

CITY COUNCIL AGENDA SPECIAL MEETING (Rescheduled Regular Meeting)

Monday, May 22, 2023 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 Cathy Jones House of Grace Church
- 4. PLEDGE OF ALLEGIANCE
- 5. APPROVAL OF AGENDA
- 6. APPROVAL OF CONSENT AGENDA
 - A. Minutes
 - 1. April 10, 2023 Regular City Council Meeting prepared by J. Bonniwell
 - 2. April 10, 2023 City Council Workshop Meeting prepared by J. Bonniwell
 - 3. April 17, 2023 City Council Workshop Meeting prepared by J. Bonniwell
 - B. Accounts Payable
 - 1. City, May 22, 2023 prepared by M. Sommerfeld
 - 2. Fire Department, May 22, 2023 prepared by M. Sommerfeld

- C. Monthly Utility Adjustments, April 2023 prepared by C. Gerard
- **D.** Resolution 2023-08 Accepting Donations

7. WRIGHT COUNTY SHERIFF'S OFFICE

A. April, 2023 Monthly Report and Hours Report

8. <u>REPORTS AND RECOMMENDATIONS OF THE CITY DEPARTMENTS, CONSULTANTS, COMMISSIONS, AND COMMITTEES</u>

- A. City Council
 - 1. Monthly Activity Report
- B. Montrose Fire Department
 - 1. April, 2023 Activity Report
 - 2. Authorize purchase of new firefighting gear for two firefighters Cost will be around \$6,000.00 and obtaining grant money will be attempted
 - 3. Thank-you letter received from Janie Holter and John Pususta
 - 4. Resolution 2023-09- Accepting Donations
- C. Emergency Management
 - 1. Authorize security upgrade to city buildings/infrastructure through Russell's Security out of Buffalo Cost not to exceed \$110,000.00 and will be paid out of ARPA Funds
 - 2. Authorize construction of fence around new Generator/AC units at the Community Center Cost not to exceed \$3,700.00 and will be paid out of ARPA Funds
- D. Economic Development Authority
 - 1. May 16, 2023 Economic Development Authority Meeting Minutes
- E. Planning and Zoning
 - 1. April 12, 2023 Planning and Zoning Meeting Minutes
 - 2. Planning & Zoning Recommendation for Chicken Ordinance
 - 3. Grittman Consulting Contract for Services
- F. City Engineer
 - 1. Assessments for 2021 Road Improvement Project
 - 2. Updates
- G. Park and Recreation
 - 1. April 13, 2023 Park and Recreation Meeting Minutes
 - 2. Prairie Restorations Quote for Seeding at Regional Park
 - 3. Commission Position Appointments:

Chair - Toby Nelson

Vice Chair – Joshua Swanson

- H. Public Works
 - 1. Quote for Concrete Work
 - 2. Quote for Water Tower Cleaning
 - 3. Wastewater Award Recognition

9. OLD BUSINESS

A. No Old Business

10. NEW BUSINESS

- A. Northridge 6th Addition Developer Agreement Amendment
- **B.** Resolution 2023-10 A Resolution Authorizing the Adoption of the Wright County All-Hazard Mitigation Plan
- C. Signs for Breckenridge Lane and White Tail Lane
- D. Abdo Proposal for Long-Term-Planning/Capital Improvement Plan

11. OPEN FORUM

12. UPCOMING MEETINGS

- A. Planning and Zoning Meeting with Public Hearing to Consider Ordinance Change for Food Truck Parking Rescheduled to Wednesday, May 24, 2023 at 7:00 p.m. at the Montrose Community Center
- B. City Council Workshop CANCELLED for May 29, 2023
- C. Park and Recreation Meeting Thursday, June 8, 2023 at 6:30 p.m. in the Montrose City Hall Conference Room
- D. Regular City Council Meeting Monday, June 12, 2023 at 7:00 p.m. at the Montrose Community Center
- E. Planning and Zoning Meeting Wednesday, June 14, 2023 at 7:00 p.m. at the Montrose Community Center
- F. Economic Development Authority Meeting Tuesday, June 20, 2023 at 12:00 p.m. in the Montrose City Hall Conference Room

13. ACKNOWLEDGEMENTS

14. ADJOURNMENT

City of Montrose Regular City Council Meeting Montrose Community Center 200 Center Avenue South Monday, April 10, 2023 7:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met in Regular Session on Monday, April 10, 2023 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 Sam Solarz Council Member David Paradeise Council Member Nicole Andreoff

Absent:

Council Member Michelle Otto

Staff Present: Ms. Jessica Bonniwell, City Administrator

Mr. Dan Remer, Public Works Director

Mr. Michael Sommerfeld, City Clerk/Treasurer

Mr. Joseph Sathe, City Attorney Mr. Jared Voge, City Engineer Ms. Jennifer Selchow, City Engineer

3. INVOCATION

A. No Invocation was given

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 April 10, 2023 City Council Agenda as presented. Council Member Solarz seconded the motion. Motion carried 4-0.

6. APPROVAL OF THE CONSENT AGENDA

A. Minutes

- 1. Accepted the minutes of the March 13, 2023 Regular City Council Meeting
- 2. Accepted the minutes of the March 27, 2023 City Council Workshop Meeting

B. Accounts Payable

- 1. Approved the April 10, 2023 Accounts Payable for the City of Montrose
- 2. Approved the April 10, 2023 Accounts Payable for the Montrose Fire Department
- C. Approved the Monthly Utility Adjustments for March 2023
- **D.** Resolution 2023-06 A Resolution Accepting Donations
- E. Approve Elected Officials Rules and Procedures and Code of Conduct
- F. Approved the following Meeting Changes:
 - 1. Regular City Council Meeting, scheduled for Monday, May 8, 2023 at 7:00 p.m. to be cancelled
 - 2. Planning and Zoning Meeting, scheduled for Wednesday, May 10, 2023 at 7:00 p.m. to be cancelled and rescheduled for Wednesday, May 24, 2023 at 7:00 p.m.
 - 3. Special City Council Meeting to be scheduled for Monday, May 22, 2023 at 7:00 p.m.
- G. Approved City Hall to close between 12:00 p.m. 1:00 p.m. the week of May 8-11 (Monday Thursday) for lunch due to staff shortage this week
- H. Approved City Hall to close on July 3, 2023 Employees to use PTO for that day

Council Member Solarz motioned to approve the April 10, 2023 Consent Agenda as presented. Council Member Paradeise seconded the motion. Motion carried 4-0

7. 2022 AUDIT REPORT - ABDO

A. Abdo Audit Report

The auditor, Mr. Andy Berg, stated that the City Council was presented with the audit findings of an unmodified opinion and two internal control findings that are common in smaller cities. Mr. Berg asked the Council and public if they had any comments or questions. Mayor Moynagh asked if the city was in good financial standing for future projects and Mr. Berg said that yes the city is in good financial standing with a healthy general fund balance.

Mayor Moynagh motioned to approve the 2022 Financial Audit. Council Member Solarz seconded the motion. Motion carried 4-0.

8. WRIGHT COUNTY SHERIFF'S OFFICE

A. March, 2023 Monthly Report presented in packet.

Nobody was present from Wright County Sheriff's Office. Mayor Moynagh asked Sergeant Triplett if there are any crime patterns the council or residents should be aware of. Sergeant Triplett stated that there are no obvious crime patterns that residents should be concerned about, but with the warmer weather car thefts tend to start rising. Sergeant Triplett reminded everyone to make sure they are locking their car doors and removing valuables and garage door openers.

9. PUBLIC HEARING - WASTE WATER TREATMENT FACILITY PLAN

A. Wastewater Treatment Facility Plan

Mayor Moynagh motioned to close the City Council Meeting and open the Public Hearing at 7:05 p.m. Council Member Solarz seconded the motion. Motion carried 4-0.

Ms. Jennifer Selchow gave a presentation on the Wastewater Treatment Facility Plan stating that this public hearing is part of the process to secure approval and funding for the project. Ms. Selchow stated that the engineers are recommending regionalization as the best and most cost-effective option and to partner with the City of Buffalo, if they are agreeable, to build a force main to the Buffalo Wastewater Treatment Plant. Council Member Solarz asked if Buffalo has the capacity to take the wastewater from Montrose and potentially Waverly as well. Ms. Selchow said she did not have the exact figure for their current flows, but Buffalo is operating under capacity currently and does have the capacity for regionalization. Ms. Selchow stated that the estimated capital cost for regionalization would be around \$7.8M - \$10.6M as opposed to \$22.3M-\$30.2M if the city were to build their own extended aeration wastewater treatment facility. Ms. Selchow stated that if the city were to build their own facility, moving from a "B" level plant to an "A" level plant would incur at least \$25,000 per year in additional testing costs each year.

Mayor Moynagh asked for any additional comments from council, staff or residents three times.

Mayor Moynagh motioned to close the Public Hearing and open the City Council Meeting at 7:16 p.m. Council Member Solarz seconded the motion. Motion carried 4-0.

B. Resolution 2023-07 - A Resolution Receiving and Accepting the Facility Plan

Mayor Moynagh motioned to approve Resolution 2023-07 – A Resolution Receiving and Accepting the Facility Plan. Council Member Paradeise seconded the motion. Motion carried 4-0.

10. REQUEST FOR COUNCIL ACTION

A. Dawn Clark - 111 Hill Street

Ms. Clark submitted a request for council action which stated the following: "It has recently been brought to our attention that a complaint regarding my state licensed and approved food trailer (Pep Island) has been submitted to the City of Montrose. Neither the details or exact nature of the complaint are yet known by us. In light of this I would like to formally request sufficient speaking time at the April 10, 2023 City Council Meeting to respectfully address any and all complaints and or concerns regarding the Pep Island food trailer."

Ms. Clark stated that she recently, within the last year, opened a food truck called Pep Island and currently has the food trailer parked in her driveway at her residence. Ms. Clark stated someone from the city came to her residence to inspect the vehicle as a complaint was received and would like to address any complaints on her property and food trailer. Mr. Sathe, the City Attorney, stated what the current process was for complaints and staff follow up just for reference. Ms. Bonniwell stated that the complaint was that her commercial food trailer was parked in a residential zoned area. Mr. Sathe stated that the City Code currently states rules regarding parking, however does not specifically address the parking of food truck/trailer type vehicles and enforcement of this would be difficult. Mr. Sathe suggested to Council to put some clarifying language in the City Code regarding the parking of food trailer vehicles and the like to either allow or not allow this type of vehicle to park in a residential area. Ms. Bonniwell stated that one issue that will need to be corrected by the property owner is making sure their food truck and attached hauling vehicle are not parked across the sidewalk and into the street. Ms. Clark said they will make sure this does not happen going forward and will correct that issue and make sure it is parked in their driveway. Ms. Clark stated that if they have to find another place to park their food truck, it could be enough to put them out of business since they are a small business. Mayor Moynagh asked if the resident serves food out of the truck on the property and Ms. Clark said absolutely not per their business and food licenses. Council Member Paradeise asked if it would be helpful if something was added to the ordinance something to allow the food truck to be able to prep their food in the residential area. Ms. Clark said that might be helpful because state statute requires all food prep to be done within the food truck, and being able to complete that when parked in the driveway would be convenient.

Mayor Moynagh motioned to direct staff to edit and clarify the City Zoning Code to allow the parking of food truck and trailer vehicles on private residential property. Council Member Solarz seconded the motion. Motion carried 4-0.

11. 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. March, 2023 Activity Report

Fire Chief Triplett stated the council packet included the March activity report and there was not much of note to report except the house burn that was done on city property that was good practice for the department and congratulating Joey Theis for completing his Firefighter I training.

2. Accept Resignation of Diane Holman Effective 03/20/2023 – Diane Served for 3 years, 3 months, and 1 day.

Council Member Paradeise motioned to accept the resignation of Diane Holman Effective 03/20/2023. Council Member Solarz seconded the motion. Motion carried 4-0.

3. Authorize submittal of 2024 MN DNR Volunteer Fire Assistance Grants – 50/50 Matching Grant up to \$5,000 (\$2,500 is the city share).

Mayor Moynagh motioned to authorize the submittal of the 2024 MN DNR Volunteer Fire Assistance Grant. Council Member Andreoff seconded the motion. Motion carried 4-0.

C. City Engineer

1. Pavement Management Plan Recommendations

Mr. Voge stated that the city staff, along with the engineers have been reviewing the 2020 pavement management plan, which would include completing a mill and overlay on Clementa Ave SW. Mr. Voge stated staff would also recommend including several streets that are along 1st St N to also be milled and overlaid in 2023 – these streets would include: Garner Circle, Hill Street, Hogan Circle, Hogan Drive, and Garfield Ave N. Mr. Voge stated the smaller streets off of 1st N are not slated to be done for a few years, but would make sense to do them now since the main artery road in the area is being completed this year. Mr. Voge stated that these roads would not be included in the existing project and would have to be put out for bids as a separate project.

Mayor Moynagh motioned to approve the mill and overlay on the following streets: Clementa Ave SW, Hill Street, Hogan Drive, Hogan Circle, Garner Circle and Garfield Avenue North and authorize Bolton and Menk to go out for bids. Council Member Solarz seconded the motion. Motion carried 4-0.

2. Assessments for 2021 Road Improvement Project

Mr. Voge stated this agenda item is related to the 2021 Downtown Improvement Project and gave a brief overview of the project timeline so far. Mr. Voge went on to say that the process follows MN § 429 requirements. These requirements are related to assessments, and if council chooses to do so, are able to do assessments on each property within the project area. Mr. Voge stated that whatever council chooses to do may impact future projects as far as assessments. Mayor Moynagh stated that he is generally not in favor of assessments, which was echoed by Council Member Andreoff and Council Member Solarz. Council Member Paradeise stated that nobody likes assessments, but this would be setting precedent going forward for the city. Ms. Bonniwell stated that there are other cities that do not do assessments and the funds for projects come out of the general tax levy, but that deciding not to do assessments. Council would like to see what those amounts would look like depending on a partial or full assessment for property owners. Ms. Bonniwell asked how much staff time Council would like to see devoted to this if council does not want to assess. Ms. Bonniwell stated there would be many layers of assessment possibilities depending on what council wants to do. Mayor Moyangh stated he would like to table this discussion to the May 22, 2023 City Council meeting so that full Council can weigh in on this issue.

D. Park and Recreation

1. March 9, 2023 Park and Recreation Meeting Minutes

Mr. Duane Isle summarized the March 9, 2023 Park and Recreation Meeting Minutes. Mr. Isle stated the Egg Hunt was a success. Mayor Moynagh thanked them for all their hard work and getting the event together and running it successfully. Mr. Isle stated the event did block the entrance to the Fire Department and this will be taken into consideration in the future and would hope to not have as much snow on the ground at future events so the commission would be able to use the park and not the parking lot. Mr. Isle gave a brief overview of the upcoming April 13, 2023 meeting with special guest speakers. Mr. Isle stated that the Park and Recreation Commission received a donation for \$1,835.00 from DAYHA/Graceful Giving thanks to Ms. Gerard submitting the request on behalf of the commission to help pay for the installation of the swing sets that will be installed this year. Mr. Isle reminded everyone in attendance that April 22, 2023 is Earth Day and encouraged everyone to get out and pick up trash or plant a tree in honor of Earth Day.

E. Public Works

1. Compost Site Hiring for 2023

Mr. Remer asked Council for authorization to hire Mr. John Peterson to run the compost site again this year for an amount of \$17.00 per hour, which was the same wage as last year.

Council Member Paradeise motioned to approve the hiring of John Peterson for seasonal work at the Compost Site for \$17.00 per hour. Council Member Solarz seconded the motion. Motion carried 4-0.

2. Seasonal Help Hiring for 2023

Mr. Remer stated that staff has gone through the applications received for seasonal summer help and would like approval to hire the two that were chosen after reviewing applications and conducting phone and in-person interviews. Mr. Remer asked for authorization to hire two summer helpers – Aaron Duske and Spencer Peterson at \$20.00 per hour.

Council Member Paradeise motioned to approve the hiring of Aaron Duske and Spencer Peterson for seasonal work at \$20.00 per hour. Council Member Andreoff seconded the motion. Motion carried 4-0.

3. Lawn Mower Bids

Mr. Remer stated that there were three quotes included in the packet for City Council consideration for approval to upgrade one of the mowers. John Deere will pay the city \$8,000.00 in trade-in value for the mower public works wants to trade in. Mr. Remer stated that staff would recommend the quote for \$43,150.00 which includes a "ComfortCab" on the mower to hopefully be used in the future for snow removal with a blower attachment. Mr. Remer stated this mower expense was not specifically budgeted for, but is needed and staff is asking council to approve the expense. Mr. Sommerfeld stated that the money is available in other areas that could be transferred via a budget amendment since we are not hiring a contractor for mowing which staff did budget some money for that service. Mr. Sommerfeld stated that Mr. Remer is asking for the more expensive option which would allow for the cab and would be a bit out of the range of the budget, but could still be amended and approved by council since the choice with the cab is the way to go. Mr. Sommerfeld said that the middle option, of \$29,850.00 for a 2022 John Deere 1580 TerrainCut Commercial Front mower would also require a budget amendment, but is within the budgeted amount for public works in general. Mayor Moynagh stated that he can see the need for the mower with the cab, the more expensive option at \$43,150.00, but with it being so far out of budgeted amounts, he would have a hard time approving that more expensive option and would be more willing to approve the middle option for \$29,850.00. Council Member Solarz asked about the condition of the other mowers we have and if those would also be up for replacement in the next year or two and staff and council could put the more expensive option in as a budget item for next year or the year after. Mr. Remer stated the other mowers we have are in fairly good shape and were purchased new only two years ago. Mayor Moynagh stated he would like to budget for replacement of one of those mowers in the next couple years to get a 4x4 mower with a cab at that time. Mr. Sommerfeld recommended opting for the more expensive \$43,150.00 option in line with Mr. Remer in order to set the city up in a better position for the future and have a vehicle that could be also used in the winter for snow removal may be a valuable asset. Council Member Paradeise stated he agreed with purchasing the \$43,150.00 option in thinking about future needs of the city.

Mayor Moynagh motioned to approve the purchase of a 2022 John Deere 1580 TerrainCut Commercial Front Mower for \$29,850.00. Council Member Andreoff seconded the motion. Motion carried 4-0.

12. OLD BUSINESS

A. No Old Business

13. NEW BUSINESS

A. Open Forum Form Change Approval

Ms. Bonniwell stated that staff and Council discussed the open forum process at a recent City Council Workshop. Ms. Bonniwell made the requested change for the form which states that if a resident would like to speak on a current agenda item, they will be called to speak when that agenda item comes up in the course of the meeting and will not have to wait until the Open Forum agenda item.

Mayor Moynagh motioned to approve the Open Forum Form Change. Council Member Solarz seconded the motion. Motion carried 4-0.

