



**CITY COUNCIL AGENDA  
REGULAR MEETING**

**Monday, November 9, 2020  
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. Ms. Therese Marszalek, MA Divinity – Buffalo Covenant Church
4. PLEDGE OF ALLEGIANCE
5. APPROVAL OF AGENDA
6. APPROVAL OF CONSENT AGENDA
  - A. Minutes
    1. October 12, 2020 Regular City Council Meeting – prepared by D. Boelter
    1. October 26, 2020 Special City Council Meeting – prepared by D. Boelter
  - B. Accounts Payable
    1. City, November 9, 2020 – prepared by W. Manson
    2. Fire Department, November 9, 2020 – prepared by W. Manson
  - C. Monthly Utility Adjustments, October, 2020 - prepared by J. Bonniwell
  - D. Year 2021 Liquor Licenses
    1. Approve the Year 2021 Liquor Licenses

- E. Monday, November 23, 2020 City Council Workshop – CANCEL
  - 1. Approve the cancellation of the Monday, November 23, 2020 City Council Workshop
- F. Schedule City Council Year 2021 Budget Workshop – Monday, November 30, 2020
  - 1. Schedule a City Council Year 2021 Budget Workshop for Monday, November 30, 2020 to be held at 4:00 p.m. in the Conference Room at City Hall to review the proposed year 2021 Final Budget and Levy
- G. Schedule Canvassing Board Meeting – Thursday, November 12, 2020
  - 1. Schedule a Canvassing Board Meeting for Thursday, November 12, 2020 to be held at 4:00 p.m. in the Conference Room at City Hall

**7. PUBLIC HEARING**

- A. Consider the Amended Area of the Year 2021 Downtown Improvement Project
  - 1. Resolution No. 2020 – 31 *A Resolution Ordering Improvement and Preparation of Plans*

**8. OPEN FORUM**

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

- A. October, 2020 Monthly Report and Hours Report

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

- A. City Council
  - 1. Monthly Activity Report
- B. Montrose Fire Department
  - 1. October, 2020 Activity Report
  - 2. Resignation of Mr. Vincent Manz – Effective October 31, 2020
    - a) Mr. Vincent Manz was a member of the Montrose Fire Department for one (1) year, eleven (11) months and eleven (11) days.
- C. Park and Recreation Commission
  - 1. November 5, 2020 Park and Recreation Commission Meeting Minutes – *Will be available the night of the City Council Meeting.*
- D. Personnel Committee
  - 1. International Union of Operating Engineers, Local No. 49 – AFL-CIO Agreement - January 1, 2021 through December 31, 2023
- E. Planning and Zoning Commission
  - 1. October 14, 2020 Planning and Zoning Commission Meeting Minutes
- F. Economic Development Authority
  - 1. October 20, 2020 Economic Development Authority Meeting Minutes
- G. Public Works Department
  - 1. Updates

**11. OLD BUSINESS**

**12. NEW BUSINESS**

- A. Discussion Regarding the Live Streaming of City Council Meetings and Internet Options
- B. Master Joint Powers Agreement and Court Amendment
  - 1. Resolution No. 2020 – 32 *A Resolution Approving State of Minnesota Joint Powers Agreements with The City of Montrose on Behalf of Its City Attorney*

### 13. UPCOMING MEETINGS

- A. Canvassing Board Meeting – Thursday, November 12, 2020 at 4:00 p.m. in the Montrose City Hall Conference Room.
- B. Economic Development Authority Meeting – Tuesday, November 17, 2020 at 12:00 p.m. in the Montrose City Hall Conference Room.
- C. City Council Year 2021 Budget Workshop – Monday, November 30, 2020 at 4:00 p.m. in the Montrose City Hall Conference Room.
- D. Park and Recreation Commission Meeting – Thursday, December 3, 2020 at 5:30 p.m. in the Montrose City Hall Conference Room.
- E. Planning and Zoning Commission Meeting – Wednesday, December 9, 2020 at 7:00 p.m. in the Montrose Community Center.
- F. EDA Meeting – December Meeting Has Been Cancelled.
- G. Regular City Council Meeting – Monday, December 14, 2020 at 7:00 p.m. in the Montrose Community Center.
- H. City Council Workshop – Monday, December 28, 2020 at 4:00 p.m. in the Montrose Community Center.

### 14. ACKNOWLEDGEMENTS

### 15. ADJOURNMENT

City of Montrose  
 Regular City Council Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Monday, October 12, 2020  
 7:00 P.M.

**1. CALL TO ORDER**

**Pursuant** to call and notice the Montrose City Council met in Regular Session on Monday, October 12, 2020 at 7:00 p.m.

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

**2. ROLL CALL**

Present: Mayor Michelle Otto  
 Council Member Nicole Andreoff  
 Council Member Lloyd Johnson  
 Council Member Kirby Moynagh

Absent: Council Member Tom Marszalek

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

**3. INVOCATION**

A. Pastor Paul Baker – Montrose Methodist Church

Pastor Paul Baker administered the Invocation.

**4. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was taken.

**5. APPROVAL OF THE AGENDA**

A. Approval of the Agenda

**Council Member Johnson motioned to approve the October 12, 2020 Regular City Council Meeting Agenda. Council Member Moynagh seconded the motion. Motion carried 4-0.**

**6. APPROVAL OF THE CONSENT AGENDA**

A. Minutes

1. Accepted the minutes of the September 14, 2020 Regular City Council Meeting.

B. Accounts Payable

1. Approved the October 12, 2020 Accounts Payable for the City of Montrose.  
 2. Approved the October 12, 2020 Accounts Payable for the Montrose Fire Department.

C. Approved the Monthly Utility Adjustments, September, 2020.

D. Resolution 2020-25 - Assessment of Unpaid Utilities – Year 2021 Property Taxes

1. Adopted Resolution 2020-25 *A Resolution Allowing the Assessment of Unpaid Utilities to the 2021 Taxes.*

E. Schedule a Special City Council Meeting – Monday, October 26, 2020

1. Scheduled a Special City Council Meeting in place of the monthly City Council Workshop for Monday, October 26, 2020 at 4:00 p.m. in the City Hall Conference Room.

F. Resolution No. 2020-26 - Year 2021 Wright County Maintenance Agreement – Snow and Ice Control

1. Adopted Resolution No. 2020-26 *A Resolution for a Maintenance Agreement between the City of Montrose and Wright County Highway Department for Snow and Ice Control under Maintenance Plan C – County State Aid Highway (CSAH) 60.*

**Council Member Moynagh motioned to approve the Consent Agenda as presented. Mayor Otto seconded the motion. Motion carried 4-0.**

## 7. OPEN FORUM

Mr. Mike Kelling, 200 Ringneck Drive, addressed the City Council about the Montrose Compost Site. Mr. Kelling stated that the City has surveillance cameras monitoring the Compost Site; so, he asked why the City cannot work with the Wright County Sheriff's Department to have the Deputies patrol and keep an eye on who is depositing illegal materials at the Site and give them a warning or citation on site.

Mr. Kelling asked if the Compost Site could be open on the weekend; because, many of Montrose's residents work outside of the City so they do not have the ability to obtain a key for opening the Compost Site and/or cannot get to the Site Monday through Friday.

Mr. McCormick stated that people are depositing more than wood products at the Compost Site. He continued by stating that they are depositing glass, plastic, and other illegal materials. He continued by stating that City staff does forward the license plate numbers to the Wright County Sheriff's Office of vehicles caught on the surveillance cameras depositing illegal materials; however, they often cannot do anything because it is "dump" Site. Mr. McCormick stated that he cannot obtain the violator's name from the Sheriff's Office; so, he can call them and have them remove the illegal materials that they have deposited at the Compost Site.

Mr. Triplett stated that there is a lot of private data in regards to license plate numbers and the Wright County Sheriff's Office cannot share the private data with a non-law enforcement agency. He continued by stating that monitoring violators at the Compost Site is labor intensify for the Sheriff's Office and residents are more interested in the Deputies using their time in the City for other purposes.

Mr. Kelling again reiterated that it is not always convenient for residents to come to City Hall and get a key for opening the Compost Site. Mr. McCormick stated that residents can call City Hall to ask for a key and staff will put it in the outside mailbox for them to pick up when it is convenient for them.

Mr. McCormick stated that if a contractor has deposited illegal items at the Compost Site, he has taken their name and/or telephone number off of their work vehicle and contacted them telling them to come and pick up the materials that they illegally brought to the City's Compost Site and most of them cooperate by returning to the Site and removing the materials.

Mayor Otto asked if there is a place at the Compost Site that people can bring trees that they have cut down; so, other residents can come and get firewood. Mr. McCormick stated that the City does not want to take on the liability of people using chainsaws on City property to cut trees for firewood.

Individuals in the audience did not approach the podium to state their name and address and made comments. Those comments included:

- Does the City own a woodchipper to make wood chips for the residents to pick up?
- Talked about having the resident's information when they are issued a key and having surveillance cameras.

- A resident recommended that the City allow the City's homeowners to make a copy of the Compost Site key. City staff stated that it would be a security nightmare for the City if residents were allowed to make a copy of the original key.
- Asked if the City has looked into an electronic keypad that opens an automatic gate and then residents would obtain the code from City Hall.
- Recommended that a deposit be required when obtaining a key.
- Asked if there is a need for better surveillance equipment.
- Recommended that the City Council do their due diligence and determine exactly what the City can or cannot do when dealing with violators at the Compost Site.

Council Member Moynagh asked when the Compost Site is used the most. Mr. McCormick stated nights and weekends.

Mayor Otto stated that it is a busy time of year for the use of the Compost Site; so, she asked if there was something the City could do to make it more accessible to the residents.

Council Member Andreoff asked if the Public Works Department employees could open it on the weekends when they are on-call. Mr. McCormick stated that they are only in the City for two (2) hours when they are on-call.

Council Member Moynagh stated that it definitely needs to be opened on the weekends; even if that means that a City Council Member needs to go open it at 8:00 a.m. and close it at 1:00 p.m.

Council Member Johnson distributed a check-in sheet used by the City of Waverly, Minnesota for their Compost Site. Mr. McCormick stated that the City would have to find someone to stay at the Compost Site to check-in anyone that comes to use the Compost Site.

Ms. Manson stated that the City of Montrose is not the only City that has closed their Compost Site. She continued by stating that other area cities have closed their Sites due to illegal dumping. Ms. Manson stated that Minnesota Pollution Control Agency (MPCA) permits the Compost Sites and if people are not following the rules, they need to close their Sites to avoid losing their MPCA Permit.

Mayor Otto directed City staff to open the Compost Site on Tuesday, October 13, 2020 and leave open until November 1, 2020 to be accessible without a key.

City staff directed the general public to return all keys that have been issued to residents.

The City Council discussed hiring someone in the future to monitor the Compost Site.

