conduct an investigation of the Property as described in paragraph 6 (A)(3) and paragraph 15 of this Purchase Agreement. The closing of the sale of the Property shall take place within 30 days of the end of the Due Diligence Period. The closing shall take place at City Hall, 311 Buffalo Avenue South, Montrose, MN 55343 (or at such other location as the parties shall agree).

9. DELIVERY OF DOCUMENTS. Within seven business days of execution of the Purchase Agreement by both parties, Sellers shall have provided Buyer with copies of all relevant material in Sellers' possession relating to the Property, including but not limited to, title reports, soil reports, environmental studies, surveys, environmental reports, agreements with governmental authorities, or other records of the Property that Sellers have in Sellers' possession (collectively, the "Documents").

10. INSPECTION OF PROPERTY. During the Due Diligence Period, Sellers shall allow Buyer and Buyer's agents access to the Property without charge and at all reasonable times for Buyer's inspection of the Property. This includes the right of Buyer and its agents to take soil borings of the Property. Buyer shall pay all costs and expenses of such inspections and any testing carried out in connection therewith and shall hold Sellers and the Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall not damage, encumber, or permit a lien or claim to result from its activities, or alter the Property in any way. Buyer shall not have the

right to do any intrusive testing without the prior written authorization of Sellers. Buyer shall repair and restore any damage to the Property caused by or occurring during Buyer's inspection and testing and return the Property to substantially the same condition as existed prior to such entry. Buyer's obligations under this paragraph shall survive termination of this Agreement.

11. ENVIRONMENTAL INSPECTION. Sellers, prior to vacation of the Property, shall remove all substances that, under state or federal law, must be disposed of at an approved disposal facility. This requirement does not apply to hazardous substances integrated into the building improvements (e.g., asbestos) or soil but applies only to movable equipment, supplies, and materials that are located or stored on the Property. Buyer and Sellers will conduct a joint inspection of the Property at a time to be mutually agreed upon prior to closing for the purpose of identifying materials that must be removed by Sellers.

12. LEAD. Because the dwelling on the Property was constructed prior to 1978, a lead paint addendum accompanies this Purchase Agreement and is attached as Exhibit B.

13. REAL ESTATE TAXES.

- A. Sellers must pay at or prior to Closing all real estate taxes due and payable in 2020 and prior years on the Property, including any delinquent real estate taxes.
- B. Real estate taxes due and payable in 2021 shall be prorated as of the date of Closing between Buyer and Sellers. If the amount of real estate taxes due and payable in 2021 is not available on the date of Closing, the pro-rated taxes will be based on the amount of real estate taxes due and payable in 2020.

14. SPECIAL ASSESSMENTS.

- A. Sellers shall pay on or prior to Closing the balance of all special assessments levied for payment in 2021 and prior years. Buyer shall pay all special assessments pending or levied for payment with real estate taxes payable in 2022.
- B. Sellers shall pay any deferred special assessments, payment of which is required as a result of the sale of the Property.
- C. As of the date of this Purchase Agreement, Sellers have not received a notice of hearing for a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the Property.
- D. Notwithstanding any other provision of this Agreement, Sellers shall at all times be responsible to pay special assessments, if any, for delinquent sewer or water bills, removal of diseased trees prior to the date of this Purchase Agreement, snow removal, or other current services provided to the Property by the assessing authority while Sellers are in possession of the Property.

15. MARKETABILITY OF TITLE. Buyer shall, within a reasonable time after execution of this Purchase Agreement by both parties, obtain a commitment for title insurance or other

evidence satisfactory to Buyer ("Title Evidence") for the Property. Buyer shall have 10 business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to Sellers. Sellers shall have until the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Sellers' expense. In the event that title to the Property cannot be made marketable or is not made marketable by Sellers by the expiration of the Due Diligence Period, then, at the option of Buyer, Buyer may terminate this Purchase Agreement in accordance with paragraph 6 (B)(1) of this Purchase Agreement.