14. OPEN FORUM

A. No Open Forum Requests

15. UPCOMING MEETINGS

- A. Planning and Zoning Meeting with Public Hearing to Consider Allowing Chickens Wednesday, April 12, 2023 at 7:00 p.m. at the Montrose Community Center
- B. Park and Recreation Meeting Thursday, April 13, 2023 at 6:30 p.m. in the Montrose City Hall Conference Room
- C. Economic Development Authority Meeting Tuesday, April 18, 2023 at 12:00 p.m. in the Montrose City Hall Conference Room
- D. Regular City Council Meeting CANCELLED
- E. Planning and Zoning Meeting RESCHEDULED for Wednesday, May 24, 2023 at 7:00 p.m. at the Montrose Community Center
- F. Special City Council Meeting Monday, May 22, 2023 at 7:00 p.m. at the Montrose Community Center

16. ACKNOWLEDGEMENTS

Council Member Paradeise acknowledged Firefighter Diane Holman for her years of service on the Montrose Fire Department.

Mayor Moynagh acknowledged the Park and Recreation Commission for their work on the Egg Hunt and reminded people to lock their doors as recommended by Wright County.

Council Member Solarz acknowledged Public Works for all of their efforts on snow removal over the winter.

Mr. Remer also acknowledged Public Works for all of their tireless efforts over the course of the winter for snow and ice removal on the streets and sidewalks.

17. ADJOURNMENT

Council Member Andreoff motioned to adjourn the Regular City Council Meeting at 8:24 p.m. Council Member Solarz seconded the motion. Motion carried 4-0.

| ATTEST: | | |
|--------------------|---|--|
| Jessica Bonniwell | | |
| City Administrator | | |
| City of Montrose | | |
| | Jessica Bonniwell City Administrator | |

City of Montrose City Council Workshop Montrose City Hall 311 Buffalo Avenue South Monday, April 10, 2023 6:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met for a City Council Workshop on Monday, April 10, 2023 at 6:00 p.m.

Mayor Moynagh called the Workshop to order at 6:00 p.m.

2. PRESENT AT THE MEETING

Present: I

Mayor Robert Moynagh III Council Member Sam Solarz Council Member Nicole Andreoff Council Member David Paradeise

Absent:

Council Member Michelle Otto

Staff Present:

Jessica Bonniwell – City Administrator

Dan Remer – Public Works Director Michael Sommerfeld – City Clerk/Treasurer Andy Berg – Abdo Financial Solutions/Auditor

3. BUSINESS

a. 2022 Financial Statement and Audit Presentation

The auditor, Andy Berg, reviewed the Audit Presentation that was included in the workshop packet for the meeting and summarized the findings for the audit of fiscal year 2022. Mr. Berg stated that the auditor's opinion was unmodified and there were two internal control findings that are similar to other years as well as other smaller cities. The two internal control findings are considered significant deficiencies in the areas of preparation of financial statements and the limited segregation of duties. Mr. Berg stated there were no instances of noncompliance with the Minnesota Legal Compliance checks that were performed. Mr. Berg stated that the city's current general fund is sitting at about 152.2% of the next year's budget, which puts the city at a good financial standing. Mr. Berg summarized and discussed the findings in the audit presentation and asked for questions.

4. ADJOURNMENT

Mayor Moynagh adjourned the City Council Workshop at 6:21 p.m.

| | ATTEST: | |
|---|---|--|
| Robert 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, April 17, 2023 6:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose City Council met for a City Council Workshop on Monday, April 17, 2023 at 4:00 p.m.

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

PRESENT AT THE MEETING 2.

Mayor Robert Moynagh III Present:

> Council Member Sam Solarz Council Member Nicole Andreoff Council Member David Paradeise Council Member Michelle Otto

Staff Present: Jessica Bonniwell - City Administrator

Dan Remer - Public Works Director

Michael Sommerfeld - City Clerk/Treasurer

Lieutenant Jeremy Wirkkula - Wright County Lieutenant

BUSINESS 3.

a. Wright County Annual Report

Lt. Wirkkula presented the Wright County Annual Report for 2022. Lt. Wirkkula stated there were 2,209 calls for service which led to 1,192 that turned into a case report. Lt. Wirkkula went through the rest of the information that was included in the report, which was mostly statistics for crime categories and trends across the county. Council Member Otto asked when Montrose might be required to increase their hours of service for Wright County. Lt. Wirkkula stated that he is not 100% sure, but it would likely not be this or next year for that requirement and will depend on their staffing levels and available deputies. Lt. Wirkkula mentioned the possible legalization of recreational marijuana, which will make the deputy's jobs difficult to prove impairment and discourage people from driving while under the influence. Lt. Wirkkula stated that it is difficult because marijuana does not have the same standards as other drugs and it can be found in the person's system, but will be on the police to prove impairment. Council Member Paradeise asked about the impact, if any, that the fentanyl problem is causing to Wright County. Lt. Wirkkula said this is a scary drug and all officers carry Narcan and do not handle the substance if they can help it so there is a lower risk the officers would come in contact with the drug directly.

b. Capital Improvement Plan Discussion

The city staff and council went through the outdated 2017 Capital Improvement Plan (CIP) to see if items were still applicable and discussed items they would like to still see addressed. It was discussed that this is just the first step in the CIP process and staff is hoping to have Council approve working with Abdo on completing a long-term plan complete with budget projections to assist with planning for the city's future.

c. Grittman Consulting Discussion

Ms. Bonniwell stated that the received the contract for services from Mr. Grittman, who is the city's current Planner. Mr. Grittman will be leaving the company he is with, Northwest Associated Consultants, to have a solo business and will be retaining a handful of city accounts. If council is agreeable to the terms of the contract, they will have to decide if they want to pay Mr. Grittman a monthly retainer fee, or pay hourly for

his services. Council Members asked Ms. Bonniwell to let them know the average amount spend on planning services for the past couple years so they can determine which option would make more sense economically as they would like to keep Mr. Grittman as the staff Planner. Ms. Bonniwell stated she would get that information to them before the next council meeting on May 22nd.

d. Girl Scout Contract Discussion

Discussion regarding the existing Girl Scout Contract was had and whether or not the council was in agreement with the proposed contract amendment completed by the City Attorney. City Council had mixed reactions to the contract amendment with some thinking it would be necessary, and others thinking it is not necessary and the groups should just cooperate to use the city building. City Council directed staff to reach out to the Girl Scout troop to see if they would be willing to sign off on a termination of the current contract so that no contract on that city building would exist. Ms. Bonniwell stated that staff would follow up on a termination of contract.

4. ADJOURNMENT

Mayor Moynagh adjourned the City Council Workshop at 5:43 p.m.

| Robert Moynagh III | |
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| Mayor | |
| City of Montrose | |
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| ATTEST: | |
| ATTEGT. | |
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| | |
| In a single Department | |
| Jessica Bonniwell | |
| City Administrator | |
| City of Montrose | |

ACCOUNTS PAYABLE LIST

May 22, 2023

| Payroll | 04/18/23 Payroll | 16480.28 |
|--------------------------|-----------------------------|----------|
| Payroll | 05/01/23 Payroll | 15725.53 |
| Payroll | 05/16/23 Payroll | 16750.22 |
| IRS-Federal Tax Payment | 04/18/23 FED/FICA Tax | 5757.24 |
| IRS-Federal Tax Payment | 05/01/23 FED/FICA Tax | 5399.92 |
| IRS-Federal Tax Payment | 05/16/23 FED/FICA Tax | 5757.82 |
| MN Dept. of Revenue | 04/18/23 State Withholding | 1122.28 |
| MN Dept. of Revenue | 05/01/23 State Withholding | 1047.67 |
| MN Dept. of Revenue | 05/16/23 State Withholding | 1115.57 |
| PERA | 04/18/23 Payroll | 3330.40 |
| PERA | 05/01/23 Payroll | 3169.73 |
| PERA | 05/16/23 Payroll | 3315.65 |
| *Ameritas Life Ins. | Apr, May Emp. Optical Ins. | 98.90 |
| MN Dept. of Revenue | April Sales Tax | 70.00 |
| Payment Service Network | Apr. PSN/ACH Fees | 1205.35 |
| Acme Tools | Pressure Washer Reel | 189.00 |
| Adam's Pest Control | CH Pest Control | 88.58 |
| *AFSCME #65 | April Union Dues | 120.40 |
| Aramark | Uniforms/Floor Mats | 537.20 |
| Badger Meter | Apr. Hosting | 165.59 |
| *Bolton & Menk | Engineering Services | 1331.00 |
| Cardmember Services | Council Trg. Travel Expense | 317.42 |
| Cardmember Services | LMC Training | 20.00 |
| Cardmember Services | Software Subscription | 21.46 |
| Cardmember Services | Egg Hunt Candy | 21.48 |
| Cardmember Services | MMCI Training | 540.00 |
| Cardmember Services | LMC Trg. Travel Expense | 700.93 |
| Centra Sota Coop. | Fuel Tank Lease | 50.00 |
| Cash-Citizens State Bank | Clean-up Day Change | 200.00 |
| *Citizens State Bank | Apr. H.S.A. Deposit | 750.00 |
| *Colonial Life Ins. | May Employee Ins. | 19.56 |
| Comcast | Internet Service | 433.55 |
| Core & Main | Street Maint. Mats. | 1127.00 |
| Delta Dental | May Dental Insurance | 497.17 |
| Gopher State One Call | Water/Sewer Locates | 54.00 |
| Global Industrial | Wellhouse 2 Heaters | 920.70 |
| Hawkins | Water Treatment Chemicals | 60.00 |
| Hawkins | WW Treatment Chemicals | 10984.43 |
| Health Partners | May Health Ins. | 6311.75 |
| Herald Journal | Job Postings | 442.50 |

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| | | 0.50 0.0 |
|------------------------------|-----------------------------|----------|
| Hillyard | Comm. Ctr. Cleaning Supp. | 962.30 |
| *Kennedy & Graven | Legal Fees | 2869.85 |
| In Control | Flow Meter Repair | 1245.25 |
| *IUOE Local #49 | April Union Dues | 175.00 |
| IUOE Local #49 CPF | Apr. HRA | 1000.00 |
| IUOE Local #49 FBF | June Health, Dental | 7100.00 |
| Jenson, Marie | April CH/CC Cleaning | 610.00 |
| Lincoln Nat'l Life Ins. | May Life Ins. | 173.21 |
| MacQueen Equipment | Equip. Maint. Mats. | 392.11 |
| *Madison Nat'l Life | May Disability Ins. | 353.37 |
| Marco Tech. | Printer Maint. | 65.28 |
| Menards | Tools Repair Mats. | 119.17 |
| Midwest Flo Cal | Flow Meter Repair | 1144.60 |
| Milhausen Auto Repair | PW Vehicle Maint. | 422.02 |
| Mill Pond | Snow Removal Repair Mats. | 25.45 |
| MN Computer Systems | Copier Maint. Agreement | 263.67 |
| MVTL Laboratories | Water & WWTP Testing | 725.34 |
| Nuso (NEC Cloud Comm.) | Telephone Service | 185.63 |
| Nystrom Publishing | Spring Newsletter & Postage | 1710.18 |
| Paumen Computer Services | Monthly IT/Backup & Support | 1460.00 |
| Paumen Computer Services | SonicWall | 980.63 |
| Paumen Computer Services | Training | 70.00 |
| RDO Equipment Co. | Payloader Maint. | 3836.60 |
| Republic Services | Shredding | 75.90 |
| Russell Security Resource | Emer. Mgmt. Equipment | 40.00 |
| Quality Flow Systems | Main Lift Pump Rebuild | 9850.00 |
| Quill | Office Supplies | 332.12 |
| Sentry Systems/My Alarm Ctr. | Quarterly Monitoring | 147.38 |
| Steiner Auto Parts | PW Equip. Parts | 44.21 |
| US Internet | Email Hosting | 159.20 |
| Utility Consultants | Water Testing | 145.48 |
| Verizon | Cellphone & Tablet Svc. | 473.86 |
| Walmart | Egg Hunt Candy/Prizes | 362.00 |
| Wex Bank | PW,Str,Sew,WW Vehicle Fuel | 770.51 |
| Windstream | Telephone Service | 130.29 |
| Wright Co. Finance Dept. | April Patrol Svcs. | 26386.46 |
| Wright Co. Journal Press | Annual Subscription | 55.00 |
| Wright Co. Journal Press | Legal Notices | 1456.25 |
| Wright Co. Journal Press | Job Notices | 904.72 |
| Wright-Hennepin Co-op | Electrical Services | 286.75 |
| Xcel Energy | Electric/Gas Charges | 5565.11 |
| *Holman, Diane | Utility Overpayment | 14.16 |
| *Kornovich, Zach | Utility Overpayment | 159.04 |
| | ± ± 4 | |

May 22, 2023 Page 3

| | ACCOUNTS PAYABLE SUBTOTAL | 179498.38 |
|--------------------------|-----------------------------|-----------|
| | | |
| Abdo | Audit & Accounting Services | 185.00 |
| Acme Tools | PW Tools | 157.52 |
| *AFSCME #65 | May Union Dues | 120.40 |
| Aramark | Uniforms/Floor Mats | 268.60 |
| *Bolton & Menk | Engineering Services | 23721.06 |
| *Bonniwell, Jessica | Travel Expense | 113.45 |
| Cardmember Services | Council Trg. Travel Expense | 425.00 |
| Cardmember Services | Council Training | 415.51 |
| Cardmember Services | Software Subscription | 21.46 |
| Cardmember Services | Ann. Software Subscription | 149.90 |
| Cardmember Services | Flow Meter Transmitter | 1784.54 |
| Central Fire Protection | Fire Extinguisher Insp. | 245.85 |
| *Citizens State Bank | May H.S.A. Deposit | 750.00 |
| Comcast | Internet Service | 109.85 |
| Delano Rental | Tiller for Comm. Garden | 132.98 |
| Hawkins | Water Treatment Chemicals | 60.00 |
| Health Partners | June Health Ins. | 6311.75 |
| Hillyard | CC Cleaning Supp. | 76.14 |
| *IUOE Local #49 | May Union Dues | 175.00 |
| JLR Garage Door | WWTP Bldg. Maint. | 437.50 |
| Lincoln Nat'l Life Ins. | June Life Ins. | 95.09 |
| Menards | Comm. Garden Equip. | 209.94 |
| Menards | WW Chemicals | 119.99 |
| Menards | PW,WW Tools & Supplies | 111.00 |
| Menards | PW Maint. Mats. | 101.45 |
| *Metro West Insp. Svcs. | Feb, Mar, Apr Final Permits | 6854.17 |
| MN Dept. of Health | Otrly. Service Connect Fee | 3071.00 |
| MVTL Labs | WWTP Testing | 155.21 |
| *NW Assoc. Consultants | Planners Services | 957.85 |
| Paumen Computer Services | Monthly IT/Backup & Support | 4485.00 |
| Paumen Computer Services | Annual Software Subs. | 2072.20 |
| Paumen Computer Services | Training | 70.00 |
| Ready Watt Electric | Emer. Mgmt. Siren Repair | 905.00 |
| *Sommerfeld, Michael | Travel Expense | 173.25 |
| Surplus Warehouse | Clean-up Day Disposal | 2037.55 |
| Traut Companies | Well #6 Maint/Repair | 298.75 |
| USA BlueBook | Water/WWTP Supplies | 949.25 |
| Vessco | Water System Parts/Repair | 304.61 |
| Wakesun | Electrical Services | 7926.48 |
| HOUSE STATE | | |

May 22, 2023 Page 4

| Wex Bank Windstream Wright Co. Finance Dept. Wright-Hennepin Co-op Xcel Energy | PW,Str,Sew,WW Vehicle Fuel Telephone Service May Patrol Svcs. Electrical Services Electric/Gas Charges | 596.12 130.29 26386.46 283.84 4940.87 |
|--|--|---|
| | TOTAL ACCOUNTS PAYABLE | 278395.26 |
| | | |
| MOYNAGH | BONNIWELL | ОТТО |
| ANDREOFF | SOLARZ | PARADEISE |

* Appendix

Payments received to offset checks written

| Payroll Deduction | IUOE #49 Union Dues | 350.00 |
|---------------------|----------------------------|---------|
| Payroll Deduction | May EE Ins. | 19.56 |
| Payroll Deduction | April & May H.S.A. Deposit | 1300.00 |
| Payroll Deduction | Apr., May. Optical Ins. | 98.80 |
| Payroll Deduction | AFSCME #65 Union Dues | 240.80 |
| Payroll Deduction | May Disability Ins. | 353.37 |
| Developer Expense | Legal Services | 125.00 |
| Developer Expense | Metro West Insp. Svcs. | 6854.17 |
| Travel Expense | Bonniwell, Jessica | 113.45 |
| Travel Expense | Sommerfeld, Michael | 173.25 |
| Utility Overpayment | Holman, Diane | 14.16 |
| Utility Overpayment | Kornovich, Zach | 159.04 |

FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

May 22, 2023

| Batteries Plus Comcast Customized Fire Rescue Trg. EPA Audio Visual Menards MN Computer Systems MN Fire Svc. Cert. Board Performance Plus Verizon Wex Bank | Batteries/Medical Equip. Internet Service Training Prop Radio Maint. Tools/Equip. FD Printer Instructor Testing New Hire Physicals FD iPad Vehicle Fuel | 79.99 97.85 750.00 140.00 245.64 119.97 252.00 198.00 40.01 479.90 |
|--|---|---|
| Xcel Energy | Electric/Gas Charges ACCOUNTS PAYABLE SUBTOTAL | 659.58 3062.94 |
| ANCOM Communications Central Fire Protection Emer. Apparatus Maint. Menards Ridgeview Wex Bank Xcel Energy | Batteries Fire Extinguisher Insp. E-12 Repair G-13/Trailer Maint. Amb. Standby for Training Vehicle Fuel Electric/Gas Charges TOTAL ACCOUNTS PAYABLE | 225.50 235.60 1857.32 154.44 300.24 292.52 278.14 |
| MOYNAGH | BONNIWELL | OTTO PARADEISE |

Way 124, 5033

CITY OF MONTROSE Monthly Adjustments

05/01/23 6:35 AM Page 1

| A require | Tran | Charge Name | Charge Type | Amount | Date | | |
|-----------------|------------|------------------|----------------|------------|-----------|------------------|---|
| Account | Туре | Name , | | | 4/12/2023 | . ' - | · |
| 01-00006059-00- | Adjustment | | UR | \$107.95 | | | |
| 01-00003096-00- | Adjustment | WWTP | Service | (\$0.83) | 4/3/2023 | | |
| 01-00003096-00- | Adjustment | Storm Water | Service | (\$0.39) | 4/3/2023 | | |
| 01-00003096-00- | Adjustment | R Water | Service | (\$0.93) | 4/3/2023 | | |
| 00-00002660-03- | Adjustment | | UR | (\$55.03) | 4/3/2023 | | |
| 01-00006014-00- | Adjustment | R Water | Service | (\$100.00) | 4/10/2023 | | |
| 00-00005091-01- | Adjustment | | UR | (\$159.04) | 4/11/2023 | | |
| 00-00001950-00- | Adjustment | | UR | (\$14.16) | 4/11/2023 | | |
| 01-00003096-00- | Adjustment | Sewer Collection | Service | (\$0.78) | 4/3/2023 | | |
| 01-00001046-01- | Adjustment | R Water | Service | (\$86.02) | 4/11/2023 | | |
| 01-00001043-00- | Adjustment | Storm Water | Service | (\$1.16) | 4/24/2023 | | |
| 01-00001178-00- | Adjustment | | UR | \$3,077.12 | 4/12/2023 | | |
| 00-00001244-07- | Adjustment | R Water | Service | (\$127.74) | 4/12/2023 | | |
| 00-00001258-01- | Adjustment | | UR | \$214.42 | 4/12/2023 | | |
| 00-00001259-01- | Adjustment | | UR | \$21.60 | 4/12/2023 | | |
| 00-00003126-09- | Adjustment | | UR | \$143.69 | 4/12/2023 | | |
| 01-00001043-00- | Adjustment | R Water | Service | (\$0.50) | 4/24/2023 | | |
| 01-00001043-00- | Adjustment | Sewer Collection | Service | (\$0.40) | 4/24/2023 | | |
| 01-00001043-00- | | WWTP | Service | (\$0.47) | 4/24/2023 | | |
| 00-00001046-03- | Adjustment | R Water | Service | (\$17.02) | 4/11/2023 | | |
| | | | | \$3,000.31 | | | |