## 8. WRIGHT COUNTY SHERIFF'S OFFICE

### A. September, 2020 Monthly Report and Hours Report

Mr. Triplett gave an overview of the September, 2020 Monthly Report.

Mr. Triplett encouraged residents to contact the Wright County Sheriff's Office if they are witnessing any suspicious and/or criminal activity.

Mayor Otto asked the Wright County Sheriff's Office to provide more security at the City's Skate Park. Mr. Triplett stated that the Deputies are aware of the issues at the Skate Park and do patrol the area.

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

### A. City Council

#### 1. Monthly Activity Report

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

Mayor Otto asked Council Member Andreoff to give an update on the Montrose Days Celebration Committee. Council Member Andreoff stated that the Montrose Days Celebration Committee is considering not having any more celebrations due to the lack of volunteers. She continued by stating that they are also considering making it a one (1) day Celebration. Mayor Otto made a plea to members of the Montrose Community to volunteer to serve on the Committee.

Ms. Manson asked if the Committee still planned on having their *Breakfast with Santa* event. Council Member Andreoff stated that they are still planning on having *Breakfast with Santa*. She continued by stating that the Montrose Days Celebration Committee is trying to figure out the logistics of holding the event to remain COVID-19 Pandemic compliant.

Council Member Andreoff stated that the Montrose Days Celebration Committee will be having the annual *Halloween Parade*. She continued by stating that it will be on Saturday, October 31, 2020 and will begin at 4:45 p.m. at City Hall and will end at the Community Center.

2. Meet the Candidates Public Forum – October 22, 2020

Mr. Greg Youmans, 335 Garfield Avenue South, and Ms. Karen Kirchenwitz, 521-1<sup>st</sup> Street North, presented information on the Meet the Candidates Public Forum being held on Thursday, October 22, 2020 at 7:00 p.m. in the Montrose Community Center.

Mr. Youmans stated that he has sent invitations to all of the candidates for the City of Montrose local election offices. He continued by stating that he had not received a response from Council Member Lloyd Johnson and Mr. Roy Henry, Senior. Council Member Johnson stated that he would not be attending the Forum due to COVID-19 concerns.

Mr. Youmans stated that the Forum will be run in accordance with COVID-19 Pandemic mandated guidelines.

Mr. Youmans stated that questions for the candidates can be forwarded to him by emailing them to [montrosemnvotes@gmail.com](mailto:montrosemnvotes@gmail.com).

B. Montrose Fire Department

1. September, 2020 Activity Report

Mr. Kevin Triplett referenced the *Monthly Activity Report* for the month of September, 2020 that was found in the City Council Packet.

- a) Mr. Triplett noted that the Montrose Fire Department was awarded a \$3,000.00 non-matching Grant from Compeer Financial and will be used for various equipment purchases in the future.

2. Firefighter Turnout Gear (CARES Act Funding)

- a) Authorize the Purchase of twenty-five (25) sets of Firefighter Turnout Gear using CARES Act Funding in an amount not to exceed \$75,000.00.

Mr. Triplett stated that Montrose Fire Department would like to purchase twenty-five (25) sets of Firefighter Turnout Gear using CARES Act Funding. He continued by stating that the purchase of Turnout Gear does meet the qualifications to be funded by the CARES Act Funding. Mr. Triplett stated that the purchase will not exceed \$75,000.00.

**Mayor Otto motioned to authorize the Montrose Fire Department to purchase twenty-five (25) sets of Firefighter Turnout Gear using CARES Act Funding in an amount not to exceed \$75,000.00. Council Member Johnson seconded the motion. Motion carried 4-0.**

3. Fire Prevention Information – Year 2020

Mr. Triplett presented Year 2020 Fire Prevention information that was shared with the Montrose Community during the week of October 4<sup>th</sup> through the 10<sup>th</sup>, 2020. He continued by stating that the theme this year was, "Serve Up Fire Safety in the Kitchen."

#### 4. Hiring of Firefighters

- a) Authorize the hiring of Firefighters pending the Hiring Process results.

Mr. Triplett stated that the Montrose Fire Department is in the process of evaluating Firefighter Applications that they have received. To keep the process moving, Mr. Triplett asked the City Council to authorize the hiring of Firefighters pending the results of the *Hiring Process*.

**Council Member Moynagh motioned to authorize the hiring of Firefighters to the Montrose Fire Department pending the *Hiring Process* results. Council Member Andreoff seconded the motion. Motion carried 4-0.**

#### 5. Resolution No. 2020-27 – Minnesota Firefighter’s Relief Association Pension Increase

Mr. Triplett stated that adoption of Resolution No. 2020-27 would increase the benefit level for Firefighters who are vested in the voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan.

- a) Resolution No. 2020 -27 *A Resolution Opting to Increase the Benefit Level for Firefighters who are Vested in the Voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan.*

**Council Member Moynagh motioned to adopt Resolution No. 2020-27 *A Resolution Opting to Increase the Benefit Level for Firefighters who are Vested in the Voluntary Statewide Volunteer Firefighter (SVF) Retirement Plan.* Council Member Johnson seconded the motion. Motion carried 4-0.**

#### C. Park and Recreation Commission

##### 1. October 1, 2020 Park and Recreation Commission Meeting Minutes

Mayor Otto gave an overview of the October 1, 2020 Park and Recreation Meeting and included the following:

- ❖ The success of the October 6, 2020 *Night to Unite*
- ❖ Fish Sunflower Company – Mayor Otto stated that a representative will be meeting with her and Mr. McCormick to discuss planting sunflowers in the Regional Park in the year 2021.
- ❖ Upcoming year 2020 events and activities.
- ❖ Proposed events and activities for the year 2021; depending on the COVID-19 Pandemic.

#### D. Planning and Zoning Commission

##### 1. Accept Ms. Tracy Gurneau’s resignation from the Planning and Zoning Commission effective September 30, 2020

**Mayor Otto motioned to accept Ms. Tracy Gurneau’s resignation from the Planning and Zoning Commission effective September 30, 2020. Council Member Johnson seconded the motion. Motion carried 3-0-1. Council Member Moynagh abstained.**

#### F. City Engineer

Ms. Boelter stated that Resolution No. 2020-28 is simply ordering Bolton and Menk, Incorporated to prepare a report regarding the Year 2021 Downtown Improvement Project. She continued by stating that the scope of the Project has been amended in accordance with resident testimony at the July 13, 2020 Public Hearing and City Council input at the August 31, 2020 City Council Workshop.

##### 1. Year 2021 Downtown Improvement Project – Project Area Amendment

- a) Resolution No. 2020-28 *A Resolution Ordering Preparation of Report on Improvement*

**Council Member Moynagh motioned to adopt Resolution No. 2020-28 *A Resolution Ordering Preparation of Report on Improvement*. Council Member Andreoff seconded the motion. Motion carried 4-0.**

G. Public Works Department

1. Trunk Highway Twenty-Five (TH 25) Improvements Project – Change Order #4

- a) Authorize TH 25 Improvements Project Change Order Number Four (#4) – Compensation for temporary striping required prior to opening TH 25 to traffic.

Mr. McCormick presented Change Order Number Four (#4) for compensation for temporary striping Required prior to opening TH 25 to traffic.

Council Member Johnson asked if the residents were aware of this payment; because, there are some drainage issues, weed control and other issues that the property owners along the Project area have concerns about. Mr. McCormick stated that the Change Order is for the cost of temporary striping only.

**Council Member Moynagh motioned to authorize Trunk Highway Twenty-Five (TH 25) Improvements Project's Change Order Number Four (#4) for compensation for temporary striping required prior to opening TH 25 to traffic. Council Member Andreoff seconded the motion. Motion carried 3-0-1. Council Member Johnson abstained.**

2. Northridge Park Improvements – Ice Skating Rink

Mr. McCormick presented a quote from C.R. Electric, Incorporated to install lighting and an electricity supply in Northridge Park for the installation of an Ice-Skating Rink.

Council Member Andreoff asked how large the Ice-Skating Rink in Northridge Park is going to be. Mr. McCormick stated that it will be bigger Rink. He continued by stating that the Public Works Department will be using boards and equipment from three (3) other Rinks that the City has constructed in the past.

Council Member Moynagh asked if the lights will have timers on them. Mr. McCormick stated yes.

**Council Member Moynagh motioned to accept the quote from C.R. Electric, Incorporated in the amount of \$8,500.00 to install lighting and an electricity supply in Northridge Park for the installation of an Ice-Skating Rink. Council Member Andreoff seconded the motion.**

Mayor Otto asked what the timeframe is for having the Project done. She continued by asking if it will be in time to have a Rink installed for the winter, 2020 and 2021 skating season. Mr. McCormick stated yes, it will be done in time.

Mayor Otto stated that she is still not in favor of moving the Ice-Skating Rink out of Carver Field. Ms. Manson shared concerns that the Carver Family has regarding how much damage the Ice-Skating Rink has done to the ball field.

**Motion carried 3-1. Council Member Johnson opposed.**

3. Forest Creek Housing Development – Park Improvements

Mr. McCormick presented a quote from Jake's Excavating, Incorporated to prepare the Forest Creek Housing Development Park site for future improvements and placement of park equipment.

Mr. McCormick stated that R Homes has agreed to pay \$10,000.00 towards the Park improvements. He continued by stating that R Homes has been contacting their Trade Partners for donations as well.

**Council Member Moynagh motioned to accept the quote from Jake's Excavating, Incorporated in the amount up to \$42,000.00 for improvements to the Forest Creek Housing Development Park. Council Member Johnson seconded the motion. Motion carried 4-0.**

4. Compost Site

Mr. McCormick stated that he did not have anything to add to the prior discussion regarding the Compost Site.

6. Updates

a) Drainage Issues – 521-1<sup>st</sup> Street North

Mayor Otto stated that there are drainage issues at 521-1<sup>st</sup> Street North. She continued by asking if the City Engineers have evaluated the drainage in this area. Mr. McCormick stated that the Engineers have looked at it and recommended that it be dug out and the screen replaced. He continued by stating that the Engineers do not see the drainage in this area as a major issue and have prioritized it to be taken care of after some more serious drainage areas in the City are addressed.

b) Regional Park – Retaining Wall

Mayor Otto asked if there is any progress on the drainage issues located on the property adjacent to the Regional Park. Mr. McCormick stated that the Engineers are working on a solution. Mayor Otto stated that she would give the property owner an update.