16. CLOSING COSTS AND RELATED ITEMS. Sellers will pay: (a) any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title in Sellers; (b) any deed transfer taxes and conservation fees required to enable Buyer to record its deed from Sellers under this Purchase Agreement; (c) the cost of the title commitment, title search, name searches, and exam fees; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Buyer shall be responsible for the payment of the following costs: (a) recording fees for the deed from Sellers under this Purchase Agreement; (b) the title insurance premium, and endorsements, if any; and (c) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Purchase Agreement. Each party shall be responsible for its own attorneys' fees and costs.

17. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. Sellers disclose that there is **not** an individual sewage treatment system on or serving the Property.

18. WELL DISCLOSURE. Sellers disclose that there is not a well on the Property.

19. SELLERS' WARRANTIES. Sellers warrant that the buildings, if any, are entirely within the boundary lines of the Property. Sellers warrant that there is a right of access to the Property from a public right-of-way. Sellers warrant that there has been no labor or materials furnished to the Property for which payment has not been made. Sellers warrant that there are no present violations of any restrictions relating to the use or improvement of the Property. Sellers represent that Sellers have good and marketable simple title interest to the Property and no consents or approvals from any third parties are required. Sellers represent that there are no tenants or third parties in possession of the Property, or any part thereof; and that there are no leases, oral, or written, affecting the Property or any part thereof. Sellers agree that Sellers will not enter into any lease for the Property after the date of this Purchase Agreement. Sellers agree to pay all charges for sewer, water, electric, gas, rubbish removal, internet, cable/satellite television, and any other utility charges incurred prior to Closing. These warranties shall survive the Closing of this transaction.

20. RELOCATION BENEFITS. Sellers acknowledge that Sellers and Buyer mutually initiated negotiations the transaction contemplated by this Purchase Agreement, and that this transaction is not made under threat of condemnation by Buyer. Sellers agree to waive any and all relocation benefits, assistance and services to which Sellers might otherwise be eligible. Sellers agree to provide to Buyer at closing an executed waiver of relocation benefits in substantially the form of the attached Exhibit A.

21. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

22. ENTIRE AGREEMENT; AMENDMENTS. This Purchase Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment to this Purchase Agreement shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

23. BINDING EFFECT; ASSIGNMENT. This Purchase Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Buyer shall not assign its rights and interest hereunder without notice to Sellers.

24. NOTICE. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

SELLER: Carroll Rolfzen and Dianne Rolfzen
101 Center Avenue North
Montrose, MN 55369

BUYER: City of Montrose
Attn: City Administrator
311 Buffalo Avenue South
Montrose, MN 55363

With a copy to: Kennedy & Graven, Chartered
Attn: Montrose City Attorney
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

25. BROKER COMMISSIONS. Buyer and Sellers each represent and warrant to the other that there is no broker involved in this transaction with whom either has negotiated or to whom the representing party has agreed to pay a broker commission or finder's fee in connection with negotiations for purchase or sale of the Property. Buyer and Sellers agree to indemnify, defend, and hold the other party harmless against any and all claims of brokers, finders, or the like, and against the claims of all third parties, claiming any right to commission or compensation by or through acts of the indemnifying party or its partners, agents, or affiliates in connection with this Purchase Agreement. The indemnifying party's indemnity obligations shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorneys' fees and litigation costs, which may be incurred by the other party.

26. METHAMPHETAMINE DISCLOSURE. To the best of Sellers' knowledge, methamphetamine production has not occurred on the Property.

27. SPECIFIC PERFORMANCE. This Purchase Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of this agreement; the parties reserve all other remedies available at law or in equity.