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

CITY OF MONTROSE COUNTY OF WRIGHT STATE OF MINNESOTA

RESOLUTION ACCEPTING DONATIONS

RESOLUTION 2023-08

WHEREAS, the City of Montrose is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth to the city in 2023:

| • | | |
|---|-----------------------------|--|
| Name of Donor Bolton & Menk | <u>Amount</u> \$2,000.00 | |
| WHEREAS, the City Council finds i | it appropriate to accept th | ne donations offered. |
| | Commission to facilitate t | ed above are accepted and shall be the Summer Splash event to benefit |
| Adopted this 22 nd day of May, 202 | 23 by the City Council of t | he City of Montrose. |
| | | oynagh III, Mayor |
| Attest: Michael Sommerfeld, City | / Clerk-Treasurer | |

Wright County Sheriff's Office



Sheriff Sean Deringer

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



Printed on May 2, 2023

| Montrose | Monthly | Report | 2023 |
|----------|---------|--------|------|
|----------|---------|--------|------|

| Incident Start Date/Time | Initial Call | CFS# | Final Incident | Case Number | How Reported |
|--------------------------|--------------------------|------------|--------------------------|-------------|--------------|
| 911 Abandone | d Total: 3 | | | | |
| 04/09/23 10:41 | 911 Abandoned | 2023028886 | | | 911 |
| 04/18/23 20:06 | 911 Abandoned | 2023032048 | | | 911 |
| 04/29/23 00:51 | 911 Abandoned | 2023035377 | | | 911 |
| 911 Hang-up To | otal: 5 | | | | |
| 04/13/23 08:55 | 911 Hang-up | 2023030213 | | | 911 |
| 04/14/23 17:02 | 911 Hang-up | 2023030801 | | | 911 |
| 04/22/23 10:56 | 911 Hang-up | 2023033147 | | | 911 |
| 04/23/23 19:00 | 911 Hang-up | 2023033624 | | | 911 |
| 04/29/23 10:06 | 911 Hang-up | 2023035447 | | | 911 |
| 911 Open Line | Total: 11 | | | | |
| 04/02/23 00:14 | 911 Open Line | 2023026777 | | | 911 |
| 04/09/23 10:10 | 911 Open Line | 2023028879 | | | 911 |
| 04/09/23 18:04 | 911 Open Line | 2023028997 | | | 911 |
| 04/12/23 10:13 | 911 Open Line | 2023029826 | | | 911 |
| 04/13/23 17:06 | 911 Open Line | 2023030415 | | | 911 |
| 04/14/23 16:14 | 911 Open Line | 2023030778 | | | 911 |
| 04/15/23 23:06 | 911 Open Line | 2023031193 | | | 911 |
| 04/17/23 20:06 | 911 Open Line | 2023031751 | | | 911 |
| 04/19/23 11:32 | 911 Open Line | 2023032191 | | | 911 |
| 04/22/23 19:58 | 911 Open Line | 2023033323 | | | 911 |
| 04/29/23 10:42 | 911 Open Line | 2023035456 | | | 911 |
| Agency Assist | Total: 1 | | | | |
| 04/18/23 13:21 | Agency Assist | 2023031931 | Agency Assist | WP23008928 | Phone |
| Animal Total: 2 | 2 | | | | |
| 04/10/23 16:18 | Animal | 2023029295 | | | Phone |
| 04/20/2321:06 | Animal | 2023032671 | | | 911 |
| Animal - Abuse | e Total: 1 | | | | |
| 04/22/23 22:33 | Animal - Abuse | 2023033368 | Animal - Abuse | WP23009343 | Phone |
| Animal - Barkiı | ng Dog Total: 2 | | | | |
| 04/01/2321:57 | Animal - Barking Dog | 2023026749 | Animal - Barking Dog | WP23007465 | Phone |
| 04/13/23 10:12 | Animal - Barking Dog | 2023030244 | Animal - Barking Dog | WP23008433 | Phone |
| Animal - Bites | - Attacks Total: | 1 | | | |
| 04/17/23 16:49 | Animal - Bites - Attacks | 2023031680 | Animal - Bites - Attacks | WP23008850 | Phone |
| | | | | | |

| Incident Start Date/Time | Initial Call | CFS# | Final Incident | Case Number | How Reported |
|--------------------------|------------------------|--------------|-----------------------|-------------|--------------|
| Burglary Total: | : 1 | | | | |
| 04/10/23 16:21 | Burglary | 2023029297 | Burglary | WP23008152 | Phone |
| Check Welfare | Total: 3 | | | | |
| 04/08/23 08:24 | Check Welfare | 2023028539 | Check Welfare | WP23007959 | 911 |
| 04/23/23 16:23 | Check Welfare | 2023033575 | Check Welfare | WP23009402 | 911 |
| 04/25/23 04:10 | Check Welfare | 2023034040 | Check Welfare | WP23009552 | Phone |
| Check Welfare | : Medical - Psych | niatric - Be | ehavioral Total: 1 | | |
| 04/08/23 10:33 | Check Welfare; Medical | 2023028571 | Check Welfare | WP23007965 | Phone |
| Citizen Aid Tot | ols 2 | | | | |
| 04/13/23 19:51 | Citizen Aid | 2023030476 | Court Order Violation | WP23008510 | Phone |
| 04/14/23 11:57 | Citizen Aid | 2023030678 | Citizen Aid | WP23008569 | Phone |
| 04/23/23 00:19 | Citizen Aid | 2023033395 | Citizen Aid | WP23009349 | Phone |
| 04/23/23 00. 19 | Olizen Ald | 202000000 | OILLEON 7 IIIG | 200000 | , |
| Civil Complaint | t Total: 8 | | | | |
| 04/06/23 11:31 | Civil Complaint | 2023027885 | Civil Complaint | WP23007779 | Phone |
| 04/08/23 12:21 | Civil Complaint | 2023028604 | Civil Complaint | WP23007972 | Officer |
| 04/08/23 13:28 | Civil Complaint | 2023028618 | Civil Complaint | WP23007979 | Phone |
| 04/12/23 10:44 | Civil Complaint | 2023029840 | Civit Complaint | WP23008320 | Phone |
| 04/17/23 14:14 | Civil Complaint | 2023031631 | Civil Complaint | WP23008831 | Phone |
| 04/20/23 10:27 | Civil Complaint | 2023032486 | Court Order Violation | WP23009085 | Phone |
| 04/24/23 16:47 | Civil Complaint | 2023033925 | Civil Complaint | WP23009511 | Phone |
| 04/24/23 16:51 | Civil Complaint | 2023033927 | Civil Complaint | WP23009515 | Phone |
| Civil Process T | otal: 21 | | | | |
| 04/05/23 09:49 | Civil Process | 2023027589 | | | Officer |
| 04/05/23 15:00 | Civil Process | 2023027666 | | | Officer |
| 04/05/23 16:43 | Civil Process | 2023027692 | | | Officer |
| 04/07/23 11:53 | Civil Process | 2023028227 | | | Officer |
| 04/07/23 13:05 | Civil Process | 2023028252 | | | Officer |
| 04/07/23 13:18 | Civil Process | 2023028256 | | | Officer |
| 04/13/23 15:17 | Civil Process | 2023030350 | | | Officer |
| 04/13/23 16:14 | Civil Process | 2023030381 | | | Officer |
| 04/17/23 17:44 | Civil Process | 2023031704 | | | Officer |
| 04/17/23 19:20 | Civil Process | 2023031735 | | | Officer |
| 04/20/23 09:41 | Civil Process | 2023032473 | | | Officer |
| 04/20/23 09:48 | Civil Process | 2023032475 | | | Officer |
| 04/20/23 11:14 | Civil Process | 2023032502 | | | Officer |
| 04/20/23 11:34 | Civil Process | 2023032506 | | | Officer |
| 04/20/23 16:55 | Civil Process | 2023032600 | | | Officer |
| 04/21/23 09:59 | Civil Process | 2023032790 | | | Officer |
| 04/21/23 10:08 | Civil Process | 2023032791 | | | Officer |
| 04/21/23 13:04 | Civil Process | 2023032855 | | | Officer |
| 04/21/23 13:36 | Civil Process | 2023032866 | | | Officer |
| 04/24/23 16:15 | Civil Process | 2023033909 | | | Officer |
| 04/25/23 10:40 | Civil Process | 2023034108 | | | Officer |
| | | | | | |

| Incident Start Date/Time | e Initial Call | CFS# | Final Incident | Case Number | How Reported |
|----------------------------------|---|----------------------|--|--------------------------|--------------|
| Commercial Go 04/20/23 16:55 | eneral Alarm Tot Commercial General | al: 1 2023032599 | | | Phone |
| Court Order Vi | olation Total: 4 | | | | |
| 04/06/23 14:33 | Court Order Violation | 2023027951 | Court Order Violation | WP23007802 | 911 |
| 04/07/23 17:11 | Court Order Violation | 2023028361 | Court Order Violation | WP23007912 | Phone |
| 04/07/23 21:24 | Court Order Violation | 2023028462 | Court Order Violation | WP23007934 | |
| 04/25/23 10:16 | Court Order Violation | 2023034102 | Court Order Violation | WP23009579 | Phone |
| Disorderly Tota | al: 2 | | | | |
| 04/02/23 00:14 | Disorderly | 2023026776 | Disorderly | WP23007475 | 911 |
| 04/20/23 09:17 | Disorderly | 2023032467 | Disorderly | WP23009078 | Phone |
| Domestic Dist | urbance Total: 5 | | | | |
| 04/07/23 20:24 | Domestic Disturbance | 2023028442 | Domestic Disturbance | WP23007930 | Phone |
| 04/13/23 23:40 | Domestic Disturbance | 2023030534 | Medical - Psychiatric - | WP23008529 | 911 |
| 04/23/23 12:06 | Domestic Disturbance | 2023033490 | Domestic Disturbance | WP23009377 | 911 |
| 04/27/23 06:22 | Domestic Disturbance | 2023034720 | Domestic Disturbance | WP23009764 | 911 |
| 04/30/23 16:46 | Domestic Disturbance | 2023035878 | Domestic Disturbance | WP23010077 | 911 |
| | | | | | |
| Drugs Total: 3 | _ | 0000007040 | Maria de alemante de la contractica del la contractica del la contractica de la cont | WP23007610 | 911 |
| 04/03/23 16:36 | Drugs - | 2023027210 | Disorderly | WP23007610 WP23008602 | 911 |
| 04/14/23 16:20 | Drugs | 2023030782 | Drugs | WP2300802 WP23009021 | Phone |
| 04/19/23 14:40 | Drugs | 2023032256 | Drugs | VVF23009021 | Frone |
| Extortion - Brik | pery Total: 1 | | | | |
| 04/22/23 01:09 | Extortion - Bribery | 2023033062 | Extortion - Bribery | WP23009262 | 911 |
| Fire - Gas Leak | c Total: 1 | | | | |
| 04/08/23 14:14 | Fire - Gas Leak | 2023028633 | Fire - Gas Leak | WP23007984 | 911 |
| Harassment To | ntal: 3 | | | | |
| 04/06/23 15:19 | Harassment | 2023027970 | Harassment | WP23007807 | 911 |
| 04/14/23 17:16 | Harassment | 2023030810 | Harassment | WP23008617 | 911 |
| 04/17/23 15:07 | Harassment | 2023031647 | Medical - Psychiatric - | WP23008835 | Phone |
| | ••• 4 • 4 | | | | |
| Intoxicated Per | | 0000000110 | Tures Constitut | MD22007025 | Phone |
| 04/07/23 19:21 | Intoxicated Person | 2023028413 | Traffic - Complaint | WP23007925 | Filone |
| Juvenile - Com | plaint Total: 2 | | | | |
| 04/05/23 23:21 | Juvenile - Complaint | 2023027768 | Juvenile - Complaint | WP23007756 | 911 |
| 04/25/23 18:07 | Juvenile - Complaint | 2023034276 | Juvenile - Complaint | WP23009614 | 911 |
| Juvenile - Com 04/16/23 11:15 | nplaint; Medical - Juvenile - Complaint; | Psychiate 2023031313 | ric - Behavioral T Juvenile - Complaint | otal: 1 WP23008743 | Phone |
| Lift Assist Tota | al: 1 | | | | |
| 04/24/23 08:42 | Lift Assist | 2023033750 | | | 911 |
| | | | | | |

Lost - Found Property Total: 1

| Incident Start Date/Time | Initial Call | CFS# | Final Incident | Case Number | How Reported |
|-----------------------------------|---------------------------------------|--------------|----------------------------|-------------|--------------|
| 04/13/23 16:08 | Lost - Found Property | 2023030376 | Lost - Found Property | WP23008487 | |
| Medical - Breat | hing Problems T | otal: 5 | | | |
| 04/03/23 11:12 | Medical - Breathing | 2023027104 | | | 911 |
| 04/14/23 11:48 | Medical - Breathing | 2023030675 | | | 911 |
| 04/16/23 11:55 | Medical - Breathing | 2023031322 | | | 911 |
| 04/17/23 21:47 | Medical - Breathing | 2023031783 | | | 911 |
| 04/28/23 13:34 | Medical - Breathing | 2023035167 | | | 911 |
| Medical - Fall U | Inder 6 Feet Tota | ii: 2 | | | |
| 04/12/23 12:15 | Medical - Fall Under 6 | 2023029875 | | | 911 |
| 04/26/23 02:00 | Medical - Fall Under 6 | 2023034373 | | | 911 |
| Medical - Heart | Problems Total: | 1 | | | |
| 04/24/23 05:30 | Medical - Heart | 2023033702 | | | 911 |
| Medical - Psvcl | niatric - Behavio | ral Total: 4 | 4 | | |
| 04/06/23 09:49 | Medical - Psychiatric - | 2023027846 | Medical - Psychiatric - | WP23007772 | Phone |
| 04/06/23 20:20 | Medical - Psychiatric - | 2023028062 | Medical - Psychiatric - | WP23007833 | 911 |
| 04/07/23 23:45 | Medical - Psychiatric - | 2023028485 | Medical - Psychiatric - | WP23007941 | 911 |
| 04/10/23 17:22 | Medical - Psychiatric - | 2023029325 | Medical - Psychiatric - | WP23008160 | 911 |
| Medical - Sick | Γotal: 4 | | | | |
| 04/03/23 16:49 | Medical - Sick | 2023027216 | | | 911 |
| 04/05/23 20:22 | Medical - Sick | 2023027744 | | | 911 |
| 04/09/23 19:13 | Medical - Sick | 2023029028 | | | 911 |
| 04/12/23 18:11 | Medical - Sick | 2023030035 | | | 911 |
| Medical - Strok | e Total: 1 | | | | |
| 04/23/23 08:43 | Medical - Stroke | 2023033444 | | | 911 |
| Medical - Traun | na Total: 1 | | | | |
| 04/08/23 13:50 | Medical - Trauma | 2023028623 | | | 911 |
| Missing Persor | n Total: 1 | | | | |
| 04/04/23 10:57 | Missing Person | 2023027375 | Missing Person | WP23007661 | Phone |
| Motorist Aid To | otal: 1 | | | | |
| 04/01/23 03:43 | Motorist Aid | 2023026471 | | | Phone |
| MVA - Hit & Ru | n Total: 1 | 2023031995 | Suspicious - Circumstances | WP23008955 | 911 |
| | | 202000.000 | | | |
| MVA - No Injuri 04/14/23 13:46 | es Total: 1 MVA - No Injuries | 2023030709 | MVA - No Injuries | WP23008573 | |
| Neighborhood 04/08/23 16:31 | Dispute Total: 1 Neighborhood Dispute | 2023028680 | Civil Complaint | WP23007996 | |
| Phone Call Tota 04/30/23 09:24 | al: 1 Phone Cail | 2023035734 | | | Other |
| | | | | | |

| Lead and Charle Date (Times | Initial Call | CFS# | Final Incident | Case Number | How Reported |
|-------------------------------------|---------------------------------|------------|-------------------------------|--------------|--------------|
| Incident Start Date/Time | | CI O # | That modern | | |
| Phone Call; No 04/05/2311:29 | Dise Total: 1 Phone Call; Noise | 2023027614 | | | |
| Probation Che | ck Total: 4 | | | | |
| 04/10/23 17:32 | Probation Check | 2023029327 | | | Officer |
| 04/10/23 17:44 | Probation Check | 2023029336 | | | Officer |
| 04/25/23 13:58 | Probation Check | 2023034181 | | | Officer |
| 04/27/23 19:12 | Probation Check | 2023034952 | | | Officer |
| Prowler Total: | 1 | | | | |
| 04/07/23 23:54 | Prowler | 2023028486 | Prowler | WP23007942 | 911 |
| Residential Me | dical Alarm Tota | l· 1 | | | |
| 04/14/23 10:59 | Residential Medical | 2023030658 | | | Phone |
| Carrab Marray | t Total: 1 | | | | |
| Search Warran 04/13/23 17:19 | Search Warrant | 2023030422 | Search Warrant | WP23008492 | Officer |
| CIA Aves Wets | h Total: 1 | | | | |
| SIA Area Watcl 04/15/23 21:10 | SIA Area Watch | 2023031155 | | | |
| 04/15/23 21.10 | SIA Alea Walcii | 2020001100 | | | |
| SIA City Counc | cil - City Hall Tota | al: 1 | | | |
| 04/10/23 17:59 | SIA City Council - City | 2023029343 | | | Officer |
| SIA School Ch | eck Total: 2 | | | | |
| 04/13/23 07:29 | SIA School Check | 2023030189 | | | |
| 04/27/23 10:20 | SIA School Check | 2023034773 | | | |
| Sign - Signal R | enair Total· 2 | | | | |
| 04/15/23 05:42 | Sign - Signal Repair | 2023030950 | | | Phone |
| 04/15/23 22:07 | Sign - Signal Repair | 2023031172 | | | 911 |
| | | 2020001112 | | | |
| Stolen - Proper | - | | | 1MD00000078 | 011 |
| 04/11/23 19:52 | Stolen - Property | 2023029701 | Stolen - Property | WP23008278 | 911 |
| Stoparm Violat | ion Total: 1 | | | | |
| 04/21/23 10:18 | Stoparm Violation | 2023032800 | Stoparm Violation | WP23009177 | Other |
| Surveillance To | otal: 3 | | | | |
| 04/03/23 11:54 | Surveillance | 2023027115 | | | |
| 04/29/23 02:56 | Surveillance | 2023035394 | | | |
| 04/29/23 20:44 | Surveillance | 2023035610 | | | |
| Suenicious - C | ircumstances To | ntal· 1 | | | |
| 04/28/23 12:06 | Suspicious - | 2023035136 | Suspicious - Circumstances | WP23009868 | Phone |
| | · | | | | |
| • | erson - Vehicle 1 | | | 14/m00000504 | Dhana |
| 04/15/23 08:12 | Suspicious - Person - | 2023030961 | Suspicious - Person - Vehicle | | Phone |
| 04/18/23 12:15 | Suspicious - Person - | 2023031910 | Suspicious - Person - Vehicle | | Phone |
| 04/30/23 19:03 | Suspicious - Person - | 2023035918 | Suspicious - Person - Vehicle | : WP23010086 | Phone |