**10. NO OLD BUSINESS.**

**11. NO NEW BUSINESS.**

**12. UPCOMING MEETINGS**

- A. Planning and Zoning Commission Meeting – Wednesday, October 14, 2020 at 7:00 p.m. in the Montrose Community Center
- B. Montrose Economic Development Authority – Tuesday, October 20, 2020 at 12:00 noon in the Montrose City Hall Conference Room
- C. Special City Council Meeting – Monday, October 26, 2020 at 4:00 p.m. in the Montrose City Hall Conference Room
- D. General Election – Tuesday, November 3, 2020 from 7:00 a.m. to 8:00 p.m. in the Montrose Community Center**
- E. Park and Recreation Commission Meeting – Thursday, November 5, 2020 at 5:30 p.m. in the Montrose City Hall Conference Room
- F. Regular City Council Meeting – Monday, November 9, 2020 at 7:00 p.m. in the Montrose Community Center
- G. Planning and Zoning Commission Meeting – November Meeting Date To-Be-Determined
- H. Montrose Economic Development Authority – Tuesday, November 17, 2020 at 12:00 noon in the Montrose City Hall Conference Room
- I. City Council Workshop – Monday, November 23, 2020 at 4:00 p.m. in the Montrose City Hall Conference Room

**13. ACKNOWLEDGEMENTS**

## A. Mayor Otto

1. Meet the Candidates Public Forum – October 22, 2020

Mayor Otto thanked Mr. Youmans and Ms. Kirchenwitz for having the *Meet the Candidates Public Forum* on October 22, 2020.

2. Ms. Tracy Gurneau – Planning and Zoning Commission Resignation

Mayor Otto thanked Ms. Gurneau for her years of service on the Planning and Zoning Commission.

## B. Council Member Kirby

1. Night to Unite – Vendors

Council Member Moynagh thanked the vendors and the residents who attended the "Night to Unite" on Tuesday, October 6, 2020.

2. Railroad Crossing Closure – October 15<sup>th</sup> and 16<sup>th</sup>, 2020

Council Member Moynagh reminded residents that the railroad crossing on Wright County Highway Twelve (12) will be closed for improvement work on Thursday, October 15<sup>th</sup> and Friday, October 16<sup>th</sup>, 2020. He continued by stating that there will be a detour.

## 14. ADJOURNMENT

**Council Member Andreoff motioned to the adjourn the Regular City Council Meeting at 8:00 p.m. Council Member Moynagh seconded the motion. Motion carried 4-0.**

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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

City of Montrose  
 City Council Special City Council Meeting  
 Montrose City Hall  
 Conference Room  
 311 Buffalo Avenue South  
 Monday, October 26, 2020  
 4:00 P.M.

**1. CALL TO ORDER**

**Pursuant** to call and notice the Montrose City Council met in a Special City Council Meeting on Monday, October 26, 2020 at 4:00 p.m.

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

Mayor Otto stated that Agenda item G. Discuss City Hall Operations – COVID-19 Pandemic will be moved to Agenda item B.

**2. ROLL CALL**

Present: Mayor Michelle Otto  
 Council Member Nicole Andreoff  
 Council Member Lloyd Johnson  
 Council Member Tom Marszalek  
 Council Member Kirby Moynagh

Staff Present: Ms. Deborah Boelter, City Clerk-Treasurer  
 Ms. Wendy Manson, Deputy Clerk  
 Mr. Wayne McCormick, Public Works Director  
 Mr. Kevin Triplett, Montrose Fire Department Chief  
 Mr. Jared Voge, City Engineer

**3. BUSINESS**

**A. CARES Act Funding Update**

Montrose Fire Department Chief, Mr. Kevin Triplett and Deputy Clerk, Ms. Wendy Manson, gave an update on the purchases and Projects that the Fire Department and City Hall have completed with the use of the CARES Act Funding. The purchases and Projects have all been in compliance with CARES Act Funding guidelines and requirements and have been done to protect residents, Fire Department personnel and City staff during the COVID-19 Pandemic. Mr. Triplett continued by stating that the purchases and Projects were also done to comply with COVID-19 Pandemic mandates set forth by the State of Minnesota.

Mr. Triplett and Ms. Manson stated that the City of Montrose received a total of \$244,630.00 in CARES Act Funding and approximately \$196,000.00 has been spent.

**B. Discuss City Hall Operations – COVID-19 Pandemic**

Ms. Boelter stated that staff would like the City Council to consider City Hall operations in preparation of the November 3, 2020 General Election. She continued by stating that the Wright County Auditor's Office had to close for a day during Early Voting; because, someone in the Office tested positive to the Coronavirus.

Ms. Boelter continued by providing the City Council with information on how other cities are operating during the COVID-19 Pandemic. Many cities, both large and small, are still having all their city meetings virtually. She continued by stating that some of the area cities are still rotating staff working from home. Some cities still have not opened their doors to the general public and residents must make appointments to meet with any staff members.

Ms. Boelter stated that Carpentry Contractors Company (CCC) located in Montrose has their doors locked to the public and all staff members are not allowed to attend in-person meetings.

Ms. Manson stated that both her and Ms. Boelter are Head Election Judges for the Tuesday, November 3, 2020 General Election and if one of us would test positive to the Coronavirus and we are working together at City Hall, we would both have to quarantine and not be available to run the Election. Ms. Manson recommended that her and Ms. Boelter rotate their days in the office starting Tuesday, October 27, 2020 through the middle of the end of November, 2020. Ms. Manson recommended that her and Ms. Jessica Bonniwell work together and Ms. Boelter and Ms. Heidi Dahlin work on the opposite days.

Emergency Management Director, Mr. Kevin Triplett, recommended that the City Council consider a rotating schedule for the four (4) City Hall staff members; because, they are working in close proximity to each other and if one (1) of them would test positive to the Coronavirus, they would have to close City Hall and all four (4) quarantine. Mr. Triplett stated that he was not concerned about Mr. McCormick because his office is located in another part of the City Hall building and he does not enter the Administration Office. Mr. Triplett recommended that the City Hall staff follow the rotating schedule to the end of November, 2020 and then the City Council can evaluate it again at that time.

Ms. Manson stated that staff purchased laptop computers with CARES Act Funding to give them the ability to work from home. She continued by stating that she would not do Payroll from home; because, there is private data that she does not want to risk being hacked. Ms. Manson stated that she would come to City Hall to complete Payroll.

The City Council discussed and were in agreement with Mr. Triplett's recommendation.

**Council Member Marszalek motioned to direct Ms. Boelter, Ms. Dahlin, Ms. Manson and Ms. Bonniwell to rotate their work schedule through November 30, 2020 and the City Council will re-evaluate their rotating schedule at that time. Council Member Andreoff seconded the motion. Motion carried 5-0.**

#### C. City Engineer

##### 1) Year 2021 Downtown Improvement Project Feasibility Report

Mr. Boelter stated that tonight's Meeting is not a Public Hearing on the Year 2021 Downtown Improvement Project; therefore, public comment will not be taken.

The City Engineer, Mr. Jared Voge stated that at the October 12, 2020 Regular City Council Meeting, the City Council authorized the preparation of an amendment to the previously adopted Preliminary Engineering Report for the Year 2021 Downtown Improvement Project. Since the Project funding includes the possibility of assessments to private property owners, Minnesota State Statute Chapter 429 procedures must be followed. Mr. Voge continued by stating that Minnesota State Statute Chapter 429 requirements indicate that a Public Hearing is required to be held for the Project. Since a Public Hearing was held for the Project prior to the addition of the amended area, staff is recommending that the City Council call for a Public Hearing for the amended Project area on November 9, 2020 at 7:00 p.m. in City Hall. He continued by stating that Resolution No. 2020-29 is before the City Council to consider calling for the Public Hearing. In addition, a copy of the Public Hearing Notice was included in the Agenda Packet.

Mr. Voge stated that as part of the Project Development Process for previous projects, an Open House was held for all project residents to view the proposed improvements. An Open House was held for all residents within the Project area prior to the addition of the amended area. Mr. Voge continued by stating that staff is recommending that an Open House be held for the amended Project area on Wednesday, November 4, 2020 from 5:30 p.m. to 7:30 p.m. in the Community Center. The Open House will provide an opportunity for the residents in the amended area to ask questions regarding the proposed improvements.

Mr. Voge presented the *Preliminary Engineering Report Amendment for the Year 2021 Downtown Improvement Project*. The information Mr. Voge presented in the *Report* included the following:

- Map and description of the Project Area.
- Project considerations:
  - Sanitary Sewer improvements.
  - Watermain improvements.
  - Street improvements.
- Cost Participation on Wright County Roads.
- Estimated Project Cost Summary.
- Anticipated Project Funding Sources.
- Proposed Assessments.
- Project Schedule.

Ms. Manson asked the City Council Members running for re-election to be careful when they are making promises not to assess property owners and/or raise taxes for the Year 2021 Downtown Improvement Project when campaigning. She continued by stating that the Project is an estimated \$9,000,000.00 and property owners are either going to have to be assessed for the portion of the Project that makes improvements to their property and/or the Property Tax Levy is going to have to be increased to cover the Bond payment.

Ms. Manson also recommended that the City Council consider increasing water and sewer rates incrementally each year to help with the cost of the Project.

Ms. Manson stated that the it is not a matter of "what if" the infrastructure in the Project area fails; but, a matter of "when" it fails. She continued by stating that the watermains and sanitary sewer lines are very old and are already showing signs of deteriorating in some areas.

Council Member Marszalek stated that he is not in favor of "putting a band aid" on the infrastructure improvements that are needed in the downtown area. He continued by stating that if the City does not address the failing system now, it will cost the City a lot more money in the future.

- 2) Resolution No. 2020-29 *A Resolution Receiving Feasibility Report and Calling Hearing on Improvement*

**Council Member Marszalek motioned to adopt Resolution No. 2020-29 *A Resolution Receiving Feasibility Report and Calling Hearing on Improvement*. Council Member Moynagh seconded the motion. Motion carried 5-0.**

#### D. Discuss Snow Plowing

Ms. Boelter stated that Council Member Moynagh asked for this item to be added to the Agenda for discussion.

Council Member Moynagh stated that he has received several comments on the Public Works Department's Snow Removal process. Mr. McCormick reviewed the City's *Snow and Ice Removal Maintenance Policy* with the City Council and answered any questions that they had about Snow Removal.

The City Council asked about the responsibility of property owners to remove the snow from the sidewalks adjacent to their property. Mr. McCormick stated that property owners have twenty-four (24) hours after a snow and/or ice event to remove snow and/or ice from the sidewalks adjacent to their property. He continued by stating that a property owner is typically given more than twenty-four (24) hours; because, sometimes it takes the Public Works Department an extended period of time to remove the snow and/or ice from public streets, sidewalks and City property. City staff reminded the City Council and general public that if the snow and/or ice is not removed by the property owner within the twenty-four (24) hours, the Public Works Department will remove it and the property owner will be billed for the time it took them to remove the snow and/or ice.