28. REMOVAL OF FIXTURES AND MATERIALS. Sellers shall have the opportunity to salvage any fixtures or materials from the buildings on the Property provided that the buildings are left secure and provided that removal does not create any hazardous conditions. Any fixtures or materials which remain on the Property after Sellers' occupancy has been terminated shall be deemed to have been abandoned and shall become the exclusive property of Buyer. Sellers assume all risk in undertaking any salvage operations. Sellers shall not permit the attachment of any lien or encumbrance on the Property as a result of this or other work thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLERS

By: _____
Carroll Rolfzen

By: _____
Dianne Rolfzen

BUYER

City of Montrose

By: _____
Robert Moynagh III
Its: Mayor

By: _____
Wendy Manson
Its: City Clerk/Treasurer

EXHIBIT A

WAIVER OF RELOCATION BENEFITS

THIS WAIVER OF RELOCATION BENEFITS AGREEMENT ("Agreement"), dated this _____ day of _____ 2021, is entered into between the City of Montrose, a Minnesota municipal corporation organized under the laws of the State of Minnesota ("Buyer") and **Carroll Rolfzen and Dianne Rolfzen**, married to each other (hereinafter referred to as the "Owners").

I. RECITALS

1.01 The City of Montrose is a municipal corporation organized under the laws of the State of Minnesota, having its principal office at 311 Buffalo Avenue South, in the City of Montrose, County of Wright, Minnesota.

1.02 Owners own property in Montrose, Minnesota identified as 101 Center Avenue North, Montrose, MN 5536, consisting of two separate parcels described in paragraphs 1.02.1 and 1.02.2:

1.02.1 PID 112-010-002011, legally described as follows:

The South 85 feet of Lot 1, Block 2, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

1.02.2 PID 112-010-002020, legally described as follows:

Lot 2, Block 2, except the North 85 feet, Original Plat of Montrose, according to the recorded plat thereof, County of Wright, State of Minnesota.

("collectively, the "Subject Property").

1.03 The City of Montrose has requested to purchase from Owners the Subject Property.

1.04 Pursuant to Minnesota Statutes § 117.521, Owners desire to waive all possible claims that Owners may have for relocation benefits pursuant to Minnesota and federal law.

1.05 City of Montrose has explained to Owners that, but for Owners' waiver herein, Owners may be or are eligible under Minnesota Statutes Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below in paragraph 1.06.

1.06 **Types of relocation benefits Owners may be eligible for:**

Relocation Assistance: Assistance in locating and moving residents to a replacement site, coordination of the move and filing appropriate documents for relocation claim.

Relocation Services: Provide comparable properties for possible replacement sites, transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.

Relocation Payments:	Estimated price differential payment	\$ 53,500.00
	Estimated moving costs	\$ 5,000.00
	Estimated Closing costs	\$ 5,000.00
	Total:	\$ 63,500.00

Relocation Benefits: Relocation benefits would include all of the above. (Assistance, Services, and Payments)

1.07 Owners specifically represent and agree that Owners are entering into this Agreement voluntarily. Owners further agree that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the City of Montrose, explained the contents of this Agreement and relocation guidebook on _____.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owners, for good and valuable consideration provided as part of the **\$195,000.00** paid by the City of Montrose as the purchase price for Subject Property, the receipt and sufficiency of which is hereby acknowledged, hereby waive, release, relinquish, and forfeit forever any other claim that Owners may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes Chapter 117 and other provisions of state and federal law, including any claim for such assistance, services, payments and benefits arising by virtue of Owners holding over on the Subject Property after the closing date by way of a lease. The consideration being received by Owners in return for this waiver is as follows:

The purchase of the Subject Property for the total unallocated sum of \$195,000.00.

- 2.02 Under Minnesota Statutes, Owners may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapters 548 or 677; or Laws 1973, chapters 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapters 462, 458, or 458c. The Subject Property is not situated wholly or in part within a redevelopment district.
- 2.03 Owners and the City of Montrose agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included all payments to which Owners may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments, and benefits of any kind. Prior to and as a condition of closing, Owners are required to sign this Agreement.
- 2.04 The recitals contained in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

[the remainder of this page has been intentionally left blank]

OWNERS:**CITY OF MONTROSE**

By: _____
Carroll Rolfzen

Dated: _____

By: _____
Dianne Rolfzen

Dated: _____

By: _____

Dated: _____

By: _____

Dated: _____

By: _____

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
)
 COUNTY OF WRIGHT) ss.