| Incident Start Date/Time | e Initial Call | CFS# | Final Incident | Case Number | How Reported |
|--------------------------|---------------------|------------|-----------------------|-------------|--------------|
| Threats Total: | 3 | | | | |
| 04/13/23 16:04 | Threats | 2023030375 | Threats | WP23008482 | 911 |
| 04/20/23 23:16 | Threats | 2023032703 | Threats | WP23009150 | Phone |
| 04/21/23 18:12 | Threats | 2023032951 | Threats | WP23009232 | Phone |
| Traffic - Compl | laint Total: 1 | | | | |
| 04/18/23 16:22 | Traffic - Complaint | 2023031979 | Traffic - Complaint | WP23008949 | Phone |
| Traffic Stop To | otal: 64 | | | | |
| 04/01/23 19:34 | Traffic Stop | 2023026699 | | | Officer |
| 04/01/23 20:49 | Traffic Stop | 2023026726 | | | Officer |
| 04/02/23 14:17 | Traffic Stop | 2023026891 | | | Officer |
| 04/02/23 19:52 | Traffic Stop | 2023026974 | | | Officer |
| 04/04/23 20:33 | Traffic Stop | 2023027490 | | | Officer |
| 04/04/23 23:48 | Traffic Stop | 2023027517 | | | Officer |
| 04/06/23 00:44 | Traffic Stop | 2023027788 | Drugs | WP23007760 | Officer |
| 04/06/23 20:41 | Traffic Stop | 2023028075 | | | Officer |
| 04/06/23 21:14 | Traffic Stop | 2023028086 | | | Officer |
| 04/07/23 03:10 | Traffic Stop | 2023028133 | | | Officer |
| 04/07/2313:44 | Traffic Stop | 2023028267 | | | Officer |
| 04/07/23 17:37 | Traffic Stop | 2023028371 | | | Officer |
| 04/08/23 23:50 | Traffic Stop | 2023028809 | | | Officer |
| 04/09/23 01:05 | Traffic Stop | 2023028828 | Traffic Stop | WP23008034 | Officer |
| 04/09/23 01:21 | Traffic Stop | 2023028831 | | | Officer |
| 04/09/23 01:35 | Traffic Stop | 2023028833 | | | Officer |
| 04/09/2311:06 | Traffic Stop | 2023028897 | | | Officer |
| 04/09/2311:25 | Traffic Stop | 2023028903 | Traffic Stop | WP23008052 | Officer |
| 04/09/23 13:16 | Traffic Stop | 2023028927 | Trainio Otop | | Officer |
| 04/09/23 15:43 | Traffic Stop | 2023028955 | | | Officer |
| 04/09/23 17:34 | Traffic Stop | 2023028985 | | | Officer |
| | Traffic Stop | 2023029060 | | | Officer |
| 04/09/23 21:53 | Traffic Stop | 2023029344 | | | Officer |
| 04/10/2318:00 | Traffic Stop | 2023029548 | | | Officer |
| 04/11/23 12:50 | • | 2023029346 | | | Officer |
| 04/12/23 11:34 | Traffic Stop | | | | Officer |
| 04/12/23 23:17 | Traffic Stop | 2023030134 | | | Officer |
| 04/13/23 00:21 | Traffic Stop | 2023030148 | | | |
| 04/13/23 14:29 | Traffic Stop | 2023030337 | 0 10 1 10 100 | WD00000507 | Officer |
| 04/13/23 22:27 | Traffic Stop | 2023030517 | Court Order Violation | WP23008527 | Officer |
| 04/14/23 02:40 | Traffic Stop | 2023030554 | | | Officer |
| 04/15/23 19:32 | Traffic Stop | 2023031110 | | | Officer |
| 04/15/23 19:50 | Traffic Stop | 2023031116 | | | Officer |
| 04/15/23 19:54 | Traffic Stop | 2023031120 | | | Officer |
| 04/15/23 19:58 | Traffic Stop | 2023031122 | | | Officer |
| 04/15/23 20:04 | Traffic Stop | 2023031124 | Traffic Stop | WP23008703 | Officer |
| 04/15/23 21:26 | Traffic Stop | 2023031158 | | | Officer |
| 04/15/2321:48 | Traffic Stop | 2023031165 | | | Officer |
| 04/15/23 22:54 | Traffic Stop | 2023031189 | Traffic Stop | WP23008716 | Officer |
| | | | | | |

| Incident Start Date/Time | e Initial Call | CFS# | Final Incident | Case Number | How Reported |
|--------------------------|-------------------|------------|------------------|-------------|--------------|
| 04/16/23 10:15 | Traffic Stop | 2023031301 | | | Officer |
| 04/16/23 19:56 | Traffic Stop | 2023031435 | | | Officer |
| 04/16/23 20:26 | Traffic Stop | 2023031440 | | | Officer |
| 04/16/23 20:38 | Traffic Stop | 2023031444 | | | Officer |
| 04/17/23 03:31 | Traffic Stop | 2023031496 | DUI | WP23008795 | Officer |
| 04/18/23 20:24 | Traffic Stop | 2023032054 | Traffic Stop | WP23008969 | Officer |
| 04/18/23 21:01 | Traffic Stop | 2023032069 | | | Officer |
| 04/20/23 04:29 | Traffic Stop | 2023032418 | | | Officer |
| 04/21/23 20:41 | Traffic Stop | 2023032997 | | | Officer |
| 04/23/23 20:57 | Traffic Stop | 2023033652 | | | Officer |
| 04/23/23 21:06 | Traffic Stop | 2023033656 | | | Officer |
| 04/23/23 21:12 | Traffic Stop | 2023033659 | | | Officer |
| 04/24/23 14:18 | Traffic Stop | 2023033874 | | | Officer |
| 04/24/23 22:24 | Traffic Stop | 2023034007 | | | Officer |
| 04/26/23 11:33 | Traffic Stop | 2023034469 | | | Officer |
| 04/26/23 22:38 | Traffic Stop | 2023034683 | Traffic Stop | WP23009752 | Officer |
| 04/28/23 13:44 | Traffic Stop | 2023035170 | Traffic Stop | WP23009882 | Officer |
| 04/28/23 22:09 | Traffic Stop | 2023035346 | Traffic Stop | WP23009944 | Officer |
| 04/29/23 19:03 | Traffic Stop | 2023035568 | Traffic Stop | WP23009993 | Officer |
| 04/29/23 20:28 | Traffic Stop | 2023035602 | | | Officer |
| 04/30/23 00:22 | Traffic Stop | 2023035688 | DUI | WP23010028 | Officer |
| 04/30/23 20:07 | Traffic Stop | 2023035937 | Traffic Stop | WP23010093 | Officer |
| 04/30/23 20:29 | Traffic Stop | 2023035940 | | | |
| 04/30/23 20:46 | Traffic Stop | 2023035948 | | | Officer |
| 04/30/23 21:16 | Traffic Stop | 2023035957 | Traffic Stop | WP23010099 | Officer |
| 04/30/2321:39 | Traffic Stop | 2023035963 | | | Officer |
| Unwanted Pers | on Total: 1 | | | | |
| 04/03/23 10:25 | Unwanted Person | 2023027100 | Unwanted Person | WP23007571 | Phone |
| Vehicle Off Roa | ad Total: 1 | | | | |
| 04/01/23 05:25 | Vehicle Off Road | 2023026484 | Vehicle Off Road | WP23007378 | Phone |
| Warrant - Atten | npt Total: 1 | | | | |
| 04/20/23 20:37 | Warrant - Attempt | 2023032663 | Warrant - Arrest | WP23009144 | |

Total Records: 207

Montrose/Waverly Patrol Hour Summary

| Hours Purchased Per Contract: | 5,840.00 |
|--|----------|
| Starting Hours (beginning of month): | 4,392.50 |
| M-T-D (detailed below): | 481.50 |
| Balance going forward (to next month): | 3,911.00 |
| Y-T-D: | 1,929.00 |

** Estimated Hours not verified by final monthly payroll

Shift Start

| Date | Shift Start Time | Shift Stop Date | Shift Stop Time | Schedule | Position | Time Type | Regular Hours |
|----------------|------------------|-----------------|-----------------|-----------------|----------|----------------|---------------|
| Shift Start Da | Shift Start Time | Shift Stop Date | Shift Stop Time | Schedule | Position | Time Type | Regular Hours |
| 1-Apr-23 | 0:00 | 1-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | |
| 1-Apr-23 | 10:00 | 1-Apr-23 | 18:00 | Montrose/Wave | | Sheriff Genera | |
| 1-Apr-23 | 18:00 | 2-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | |
| 2-Apr-23 | 2:00 | 2-Apr-23 | 2:30 | Extra Hours: Mo | | EOS Premium | 0.50 |
| 2-Apr-23 | 10:00 | 2-Apr-23 | 18:00 | Montrose/Wave | | Sheriff Genera | 8.00 |
| 2-Apr-23 | 18:00 | 3-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | |
| 3-Apr-23 | 10:00 | 3-Apr-23 | 18:00 | Montrose/Wave | | Sheriff Genera | |
| 3-Apr-23 | 18:00 | 4-Apr-23 | 2:00 | Montrose/Wave | | Sheriff Genera | |
| 4-Apr-23 | 10:00 | 4-Apr-23 | 18:00 | Montrose/Wave | | Sheriff Genera | |
| 4-Apr-23 | 18:00 | 5-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | 8.00 |
| 5-Apr-23 | 10:00 | 5-Apr-23 | 18:00 | Montrose/Wave | 4620 | Sheriff Genera | |
| 5-Apr-23 | 18:00 | 6-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | |
| 6-Apr-23 | 10:00 | 6-Apr-23 | 18:00 | Montrose/Wave | 4620 | Sheriff Genera | 8.00 |
| 6-Apr-23 | 18:00 | 7-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | |
| 7-Apr-23 | 10:00 | 7-Apr-23 | 16:00 | Montrose/Wave | 4620 | Sheriff Genera | 6.00 |
| 7-Apr-23 | 16:00 | 8-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | 10.00 |
| 8-Apr-23 | 10:00 | 8-Apr-23 | 18:00 | Montrose/Wave | 4620 | Sheriff Genera | 8.00 |
| 8-Apr-23 | 18:00 | 9-Apr-23 | 2:00 | Montrose/Wav€ | 4630 | Sheriff Genera | 8.00 |
| 9-Apr-23 | 10:00 | 9-Apr-23 | 18:00 | Montrose/Wave | 4620 | Sheriff Genera | 8.00 |
| 9-Apr-23 | 18:00 | 10-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | 8.00 |
| 10-Apr-23 | 10:00 | 10-Apr-23 | 16:00 | Montrose/Wav€ | 4620 | Sheriff Genera | 6.00 |
| 10-Apr-23 | 16:00 | 11-Apr-23 | 2:00 | Montrose/Wav€ | | Sheriff Genera | 10.00 |
| 11-Apr-23 | 10:00 | 11-Apr-23 | 16:00 | Montrose/Wav€ | 4620 | Sheriff Genera | 6.00 |
| 11-Apr-23 | 14:00 | 12-Apr-23 | 0:00 | Montrose/Wave | 4630 | Sheriff Genera | 10.00 |
| 12-Apr-23 | 10:00 | 12-Apr-23 | 16:00 | Montrose/Wave | 4620 | Sheriff Genera | |
| 12-Apr-23 | 16:00 | 12-Apr-23 | 18:00 | Montrose/Wave | 4630 | EOS Premium | 2.00 |
| 12-Apr-23 | 20:00 | 13-Apr-23 | 0:00 | Montrose/Wave | 4630 | EOS Premium | 4.00 |
| 13-Apr-23 | 0:00 | 13-Apr-23 | 5:00 | Montrose/Wave | 4630 | Sheriff Genera | 5.00 |
| 13-Apr-23 | 10:00 | 13-Apr-23 | 16:00 | Montrose/Wav€ | 4620 | Sheriff Genera | 6.00 |
| 13-Apr-23 | 16:00 | 14-Apr-23 | 2:00 | Montrose/Wav€ | 4630 | Sheriff Genera | 10.00 |
| 14-Apr-23 | 10:00 | 14-Apr-23 | 18:00 | Montrose/Wav€ | 4620 | Sheriff Genera | 8.00 |
| 14-Apr-23 | 18:00 | 15-Apr-23 | 2:00 | Montrose/Wave | 4630 | Sheriff Genera | 8.00 |
| | | | | | | | |

| 15-Apr-23 | 10:00 | 15-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
|--------------------|-------|--------------------|---------------------|---------------------|-------|
| 15-Apr-23 | 18:00 | 16-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 8.00 |
| 16-Apr-23 | 10:00 | 16-Apr-23 | 18:00 Montrose/Wave | 4620 Sheriff Gener: | 8.00 |
| 16-Apr-23 | 18:00 | 17-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 8.00 |
| 17-Apr-23 | 10:00 | 17-Apr-23 | 18:00 Montrose/Wave | 4620 Sheriff Genera | 8.00 |
| 17-Apr-23 | 18:00 | 18-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 8.00 |
| 18-Apr-23 | 10:00 | 18-Apr-23 | 18:00 Montrose/Wav∈ | 4620 Sheriff Genera | 8.00 |
| 18-Apr-23 | 18:00 | 19-Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 8.00 |
| 19-Apr-23 | 10:00 | 19-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
| 19-Apr-23 | 18:00 | 20-Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 8.00 |
| 20-Apr-23 | 10:00 | 20-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
| 20-Apr-23 | 18:00 | 21-Apr-23 | 2:00 Montrose/Wav∈ | 4630 Sheriff Genera | 8.00 |
| 21-Apr-23 | 10:00 | 21-Apr-23 | 12:30 Montrose/Wav€ | 4620 Sheriff Genera | 2.50 |
| 21-Apr-23 | 12:30 | 21 - Apr-23 | 18:00 Montrose/Wav∈ | 4620 Sheriff Genera | 5.50 |
| 21-Apr-23 | 18:00 | 22-Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 8.00 |
| 22-Apr-23 | 10:00 | 22-Apr-23 | 14:00 Montrose/Wav€ | 4620 Sheriff Genera | 4.00 |
| 22-Apr-23 | 14:00 | 23 - Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 12.00 |
| 23-Apr-23 | 10:00 | 23-Apr-23 | 18:00 Montrose/Wav∈ | 4620 Sheriff Genera | 8.00 |
| 23-Apr-23 | 18:00 | 24-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 8.00 |
| 24-Apr-23 | 10:00 | 24-Apr-23 | 16:00 Montrose/Wav€ | 4620 Sheriff Genera | 6.00 |
| 24-Apr-23 | 16:00 | 25-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 10.00 |
| 25-Apr-23 | 10:00 | 25-Apr-23 | 16:00 Montrose/Wav∈ | 4620 Sheriff Genera | 6.00 |
| 25-Apr-23 | 16:00 | 26-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 10.00 |
| 26-Apr-23 | 10:00 | 26-Apr-23 | 16:00 Montrose/Wav∈ | 4620 Sheriff Genera | 6.00 |
| 26-Apr-23 | 16:00 | 27-Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 10.00 |
| 27-Apr-23 | 10:00 | 27-Apr-23 | 16:00 Montrose/Wav€ | 4620 Sheriff Genera | 6.00 |
| 27-Apr-23 | 16:00 | 28-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 10.00 |
| 28-Apr-23 | 10:00 | 28-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
| 28-Apr-23 | 18:00 | 29-Apr-23 | 2:00 Montrose/Wave | 4630 Sheriff Genera | 8.00 |
| 29 - Apr-23 | 10:00 | 29-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
| 29-Apr-23 | 18:00 | 30-Apr-23 | 2:00 Montrose/Wav€ | 4630 Sheriff Genera | 8.00 |
| 30-Apr-23 | 10:00 | 30-Apr-23 | 18:00 Montrose/Wav€ | 4620 Sheriff Genera | 8.00 |
| 30-Apr-23 | 18:00 | 1-May-23 | 0:00 Montrose/Wav∈ | 4630 Sheriff Gener: | 6.00 |
| • | | | | | |

TOTAL: 481.50



Monthly Activity Report Montrose Fire Department



Prepared and Presented by Kevin Triplett – Fire Chief

Period: 04/01/2023 thru 04/30/2023 (APRIL)

CALLS

Total Calls: 20

EMS Calls: 17

Other Calls:

04/14 - #23104 - Grass fire - mutual aid to Waverly FD (Woodland Twsp) 04/13 - #23101 - Grass fire - mutual aid to Watertown FD (Franklin Twsp)

04/08 - #23097 - Gas Leak (Montrose)

Total calls to Date 2023 - 111

Total calls this time in 2022 - 101

Call Districts

Montrose City: 16

Franklin Township: 1

Woodland Township: 2

Other: 0

Marysville Township: 1

of Calls APRIL 2022 = 16

2022 vs 2023 (2023 = +4)

2022 vs 2023 (2023 = +10)

TRAINING:

04/04/2023 - Staff Meeting/Truck Maintenance

04/11/2023 – First Responder Refresher 04/18/2023 – First Responder Refresher

Other Activities, Special Mention, Etc.

04/10/2023 - City Council Meeting

04/18/2023 - Dustin Falk begins as a new Firefighter with the Montrose FD

04/30/2023 – Fire trucks turned around in station again for Concrete Sidewalk repairs in front of the station

Throughout the Month – Fire Apparatus Operator Classes (Triplett, Von Thoma, DeWitte & Andreoff)

SPECIAL INFO

- Firefighter Justin Phillips decided to resign from the Montrose Fire Department effective 01/01/2022 (11 years 7 months 1 day of service to the MFD)

<u>Acknowledgments</u>

- Eddie Andreoff for completing Fire Instructor 1 course & completing/passing the state certification test
- Justin Phillips for his 11 years, 7 months, 1 day of service to the Montrose Fire Department

April 11th 2023

Dear Montrose Fire Department,

On the morning Tuesday February 7th we called 911. It appeared to us that John was having a stroke. The Montrose Fire Department was present within minutes to provide aid. Soon after the ambulance arrived.

Thanks to your quick response John is now home and recovering. We are so grateful that we have a fire department in our town and for the folks who volunteer their time to help us in our time of need. We don't recall the names of all who were there to assist but we hold you fondly in our thoughts of gratitude.

As the ambulance took John to the hospital on this icy cold day, Janine preparing to leave via car to the hospital, sees a female fire fighter scraping the ice off her car windows. You cannot know how this simple extra step made this very difficult day somehow easier to endure.

As a token of our gratitude, please accept this donation for the Montrose Fire Department to use to continue to serve our community.