Ms. Boelter stated that the City has had issues with some property owners pushing the snow from their driveways into the street. She continued by stating that this is a violation of **Minnesota State Statute**

**160.2715 Right-of-Way Use; Misdemeanors.** Ms. Boelter stated that staff will be contacting these individuals by letter and they will be informed that the Wright County Sheriff's Office can give them a warning or citation if they continue to do so.

E. Comcast – Ordinance Granting a Cable Television Franchise

Ms. Boelter stated that the last Ordinance granting a Cable Television Franchise to Comcast was done in the year 2005 and was for a term of fifteen (15) years. She continued by stating that Ordinance No. 2020-06 before the City Council for consideration has been reviewed by the City Attorney, Mr. James Monge several times and Comcast agreed to all the amendments proposed by the City Attorney.

Ms. Boelter stated that also before the City Council for consideration is Resolution No. 2020-30 allowing for a summary publication of Ordinance No. 2020-06.

Mayor Otto asked staff if any other cable providers have ever contacted the City to provide service to the Montrose Community. City staff stated no. Mayor Otto asked if this is something the City should be pursuing. Ms. Manson stated that Comcast would likely not allow another cable provider to use their infrastructure and another provider would not want to incur the large expense of installing their own infrastructure when Comcast is already a large provider in the Community.

- 1) Ordinance No. 2020-06 *An Ordinance Renewing the Grant of a Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to Operate and Maintain a Cable System in the City of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing for City Regulation and Administration of the Cable System; Terminating Prior Franchise*

**Council Member Marszalek motioned to adopt Ordinance No. 2020-06 *An Ordinance Renewing the Grant of a Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to Operate and Maintain a Cable System in the City of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing for City Regulation and Administration of the Cable System; Terminating Prior Franchise.* Council Member Andreoff seconded the motion. Motion carried 5-0.**

- 2) Resolution No. 2020-30 *A Resolution Authorizing Summary Publication of Ordinance No. 2020-06 An Ordinance Renewing the Grant of a Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to Operate and Maintain a Cable System in the City of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing for City Regulation and Administration of the Cable System; Terminating Prior Franchise*

**Council Member Moynagh motioned to adopt Resolution No. 2020-30 *A Resolution Authorizing Summary Publication of Ordinance No. 2020-06 An Ordinance Renewing the Grant of a Franchise to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to Operate and Maintain a Cable System in the City Of Montrose, Minnesota; Setting Forth Conditions Accompanying the Grant of Franchise; Providing for City Regulation and Administration of the Cable System; Terminating Prior Franchise.* Mayor Otto seconded the motion. Motion Carried 5-0.**

Mr. Nick Kruchowski, 842 Aspen Lane, addressed the City Council regarding live streaming City Council Meetings. Council Member Marszalek asked Mr. Kruchowski to contact him regarding live streaming options. They exchanged their contact information with each other.

F. Approve Job Description – Office Administrator

Ms. Boelter stated that the Personnel Committee directed staff to update the title and Point Range for Ms. Bonniwell's Job Description. She continued by stating that her Job Title is being changed to *Office Administrator* and she will be reporting to the City Clerk-Treasurer, Deputy Clerk and Public Works Department Director. Ms. Boelter stated that the change to report to the City Clerk-Treasurer and Deputy

Clerk; as well as the Public Works Department Director, is due to the fact that Ms. Bonniwell works closely with both on a daily basis and has been cross training on some of the duties and responsibilities of the City Clerk-Treasurer and the Deputy Clerk.

**Council Member Moynagh motioned to approve the Job Description for the position of Office Administrator. Council Member Marszalek seconded the motion. Motion carried 5-0.**

G. Discuss Christmas Eve

Ms. Boelter asked the City Council to consider giving the employees Christmas Eve off as a paid Holiday. She continued by presenting information that staff prepared regarding cities that have Christmas Eve off as regular paid Holiday. Several surrounding cities have Christmas Eve as a paid Holiday.

Ms. Boelter stated that City employees do not receive commissions and/or bonuses; so, giving them Christmas Eve off as a paid Holiday is great for employee morale.

Ms. Boelter stated that the past two (2) years on Christmas Eve, there were no customers that visited City Hall. She continued by stating that several of the employees have family activities and/or church services that they would like to attend on Christmas Eve; but, they do not want to use the limited leave they have to take the day off.

**Council Member Marszalek motioned to allow the City of Montrose employees to take Christmas Eve off as a paid Holiday. Council Member Moynagh seconded the motion. Motion carried 5-0.**

4. NO OTHER.

5. ADJOURNMENT

**Council Member Moynagh motioned to adjourn the Special City Council Meeting at 5:10 p.m. Council Member Andreoff seconded the motion. Motion carried 5-0.**

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter  
City Clerk-Treasurer  
City of Montrose

# ACCOUNTS PAYABLE LIST

## NOVEMBER 9, 2020

Payroll	10/19/20 Payroll	14126.18
Payroll	11/02/20 Payroll	13498.49
Council Payroll	3 <sup>rd</sup> Qtr Payroll	554.10
Election Judge Payroll	General Election Pay	1821.00
IRS-Federal Tax Payment	10/19/20 FED/FICA Tax	5177.00
IRS-Federal Tax Payment	11/02/20 FED/FICA Tax	4855.76
MN Dept. of Revenue	10/19/20 State Withholding	907.72
MN Dept. of Revenue	11/02/20 State Withholding	845.86
PERA	10/19/20 Payroll	2944.93
PERA	11/02/20 Payroll	2819.93
*Ameritas Life Ins.	Employee Optical Ins	54.52
MN Dept of Revenue	Sept. Sales Tax	1670.00
Payment Service Network	Oct. PSN/ACH	1252.37
*AFSCME #65	Oct. Union Dues	171.00
Aramark	Uniforms/Floor Mats	141.83
Jessica Bonniwell	Clothing/Clean Up Day	129.68
Campbell Knutson	Legal Services	2225.00
Cardmember Services	Internet Domain Renewal	394.21
Centra Sota	Diesel Fuel	1421.80
*Citizens State Bank	Oct. H.S.A. Deposit	2788.00
Cole Papers	Copier Paper	486.00
Comcast	WWTP Internet	104.85
Delano Auto Parts	Plow Truck/PW Shop	238.03
Delta Dental	Nov. Dental Ins.	789.60
Flexible Pipe Tool	Jetter Repair	335.35
Health Partners	Nov. Health Ins	11715.06
*IUOE Local 49	Oct. Union Dues	210.00
Lincoln Nat'l Life Ins	Nov. Life Ins	212.27
*Madison Nat'l Life	Nov. Disability Ins	503.39
Menards	Water/WWTP/Public Works	49.66
Mid-American Research	Graffiti Remover	244.53
Milhausen Auto	PW Pickup Repairs	1264.85
Mini Biff	Park Biffs	180.54
MN Dept of Labor/Ind	3 <sup>rd</sup> Qtr Bldg Permit Surcharge	776.23
MVTL Labs	Water Testing	48.20
MVTL Labs	WWTP Testing	127.10
*NW Assoc. Consultants	Planners Services	657.75
NEC Cloud Communications	Telephone Charges	187.28
Paumen Computers	Monthly Backup/IT Service	900.00
Paumen Computers	New Wellhouse System	455.00
Paumen Computers	System Updates/Renewals	350.00
Pitney Bowes	Meter Supplies	282.60

November 9, 2020

Page 2

Quill Corp	Office Supplies/2021 Calendars	190.62
Daniel Remer	Clothing Allowance	99.99
Sentry Systems	City Hall Alarm	147.38
St. Louis MRO	2020 FMCSA Query Fee	50.00
Surplus Warehouse	Clean-Up Day Appliances	3228.00
US internet	Internet Security Annual	339.60
Wal-Mart	Election/Office Supplies	126.94
Wenck Assoc.	Engineering-TH 25 Improv	305.90
Windstream	Telephone Charges	115.96
Wright-Hennepin CO-OP	Electric Charges	252.44
Xcel Energy	Electric/Gas Charges	1655.78

ACCOUNTS PAYABLE SUBTOTAL 84430.28

Aramark	Uniforms/Floor Mats	352.45
*Bolton & Menk	Engineering Services	19355.00
*Colonial Life	Oct. Employee Ins.	74.52
Comcast	Internet Service	431.92
Culligan	City Hall Softener Service	66.10
Kim Emery	Utility Overpayment	95.90
*EPA Audio/Visual	Comm.Ctr. Sound/Video System	36257.00
Adam Erickson	Utility Overpayment	99.78
Gopher State One-Call	Water/Sewer Locates	56.70
Kristin Hausladen	Utility Overpayment	152.48
Hawkins	Water Chemicals	1505.57
*J&J Glass	City Hall Front Counter	9050.00
Marie Jenson	Janitorial Services	490.00
Knife River	2020 Street Imp. Pay #1	148644.22
LGI Homes	Utility Overpayment	61.17
Marco	Monthly Printer Agreement	70.40
Menards	Water/WWTP Supplies	55.62
*Metro West Inspections	Bldg Permits/Inspect.	982.33
MVTL Labs	WWTP Testing	397.50
Jeff Nemece	Utility Overpayment	282.44
David O'Connor	Utility Overpayment	32.34
Quality Flow	WWTP Repairs	4390.65
R&R Excavating	TH 25 Improv Final Pay #3	144243.91
Randy's Enviro Services	Oct Refuse/Recycle	16450.76
Randy's Enviro Services	Clean Up Day	5693.22
Tracy Ryks	Comm. Ctr. Rent Refund-COVID	125.00
Thein Well	Annual Well/Pump Inspection	275.00
James Tweedy	Utility Overpayment	170.64
Utility Consultants	WWTP Testing	86.00
Verizon	Cell Phones	337.49
Wakesun	Solar Energy	8547.13
Wright Cty Jrnl Press	Legal Notices	40.63
Wright Cty Recorder	Record Develop Agreement	46.00
Xcel Energy	Electric & Gas Charges	87.26

November 9, 2020  
Page 3

Ziegler	Preserve Lift Station Generator	98.44
	<b>TOTAL ACCOUNTS PAYABLE</b>	<b>483535.85</b>

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OTTO	BOELTER	MARSZALEK
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JOHNSON	MOYNAGH	ANDREOFF
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\* Appendix

Payments received to offset checks written

Payroll Deduction	Oct. Optical Ins.	54.52
Payroll Deduction	AFSCME-Oct. Union Dues	171.00
Payroll Deduction	Oct. H.S.A. Deposit	1388.00
Payroll Deduction	IUOE 49-Oct. Union Dues	210.00
Payroll Deduction	Nov. Disability Ins	503.39
Payroll Deduction	Oct. Employee Ins.	74.52
Developer Expenses	NW Assoc Consultants	92.20
Building Permits	Metro West Inspections	982.33
Developer Expenses	Bolton & Menk	175.00
CARES Act Funding	EPA Audio	36257.00
CARES Act Funding	J&J Glass	9050.00