I, Steven Carlson, being duly sworn, hereby confirm the following:

1. My business address is 1515 East 66th Street, Suite 104, Richfield, MN 55423.
2. I witnessed the execution of the foregoing agreement by the Owners.
3. I was not personally involved in the acquisition of the Subject Property by the City of Montrose from the Owners.
4. I did explain, on behalf of the City of Montrose, the contents of the foregoing Waiver of Relocation Benefits to the Owners. The explanation was conducted in an understandable manner. The Owners appeared to understand the terms and conditions of the foregoing agreement.
5. No express or implied threats of taking the Subject Property by eminent domain were made by the City of Montrose or its representatives to the Owners. Nor, to my knowledge, did the City of Montrose make any other threats or its representative throughout the entire process of acquiring the property that were intended to induce the Owners to waive their relocation assistance or benefits.
6. To the best of my information and belief, the Owners entered into said Agreement voluntarily.

 Witness

Subscribed and sworn to before me
 this _____ day of _____ 2021.

 Notary Public



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: October 6, 2021

To: Honorable Mayor Moynagh and Members of the City Council
City of Montrose, Minnesota

From: Jared Voge, P.E. Justin Kannas, P.E.
City Engineer Assistant City Engineer

Subject: Biosolids Disposal
City of Montrose, Minnesota
BMI Project No.: W13.122220

In 2020, a project was completed with Fergus Power Pump to remove and dewater biosolids from the sludge storage tank located at the Wastewater Treatment Facility. Biosolids are currently dewatered to approximately 34 percent solids and contained on-site in large dewatering bags. Biosolids are sometimes applied to farm fields; however, due to the age these biosolids have little to no nutrient value for agricultural land application and will therefore need to be landfilled.

Pricing for disposal was solicited from Fergus Power Pump, Northern Lines Contracting, and MBE Trucking. Quotes were compared based on an estimated quantity of 600 dry tons of biosolids removal. The bids include removal of the dewatering bags and liners, loading, transportation and landfill disposal fees. The City will be responsible for any additional testing required for landfill approval and site restoration/reseeding.

Below is a summary of the quotes received:

Northern Lines Contracting	\$62,000
Fergus Power Pump	\$78,200
MBE Trucking	no bid

I recommend that the City Council approve proceeding with the low quote from Northern Lines Contracting for removal and disposal of the dewatered biosolids at the VONCO facility in Becker, Minnesota at an estimated cost of \$62,000. Actual contract values will be calculated on a per ton basis utilizing landfill records to determine actual tonnage.

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

JAV/lt



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: October 6, 2021

To: Honorable Mayor Moynagh and Members of the City Council
City of Montrose, Minnesota

From: Jared Voge, P.E. Justin Kannas, P.E.
City Engineer Assistant City Engineer

Subject: Autumn Winds Development
City of Montrose, Minnesota
BMI Project No.: W13.125654

John Vosika is the owner of 80 acres of property located west of County Road 110 and immediately south of The Preserve of Montrose subdivision. John has approached the City with a desire to develop this property as a single-family residential subdivision. The property is currently located within City limits and is zoned R-1. A preliminary plat was approved by the City of Montrose in 2006 but has since expired.

John has asked that the City Engineer perform the platting and design work for this project. All costs incurred by the City would be fully reimbursed by the property owner monthly. An escrow would be provided to the City by the property owner as financial security that the City receives full reimbursement for all costs incurred. The attached Escrow Agreement has been drafted by the City Attorney and has been accepted by the property owner. The agreement does not imply City approvals of any future land use applications.

I would recommend that the City Council approve the attached agreement. The property owner has indicated a desire to begin platting and design work immediately following approval of the Escrow Agreement.

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

JAV/jk

CITY OF MONTROSE ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into as of the date indicated below by and between the City of Montrose, a Minnesota municipal corporation ("City"), and Autumn Winds, LLC, a Minnesota limited liability company (collectively, the "Applicant"). The parties hereto have entered into this Agreement effective as of the 10/4/2021 day of October, 2021.