Sincerely,

Janine Holter & John Pususta

Montrose MI

CITY OF MONTROSE COUNTY OF WRIGHT STATE OF MINNESOTA

RESOLUTION ACCEPTING DONATIONS

RESOLUTION 2023-09

WHEREAS, the City of Montrose is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, the following persons and/or entities have donated real property to the city in 2023:

Name of Donor

Montrose Firefighter Relief Association

***Real Property donation of new side by side firefighting vehicle – purchased & built
by HexCo Motor Sports out of Oshkosh, WI

Value = \$42,020.62

WHEREAS, the City Council finds it appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED; that the donation listed above are accepted and shall be used to enhance the response of the Montrose Fire Department and to benefit the citizens of Montrose and citizens of the Montrose Fire Department's protection district as allowed by law.

Adopted this 22nd day of May, 2023 by the City Council of the City of Montrose.

| | Signed: |
|--------------------------|------------------------------|
| | Robert W. Moynagh III, Mayor |
| | |
| | |
| tes t : | |
| Michael Sommerfeld, City | Clerk-Treasurer |



MONTROSE FIRE DEPARTMENT

05/08/2023

EMERGENCY MANAGEMENT

City Wide Safety/Security/Building upgrades

Mayor & Council

City staff and Emergency Management have identified some shortcomings in Safety & Security throughout the City and have identified some potential security and building upgrades.

The camera system only covers City Hall and is an antiquated system purchased

through Menards.

- Key Management/Security – Some staff must have multiple keys to access various buildings throughout the city. Keys have also been loaned out, given to various people for access and it is unknown if copies of keys have been made.

- Door upgrades - doors in several buildings are old and in need of repair and also are in

need of upgrades to accommodate a new key fob system.

Working with Russell Security Resource Inc. out of Buffalo, Minnesota, City Staff and Emergency Management have received various cost estimates for several projects.

1) Key Management System – this would allow for a master key system through Medco, installed by Russell's Security. This would minimize the number of keys staff would need to access needed buildings to perform their job functions. This would also eliminate any concern of copies of keys made by previous users. New keys would only be able to be made at Russell's Security and we would implement a key issuance agreement.

(Approximate Cost = \$15,397.00)

2) Camera System – This would remove the current system at City hall and have an integrated system among three sites within the city (City Hall, Wastewater Treatment Plant/Compost Site, and Community Center/Fire Station). Cameras would be added to the system to cover significant areas identified by Russell's and City Staff

(Cost based on estimate(s) = \$32,840.00)

3) Key fob system – Install access control system to various doors at public works shop, Community Center and City Hall – this will allow for quick access to buildings as well as minimize the number of hard keys that may need to be issued out to citizens. In the event a key fob is lost or not returned, it can be deactivated within the system (if a hard key is lost it would require the key core cylinders to be re-keyed.

(Cost based on estimate(s) = \$28,674.00



MONTROSE FIRE DEPARTMENT

- 4) Door replacement Replace doors at various locations to accommodate the key fob system and replace doors that are in need of significant repair
 - a. Public Works Shop door
 - b. City Hall main entry door also add ADA power opener on door)
 - c. Community Center interior vestibule doors
 - d. Community Center exterior vestibule doors
 (Cost based on Estimate(s) = \$23,050.00

Total Cost for entire project based on estimates from Russell Security \$99.961.00

During install and immediately following there would be some anticipated additional costs to include additional lock cylinders needing to be rekeyed/replaced at remote locations throughout the city. Also, there would be a cost for purchase/cutting of the security based keys. This additional associated cost is not expected to be a large increase and would be identified as the project is occurring.

Staff is requesting to approve this project and pay for the project using ARPA funds that still need to be spent that the city has received. Please allow an additional \$10,000 to be spent if necessary, as changes are expected as the project progresses. Requesting not to exceed cost of \$110,000.00

Cost estimates have NOT been included as they layout camera positions, key system security measures, and various other items we wish not to make public to increase the security of the buildings, staff and City.

If you have any questions, comments or concerns, please feel free to contact City Staff or myself

Kevin S. Triplett

Kevin S. Triplett Fire Chief/Emergency Management Director Montrose Fire Department/City of Montrose



MONTROSE FIRE DEPARTMENT

05/08/2023

EMERGENCY MANAGEMENT

Mayor & Council

City Staff and Emergency Management has identified a security concern at the location of the AC units and newly installed standby generator at the Community Center on the south side of the building. In the past a dog kennel was used to secure the AC units. This was removed to accommodate the installation of the new standby generator. City Staff and Emergency Management is requesting to fence in the area to secure the unit(s) from being tampered with. Two options have been identified for fencing materials. 1) Vinal maintenance free fencing and 2) Chain-link fencing. There are pros and cons to both types of fencing. Chain-link fencing is close to 60% cheaper than the vinal fencing. Chain-link fence will allow for more and adequate air flow into and out of the "secured" area. Vinal fencing will block vision to the secured area. The vinal fencing is only available in white or almond.

I have received various quotes from various companies regarding vinal fencing installation and chain link fencing. The companies I have reached out to for various quotes include; Sterling Fence Inc (Eden Prairie/Brooklyn Park/Bloomington/Wayzata)., Northland Fence (Ramsey), The Shed & Fence Company (St. Bonifacius), Century Fence (Foret Lake) & Superior Fence & Rail Inc. (Rogers). Vinal Fence estimates came in anywhere from \$4280.00 to 7,530.00. Chain-link fencing came in anywhere from \$2,710.00 to \$8,520.00

All bids received were required to have 6ft height and an opening gate of at least 8ft.

It is staff's recommendation to install a 6ft black chain link fence with bottom rails with double gate and award the project to The Shed & Fence Company out of St Bonifacius (Cost quote/estimate = \$2,710.00). Request for this project to be paid out of the ARPA funds the city received and allow for \$1000 in additional costs as the project moves forward.

Request motion to approve the construction of a 6ft black chain link fence with bottom rails and 8ft double gate for a not to exceed cost of \$3700.00 through The Shed & Fence Company out of St Bonifacius, MN.

Respectfully submitted

Kevin S. Triplett

Kevin S. Triplett Fire Chief/Emergency Management Director Montrose Fire Department/City of Montrose City of Montrose Economic Development Authority Meeting 311 Buffalo Avenue South Montrose, MN 55363 Tuesday, May 16, 2023 12:00 P.M.

1. CALL TO ORDER

Pursuant to call and notice the Montrose Economic Development Authority (EDA) met in Regular Session on Tuesday, May 16, 2023 at 12:00 p.m.

EDA President Paradeise called the meeting to order at 12:00 p.m.

2. ROLL CALL

Present:

EDA President David Paradeise

EDA Member Matt Smith EDA Member Sonya Tourville

Staff Present:

Ms. Jessica Bonniwell, City Administrator

Mr. Michael Sommerfeld, City Clerk/Treasurer

Absent:

Mayor Kirby Moynagh

3. APPROVAL OF AGENDA

EDA Member Smith motioned to approve the May 16, 2023 agenda as presented. EDA Member Tourville seconded the motion. Motion carried 3-0.

4. APPROVAL OF MINUTES

- A. January 17, 2023 Economic Development Authority Meeting Minutes
- B. February 21, 2023 Economic Development Authority Meeting Minutes

EDA Member Smith motioned to approve the January 17, 2023 and February 21, 2023 Economic Development Authority Meeting Minutes as written. EDA Member Tourville seconded the motion. Motion carried 3-0.

5. TREASURER'S REPORT

A. Economic Development Authority Fund = \$255,004.10

Mr. Sommerfeld gave an update on the EDA Funds.

- B. EDA Revolving Loan Fund \$257,754.78
- C. Economic Development Authority Accounts Payable February 21, 2023

EDA President Paradeise motioned to approve the February 21, 2023 Economic Development Authority Accounts Payable. EDA Member Smith seconded the motion. Motion carried 3-0.

D. Economic Development Authority Accounts Payable - April 18, 2023

EDA President Paradeise motioned to approve the April 18, 2023 Economic Development Authority Accounts Payable. EDA Member Tourville seconded the motion. Motion carried 3-0.

6. OLD BUSINESS

A. Preserve Development Update

Ms. Bonniwell stated that there has been some interest from a couple developers that may submit a proposal before the June 1, 2023 deadline.

B. Initiative Foundation 2023 Contribution - \$260.00

Ms. Bonniwell stated that since there was no quorum at the February 21, 2023 EDA Meeting, this item will need formal approval.

EDA Member Tourville motioned to approve a Contribution to the Initiative Foundation for 2023 in the amount of \$260.00. EDA President Paradeise seconded the motion. Motion carried 3-0.

7. NEW BUSINESS

A. Possible New Member Discussion

EDA President Paradeise stated this item would be tabled since the possible new member was unable to attend the meeting.

B. Child Care in Montrose

Jolene Foss from Wright County EDP was in attendance and stated that if the EDA is interested in looking into child care options, they should start with contacting Teri Steckelberg at First Children's Finance. Ms. Foss stated that First Children's Finance will conduct a feasibility study to determine the number of existing spots for child care, and the current need that exceeds the existing facilities. Ms. Foss stated there are loan programs and other benefits offered by First Children's Finance to assist with the development of child care facilities. EDA Member Tourville stated she would be willing to contact Teri Steckelberg to get the process started to determine need in the area.

C. Ideas to Attract New Business to Montrose

Ms. Foss stated that she spoke with a developer that was potentially interested in the Preserve and discussed a mixed-use development that would provide commercial and residential opportunities. Ms. Bonniwell stated that she also had been telling prospective developers that Council would potentially be open to a mixed use or form planning in order to provide that mix and potentially have some commercial spaces for businesses looking to move to Montrose. Ms. Bonniwell stated that she does get calls from businesses from time to time that are looking for a space to move into for their business within the city and there are not many spaces that a business could move into, and the city is missing on those opportunities because there are no spaces currently available. EDA Member Tourville stated she would like to see a mixed-use development to try to attract businesses to town with a space for them to use. Other ideas that were discussed for business development were to attend or host a job fair or job expo with some of the businesses in town, or join a larger expo to inform people of the job opportunities that exist in Montrose. Ms. Foss stated that 70% of people leave Wright County for work, but Wright County has great jobs available and she wants people to stay in the county and save gas by not having a commute. Another idea, suggested by EDA Member Tourville, would be to try to attract an investment group that is interested in building a commercial or mixed-use development and rent out spaces for profit. Ms. Foss also discussed the Wright County EDP initiative for Business Retention and Expansion visits to existing businesses in town and asked if the EDA had any ideas for future visits. The EDA stated that they thought Milhausen Auto and Emery's Truck and Trailer Repair would be two good businesses to touch base with regarding retention and expansion. Ms. Foss stated that Wright County EDP is still working on community resource marketing/brochures that will be completed in 2023 and will be a compendium of Wright County cities and have general and business information about the different communities. EDA Member Tourville asked about available commercial land and if it was still for sale. Ms. Bonniwell stated that yes, the land on Highway 12 to the east of town is still available, as well as the land out near the Xcel Energy station, but the property is quite expensive and potentially prohibiting businesses from purchasing due to price of the land.

| 0 | NEYT | MEETING |
|------------|------|----------------|
| δ . | NEXI | MEELING |

A. Tuesday, June 20, 2022 at 12:00 p.m. in the Montrose City Hall Conference Room

9. ADJOURNMENT

EDA Member Tourville motioned to adjourn the meeting at 12:55 p.m. EDA Member Smith seconded the motion. Motion carried 3-0.

Council Member David Paradeise President City of Montrose Economic Development Authority

ATTEST:

Jessica Bonniwell City Administrator City of Montrose City of Montrose Planning and Zoning Commission Meeting Montrose Community Center 200 Center Avenue South Wednesday, April 12, 2023 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, April 12, 2023 at 7:00pm.

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

2. ROLL CALL

Present: Commissioner Charles Smallwood

Commissioner Catherine Neiberger Commissioner Roger Fraumann Commissioner Shawn Cuff City Council Liaison Sam Solarz

Absent: Commissioner Sylvia Henry

Staff Present: Ms. Jessica Bonniwell, City Administrator

Mr. Bob Kirmis, City Planner

3. PLEDGE OF ALLEGIENCE

The Pledge of Allegiance was taken.

4. APPROVAL OF THE AGENDA

Commissioner Fraumann motioned to approve the April 12, 2023 Planning and Zoning Meeting Agenda as presented. Commissioner Neiberger seconded the motion. Motion carried 4-0.

5. APPROVAL OF THE MINUTES

A. January 11, 2023 Planning and Zoning Commission Meeting Minutes

Commissioner Fraumann motioned to approve the January 11, 2023 Planning and Zoning Commission Meeting Minutes as presented. Commissioner Cuff seconded the motion. Motion carried 4-0.

6. PUBLIC HEARING

A. To Consider a Request for an Amendment to the City Code Related to an Allowance for Keeping Chickens on Certain Residential Property

Commissioner Smallwood motioned to close the Planning and Zoning meeting and open the Public

Hearing at 7:03 p.m. Commissioner Cuff seconded the motion. Motion carried 4-0.

Mr. Kirmis reviewed the memos that were prepared by the planning staff as follows:

The City is considering a discussion of the various aspects of permitting chickens on residential property. This issue has been raised in the past, although the City has declined to change the ordinances to accommodate those requests.

Prohibiting Chickens in Residential Areas:

The reasons for maintaining a prohibition depend largely on the community, but a sampling of those issues follows:

- Neighbor complaints. For many communities that allow chickens, there are a variety of impacts that have occurred. Cities have received complaints over: the visual aesthetic of the coops and enclosures; occasional odors that can be generated by the chickens and/or the facilities; noise generated by the chickens (even hens); and increases in predators (fox/coyotes/feral cats, etc.).
- Abandonment: Hens no longer lay eggs; chickens no longer wanted; and structures that remain after the chickens are gone.
- Management: Many cities have chosen not to permit chickens due to the size and/or expertise of staff in handling violations and complaints, settling neighbor disputes, reviewing and judging applications, etc. This aspect may be particularly relevant for Montrose, which maintains a small administrative staff.

Allowing Chickens in Residential Areas:

There is a broad range of methods that cities have used in regulating or permitting chickens, when the city chooses to do so. These range from simple site plan reviews by staff, to permit approvals by Planning Commission and/or City Council, adoption of simple or highly complex ordinances, and licensing, either one-time licenses or regular (usually annual) renewals. The complexity of the process bears directly on the staff time and expertise in operating the licensing program.

The City of Delano adopted a very complex ordinance, with many specific regulations and rules for both the application process, as well as the ongoing operational aspects. Monticello allows chickens and their experience has been mixed, with highly motivated and focused licensees typically raising few complaints, but with more issues related to those who initiate chicken-raising but lose interest or ability. The City of Buffalo does not currently permit chickens.

It should be noted that some cities have followed the City of Minneapolis model of allowing chicken licenses following notification of, and approval by, adjoining neighbors. This approach is technically only permitted in the largest cities in Minnesota, which have different zoning authority than cities under 100,000 in population allowing them to rely on neighborhood review of zoning decisions.

At the August 2021 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 is attached to this memorandum. 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 allowing more, and sometimes, variably increasing numbers according to lot size.
- 3) Properties excluded from the allowance lot size, single family use or otherwise, adjacency to certain other sensitive land uses.
- 4) 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 properties; etc.
- 5) Cleanliness and site conditions.
- Feed storage.
- 7) Administrative requirements:
 - i. Permit from the City required?
 - ii. Permit application information?
 - iii. Annual, Permanent, or renewable permitting?
 - iv. Permit fees?
- 8) 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 with 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.

If the Planning Commission, and ultimately the City Council, decide to proceed, a discussion of the above points should occur, and staff can prepare an ordinance to address that direction.

Summary:

Chickens can be a highly divisive issue for small communities. The connection to the rural landscape often results in an interest in pursuing rural actions, even though the community development pattern is

more urban or suburban in character. The interest in residential chickens is most often brought by those would be responsible owners, and have the level of commitment needed to maintain their facility, the city is not likely able to ascertain in advance who will manage their use well, and then it becomes both a negative impact on neighborhoods, and a burden on the city to enforce its licensing or nuisance regulations.

There are certainly areas where chickens in residential areas have not caused problems. Unfortunately, there are numerous examples of the opposite. Introducing a rural or agricultural use into a suburban residential district is likely to raise issues that most residential neighbors did not anticipate as a part of their occupancy. While it is possible to manage for those impacts, it can require a significant amount of attention from the City to ensure that problems do not start – or escalate – into neighborhood conflicts.

If the City chooses to pursue this further, the issue will be balancing the City's up-front processing requirements with the City staff's capacity for both reviewing permit applications, and intervening when permitees fall short of their permit obligations and complaints come in. This aspect would be the next stage of discussion if the City goes forward.

Commission Discussion and Public Comment:

Commissioner Neiberger asked about the lifespan of chickens and stated she did not believe they would be able to produce eggs for more than a few years, if that is what people are looking to have chickens for. Ms. Bonniwell stated that Commissioner Neiberger was correct and the egg-bearing years for chickens are limited and then people would have to think about how they would dispose of the chickens by slaughtering or giving to a rescue. The planner stated in his report that many times chicken rescues are overwhelmed by the amount of chickens they receive because people enter into farming chickens for eggs without understanding the whole picture. Commissioner Neiberger asked if people were looking to be allowed to have chickens for the eggs or for pets. Ms. Bonniwell stated she believed most people are looking to have eggs from raising chickens. Council Member Solarz stated that with the price of eggs, he believes the commission should consider allowing chickens and changing the ordinance.

Ms. Bonniwell stated she received one email from residents that were unable to attend the meeting and Council Member Solarz received two other emails as follows:

943 Breckenridge Lane – Andy & Bailey Krauss "We're pro poultry and cannot attend the meeting tonight in person. Please include us as in approval of chickens in residential Montrose."

905 Wyatt Circle - Kaitlyn & Ben Ostrander "In favor of chickens"

820 Cole Avenue - Michael & Amanda Green "In favor of chickens"

Commissioner Smallwood asked the members of the audience if they would like to speak on the matter.

205 Garfield Ave S - Michelle Otto

Ms. Otto stated that she is not in favor of having chickens because of a previous neighbor that had chickens and dumped the waste from the chickens in the pond behind his home, adjacent to the Otto home. Ms. Otto stated that this is brought up almost every year and nobody comes to the meetings in support of chickens and thinks this should be put to rest. Ms. Otto stated that residents in Montrose seem to have a hard time taking care of their domestic dogs and cats, and wouldn't think it would be any different for chickens. Ms. Otto also mentioned code enforcement and the city's lack of resources to enforce code on an active basis.

Commissioner Neiberger stated that hearing from three households via email that are in favor of chickens, and not even coming in person, is not a majority amount to use as a consideration point for allowing chickens. The commission would want to hear from several people in favor of allowing chickens before they would be willing to support allowing that type of farm animal in residential areas. Commissioner Neiberger stated she understands people wanting to support their family and having chickens for eggs seems like a good idea, but for \$6.00 someone can buy a couple dozen eggs, which would be much less work and money than having chickens for eggs. Council Member Solarz pointed out that eggs have been much less in the past and are relatively expensive and would support people having chickens for eggs.