# FIRE DEPARTMENT ACCOUNTS PAYABLE LIST

## NOVEMBER 9, 2020

FD Payroll	FF Resignations	507.92
Alert-All Corp	Fire Prevention	3775.00
Marketon's Body Shop	Paint Fire Barn Doors	600.00
MN BCA	Background Check-New FF	15.00
*Motorola Solutions	FF Radios	59198.50
*Ancom Solutions	Radio Acces/Programming	7446.33
Ancom Communications	E-12 Radio Upgrade	7239.55
Central Fire Protection	Fire Extinguisher Mtce	9.00
Comcast	Internet Service	97.85
JLR Garage Door	Service Fire Barn Doors	612.50
*MacQueen Emergency	Turnout Gear	69869.43
Verizon	FD I-Pad	40.01
<b>TOTAL ACCOUNTS PAYABLE</b>		<b>149411.09</b>

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**OTTO**
**BOELTER**
**MARSZALEK**


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**JOHNSON**
**MOYNAGH**
**ANDREOFF**
**\*APPENDIX**

Payments received to offset checks written

CARES Act Funding	Ancom Solutions	7446.33
CARES Act Funding	MacQueen Emergency	69869.43

**CITY OF MONTROSE**  
**Monthly Adjustments**

11/02/20 9:14 AM

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Account	Tran Type	Charge Name	Charge Type	Amount	Date
00-00002579-00-	Adjustment		UR	(\$2.28)	10/14/2020
00-00002547-01-	Adjustment		UR	(\$4.57)	10/14/2020
00-00003040-03-	Adjustment		UR	(\$23.44)	10/14/2020
00-00001826-01-	Adjustment		UR	(\$95.90)	10/14/2020
00-00002026-01-	Adjustment		UR	(\$226.59)	10/14/2020
00-00002554-00-	Adjustment		UR	(\$68.51)	10/14/2020
00-00002681-00-	Adjustment		UR	(\$248.25)	10/14/2020
00-00002694-04-	Adjustment		UR	(\$278.72)	10/14/2020
00-00005050-01-	Adjustment		UR	(\$172.89)	10/14/2020
00-00002075-00-	Adjustment		UR	(\$155.05)	10/14/2020
01-00003130-00-	Adjustment	Hang Disconnect N	Service	\$25.00	10/8/2020
01-00002015-00-	Adjustment	Hang Disconnect N	Service	\$25.00	10/8/2020
01-00001202-00-	Adjustment	Hang Disconnect N	Service	\$25.00	10/8/2020
01-00001906-00-	Adjustment	Hang Disconnect N	Service	\$25.00	10/8/2020
				(\$1,176.20)	

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

## 2021 LIQUOR LICENSES

<b>The Ugly Bar</b>	<b>Off Sale</b>
<b>260 Nelson Boulevard</b>	<b>On Sale</b>
<b>Montrose, MN 55363</b>	<b>Sunday</b>
<b>Douglas Roepke</b>	
<b>763-675-3219</b>	
<b>Jacque B's Kitchen &amp; Cocktails</b>	<b>Off Sale</b>
<b>211 Buffalo Avenue N.</b>	<b>On Sale</b>
<b>Montrose, MN 55363</b>	<b>Sunday</b>
<b>Brian Baumann</b>	
<b>763-675-3695</b>	
<b>O Brothers Wine &amp; Spirits, LLC</b>	<b>Off Sale</b>
<b>125 Nelson Blvd.</b>	
<b>Montrose, MN 55363</b>	
<b>763-675-3050</b>	

**BOLTON  
& MENK**

Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com**MEMORANDUM**

**Date:** November 2, 2020  
**To:** Honorable Mayor Otto  
Members of the City Council  
**From:**  Jared Voge, P.E.  
City Engineer  
**Subject:** 2021 Downtown Improvement Project  
Montrose, Minnesota  
Project No.: W13.120514

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At the October 26, 2020 Council meeting, the City Council called for a Public Hearing for the amended area of the 2021 Downtown Improvement Project to be held at the November 9, 2020 Council Meeting. Prior to receiving public comment, I will present an overview of the proposed project, the costs associated with the proposed project, and the proposed project schedule. Following the presentation, those in attendance wishing to comment regarding the project will be provided an opportunity to do so. Following the receipt of the public's comments, we recommend that the Public Hearing be closed.

If Council desires to proceed with the project, we recommend that after public testimony has been received and the Public Hearing has been closed, Council adopt the enclosed resolution authorizing the preparation of plans and specifications for the project.

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

JAV/sjj

Enclosures

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

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Montrose, Wright County, Minnesota, was duly held in the Council Chambers of Montrose in said City on the 9<sup>th</sup> day of November, 2020, at 7:00 o'clock p.m.

The following members were present: \_\_\_\_\_ and the following were absent: \_\_\_\_\_. Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption.

**RESOLUTION NO. 2020 - 31**

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS**

WHEREAS, a Resolution of the City Council adopted the 8<sup>th</sup> day of June, 2020, fixed a date for a Council Hearing on the Year 2021 Downtown Improvement Project, the proposed improvement of Emerson Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the south line of 3rd Street South, Emerson Avenue South between the north line of 2nd Street South and the south line of 1st Street South, Dakota Avenue South between the north line of 4th Street South and the south line of 3rd Street South, Center Avenue South between the north line of US Highway 12 (Nelson Boulevard) and the north line of First Street South, Center Avenue North between the north line of 1st Street North and the north line of 2nd Street North/Charity Lane North, Charity Lane North from the east line of Center Avenue North to a point approximately 65 feet east of Center Avenue North, 4th Street South between the east line of Emerson Avenue South and the east line of Dakota Avenue south, 3rd Street South between the west line of Emerson Avenue South and the west line of Center Avenue South, 3rd Street South between the east line of Center Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 3rd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 345 feet east of County Road 12 South (Buffalo Avenue South), 2nd Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South), 2nd Street South between the east line of County Road 12 South (Buffalo Avenue South) and a point approximately 365 feet east of County Road 12 South (Buffalo Avenue South), and 1st Street South between the west line of Emerson Avenue South and the west line of County Road 12 South (Buffalo Avenue South) by the construction of pavement, concrete curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and watermain, and

WHEREAS, ten days' mailed Notice and two weeks' published Notice of the Hearing was given, and the Hearing was held thereon on the 13<sup>th</sup> day of July, 2020, at which time all persons desiring to be heard were given an opportunity to be heard thereon, and

WHEREAS, on the 13<sup>th</sup> day of July, 2020 the city council adopted Resolution No. 2020-18 ordering improvement and preparation of plans, and

WHEREAS, a Resolution of the City Council adopted the 26<sup>th</sup> day of October, 2020, fixed a date for a Council Hearing on the Year 2021 Downtown Improvement Project amended project area, the proposed improvement of 1st Street North from the west line of County Road 12 South (Buffalo Avenue North) to the east line of Clementa Avenue Southwest, Emerson Avenue North from the north line of 1st Street North

to the north line of Charity Circle/2nd Street North, and 2nd Street North from the west line of Emerson Avenue North to the east line of Center Avenue North by the construction of pavement, concrete curb and gutter, concrete sidewalk, storm sewer, sanitary sewer, and watermain, and

WHEREAS, ten days' mailed Notice and two weeks' published Notice of the Hearing was given, and the Hearing was held thereon on the 9<sup>th</sup> day of November, 2020, at which time all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 26<sup>th</sup> day of October, 2020.
3. Bolton and Menk, Incorporated. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted by the City Council this 9<sup>th</sup> day of November, 2020

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Michelle Otto  
Mayor  
City of Montrose

ATTEST:

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Deborah R. Boelter  
City Clerk-Treasurer  
City of Montrose

STATE OF MINNESOTA  
CITY OF MONTROSE  
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting City Clerk-Treasurer of the City of Montrose, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes ordering improvement and preparation of plans on said improvement.

WITNESS my hand and the seal of said City this 9th day of November, 2020.

\_\_\_\_\_  
City Clerk-Treasurer

(SEAL)



# Wright County Sheriff's Office

Sheriff Sean Deringer

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



Montrose Monthly Report 2020

Printed on November 2, 2020

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

10/18/20 10:38	911 Abandoned	2020083789	Domestic Disturbance	WP20029545	911
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### 911 Hang-up Total: 8

10/08/20 11:50	911 Hang-up	2020080780			911
10/11/20 13:55	911 Hang-up	2020081860			911
10/13/20 07:23	911 Hang-up	2020082324			911
10/23/20 22:37	911 Hang-up	2020085284			911
10/26/20 04:31	911 Hang-up	2020085860			911
10/26/20 14:59	911 Hang-up	2020085978			911
10/29/20 22:17	911 Hang-up	2020086837			911
10/31/20 15:57	911 Hang-up	2020087296			911

### 911 Hang-up; Threats; Gun Incident Total: 1

10/16/20 23:56	911 Hang-up; Threats;	2020083394	Threats	WP20029414	911
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### 911 Open Line Total: 12

10/02/20 21:18	911 Open Line	2020079131			911
10/07/20 04:49	911 Open Line	2020080358			911
10/08/20 13:57	911 Open Line	2020080823			911
10/13/20 00:25	911 Open Line	2020082296			911
10/13/20 06:23	911 Open Line	2020082320			911
10/15/20 16:55	911 Open Line	2020082996			911
10/15/20 19:14	911 Open Line	2020083038	911 Open Line	WP20029406	911
10/17/20 22:05	911 Open Line	2020083669			911
10/22/20 14:20	911 Open Line	2020084902			911
10/23/20 14:41	911 Open Line	2020085145			911
10/24/20 21:31	911 Open Line	2020085555			911
10/25/20 17:40	911 Open Line	2020085770			911

### 911 Open Line; MVA - No Injuries Total: 1

10/14/20 15:39	911 Open Line; MVA -	2020082729			911
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### Agency Assist Total: 3

10/08/20 15:19	Agency Assist	2020080844	Agency Assist	WP20028572	Phone
10/09/20 23:38	Agency Assist	2020081349	Agency Assist	BP20009397	Phone
10/24/20 19:52	Agency Assist	2020085528	Agency Assist	WP20030121	Phone