Recitals

- A. The Applicant intends to undertake a project, entitled Autumn Winds (the "Project"), that will require the submission of one or more applications to the City including, without limitation, applications for site plan, and preliminary and final plat (subdivision).
- B. In conjunction with the Project, the City's engineering consultant will be providing certain pre-construction design services (plat, storm water management, grading, street, utility) for the City related to the Project and other pre-construction review may be necessary from the City's planning, engineering, and/or legal consultants related directly to Project for which the City will incur costs ("Professional Costs").
- C. In order to facilitate the review and work by the City and its consultants, the parties desire to enter into this Agreement to provide for an escrow account to establish a fund from which the City can reimburse itself for the actual Professional Costs it incurs related to pre-construction services for the Project.

Agreement

The parties to this Agreement hereby agree as follows:

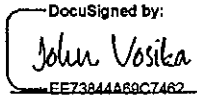
- 1. Escrow. The Applicant agrees to fully reimburse the City for the Professional Costs the City incurs related to the Project. To secure the payment of those costs, the Applicant shall, within five business days from the effective date of this Agreement, remit payment to the City in the amount of \$75,000.00, which the City will deposit into a non-interest-bearing account ("Escrow"). The City will deduct from the Escrow the City's incurred Professional costs on a monthly basis or as frequently as the parties mutually agree. The City's authority to reimburse itself for its costs from the Escrow is not dependent on, or limited by, any changes the Applicant may make to the Project or by the Applicant not following through with the Project. The Escrow provided under this Agreement does not necessarily replace any portion of the escrow amount the Applicant may be required to provide at the time of entering into a development agreement with the City, although the City may separately agree to allow the unused portion of the Escrow to offset a portion of any escrow required to be submitted with a development agreement.
- 2. Additional Escrow. If the Escrow reaches a level below \$25,000.00, the City will notify the Applicant that an additional \$25,000.00 must be deposited with the City within 5 business days before it will authorize its consultants to continue work on matters associated with the Project. If the Applicant fails to provide the required additional amount(s), or for any reason fails to fully reimburse the City for its Professional Costs, the Applicant expressly agrees that any such unreimbursed amount constitutes a service charge the City may collect pursuant to

Minn. Stat. § 366.012 by way of Minn. Stat. § 415.01 by certifying the unreimbursed amount, and any collection costs, to the county auditor in any county in the state in which the Applicant owns property for collection together with the taxes imposed on the property. The City may also exercise any other authority available to it under law to recover its unreimbursed Professional Costs from the Applicant.

3. Return of Escrow. After the preliminary plat for the Project is approved, or upon written notice by the Applicant to the City that it will not be pursuing the Project and requests a return of the remaining Escrow, the City will return any remaining portion of the Escrow to the Applicant, without interest, within 30 days after completing all payments to its consultants related to the Project. The Applicant understands that the consultants' billing cycle may result in a bill not being received, processed, and paid by the City for up to two months or more after the work was performed. Upon request by the Applicant, the City shall provide the Applicant a list of each amount deducted from the Escrow.
4. No Obligation. The City entering into this Agreement does not obligate it to provide any particular level or timing of service, either directly or through its consultants, and such services shall in no way give rise to any guarantees or warranties. Furthermore, by entering into this Agreement, the City is not expressly or implicitly agreeing to any proposals or land use requests which the Applicant may submit to the City, whether related to the Project or otherwise. Any such proposals and requests will need to be processed and acted on in accordance with the City's established procedures.
5. No Joint Venture. Nothing herein constitutes the creation of a joint venture or joint undertaking between the City and the Applicant. This Agreement is simply providing a means for reimbursing the City its Professional Costs incurred related to pre-construction professional services for the Project. Furthermore, nothing herein shall constitute, or be construed as constituting, a waiver of any limitation on, or exemption from, liability available to the City under Minn. Stat. Chap. 466 or other law.

APPLICANT:

AUTUMN WINDS, LLC

By: 
DocuSigned by: EE73844A69C7462
 Its: Chief Manager, John vosika

CITY:

By: _____
 Robert Moynagh III, Mayor

By: _____
 Wendy Manson, City Clerk