Commissioner Cuff asked Mr. Kirmis if Delano has active code enforcement out doing inspections on the chicken coops and ensuring people are following ordinance. Mr. Kirmis stated that he did not believe Delano does proactive code enforcement and would only inspect a chicken operation if they received a complaint.

Commissioner Fraumann stated that he did some research and found a really good article that was very thorough and discussed many of the pros and cons that have been presented in the Planner reports. The article was shared with the commission members and the public that were in attendance.

Commissioner Smallwood asked if anyone had additional comments for the public hearing portion of the meeting.

Commissioner Neiberger motioned to close the Public Hearing and open the Planning and Zoning meeting at 7:38 p.m. Commissioner Cuff seconded the motion. Motion carried 4-0.

The commission had a brief conversation about whether or not they would like to change the ordinance to allow chickens, and ultimately came to the decision to keep the ordinance the same and not allow chickens in residential areas.

Commissioner Fraumann motioned to Not Amend the Zoning Code to Allow Chickens on Certain Residential Property and Keep the Current Code in Place. Commissioner Cuff seconded the motion. Motion carried 4-0

7. OLD BUSINESS

No Old Business

8. NEW BUSINESS

A. Updates from City Planner

Ms. Bonniwell stated that LGI is working on a change to their tree preservation and removal plan for their approved plat for Northridge 6th addition. Staff is currently reviewing the plans to hopefully have an amended Developer Agreement at the May 22, 2023 City Council meeting for approval consideration.

9. NEXT MEETING

A. Rescheduled to Wednesday, May 24, 2023 to be held at the Montrose Community Center - 7:00 p.m.

10. ADJOURNMENT

Commissioner Fraumann motioned to adjourn the meeting at 7:43 p.m. Commissioner Neiberger seconded the motion. Motion carried 4-0.

Charles Smallwood Planning and Zoning Chair City of Montrose

ATTEST:

Jessica Bonniwell City Administrator City of Montrose

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF MONTROSE, MINNESOTA, hereinafter referred to as the "Client" or "City" and GRITTMAN CONSULTING, LLC., hereinafter referred to as the "Consultant".

WITNESSETH:

ARTICLE 1. AREA OF SERVICE

That the Client does hereby agree to utilize the Consultant to render professional technical planning, zoning, and development assistance services to the extent and kind described in Article 2 below in and for the City of Montrose, Minnesota.

ARTICLE 2. SERVICES OF THE CONSULTANT

The Consultant hereby agrees to render the professional services as follows after receipt of work authorization by the City Administrator (the Client's representative), or their designee.

A. <u>Technical Planning and Development Assistance</u>

- CITY-INITIATED TECHNICAL ASSISTANCE: The Consultant shall provide general assistance and consultation to the Client, including:
 - a. Advise, consult, and report regarding the Client's planning, zoning, and development related functions and activities.
 - b. The Consultant will be available to engage in routine correspondence, attend staff meetings for purposes including, but not limited to, development-related reviews, pre-design and/or pre-application, application review, post-approval staff meetings if such meetings are not assignable to a private applicant escrow, assist and advise the Client on the administration, structure, forms, procedures and processing of the recommendations which are received and accepted by the Client.
 - c. Prepare staff reports, resolutions, ordinances and other documents analyzing and supporting staff or consultant research and recommendations on City-initiated planning items, whether or not scheduled for public review. Such documents may include review and reporting for projects initiated by other government agencies where the Consultant prepares such reviews for use by the City in consideration of

- the City's participation in, or response to such projects. Examples of such agencies may include, but not be limited to, Wright County, multi-jurisdictional study groups, or similar entities. Direct production of research and materials on behalf of such entities shall be subject to the terms of Paragraph A.3.
- d. On a monthly basis, attend up to one (1) regularly scheduled Planning Commission meeting, and up to one (1) additional evening meeting provided the Consultant's schedule permits. Meetings under this section may include those held by other governmental agencies at which the Consultant is in attendance representing the City's interests.
- e. Services under the section shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.A. of this Agreement.
- f. The meetings included in Subp. d. of this section are a general obligation of the Consultant, and meetings missed for pre-scheduled vacation, illness, or unforeseen circumstances shall not impact the fees charged under this section. The Consultant agrees that foreseeable absences, including vacations, will be coordinated with the City in advance, and that the Consultant agrees to make every effort to schedule in such a way as to minimize such absences.
- 2. <u>PRIVATELY-INITIATED TECHNICAL ASSISTANCE.</u> The Consultant shall provide general assistance and consultation to the Client, including:
 - a. Advise and report regarding the Client's planning, zoning, and development applications, and other related functions and activities initiated through an inquiry and/or formal application from a non-Client party, including when such charges are assignable to an applicant's escrow account.
 - b. The Consultant will be available to attend staff meetings chargeable to the Applicant's fee and/or escrow account, assist and advise the Client on the administration, structure, forms, procedures, and processing of the recommendations which are received and accepted by the Client.
 - c. Prepare staff reports, resolutions, and other documents analyzing and supporting staff research and recommendations on Privately-initiated planning items, whether or not scheduled for public review.
 - d. Services shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.B. (Hourly Rate) of this Agreement.
- 3. <u>CITY-INITIATED ASSISTANCE (OTHER)</u> From time to time, projects that exceed the routine review and analysis or common city processes for planning and zoning-related issues may be found to be outside the scope of the items identified in 2.A.1. In such matters, the Client may request a specific quote or proposal and scope of services for the identified project, the work for which would be invoiced separately per the Consultant's charge rates found in the Rate Schedule.

For such projects, no work shall be commenced, nor compensation owed, until a written approval is granted by the Client and the work is expressly directed. The Consultant hereby agrees that any such work is eligible at all times to be submitted for competitive bid, to the Consultant and/or outside consultants, without obligation of the Client to the Consultant under this Contract.

Services shall be rendered on an as needed basis to be determined by the Client's representative as noted herein. Any services performed under this Article will be billed on a monthly basis as per Article 4.B. (Hourly Rate) of this Agreement, and according to the agreed budget if any.

ARTICLE 3. SERVICES OF THE CLIENT

The Client hereby agrees to furnish to or make available for examination or use by the Consultant, without charge, the following:

- A. Agendas for all meetings when attendance of the Consultant is required within a reasonable time to allow for review of each relevant item on the agenda.
- B. All materials and documents applicable to all agenda items. Such material and documents shall be submitted to the Consultant within a reasonable period of time before any meeting at which time they are to be considered.
- C. Material and documents, as determined by the Consultant, that are necessary for the services to be performed, including meeting minutes, development regulations, Comprehensive Plan documents, or other related documents.

ARTICLE 4. PAYMENT

A. Technical Planning and Development Assistance

The Client hereby agrees to pay the Consultant for professional services included in Article 2. of this Agreement as follows:

- 1. PAYMENT FOR CITY-INITIATED TECHNICAL ASSISTANCE. The work described in Article 2.A.1 shall be invoiced pursuant to the hours charged for "City-Initiated Rates" in accordance with the rate schedule attached hereto. Said charges shall be invoiced separately from other costs invoiced under Articles 2.A.2 and 2.A.3. At the Client's request, the Consultant may itemize the work done under this Article. The rate schedule shall be subject to adjustment each calendar year.
- PAYMENT FOR PRIVATELY-INITIATED TECHNICAL ASSISTANCE. The
 work described in Article 2.A.2 shall be invoiced on a time and materials
 basis in accordance with the rate schedule attached hereto for "PrivatelyInitiated Rates". The Consultant shall provide an invoice itemizing work

- completed by project name and number. The rate schedule shall be subject to adjustment each calendar year.
- 3. PAYMENT FOR CITY-INITIATED ASSISTANCE (OTHER). The work described in Article 2.A.3 shall be invoiced on a time and materials basis in accordance with the rate schedule attached hereto for "City-Initiated Rates", if hourly, and/or for the agreed-upon fixed fee if applicable. The rate schedule shall be subject to adjustment each calendar year.
- 4. If the Client finds it necessary to abandon requested work, the Client shall notify the Consultant in writing and the Consultant shall be compensated for all work completed and materials expended prior to said notice.
- 5. The Consultant shall submit a statement of services rendered under Article 2. on a monthly basis payable by the Client.

ARTICLE 5. INDEMNIFICATION AND INSURANCE

- A. Indemnification. For lawsuits or legal actions brought by a third party against the Client, which also names the consultant, resulting from negligence, reckless, or improper actions of the Client or the consultant, each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants and employees in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or other applicable statutes or common law
- B. Insurance Requirements. The Consultant agrees that, in order to protect itself, as well as the Client, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in full force and effect the following insurance protection in amounts not less than the limits specified below, or greater as necessary:
 - 1. Commercial General Liability \$2,000,000.00 per occurrence, including the following endorsements:
 - a. Automobile coverage \$100,000/\$300,000.

Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the Client.

C. In the event that the Client consists of two (2) or more municipal or corporate entities, each shall be jointly and severally liable for all payments due the Consultant authorized pursuant to this contract.

ARTICLE 6. TERM AND TERMINATION

- A. This Agreement is effective upon approval by the Montrose City Council and will terminate on December 31, 2024, unless otherwise extended in writing by both parties. This Agreement may be terminated by either party upon thirty (30) days written notice for any reason.
- B. In the event of termination by the Client, the Client shall pay the Consultant for work completed prior to the termination date on a time plus materials basis, such payment to be made within thirty (30) days after receipt of Client of a final invoice showing work completed and delivery of all materials prepared for the Client for which payment has been made.
- C. In the event of termination by the Consultant, the Consultant shall forward to the Client on or prior to the termination date any unearned fees or retainers held by the Consultant within thirty (30) days of termination date.

ARTICLE 7. OTHER PROVISIONS

- MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply A. with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. Consultant does not have a duty to provide access to public data if the data are available from the City. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
- B. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall defend and hold harmless the City from loss or damage resulting therefrom, but the Consultant shall not be liable for any defense of the City's use of such software, designs, drawings,

- or specifications when the Consultant has provided written notice of the source of any such materials.
- C. RECORDS/AUDIT. Pursuant to Minn. Stat. section 16C.05, subd. 5, Consultant shall allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Consultant's books, records, documents, and accounting procedures and practices, as well as maintain complete and accurate records of hours worked and expenses involved in the performance of services for a period of no less than six years following said work.
- D. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- E. NO TRANSFER. It is mutually agreed that this Agreement is not transferable by either party to a third party without the written consent of the other. The Consultant, at its own discretion, may seek professional assistance with certain aspects of any project. Such work shall at all times be subject to the Client's acceptance as if it were completed wholly by the Consultant, and shall be invoiced as such, under the requirements of Articles 2 and 4 of this agreement and in compliance with Minnesota Statutes §471.425.
- F. **REPORTS PROPERTY OF CITY.** The Consultant's reports and other materials prepared in the performance of this Agreement are instruments of services and remain the property of the Client. However, any further distribution of these reports by the Client must note the Consultant as the source.
- G. INDEPENDENT CONTRACTOR. All services provided pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Consultant, or any other person engaged by the Consultant in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. All actions which arise as a consequence of any act or omission on the part of the Consultant, its officers, employees, subcontractors, or agents, or other persons engaged by the Consultant in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Consultant, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
- H. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- I. NO DISCRIMINATION. The Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, religion, or other protected class.

- J. ENTIRE AGREEMENT/AMENDMENTS. This Agreement will constitute the entire agreement between the City and the Consultant and supersedes any other written or oral agreements between the City and the Consultant. This Agreement can only be modified in writing signed by the City and the Consultant.
- K. SEVERABILITY. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

| CONDITIONS HEREIN AGREED TO: | |
|--------------------------------|------|
| GRITTMAN CONSULTING, LLC. | |
| | |
| Stephen W. Grittman, Principal | Date |
| MONTROSE, MINNESOTA | |
| Mayor | Date |
| City Administrator | Date |

Please Sign and Return One Copy

Exhibit A

Fee and Rate Schedule

Article 2.A.1. - City Technical Assistance: \$165.00 per hour

Article 2.A.2. – Private Technical Assistance: \$180.00 per hour

Article 2.A.3 – City Technical Assistance (Other): \$165.00 per hour

(Or per fixed fee, as separately agreed)

*Fees are inclusive of all direct costs, including routine travel, printing and reproduction, business overhead, or other office expenses related to the attendance at meetings or production of required documents and materials.

Other Charges:

- Expenses related to required travel out of state or overnight (direct cost of travel and hotel, plus per diem). Other routine expenses covered by the Retainer as noted above.
- Charges for sub-consultants identified to and approved by the Client representative beforehand, at a rate to be determined based on personnel – for privately generated work only. (No assignment of projects by consultant to any other personnel may occur without prior approval of the client).
- Charges for expert or other testimony arising from legal proceedings involving the community, in which the consultant is called for depositions, witness testimony, general advice, or other purpose, and any related preparation and research – to be invoiced separately at the hourly rate for Privately-initiated Technical Assistance.



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:

May 18, 2023

To:

Honorable Mayor Moynagh Members of the City Council

From:

Jared Voge, P.E.

City Engineer

Justin Kannas, P.E. Assistant City Engineer

Subject:

2021 Downtown Improvement Project

Montrose, Minnesota Project No.: W13.120514

Council is currently considering whether or not to assess a portion of the 2021 Downtown Improvement Project project costs to benefitting property owners. As additional historical information for council, we compared the assessments for the 2021 Downtown project to the County Road 12 improvement project. The assessments for the County Road 12 project were approximately 13 percent of the total project cost. We have prepared an alternative assessment scenario, which reduces the assessment amount of the Downtown Improvement Project to 13 percent of the estimated project amount. We have provided approximate assessment amounts based on various lot sizes for the preliminary rates and the reduced rates for your consideration below:

| Assessment Amounts Based on Preliminary Rates | | | | |
|---|-------------|--|--|--|
| Lot Size | Total | | | |
| 50 | \$8,160.00 | | | |
| 75 | \$11,560.00 | | | |
| 100 | \$14,960.00 | | | |

| Assessment Amounts Based on Reduced Rates | | | |
|---|------------|--|--|
| Lot Size Total | | | |
| 50 | \$4,440.00 | | |
| 75 | \$6,290.00 | | |
| 100 | \$8,140.00 | | |

The preliminary and revised Assessment Rates and Totals are shown below.

| ASSESSMENT RATES & TOTALS | | | | | | |
|--------------------------------|-----------------------------------|-------------------------------|------|-------------------------------------|---------------------------------|--|
| ITEM | PRELIMINARY ASSESSMENT RATE | REDUCED ASSESSMENT RATE | UNIT | PRELIMINARY ASSESSMENT TOTALS | REDUCED ASSESSMENT TOTALS | |
| Curb & Gutter – Reconstruction | \$16.00 | \$8.75 | Foot | \$259,568.00 | \$141,951.25 | |
| Street – Reconstruction | \$71.75 | \$38.75 | Foot | \$1,164,000.25 | \$628,641.25 | |
| Sanitary Sewer Main | \$16.75 | \$9.25 | Foot | \$245,253.50 | \$135,438.50 | |
| Sanitary Sewer Service | \$590.00 | \$320.00 | Each | \$52,510.00 | \$28,480.00 | |
| Watermain – Reconstruction | \$18.75 | \$10.25 | Foot | \$274,537.50 | \$150,080.50 | |
| Water Service – 1" | \$770.00 | \$420.00 | Each | \$63,910.00 | \$34,860.00 | |
| Water Service – 6" | \$1,540.00 | \$1,540.00 | Each | \$7,700.00 | \$7,700.00 | |
| Storm Sewer – Reconstruction | \$12.75 | \$7.00 | Foot | \$206,843.25 | \$113,561.00 | |
| Sidewalk | _ | _ | - | - | - | |
| Mill & Overlay | _ | - | _ | - | _ | |

TOTAL \$2,274,322.50 \$1,240,712.50

We recommend that the City Council review the financial impact that the 13% assessment may have on the City and affected property owners. If the City Council desires to proceed with the above alternative, we recommend that you pass a motion to revise the assessment roll with the rates shown above.

If you have any questions on the above, please call.

JAV/sjj

City of Montrose Park & Recreation Commission

Minutes April 13th, 2023

Pursuant to call and notice the Park & Recreation Commission met on April 13th, 2023 at 6:30 p.m. at Montrose City Hall.

1. CALL TO ORDER

The meeting was called or order at by Commissioner Isle @ 6:27 pm.

2. ROLL CALL

Present were Commission Members Duane Isle, Eddie Kolasa, Josh Swanson and Kayla McCluskey. Also present were Deputy Clerk Cristy Gerard, City Council Member Michelle Otto, City Council Liaison Nicole Andreoff as well as Public Works Director Dan Remer. Commission member Toby Nelson was absent.

3. APPROVAL OF MEETING AGENDA

A motion was made by Commissioner Isle to approve the meeting agenda. The motion was seconded by Commissioner Swanson. Motion carried 4-0.

4. APPROVAL OF MARCH 9th MEETING MINUTES

Commissioner McCluskey made a motion to approve the March 9th meeting minutes. The motion was seconded by Commissioner Kolasa and carried 4-0.

5. TREASURY REPORT

It was discussed and decided that a running treasury report would be requested from the city treasurer to have at future meetings for the Commission to see balance and expenditures.

6. OLD BUSINESS

a. Park & Trail Plan

It was advised that each Commissioner review the Park and Trail plan in its entirety and bring any proposed changes to the next monthly meeting.

b. Regional Park

Discussion beyond the seasonal planting was tabled by the Commission. Future plans for the park will be re-assessed Fall of 2023.

7. NEW BUSINESS

a. Seeding/Planting Options for Regional Park

Tyler Thorndahl of Prairie Restoration, Inc. was present at the meeting to discuss the process and costs of converting a portion of Regional Park into wild prairie. The purpose of which is to beautify a section of the park with beneficial prairie habitat as well as solve the issue of park maintenance until further plans are established and the park is developed. Commissioner Isle proposed that a request is presented to City Council for funds for the initial site preparation, initial plantings and prairie maintenance for the subsequent 3 years. Commissioner Isle then made the motion to approve this request. The motion

was seconded by Commissioner Kolasa and carried 4-0. Commissioner Isle will present this proposal at the next City Council meeting. Tyler will schedule a site visit out to Regional Park with Dan Remer and Dan will notify the Commission if we would like to be present.

b. **SWCD Tree Program**

Eric Mattson of the Wright County Soil & Water Conservation District presented some information on their current tree sale. The Commission discussed possibly setting up an area to grow some small trees prior to planting in our parks. He also had some recommendations for the perennial species for the Regional Park prairie planting that the Commission will consider when that project moves forward.

c. Park Bench Update

Nicole Andreoff notified the Commission that the park bench being donated by Carpentry Contractors will be completed by the first week of May. It was decided by the Commission that the bench will be placed/installed at Regional Park. The Commission will travel to Regional Park during the May meeting to decide where the bench should be located in the park. Public Works will then coordinate with CCC to get the bench delivered and installed.

d. Swing Set Installation and Quote

It was decided that the 2 swingsets donated by the Lions Club would be installed at Lions Park (3-seater swingset) and Lent Park (2-seater swingset). At Lions the new swingset will replace the old one. The Commission will travel to Lent Park during the May meeting to decide on the exact location for the swingset going in there. Public Works will then get install scheduled with French Lake Concrete.

e. Community Gardens

- Location of new plots: Dan Remer will get utility locating done and as long as there are no utility lines he will see that new plots are tilled up directly East of the existing plots. This will double the size of the Community Garden.
- ii. 2023 Sign-ups: All of the current plots are rented and there is one person on the waiting list for multiple new plots.

f. Change in Meeting Times

Due to scheduling conflicts for Commission members, starting in June the monthly meetings will be held on the 2nd Monday of each month starting at 6:00pm. A motion to make this change official was brought by Commissioner Kolasa and seconded by Commissioner Swanson. Motion carried 4-0.

g. Summer Splash

Summer Splash event is scheduled for July 15th from 12:00-2:00pm at Northridge park. The Commission will continue planning in upcoming meetings and will reach out to Bolton & Menk Engineering to ask if they would like to sponsor the event.

h. City Flower Pots

Rustic Gardens is planting the city flower pots as in previous years. Except for the pot at the stoplight, which is planted by Untied's Farms.