### Animal Total: 3

10/01/20 22:26	Animal	2020078849	Animal	WP20027912	911
10/03/20 19:09	Animal	2020079402	Animal	WP20028074	Phone
10/04/20 16:19	Animal	2020079658	Animal	WP20028163	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Animal - Barking Dog Total: 2</b>					
10/09/20 20:08	Animal - Barking Dog	2020081278	Animal - Barking Dog	WP20028716	Phone
10/10/20 01:24	Animal - Barking Dog	2020081387	Animal - Barking Dog	WP20028750	911
<b>Assault Total: 2</b>					
10/08/20 23:40	Assault	2020080995	Assault	WP20028625	911
10/17/20 11:23	Assault	2020083475	Assault	WP20029438	911
<b>Burglary Total: 1</b>					
10/19/20 06:10	Burglary	2020084001	Burglary	WP20029609	911
<b>Check Welfare Total: 4</b>					
10/01/20 21:08	Check Welfare	2020078829	Check Welfare	WP20027906	911
10/07/20 13:07	Check Welfare	2020080482	Check Welfare	WP20028444	Phone
10/13/20 22:56	Check Welfare	2020082560	Check Welfare	WP20029118	Phone
10/25/20 15:31	Check Welfare	2020085743	Check Welfare	WP20030180	Phone
<b>Citizen Aid Total: 4</b>					
10/07/20 17:08	Citizen Aid	2020080565	Citizen Aid	WP20028474	Phone
10/08/20 13:21	Citizen Aid	2020080808	Citizen Aid	WP20028557	Phone
10/17/20 22:12	Citizen Aid	2020083673	Citizen Aid		Phone
10/26/20 19:54	Citizen Aid	2020086065	Citizen Aid	WP20030289	911
<b>Civil Complaint Total: 6</b>					
10/14/20 15:45	Civil Complaint	2020082731	Civil Complaint	WP20029196	Phone
10/16/20 13:08	Civil Complaint	2020083206	Civil Complaint	WP20029355	911
10/24/20 11:39	Civil Complaint	2020085409	Civil Complaint	WP20030088	911
10/24/20 17:10	Civil Complaint	2020085482	Civil Complaint	WP20030110	Phone
10/30/20 15:45	Civil Complaint	2020086999	Civil Complaint	WP20030643	911
10/30/20 17:31	Civil Complaint	2020087033	Civil Complaint	WP20030656	911
<b>Civil Complaint; Domestic Disturbance Total: 1</b>					
10/04/20 22:39	Civil Complaint;	2020079751	Civil Complaint	WP20028192	911
<b>Civil Process Total: 14</b>					
10/01/20 10:02	Civil Process	2020078636			Officer
10/06/20 12:15	Civil Process	2020080138			Officer
10/06/20 13:23	Civil Process	2020080163			Officer
10/06/20 14:05	Civil Process	2020080180			Officer
10/07/20 12:43	Civil Process	2020080475			Officer
10/07/20 13:24	Civil Process	2020080486			Officer
10/08/20 09:39	Civil Process	2020080734			Officer
10/09/20 09:18	Civil Process	2020081053			Officer
10/12/20 09:27	Civil Process	2020082062			Officer
10/13/20 14:58	Civil Process	2020082433			Officer
10/14/20 09:47	Civil Process	2020082634			Officer
10/15/20 09:06	Civil Process	2020082882			Officer
10/16/20 08:54	Civil Process	2020083141			Officer
10/30/20 14:38	Civil Process	2020086977			Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Commercial General Alarm Total: 2</b>					
10/20/20 16:04	Commercial General	2020084443	Commercial General Alarm	WREC20029789	Phone
10/28/20 02:19	Commercial General	2020086402	Commercial General Alarm	WP20030406	Phone
<b>Court Order Violation Total: 1</b>					
10/17/20 15:38	Court Order Violation	2020083551	Court Order Violation	WP20029463	Phone
<b>Criminal Damage to Property Total: 3</b>					
10/07/20 11:26	Criminal Damage to	2020080455	Criminal Damage to Property	WP20028434	Phone
10/18/20 09:47	Criminal Damage to	2020083774	Criminal Damage to Property	WP20029532	Phone
10/26/20 18:48	Criminal Damage to	2020086046	Criminal Damage to Property	WP20030276	Phone
<b>Disorderly Total: 1</b>					
10/26/20 06:49	Disorderly	2020085866	Disorderly	WP20030218	911
<b>Domestic Disturbance Total: 4</b>					
10/01/20 15:05	Domestic Disturbance	2020078711	Disorderly	WP20027863	911
10/04/20 00:00	Domestic Disturbance	2020079503	Domestic Disturbance	WP20028100	911
10/05/20 23:37	Domestic Disturbance	2020080032	Domestic Disturbance	WP20028299	911
10/23/20 22:28	Domestic Disturbance	2020085281	Domestic Disturbance	WP20030054	Phone
<b>Domestic Disturbance; Threats Total: 1</b>					
10/12/20 19:33	Domestic Disturbance;	2020082226	Domestic Disturbance	WP20029027	911
<b>Drugs Total: 2</b>					
10/05/20 18:48	Drugs	2020079958	Drugs	WP20028279	911
10/27/20 14:43	Drugs	2020086246	Drugs	WP20030358	Phone
<b>Dumping Total: 1</b>					
10/13/20 15:40	Dumping	2020082439	Dumping	WP20029086	Phone
<b>Extra Patrol Total: 1</b>					
10/09/20 15:17	Extra Patrol	2020081171	Extra Patrol	WP20028683	911
<b>Fire - Gas Leak Total: 1</b>					
10/25/20 11:55	Fire - Gas Leak	2020085693	Fire - Gas Leak	WP20030163	Phone
<b>Fire - Other Total: 1</b>					
10/24/20 18:13	Fire - Other	2020085504	Fire - Other	WP20030115	Phone
<b>Fire - Structure Total: 1</b>					
10/14/20 16:22	Fire - Structure	2020082748	Fire - Structure	WP20029180	911
<b>Found Person Total: 1</b>					
10/11/20 10:47	Found Person	2020081828	Found Person	WP20028883	Phone
<b>Fraud - Checks - Cards Total: 3</b>					
10/01/20 20:11	Fraud - Checks - Cards	2020078806	Fraud - Checks - Cards	WP20027899	Phone
10/19/20 10:39	Fraud - Checks - Cards	2020084047	Fraud - Checks - Cards	WP20029628	Phone
10/23/20 17:31	Fraud - Checks - Cards	2020085202	Fraud - Checks - Cards	WP20030035	Phone

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Harassment Total: 6</b>					
10/10/20 09:34	Harassment	2020081444	Harassment	WP20028776	Phone
10/16/20 17:10	Harassment	2020083270	Harassment	WP20029379	911
10/25/20 12:32	Harassment	2020085697	Harassment	WP20030166	Walk In
10/29/20 13:32	Harassment	2020086714	Harassment	WP20030522	911
10/29/20 17:00	Harassment	2020086771	Harassment	WP20030548	911
10/31/20 17:51	Harassment	2020087328	Harassment	WP20030777	911
<b>Intoxicated Person Total: 1</b>					
10/17/20 18:47	Intoxicated Person	2020083604	Intoxicated Person	WP20029484	911
<b>Juvenile - Complaint Total: 1</b>					
10/01/20 20:24	Juvenile - Complaint	2020078811	Juvenile - Complaint	WP20027903	Phone
<b>Lost - Found Property Total: 1</b>					
10/09/20 18:54	Lost - Found Property	2020081246	Lost - Found Property	WP20028708	
<b>Medical - Breathing Problems Total: 5</b>					
10/01/20 04:09	Medical - Breathing	2020078592			911
10/03/20 05:31	Medical - Breathing	2020079213			911
10/10/20 11:48	Medical - Breathing	2020081487			911
10/21/20 18:20	Medical - Breathing	2020084735			911
10/25/20 19:57	Medical - Breathing	2020085797	Medical - Breathing Problems	WP20030200	911
<b>Medical - Chest Pain Total: 2</b>					
10/12/20 03:09	Medical - Chest Pain	2020082022			911
10/14/20 04:29	Medical - Chest Pain	2020082582			911
<b>Medical - Fall Under 6 Feet Total: 2</b>					
10/14/20 11:36	Medical - Fall Under 6	2020082662	Medical - Fall Under 6 Feet	WP20029220	Phone
10/23/20 22:37	Medical - Fall Under 6	2020085285			Phone
<b>Medical - Psychiatric - Behavioral Total: 1</b>					
10/28/20 14:21	Medical - Psychiatric -	2020086491	Medical - Psychiatric -	WP20030441	911
<b>Medical - Sick Total: 4</b>					
10/12/20 09:12	Medical - Sick	2020082057	Medical - Sick	WP20028961	911
10/15/20 07:51	Medical - Sick	2020082864			911
10/17/20 10:21	Medical - Sick	2020083461			911
10/26/20 19:53	Medical - Sick	2020086063			911
<b>Medical - Stroke Total: 1</b>					
10/26/20 16:54	Medical - Stroke	2020086004			911
<b>Medical - Unknown Total: 2</b>					
10/19/20 04:13	Medical - Unknown	2020083997			911
10/28/20 20:58	Medical - Unknown	2020086579			911
<b>Medical - Unknown; Medical - Diabetic Total: 1</b>					
10/02/20 19:14	Medical - Unknown;	2020079080			911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Missing Person Total: 1</b>					
10/19/20 19:14	Missing Person	2020084165			911
<b>MVA - Injuries Total: 1</b>					
10/20/20 17:53	MVA - Injuries	2020084501	MVA - Injuries	WP20029808	
<b>MVA - No Injuries Total: 2</b>					
10/06/20 08:49	MVA - No Injuries	2020080088	MVA - No Injuries	WP20028316	
10/23/20 14:41	MVA - No Injuries	2020085146	MVA - No Injuries	WP20030015	911
<b>Noise Total: 3</b>					
10/03/20 01:08	Noise	2020079189	Noise	WP20028019	911
10/10/20 00:00	Noise	2020081356	Noise	WP20028744	
10/16/20 20:33	Noise	2020083321	Noise	WP20029393	Phone
<b>Parking Total: 4</b>					
10/01/20 14:24	Parking	2020078703	Parking	WP20027858	
10/02/20 17:29	Parking	2020079050	Parking	WP20027979	
10/08/20 11:25	Parking	2020080764	Parking	WP20028540	
10/29/20 16:00	Parking	2020086755	Parking	WP20030540	
<b>Probation Check Total: 1</b>					
10/27/20 17:22	Probation Check	2020086287			Officer
<b>Repossession Total: 3</b>					
10/09/20 21:22	Repossession	2020081311			
10/14/20 22:20	Repossession	2020082804			
10/18/20 20:41	Repossession	2020083927			
<b>Residential General Alarm Total: 1</b>					
10/06/20 12:22	Residential General	2020080139	Residential General Alarm	WP20028323	Phone
<b>Residential Medical Alarm Total: 4</b>					
10/04/20 02:20	Residential Medical	2020079526	Residential Medical Alarm	WP20028113	Phone
10/16/20 04:45	Residential Medical	2020083114	Residential Medical Alarm	WP20029316	Phone
10/18/20 04:55	Residential Medical	2020083755	Residential Medical Alarm	WP20029526	Phone
10/26/20 17:47	Residential Medical	2020086026	Agency Assist	WP20030271	Phone
<b>SIA Area Watch Total: 7</b>					
10/06/20 22:16	SIA Area Watch	2020080318			
10/10/20 06:54	SIA Area Watch	2020081429			
10/11/20 15:24	SIA Area Watch	2020081883			
10/14/20 23:34	SIA Area Watch	2020082811			
10/18/20 14:38	SIA Area Watch	2020083845			
10/21/20 00:28	SIA Area Watch	2020084548			
10/24/20 08:06	SIA Area Watch	2020085362			
<b>SIA City Council - City Hall Total: 2</b>					
10/12/20 18:00	SIA City Council - City	2020082197			Officer
10/22/20 18:43	SIA City Council - City	2020084964			