8. **NEXT MEETING**

The next regular meeting will be held May 11th, 2023 at 6:30 pm at City Hall.

9. ADJOURN

Commissioner Kolasa motioned to adjourn the meeting at 8:11 pm, Commissioner Swanson seconded the motion. Motion carried 4-0.



31646 128th Street, Princeton, Minnesota 55371 Office: 763-389-4342 Fax: 763-389-4346

Proposal for creating a native prairie for the City of Montrose:

| To: | Dan Remer | From: | Tyler Thorndal – Site Manager |
|--|---|---|---|
| Organizati | on: City of Montrose | Phone: | 952-955-30400 |
| | | Email: | tthorndal@prairieresto.com |
| | | Date: | 5/12/2023 |
| | for considering Prairie Restor An estimate for 3 years of mar | | ve prairie construction on 11 acres of city this proposal. |
| Costs: | | | |
| Sit Se | | | \$3,115 |
| Quote doe Quote incl | s not includes paying prevailir s not include grading or topso udes furnishing and installing d like PRI to proceed with the a | oil placement. all listed seed and erosi | |
| Customer S | Signature: | Date: | |
| Please let n | ne know if you have any question | ons, and thank you for co | nsidering Prairie Restorations Inc. |
| Thank you, | | | |
| Tyler Thor Site Manag Watertow 612-708-9 952-955-3 | ger n, MN 429 cell | | |





31646 128th Street, Princeton, Minnesota 55371 Office: 763-389-4342 Fax: 763-389-4346

Management:

- 1. Management (maintenance) plays a vital role in the eventual success of any native landscape installation, especially during the establishment period. Active management of your native landscape is highly recommended to give the project the best opportunity for long-term success.
- 2. During the germination year, the project area may need to be mowed to control annual weed development. If a "closed" canopy of weed cover develops, it should be mowed to aid in the growth of the prairie seedlings by reducing competition. Mowing may also be necessary if the weeds are about to set seed. Optimum cutting height, depending on the wildflower species present, is typically 4 to 6 inches. It is important that the clippings are finely mulched to prevent smothering. PRI can provide the mowing services if desired. Please refer to the cost section of this proposal for a mowing quote.
- 3. In years following the first growing season, Integrated Plant Management (IPM) services are utilized to control annual, biennial, and perennial weed species within the developing native landscape. Typical IPM services include spot herbicide spraying, spot mowing, herbicide wicking or hand weeding. These services are billed on a per trip cost agreed upon prior to the growing season. Rough estimates are provided in the cost section of this proposal for these future management activities.
- 4. Prescribed burning is a highly effective management tool and may be recommended for your project as it matures. Burning stimulates native species to grow more robustly and also help to deter the presence of many non-natives and/or woody species. Prescribed burning, when recommended, will be provided as a separate lump sum cost.
- 5. In lieu of burning, or during years when the site is not burned, a Spring Dormant Mow can be used to "clean up" previous year's growth and set the table for the new growing season. This mowing would occur early in the spring as soon as conditions permit. Spring Dormant Mowing, when recommended, will be provided as a separate lump sum cost.





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The following table conveys the anticipated management procedures for your project during the first four growing seasons. Estimates for these procedures are provided in the cost section of this proposal. It is important to note that the 'first growing season' for a native restoration begins immediately after planting, and as such may overlap calendar years. This means that the two to three mows recommended during the first growing season may occur in two different calendar years.

| Year | Projected Management Procedures |
|------|---|
| 2024 | Complete site mows to control annual weed canopy (2 mows as needed) |
| | Project monitoring |
| 2025 | Integrated Plant Management (IPM) - includes spot spraying, spot mowing, wicking, hand |
| | weeding, and other techniques to control weeds and invasive species (3-4 visits are typical) |
| | Project monitoring |
| 2026 | Integrated Plant Management (IPM) – 3-4 visits are typical |
| | Project monitoring |
| 2027 | Spring burn to encourage native plant growth and to help deter the presence of non-native and |
| | woody species |
| | Integrated Plant Management (IPM) – 3-4 visits are typical |
| | Project monitoring |

Future Management Estimates:

Note: Future Management Estimates are based on typical management costs for projects of similar size and characteristics and can be requested from the Management Coordinator following completion of the project. Prior to each growing season, you will receive a specified quote from the Management Coordinator detailing the recommended management strategies and associated costs for your project.

| 2024 First growing season (assumes 2 mows @\$700ea) | \$1,400 |
|---|---------|
| 2025 Second growing season (assumes 3 IPM visits @\$1000ea) | \$3,000 |
| 2026 Third growing season (assumes 3 IPM visits) | \$3,000 |
| 2027 Fourth growing season (IPM and a prescribed burn) | TBD |

Quality Assurance Guarantee:

We guarantee the initial quality of our installation services, materials, and management techniques. All services, materials, and techniques used during the installation of this project follow native landscape restoration best practices guidelines, and our mission; to produce and provide the most ecologically appropriate seeds, plants, products, and services and to utilize them to restore and manage native plant communities.





31646 128th Street, Princeton, Minnesota 55371 Office: 763-389-4342 Fax: 763-389-4346

Dry Prairie General

| Common Name | Scientific Name | Rate (kg/ha) | Rate (lb/ac) | % of Mix (% by wt) | Seeds/ sq ft |
|-----------------------------|--|-----------------|-----------------|-----------------------|--------------|
| big bluestem | Andropogon gerardii | 0.78 | 0.70 | 1.92% | 2.57 |
| side-oats grama | Bouteloua curtipendula | 3.36 | 3.00 | 8.22% | 6.61 |
| blue grama | Bouteloua gracilis | 0.56 | 0.50 | 1.37% | 7.35 |
| kalm's brome | Bromus kalmii | 0.82 | 0.73 | 2.00% | 2.14 |
| nodding wild rye | Elymus canadensis | 1.12 | 1.00 | 2.74% | 1.91 |
| junegrass | Koeleria macrantha | 0.28 | 0.25 | 0.69% | 18.37 |
| little bluestem | Schizachyrium scoparium | 3.36 | 3.00 | 8.22% | 16.53 |
| Indian grass | Sorghastrum nutans | 0.78 | 0.70 | 1.92% | 3.09 |
| prairie dropseed | Sporobolus heterolepis | 0.13 | 0.12 | 0.34% | 0.73 |
| | Total Grasses | 11.21 | 10.00 | 27.42% | 59.30 |
| blue giant hyssop | Agastache foeniculum | 0.07 | 0.06 | 0.17% | 2.07 |
| lead plant | Amorpha canescens | 0.10 | 0.09 | 0.26% | 0.42 |
| butterfly milkweed | Asclepias tuberosa | 0.07 | 0.06 | 0.17% | 0.10 |
| Canada milk vetch | Astragalus canadensis | 0.07 | 0.06 | 0.18% | 0.40 |
| bird's foot coreopsis | Coreopsis palmata | 0.07 | 0.06 | 0.16% | 0.21 |
| white prairie clover | Dalea candida | 0.07 | 0.06 | 0.15% | 0.39 |
| purple prairie clover | Dalea purpurea | 0.21 | 0.19 | 0.51% | 1.02 |
| Canada tick trefoil | Desmodium canadense | 0.07 | 0.06 | 0.18% | 0.13 |
| stiff sunflower | Helianthus pauciflorus | 0.07 | 0.06 | 0.17% | 0.09 |
| rough blazing star | Liatris aspera | 0.04 | 0.04 | 0.12% | 0.25 |
| wild bergamot | Monarda fistulosa | 0.07 | 0.06 | 0.15% | 1.42 |
| stiff goldenrod | Oligoneuron rigidum | 0.07 | 0.06 | 0.15% | 0.83 |
| large-flowered beard tongue | Penstemon grandiflorus | 0.07 | 0.06 | 0.17% | 0.32 |
| black-eyed susan | Rudbeckia hirta | 0.35 | 0.31 | 0.84% | 10.32 |
| gray goldenrod | Solidago nemoralis | 0.04 | 0.04 | 0.10% | 3.86 |
| heath aster | Symphyotrichum ericoides | 0.04 | 0.04 | 0.10% | 2.58 |
| smooth aster | Symphyotrichum laeve | 0.07 | 0.06 | 0.17% | 1.26 |
| hoary vervain | Verbena stricta | 0.15 | 0.13 | 0.34% | 1.29 |
| moury vorvain | Total Forbs | 1.68 | 1.50 | 4.09% | 26.96 |
| Oats | Avena sativa | 28.02 | 25.00 | 68.49% | 11.13 |
| | Total Cover Crop | 28.02 | 25.00 | 68.49% | 11.13 |
| | Totals: | 40.91 | 36.50 | 100.00% | 97.39 |
| Purpose: | General dry prairie mix for native program plantings. | | | | |
| Planting Area: | Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8. | | | | |





| Montrose MN, 55363 Address: 763.075.3826 City: Sinte: 763.075.3826 City: Phone: Description of Work: ## Work line Break (Emvery 5) Remove old and Saucest ## Work Flag slab 174 x 5 |
|--|
|--|

Water Tower Clean and Coat, Inc.

W11822 Reynold Rd.

Lodi, WI 53555

Phone: 608-234-8932 Fax: 608-592-7574 Prepared by: Sam Paque



Customer

Dan Remer

City of Montrose, MN

dremer@montrose-mn.com

| DESCRIPTION | Quantity | AMOUNT |
|---|-----------|------------|
| Exterior Cleaning of the 250k gallon sphere water tower to include: STEP 1. Pre-rinse application of 200 ppm Chlorox bleach mixed with 4 oz. per gallon of Dawn dish soap sprayed over the surface of the tank several minutes prior to cleaning in order to loosen the mildew and dirt. STEP 2. Pressure washing of the pre-rinsed area of the tank using a maximum of 2200 psi water distributed through a turbo nozzle in order to NOT scarify the coating, but remove all of the debris from the surface. STEP 3. Post wash rinse to consist of mildew inhibitor consisting of 200 ppm quaternary ammonium and water applied over the cleaned area. | 1 | 9,500.00 |
| | | |
| | Subtotal | \$9,500.00 |
| TERMS AND CONDITIONS | | |
| Customer will be billed after work is completed. | | |
| 2. Please fax, email or mail the signed quote to the address above | | |
| Customer Acceptance (sign below): | TOTAL Due | \$9,500.00 |
| | | |
| x | | |
| Print Name: | | |
| | | |

Sam Paque, 608-234-8932, sam@watertowermixingsystems.com

Thank You For Your Business!

CERTIFICATE OF COMMENDATION

This Wastewater Treatment Facility Operational Award is presented to

Montrose WWTP

and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency NPDES/SDS wastewater permit during the 2022 review period

Your dedication to protecting Minnesota's waters is duly recognized and appreciated by the state of Minnesota

Katrina Kessler, MPCA Commissioner





FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("First Amendment") is made and entered into this 22nd day of May, 2023, by and between the City of Montrose, a municipal corporation under the laws of Minnesota (the "City") and LGI Homes – Minnesota, LLC, a Minnesota limited liability company (the "Developer").

RECITALS:

| | 2, 2022 and reco | City and the Deve orded with Wright (lopment Agreeme | | into a Developm | ent Agreementas Document |
|------------------------------|------------------|---|---|---|------------------------------------|
| W Minnesota "Property" | a known as Nort | evelopment Agree hridge Plat Six, le | ment relates to that s egally described on | subdivision locate <u>Exhibit A</u> attacl | ed in Montrose, hed hereto (the |
| 13/ | HEDEAS the D | avaloner has revise | ed its tree removal n | an in accordance | with the City's |

WHEREAS, the Developer has revised its tree removal plan in accordance with the City's recent amendments related to tree preservation and replacement to Chapters 1107.14 and 1110.04 of its subdivision ordinance and Chapter 1020-4 of the City's zoning ordinance; and

WHEREAS, the City is willing to agree to the Developer's revised tree removal plan provided that the Developer agrees to enter into an amendment to the Development Agreement.

- **NOW, THEREFORE,** in consideration of the above recitals, which are expressly incorporated herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the City and the Developer agree to amend the Development Agreement as follows:
- 1. Paragraph 10 of the Development Agreement is hereby repealed in its entirety and replaced with the following paragraph:

Landscaping Plan; Tree Removal. a) Unless each lot already has two (2) trees, the

Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat. Suitable trees include:

Maples Ash Oak Gingko (male)
Linden Basswood Honey locus Kentucky Coffee
Green Ash Birch Hackberry

Other species of trees may be approved by the building inspector. Trees, which can cause a public nuisance, such as cotton producing trees, or can be a public hazard, such as bug infestation or weak bark, are prohibited. The minimum tree size shall be three (3) inches caliper, either bare root in season, or balled and burlapped. The trees may not be planted in the boulevard. The Developer, builder, or lot owner shall provide not less than six (6) inches of topsoil in required front yards or side yards abutting public rights-of-way. The Developer shall sod or seed all yards on every lot. Where slopes lie in excess of ten (10) percent, sodding (staked) shall be required. Weather permitting, the trees, grass seed, and sod shall be planted within 30 days after a Certificate of Occupancy has been issued for a lot. All grass seed shall be maintained such that turf is established within one (1) year of planting. Before a building permit is issued a cash escrow of \$1,500.00 per lot, or such other amount as may be determined by the City from time to time, shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

- b) In addition to the required per-lot tree planting specified in this section, the applicant shall provide for additional tree replacement in the subdivision per the Montrose Subdivision Ordinance, and as identified in the attached <u>Exhibit L1-1</u>, <u>Exhibit L1-2</u>, <u>Exhibit L2-1</u>, and <u>Exhibit L2-2</u>.
- 2. A new Exhibit L1-1 is hereby added to the Development Agreement, attached to this First Amendment as Exhibit B.
- 3. A new Exhibit L1-2 is hereby added to the Development Agreement, attached to this First Amendment as Exhibit C.
- 4. A new Exhibit L2-1 is hereby added to the Development Agreement, attached to this First Amendment as Exhibit D.
- 5. A new Exhibit L2-2 is hereby added to the Development Agreement, attached to this First Amendment as Exhibit E.
- 6. This First Amendment shall run with the Property and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns.
- 7. All other terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have executed this First Amendment to the Development Agreement as of the date first written above.

| | CITY OF MONTROSE |
|---|---|
| | By:Robert W. Moynagh, III, Mayor |
| | By: |
| | Jessica Bonniwell, City Administrator |
| STATE OF MINNESOTA |)) ss. |
| COUNTY OF WRIGHT | , |
| , 2023, by R | t was acknowledged before me this day of lobert W. Moynagh, III and Jessica Bonniwell, the Mayor and |
| the City Administrator, respectively on behalf of the City. | of the City of Montrose, a Minnesota municipal corporation, |
| | |
| | Notary Public |

LGI HOMES – MINNESOTA, LLC

| | By: |
|--|--|
| STATE OF MINNESOTA)) ss. COUNTY OF) The foregoing instrument was ackn 2023, by, the Minnesota limited liability company, on beh | Its: day of, of LGI Homes – Minnesota, LLC, a half of the company. |
| | Notary Public |
| This document was drafted by: | |
| Kennedy & Graven, Chartered (SBK) Fifth Street Towers 150 South 5 th Street, Suite 700 Minneapolis, MN 55402 (612) 337-9300 | |

EXHIBIT A

Legal Description of the Property

Sect-35 Twp-119 Range-026 NORTHRIDGE PLAT THREE 10.59 AC OUTLOT A, Wright County, Minnesota (PID#112-044-000030)

EXHIBIT B

New Exhibit L1-1 to the Development Agreement

EXHIBIT L1-1 TO DEVELOPMENT AGREEMENT

Tree Preservation Plan

[to be added]







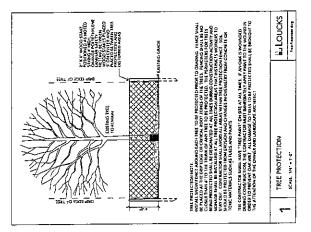












| | TREE COVER | 96 |
|--|------------|-------|
| TOTAL SIGNIFICANT TREE COVER ON SITE | 101,352 SF | 2001 |
| ALLOWABLE TREE COVER REMOVAL - 50% | 50,676 SF | 20% |
| TREE COVER TO BE REMOVED | 58,737 SF | 27.9% |
| TREE COVER TO BE PRESERVED | 42,615 SF | 42.1% |
| TOTAL TREE COVER TO BE MITIGATED | 8,061 SF | |
| TOTAL MITIGATION TREES REQUIRED. (1) 3 - CAL TREE PER 2,000 SF OF REMOVED TREE COVER BEYOND THE ALLOWED 50%. | 5 TREES | |

SIGNIFICANT TREE INVENTORY

| OVERSTORY DECIDIOUS - 2.5* CAL | 35 | 68.4% |
|--------------------------------|----|-------|
| OVERSTORY DECIDIOUS - 3* CAL | S | 4.3% |
| CONIFEROUS - 6' HGT | 50 | 25.3% |
| TOTAL TREES PROPOSED | 79 | 100% |

| LEGEND SCANFICANT TREE TO BE REMOVED SIGNIFICANT TREE TO BE REMOVED | SOME IN FEET |
|---|------------------------|
| | 25 N |
| | THEE PRESERVATION PLAN |

EXHIBIT C

New Exhibit L1-2 to the Development Agreement

EXHIBIT L1-2 TO DEVELOPMENT AGREEMENT

Tree Inventory

[to be added]







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EXHIBIT D

New Exhibit L2-1 to the Development Agreement

EXHIBIT L2-1 TO DEVELOPMENT AGREEMENT

Landscape Plan

[to be added]