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>SIA Community Presentation Total: 2</b>					
10/06/20 16:46	SIA Community	2020080238			
10/06/20 18:06	SIA Community	2020080264			
<b>SIA Other Total: 1</b>					
10/26/20 23:23	SIA Other	2020086123			
<b>SIA Parks Total: 1</b>					
10/05/20 19:40	SIA Parks	2020079980			Officer
<b>SIA School Check Total: 1</b>					
10/03/20 06:26	SIA School Check	2020079220			
<b>Sign - Signal Repair Total: 2</b>					
10/07/20 06:58	Sign - Signal Repair	2020080374			Phone
10/07/20 12:59	Sign - Signal Repair	2020080478			Phone
<b>Stolen - Vehicle Total: 2</b>					
10/13/20 11:54	Stolen - Vehicle	2020082397	Stolen - Vehicle	WP20029067	Phone
10/15/20 05:14	Stolen - Vehicle	2020082849			Phone
<b>Suspicious - Circumstances Total: 9</b>					
10/06/20 05:44	Suspicious -	2020080055	Suspicious - Circumstances	WP20028306	Phone
10/10/20 20:11	Suspicious -	2020081655	Citizen Aid	WP20028828	Phone
10/13/20 21:01	Suspicious -	2020082527	Suspicious - Circumstances	WP20029110	911
10/17/20 11:45	Suspicious -	2020083482	Suspicious - Circumstances	WP20029440	Phone
10/20/20 08:48	Suspicious -	2020084284	Suspicious - Circumstances	WP20029725	911
10/23/20 18:19	Suspicious -	2020085213	Suspicious - Circumstances	WP20030117	Phone
10/24/20 07:05	Suspicious -	2020085356	Suspicious - Circumstances	WP20030076	Phone
10/29/20 01:01	Suspicious -	2020086617	Suspicious - Circumstances	WP20030484	Phone
10/29/20 18:00	Suspicious -	2020086784	Suspicious - Circumstances	WP20030556	Phone
<b>Suspicious - Person - Vehicle Total: 7</b>					
10/05/20 02:20	Suspicious - Person -	2020079774	Suspicious - Person - Vehicle	WP20028200	911
10/06/20 15:57	Suspicious - Person -	2020080220	Suspicious - Person - Vehicle	WP20028354	Phone
10/12/20 16:26	Suspicious - Person -	2020082162	Suspicious - Person - Vehicle	WP20029004	Phone
10/18/20 19:45	Suspicious - Person -	2020083909	Suspicious - Person - Vehicle	WP20029581	Phone
10/19/20 21:30	Suspicious - Person -	2020084206	Suspicious - Person - Vehicle	WP20029696	911
10/22/20 23:00	Suspicious - Person -	2020085000	Check Welfare	WP20029976	Phone
10/30/20 21:42	Suspicious - Person -	2020087096	Suspicious - Person - Vehicle	WP20030676	911
<b>Theft Total: 3</b>					
10/17/20 10:29	Theft	2020083463	Theft	WP20029434	Phone
10/26/20 16:55	Theft	2020086005	Theft	WP20030266	Phone
10/30/20 09:34	Theft	2020086911	Theft	WP20030606	Phone
<b>Theft; Criminal Damage to Property Total: 1</b>					
10/29/20 18:22	Theft; Criminal Damage	2020086793	Theft	WP20030560	911

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
<b>Theft - From Vehicle Total: 2</b>					
10/12/20 06:10	Theft - From Vehicle	2020082025	Theft - From Vehicle	WP20028945	Phone
10/19/20 07:22	Theft - From Vehicle	2020084007	Theft - From Vehicle	WP20029613	Phone
<b>Theft - Identity Theft Total: 1</b>					
10/05/20 12:59	Theft - Identity Theft	2020079870	Theft - Identity Theft	WP20028249	Phone
<b>Traffic - Complaint Total: 8</b>					
10/04/20 12:31	Traffic - Complaint	2020079602	Off-Road Vehicle Complaint	WP20028142	Phone
10/16/20 14:54	Traffic - Complaint	2020083237	Traffic - Complaint	WP20029363	Phone
10/19/20 07:19	Traffic - Complaint	2020084005	Traffic - Complaint	WP20029612	Phone
10/22/20 15:09	Traffic - Complaint	2020084917	Traffic - Complaint	WP20029945	911
10/27/20 11:44	Traffic - Complaint	2020086211	Traffic - Complaint	WP20030336	Phone
10/29/20 17:57	Traffic - Complaint	2020086782	Traffic - Complaint	WP20030553	Phone
10/31/20 19:11	Traffic - Complaint	2020087360	Traffic - Complaint	WP20030785	911
10/31/20 23:30	Traffic - Complaint	2020087437	Intoxicated Person	WP20030812	Phone
<b>Traffic - Complaint; Vehicle Off Road Total: 1</b>					
10/02/20 23:59	Traffic - Complaint;	2020079174	DUI	WP20028014	Phone
<b>Traffic Stop Total: 45</b>					
10/01/20 01:51	Traffic Stop	2020078584			Officer
10/03/20 20:18	Traffic Stop	2020079425			Officer
10/03/20 21:36	Traffic Stop	2020079457			Officer
10/03/20 22:51	Traffic Stop	2020079483			Officer
10/04/20 01:07	Traffic Stop	2020079516			Officer
10/04/20 19:57	Traffic Stop	2020079715			Officer
10/04/20 20:41	Traffic Stop	2020079726			Officer
10/06/20 22:30	Traffic Stop	2020080320			Officer
10/06/20 23:52	Traffic Stop	2020080332			Officer
10/07/20 07:54	Traffic Stop	2020080385			Officer
10/07/20 17:42	Traffic Stop	2020080574			Officer
10/08/20 19:29	Traffic Stop	2020080934	Traffic Stop	WP20028603	Officer
10/08/20 23:31	Traffic Stop	2020080993			Officer
10/10/20 00:45	Traffic Stop	2020081373			Officer
10/10/20 01:08	Traffic Stop	2020081378			Officer
10/10/20 01:31	Traffic Stop	2020081391			Officer
10/10/20 01:34	Traffic Stop	2020081393			Officer
10/10/20 15:39	Traffic Stop	2020081558			Officer
10/11/20 19:57	Traffic Stop	2020081950			Officer
10/11/20 20:00	Traffic Stop	2020081952			Officer
10/11/20 20:23	Traffic Stop	2020081967			Officer
10/11/20 20:56	Traffic Stop	2020081977	Traffic Stop	WP20028932	Officer
10/14/20 23:45	Traffic Stop	2020082815			Officer
10/15/20 12:54	Traffic Stop	2020082944			Officer
10/15/20 14:17	Traffic Stop	2020082958			Officer
10/16/20 10:53	Traffic Stop	2020083167	DUI	WP20029344	Officer
10/16/20 18:54	Traffic Stop	2020083290	Traffic Stop	WP20029384	Officer

Incident Start Date/Time	Initial Call	CFS #	Final Incident	Case Number	How Reported
10/17/20 01:28	Traffic Stop	2020083410			Officer
10/18/20 01:22	Traffic Stop	2020083736			Officer
10/18/20 01:55	Traffic Stop	2020083741			Officer
10/18/20 21:08	Traffic Stop	2020083934			Officer
10/18/20 21:52	Traffic Stop	2020083948	Traffic Stop	WP20029592	Officer
10/23/20 23:31	Traffic Stop	2020085304			Officer
10/24/20 17:26	Traffic Stop	2020085487			Officer
10/24/20 22:34	Traffic Stop	2020085583			Officer
10/25/20 00:35	Traffic Stop	2020085623			Officer
10/26/20 00:42	Traffic Stop	2020085849	Traffic Stop	WP20030215	Officer
10/26/20 18:07	Traffic Stop	2020086032			Officer
10/26/20 18:26	Traffic Stop	2020086037			Officer
10/26/20 18:37	Traffic Stop	2020086043			Officer
10/26/20 21:58	Traffic Stop	2020086108	Drugs	WP20030300	Officer
10/26/20 23:22	Traffic Stop	2020086122	DUI	WP20030304	Officer
10/27/20 12:10	Traffic Stop	2020086216	Traffic Stop	WP20030339	Officer
10/28/20 18:09	Traffic Stop	2020086535	Traffic Stop	WP20030458	Officer
10/30/20 23:22	Traffic Stop	2020087122			Officer

### Traffic Watch Total: 1

10/15/20 12:47	Traffic Watch	2020082941	Traffic Watch	WP20029254	
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### Warrant - Attempt Total: 1

10/09/20 18:01	Warrant - Attempt	2020081227	Warrant - Arrest	WP20028704	Officer
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**Total Records: 230**

## Montrose/Waverly Patrol Hour Summary

<b>Hours Purchased Per 2020 Contract:</b>	<b>5,856.00</b>
<b>Starting Hours (beginning of month):</b>	<b>1,405.00</b>
<b>M-T-D (detailed below):</b>	<b>485.25</b>
<b>Balance going forward (to next month):</b>	<b>919.75</b>
<b>Y-T-D:</b>	<b>4,936.25</b>