25.02 25C# 2,5723

PRE ENSPIRE LINDEN

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REACK HILLS SPRUCE FULL FORSE AUSTRUM PINE FULL FORM







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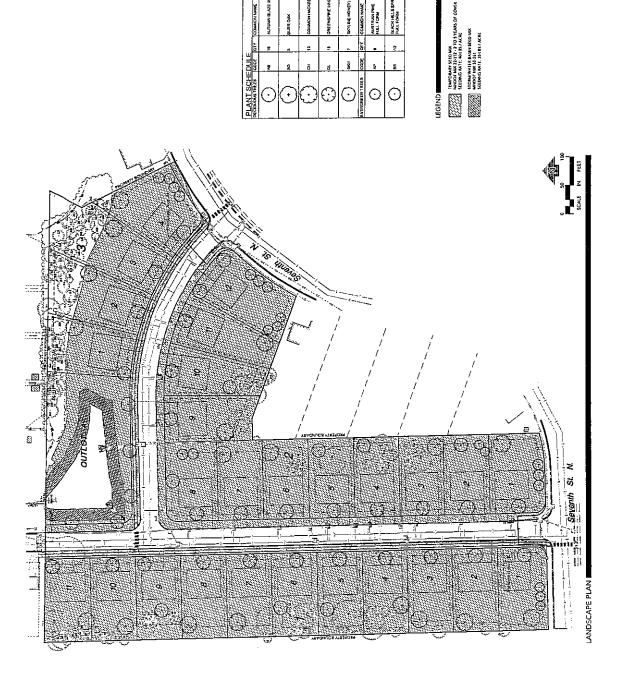


EXHIBIT E

New Exhibit L2-2 to the Development Agreement

EXHIBIT L2-2 TO DEVELOPMENT AGREEMENT

Landscape Details

[to be added]

12-2

LANDSCAPE DETAILS



PLANNS CHAE ENGLERING
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RESOLUTION 2023-10 OF THE CITY OF MONTROSE

A RESOLUTION AUTHORIZING THE ADOPTION OF THE WRIGHT COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Montrose has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multijurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Wright County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Wright County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Wright County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Wright County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

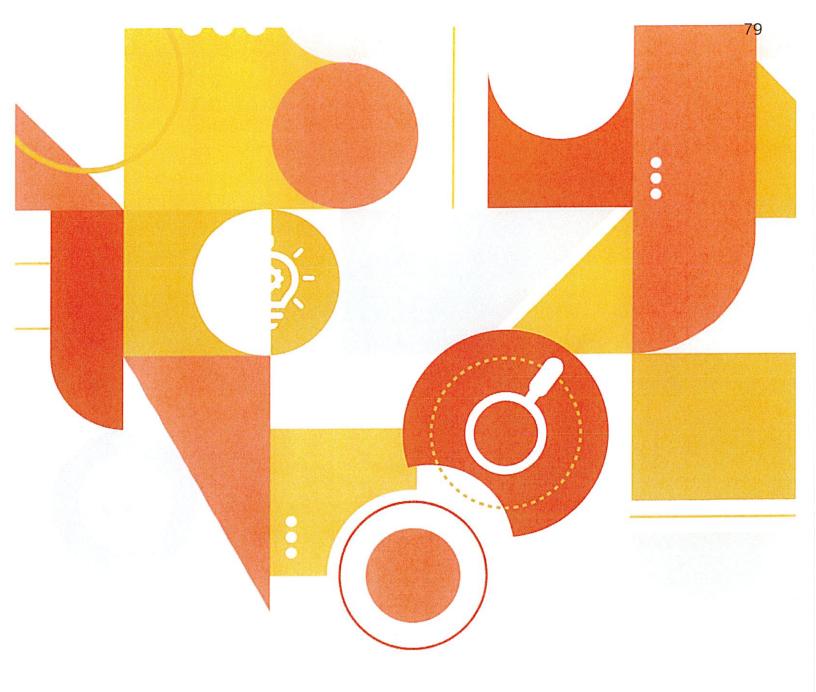
WHEREAS, the Wright County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Montrose supports the hazard mitigation planning effort and wishes to adopt the Wright County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the City Administrator this 22nd day of May, 2023.

| Robert W. Moynagh, III Mayor, City of Montrose | |
|--|--|
| Attest: | |
| Jessica Bonniwell City Administrator, City of Montrose | |



SERVICE PROPOSAL FOR

City of Montrose

311 Buffalo Avenue South, PO Box 25, Montrose, Minnesota 55353

April 12, 2023

Victoria Holthaus, CPA

Partner | Abdo

victoria.holthaus@abdofs.com

P 952.715.3069

Proposed by

Abdo Financial Solutions



Executive Summary

Jessica Bonniwell, City Administrator City of Montrose 311 Buffalo Avenue South PO Box 25 Montrose, Minnesota 55353

Dear Jessica,

Thank you for the opportunity to submit this proposal to the City of Montrose (the City) for partnering with the City on a long-term financial plan to address the City's need for resources to fund upcoming capital improvement projects. During the City's annual financial audit last month, it was discussed that 2023 would be the right time to move ahead with this plan. In this proposal, Abdo Financial Solutions, LLC (Abdo FS) will demonstrate to you that we are the best choice for the City as a partner to refine the capital improvement plan. Because we understand your goals, we will also:

- Prepare projections for the years ending December 31, 2023 through 2028 including:
 - · Cash flow projections for all capital funds
 - · Evaluation of debt services fund inflows and outflows
 - Projecting tax levy and rate changes, based on your assumptions for growth and development
- Evaluate funding sources and other assumptions provided by Management

LONG-TERM PLAN PROJECTION

The City has requested a proposal for preparing the projection (long range financial plan) which comprises the projected cash balances of City funds for the periods ending December 31, 2023, through 2028, including the related summaries of significant assumptions and accounting policies. A projection presents, to the best of management's knowledge and belief, the City's expected cash balances for the projection period assuming managements expected borrowing, capital purchases, expenditure change, and revenue change assumptions. It is based on management's assumptions, reflecting conditions it expects to exist and the course of action it expects would be taken during the projection period assuming the aforementioned assumptions. The projection is designed to provide management and Council a tool for future planning and might not be useful for other purposes.

Executive Summary Continued

The Firm is not independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City may has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo FS for your consideration.

Abdo Financial Solutions

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Victoria Holthaus, CPA

Partner | Abdo

LIGHTING THE PATH FORWARD

The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

We light the path forward so you can proceed with **confidence**. We're the **partner** you can trust to help you along the way.

We're the catalyst who empowers you to reach your goals.

Prepare Illuminating the path ahead

Our best work begins when we have a clear, mutual understanding of your needs and expectations, setting the stage for a successful partnership that achieves your goals. By starting with this foundation, we are able to map out the road ahead for you and for our team.

CONFIDENCE PARTNER CATALYST

Execute Navigating as partners

As our team plans and conducts the work, we maintain consistent communication with you so that you can have confidence and peace of mind throughout the process. This collaboration also helps us to anticipate potential obstacles and adjust our strategy as we work towards your goal.

Deliver Enlightening communication

Relationships are at the core of our values and delivering on our promises to build trust is our top priority. But it goes further than that. We help guide you forward by providing clarity and insights behind the results.

Listen Empowering you to move forward

The work may be done, but we aren't. It's our turn to take time to review outcomes so that we can both learn and improve, helping to uncover potential challenges and identify future opportunities. Nothing is more empowering than being ready for the next steps and knowing that you've got a partner who is invested in your ongoing success.

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we firmly believe we would be a great partner for the City of Montrose. We have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



VICTORIA HOLTHAUS, CPA

Partner victoria.holthaus@abdofs.com P 952.715.3069



JODI BURSHEIN

Senior Manager jodi.bursheim@abdofs.com P 952.715.3064



DAVID MUELLER

Senior Associate david.mueller@abdofs.com P 952.715.3076



KELLI TRUVER, PHI

Senior Associate kelli.truver@abdofs.com P 952.395.9534





Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in city consulting and auditing. Out of our 180-strong, talented staff, over 40 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- MSRB Municipal Advisor Qualified Representatives (Series 50 and Series 54)
- · Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- · Budget process development
- · Capital improvement planning
- Cash flow analysis
- Cost containment processes
- · Debt management plans
- · ERP system consulting
- · Federal and State relations/grant consulting
- · Finance Director services
- Financial management plans
- Financial reporting and analysis
- · Fleet: Operations and replacement rate analysis
- Interim accounting and financial services

- · Internal control evaluation
- · Long-term strategic planning
- Payroll processing
- Policy development
- · Process flows and efficiencies
- · Project management
- · Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Long-term Planning Approach

PROJECT APPROACH

The following information outlines the approach we will take for the project.

INITIAL ASSESSMENT

The first step to this project is to review and analyze data provided by the City. After this review, Abdo FS will meet with the city team to discuss overall anticipated project expectations, outcomes and timelines.

LONG-TERM PLAN

The objective of our engagement is to prepare a projection in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the projection.

Our engagement cannot be relied upon to identify or disclose any misstatements in the projection, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.



CITY EXPECTATIONS

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the projection in accordance with guidelines for the presentation of a projection established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your projection in accordance with SSAR

- The selection of accounting principles to be applied in the preparation of the projection.
- The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the projection that is free from material misstatement, whether due to fraud or error.
- · The prevention and detection of fraud.
- · To ensure that the City complies with the laws and regulations applicable to its activities.
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the projection. Devote uninterrupted time to working with us as needed.
- · Make candid representations about your plans and expectations.
- · Make all management decisions and perform all management functions.
- · Provide an individual responsible to review and accept our work.
- · To provide us with:
 - Documentation and other related information that is relevant to the preparation and presentation of the projection,
 - Additional information that may be requested for the purpose of the preparation of the projection, and
 - Unrestricted access to persons within the City with whom we determine it necessary to communicate.

The projection will not be accompanied by a report. However, you agree that the projection will clearly indicate that no assurance is provided on it.

UNANTICIPATED SERVICES

While the fixed price entitles the City to unlimited consultation with us, if your question or issue requires additional research and analysis beyond the consultation, the work will be subject to an additional price, payment terms, and scope to be agreed upon before the service is performed and a change order will be issued to document this understanding.

Furthermore, the parties agree that if an unanticipated need arises (training to different groups, researching a new issue, etc.) we hereby agree to perform this additional work at a mutually agreed upon price. This service will be priced separately to the City, using a change order.

PRICE GUARANTEE

If you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for that service.

FINANCIAL INVESTMENT

| Long-term Plan | \$15,950 | |
|--------------------|----------|--|
| Total | \$15,950 | |
| Payment Schedule: | | |
| Contract Execution | \$7,975 | |
| Project Completion | \$7,975 | |

Travel time for attendance at a Council Meeting will be invoiced at one-half our hourly bill rates, plus mileage at current IRS rates. If the City requires a revision to initial assumptions (i.e. a revision to the capital improvement plan, or other major assumptions) a second iteration of the report can be provided at a cost of \$5,000.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.

This quote is valid for thirty (30) days.

Abdo FS will begin preparing the long-term plan for the City within eight weeks of execution of the agreement. Completion of the long-term plan is expected to be within sixty (60) days from inception of the project however; this is dependent on the time frame in which the City provides information to Abdo FS for the long-term plan development.

The stated fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

QUALITY ASSURANCE

Quality is critical the success and integrity of this project. Our internal processes ensure that all work is reviewed and approved prior to moving to the next phase of a project. Our processes require that work is reviewed by a staff member at a higher level than the person that completed it and ultimately the work is signed off on by the Abdo FS President.

CONCLUSION

Throughout this process we will be in constant communication with the city team to ensure their needs are being met. By utilizing our operational experience as well as our knowledge of governmental accounting, our 50 plus years of experience providing services to Minnesota municipalities and our knowledge of regulations in the State of Minnesota we will provide the City information and recommendations for financial processes. We are excited about this opportunity and the benefits the City will recognize as this long-term plan is finalized.



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting and consulting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote financial accounting and consulting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



CITY OF BLOOMING PRAIRIE

Andrew Langholz
City Administrator
P 507.583.7573

Services Provided:

Long-term Plan Utility Rate Study Debt Management Study

CITY OF DUNDAS

Jenelle Teppen
City Administrator
P 507.645.2852

Services Provided:

Long-term Plan
Outsourced Finance
Director

CITY OF CRYSTAL

Kim Therres
Assistant City Manager
P 763.531.1132

Services Provided:

Long-term Plan
Outsourced Finance
Director
Process Evaluation

(ProEval

Utility Rate Study

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- · Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

FRAUD & FORENSIC SERVICES

Fraud can happen when you least expect it. Even a single instance of it can devastate your city's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs - as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual. If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your city's most powerful assets. Using it to your advantage, however, can be a challenge. Our technology and data solutions are designed to give you the information you need -how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We can help your city with:

- Strategic data analytics
- · Software solutions: evaluation, selection & implementation
- · Financial reporting solutions
- · Automation solutions

ENTERPRISE RESOURCE PLANNING (ERP) ANALYSIS & IMPLEMENTATION

When choosing an ERP system, the options are seemingly endless. How do you know which ERP system is best for your city? Abdo Financial Solutions can help. We can partner with you to design and implement an ERP system that fits your needs by:

- Assisting with the RFP Process We'll define the technical specifications to include in your RFP and provide support through the ERP vendor selection process.
- Facilitating a Seamless Implementation If needed, we can manage the
 organization-wide implementation of your ERP system in accordance with your
 budget and schedule.
- Communicating Change We'll communicate with staff members to explain the "why" behind ERP and demonstrate how it will make their lives easier. To help staff members navigate new processes, we'll provide training as needed.



OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.

ng ph

61%

of our employees are female

51%

of our management level employees are female ***

23%

of our interns this year were people of color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.





PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO ACTION FOR DIVERSITY& INCLUSION

YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidents. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain indepth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- Steve McDonald, CPA | Managing Partner

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on April 12, 2023 by and between the City of Montrose, Minnesota (hereinafter referred to as the "Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

- The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement.
 Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
- 2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
- 3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
- 4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
- 5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until August 30, 2023 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Client Employment of Contractor's Employees: The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor.

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 150% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 150% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

ARTICLE IV - CONTINUED

GENERAL - CONTINUED

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 10 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 12 Municipal Advisor: Abdo FS acknowledges the Client has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Appendix B

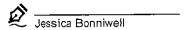
AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Montrose

311 Buffalo Avenue South, PO Box 25 Montrose, Minnesota 55353



Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250 Edina, Minnesota 55436

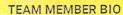
Victoria Holthaus, CPA

Partner | Abdo April 12, 2023

Appendix C

TEAM BIOS







Victoria Holthaus

Partner | Abdo Financial Solutions

Municipal Advisor Representative (Series 50)

Municipal Advisor Principal (Series 54)

victoria.holthaus@abdofs.com

P 952.715.3069

Vicki aims to simplify the complex for her clients. Her goal is to give them a solid understanding of their finances, so they can confidently plan ahead. She specializes in working with local governments and nonprofit agencies to strategize capital improvements, develop long-range financial plans, and troubleshoot accounting and financial challenges. She also provides process evaluation and process improvement services for nonprofit and private sector clients. Over the past several years, Vicki has helped many organizations with strategic upgrades to technology and software as they navigate new ways of interacting with constituents and customers. Along with the ability to creatively explain technical terms, Vicki has firsthand knowledge of the issues local governments often face. Prior to joining the firm, she served Minnesota municipalities and joint ventures in various finance and administrative roles.

EDUCATION

- · Bachelor of Science in Accounting, National American University
- · Master of Arts in Public Administration, Hamline University
- Minnesota Certified Municipal Clerk
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- · Minnesota and Arizona Society of Certified Public Accountants
- · American Institute of Certified Public Accountants
- · Minnesota Clerks and Finance Officers Association
- · Government Finance Officers Association of the United States and Canada
- · Minnesota and Arizona Government Finance Officers Association

AFFILIATIONS

- · Hamline School of Business, Accounting Board Member
- · Arizona Women Leading Government Member

QUALIFICATIONS

- · 17 years of experience working with local governments and nonprofits in finance and administration
- Experience with budgeting, capital planning, debt management, as well as being the process evaluation and improvement engagement lead
- Previous speaker at MCFOA Municipal Clerks and Finance Officers Association, League of Minnesota Cities and has developed newsletter content on automation, long-term planning and process improvements





Jodi Bursheim

Senior Manager | Abdo Financial Solutions jodi.bursheim@abdofs.com P 952.715.3064

Jodi joined the Firm as a Senior Manager in the Financial Solutions department in 2021. Prior to joining Abdo, Jodi spent fourteen years as Finance Manager of the City of Plymouth and six years as Assistant Finance Director at the City of St. Louis Park. She has a wealth of knowledge and experience in all aspects of governmental finance, including, but not limited to: budgeting, financial reviews, monthly and annual reporting, cash flow projects, evaluation and development of internal controls, and development of financial studies such as debt studies, financial analysis and capital projects.

EDUCATION

- · Augsburg College
- · Anoka Technical College
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

· Minnesota Government Finance Officers Association

QUALIFICATIONS

- · 35+ years of experience working in Minnesota municipalities and 10+ years experience in the private sector
- Experience in budgeting & budgetary control, financial reviews, cash flow projections, cost analysis, monthly and annual reporting, evaluating and developing internal controls
- Experience in development of long-range planning tools, including 10-year financial forecasts and 10-year capital improvement plans
- · Experience in preparation of financial studies including debt studies, utility analysis, and capital projects
- Previous experience managing utility billing systems, assisting in system conversions (utility billing, fixed asset and financial systems), as well as implementation of a fully integrated accounting system
- Strong leadership skills having managed finance teams/departments, participation in leadership meetings, and preparation of Council reports and attendance at City Council meetings
- · Process improvement and development to strengthen internal controls



TEAM MEMBER BIO



David Mueller

Senior Associate | Abdo Financial Solutions david.mueller@abdofs.com
P 952.715.3076

David joined Abdo in 2023 as a member of the Financial Solutions team. Prior to joining Abdo, David spent the last 7 years working in various roles for Scott County. His most recent experience was as a Taxation Supervisor.

EDUCATION

- · Bachelor's Degree in Finance and Economics, Concordia University, Wisconsin
- · Continuing professional education

QUALIFICATIONS

 7 years of experience working with local governments in governmental accounting and property tax administration



TEAM MEMBER BIO



Kelli Truver

Senior Associate | Abdo Financial Solutions kelli.truver@abdofs.com P 952.395.9534

Kelli joined the Abdo Financial Solutions team in 2022. Kelli has extensive experience in managing nonprofits and small communities. Prior to joining the Abdo team, Kelli worked in various municipal roles, serving as the City Administrator and Auditor for Cavalier, North Dakota, as well as the Interim City Administrator and Auditor for Pembina, North Dakota. Kelli has a variety of skills spanning across numerous organizations, including, but not limited to: strategic planning, project management, risk management, budgeting and finance, data analysis, policy analysis, and tourism development.

EDUCATION

- · Associate's Degree in Mathematics & Spanish, Mohave Community College
- · Bachelor of Science in Accounting, Kaplan University
- · Master in Business Administration in Public Administration & Global Management, Ashford University
- · PhD in Public Administration, Northcentral University
- · Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Certified City Auditor, Municipal Finance Officers Association
- · Certified Administrator of Volunteer Services, Association of Hospital Volunteer Resource Professionals
- · Property, Casualty, Life & Health/Accident Insurance License, Arizona Department of Insurance

AFFILIATIONS

• District IV Representative, American Society for Public Administration

QUALIFICATIONS

- · Works extensively with Banyon and Tyler Technologies software
- · Experience in bank reconciliations, payroll processing, AP/AR, budgeting and utility billing
- Experience in software implementation, process evaluations and comprehensive evaluations of client processes to implement efficiencies
- Experience overseeing the operations of local municipalities and providing education to City Council members
- Has been involved in many speaking panels covering various topics for the North Dakota League of Cities,
 North Dakota Travel Industry Conference and Missouri River Energy Services