### Shift Start

Date	Shift Start Time	Shift Stop Date	Shift Stop Time	Schedule	Position	Time Type	Regular Hours
1-Oct-20	0:00	1-Oct-20	2:00	Montrose/Wave	4630	Regular	2.00
1-Oct-20	10:00	1-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
1-Oct-20	20:00	2-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
2-Oct-20	10:00	2-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
2-Oct-20	20:00	3-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
3-Oct-20	6:00	3-Oct-20	16:00	Montrose/Wave	4610	Regular	10.00
3-Oct-20	20:00	4-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
4-Oct-20	6:00	4-Oct-20	16:00	Montrose/Wave	4610	Regular	10.00
4-Oct-20	20:00	5-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
5-Oct-20	16:00	5-Oct-20	20:00	Montrose/Wave	4630	Regular	4.00
5-Oct-20	20:00	6-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
6-Oct-20	10:00	6-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
6-Oct-20	20:00	7-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
7-Oct-20	10:00	7-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
7-Oct-20	20:00	8-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
8-Oct-20	16:00	9-Oct-20	2:00	Montrose/Wave	4630	Regular	10.00
9-Oct-20	2:00	9-Oct-20	6:00	Montrose/Wave	4620	Regular	4.00
9-Oct-20	2:00	9-Oct-20	5:00	Montrose/Wave	4610	Regular	3.00
9-Oct-20	2:00	9-Oct-20	3:00	Montrose/Wave	4630	OT - Regular	1.00
9-Oct-20	4:00	9-Oct-20	6:00	Montrose/Wave	4640	Regular	2.00
9-Oct-20	6:00	9-Oct-20	7:15	Montrose/Wave	4610	OT - Regular	1.25
9-Oct-20	10:00	9-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
9-Oct-20	20:00	10-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
10-Oct-20	10:00	10-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
10-Oct-20	20:00	11-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
11-Oct-20	10:00	11-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
11-Oct-20	20:00	12-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
12-Oct-20	6:00	12-Oct-20	16:00	Montrose/Wave	4610	Regular	10.00
12-Oct-20	20:00	13-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
13-Oct-20	6:00	13-Oct-20	16:00	Montrose/Wave	4610	Regular	10.00
13-Oct-20	20:00	14-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
14-Oct-20	7:00	14-Oct-20	13:00	Montrose/Wave	4610	Regular	6.00

14-Oct-20	10:00	14-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
14-Oct-20	20:00	15-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
15-Oct-20	7:00	15-Oct-20	15:00	Montrose/Wave	4610	Regular	8.00
15-Oct-20	10:00	15-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
15-Oct-20	20:00	16-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
16-Oct-20	10:00	16-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
16-Oct-20	20:00	17-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
17-Oct-20	10:00	17-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
17-Oct-20	20:00	18-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
18-Oct-20	10:00	18-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
18-Oct-20	20:00	19-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
19-Oct-20	10:00	19-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
19-Oct-20	20:00	20-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
20-Oct-20	20:00	21-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
21-Oct-20	20:00	22-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
22-Oct-20	10:00	22-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
22-Oct-20	20:00	23-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
23-Oct-20	10:00	23-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
23-Oct-20	20:00	24-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
24-Oct-20	14:00	24-Oct-20	20:00	Montrose/Wave	4620	Regular	6.00
24-Oct-20	20:00	25-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
25-Oct-20	10:00	25-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
25-Oct-20	20:00	26-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
26-Oct-20	10:00	26-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
26-Oct-20	20:00	27-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
27-Oct-20	10:00	27-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
27-Oct-20	20:00	28-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
28-Oct-20	10:00	28-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
28-Oct-20	20:00	29-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
29-Oct-20	10:00	29-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
29-Oct-20	20:00	30-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
30-Oct-20	10:00	30-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
30-Oct-20	20:00	31-Oct-20	2:00	Montrose/Wave	4630	Regular	6.00
31-Oct-20	10:00	31-Oct-20	20:00	Montrose/Wave	4620	Regular	10.00
31-Oct-20	20:00	1-Nov-20	0:00	Montrose/Wave	4630	Regular	4.00

<b>TOTAL:</b>	<b>485.25</b>
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# Monthly Activity Report Montrose Fire Department

Prepared and Presented by  
Kevin Triplett – Fire Chief

**Period: 10/01/2020 thru 10/31/2020 (OCTOBER)**

## CALLS

Total Calls: 28

# of Calls OCTOBER 2019 = 16  
2019 vs 2020 (2020 = + 12)

EMS Calls: 22

Other Calls:

- 10/31 - #20224 – Motor Veh Accident w/ injuries – Woodland Twsp
- 10/25 - #20218 – Odor Investigation – Montrose
- 10/24 - #20217 – Fire (Found to be permitted burn) – Montrose
- 10/20 - #20214 – Motor Veh Accident w/ injuries – Woodland Twsp
- 10/14 - #20207 – Structure Fire – Accidental Cause (\$130,000 loss) - Montrose
- 10/09 - #20201 – Mutual Aid to Waverly Fire – Structure Fire – Waverly City

Total calls to Date 2020 – 224

2019 vs 2020 ( 2020 = +31)

Total calls this time in 2019 - 193

## Call Districts

Montrose City: 22      Franklin Township: 1      Marysville Township: 0  
 Woodland Township: 5      Other: 1 (Waverly City)

## TRAINING:

- 10/06/2020 – Staff Meeting
- 10/13/2020 – Truck Maintenance
- 10/26/2020 – Agility Testing

## Other Activities, Special Mention, Etc.

- Week of 10/04 – Fire Prevention Week – handouts/promotional items provided to MES & Headstart – Theme for the year, “Serve up Fire Safety in the Kitchen”
- 10/13/2020 – New Hire interviews & Agility Testing
- 10/26/2020 – Fitting for new turnout gear

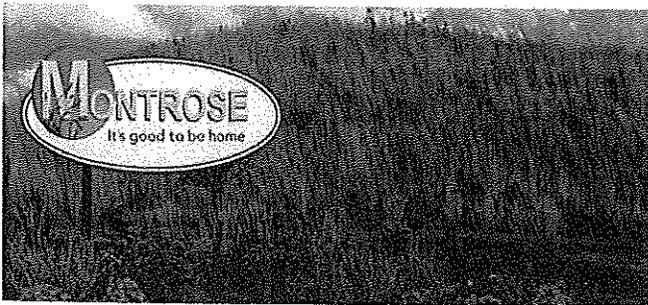
## SPECIAL INFO

- 10/31/2020 – Firefighter Vincent Manz resigns from the Fire Department – start date was 11/20/2018 – Served for 1 year, 11 months, 11 days

## Acknowledgments

- Vincent Manz – For serving on the Montrose Fire Department for 1 year, 11 months and 11 days
- All the firefighters – another busy month for the fire department with a lot of impromptu meetings and events that had to get done – THANK YOU

Between  
THE CITY OF MONTROSE  
And  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL NO. 49  
AFL-CIO



January 1, 2021 through December 31, 2023

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## ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Montrose hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT. The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

## ARTICLE 2 – RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all Employees in the job classifications listed below who are public Employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other Employees:

Utility Clerk Public Works/Admin  
 Maintenance Worker I  
 Maintenance Worker II  
 Crew Leader Maintenance Worker III  
 Utility Field Maintenance Operator  
 Operator I  
 Operator II  
 Chief Operator  
 Administrative Assistant

## ARTICLE 3 – DEFINITIONS

- 3.1 UNION: The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 3.2 EMPLOYER: The City of Montrose
- 3.3 UNION MEMBERS: Members of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.5 **BASE PAY RATE:** The Employee's hourly rate exclusive of any special allowances.
- 3.6 **OVERTIME:** All hours on, in pay status shall be computed for purposes of computing overtime in excess of 40 hours within an employee's pay week will be compensated at 1-1/2 times the employee's regular base pay rate.
- 3.7 **CALL BACK:** Return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.
- 3.8 **IMMEDIATE FAMILY:** Spouse, partner, children, grandchildren, parents, grandparents, siblings (including any step-or in-law in the proceeding list.)
- 3.9 **DAYS:** Unless otherwise indicated, mean the Employer's regular business days.
- 3.10 **PROMOTION:** A permanent change of an Employee from a position in one (1) work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation.
- 3.11 **TRANSFER:** A change of Employee from one (1) position to another position in the same work classification or to another work classification, in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.12 **EMERGENCY:** A crisis situation or condition which reasonably may be expected to endanger life or property as defined by the Employer.
- 3.13 **PROBATION PERIOD:** Means Twelve (12) months from the Employee's date of hire.
- 3.14 **PROMOTION PERIOD:** Means 90 days from the date of promotion that is designated as a reasonable time period to learn the job.
- 3.15 **RESIGNATION IN GOOD STANDING:** An Employee leaving service with the Employer after giving a two (2) week notice, providing the Employee has not been discharged for misconduct.

#### **ARTICLE 4 – NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any Employee on any basis prohibited by law.

#### **ARTICLE 5 – UNION RIGHTS**

In recognition of the Union as the exclusive representative the Employer shall:

- 5.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all Employees authorizing in writing such deduction; and remit such deduction to the appropriate designated officer of the Union.
- 5.2 The Union may designate certain Employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice.
- 5.3 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.4 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 5.5 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, order, or judgments brought or issued against the Employer under the provisions of this article.
- 5.6 All Employees who have completed thirty (30) calendar days of employment shall become members of the Union and shall maintain their membership in good standing. "In good standing," for the purpose of this Agreement, is defined as to mean the payment of a standard initiation fee and standard regular monthly and or administrative dues uniformly required as a condition of acquiring or retaining membership in the Union.

## **ARTICLE 6 – EMPLOYER AUTHORITY**

- 6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement. Employer is able to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency.

## **ARTICLE 7 – SAVINGS CLAUSE**

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

## ARTICLE 8 – EMPLOYEE RIGHTS/ GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 **Union Representative.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 8.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union representative have notified and received the approval of the designated supervisor.
- 8.4 **Procedure.** Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employer. At this step, the grievance may be presented in writing. The Employer will discuss and give an answer, in writing, to such Step 1 grievance within twenty-one (21) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. Any grievance unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed in writing to Step 4 by the Union within fourteen (14) calendar days. Any grievance

not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request, from the Director of the Bureau of Mediation Services, a list of qualified arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

## 8.5 **Arbitrator's Authority**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. One (1) representative of the Union, the grievant and all reasonably necessary Employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

**Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof

within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

## **ARTICLE 9 – PROGRESSIVE DISCIPLINE**

- 9.1 The Employer will discipline Employees for just cause only. Discipline will be in one (1) or more of the following forms:
- A. Oral reprimand
  - B. Written reprimand
  - C. Administrative leave
  - D. Suspension
  - E. Demotion, or
  - F. Discharge
- 9.2 Written reprimands, notices of suspensions, notices of demotion and notices of discharge which are to become part of an Employee's personnel file will be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.3 Employees may examine their individual personal files once every six months at reasonable times in accordance with state law.
- 9.4 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee had been given adequate opportunity to have a Union representative present at such questioning.
- 9.5 Grievances relating to this article shall be initiated by the Union at Step 2 of the grievance procedure under Article 8 of this Agreement.

## **ARTICLE 10 – JOB SAFETY/TRAINING**

- 10.1 Accident and injury free operations shall be the goal of all Employers and Employees. To this end, the Employer and Employee will, to the best of their ability, abide by and live up to the requirements of all State and Federal Laws, Construction Safety Codes and Regulations, and all Department of Transportation (DOT) Regulations.
- 10.2 The Employer shall issue rules and notices to the Employees regarding on the job safety requirements. Any Employee violating such rules or notices may be subject to disciplinary action. No Employee may be discharged for refusing to work under unsafe conditions.
- 10.3 The time an Employee spends attending training during their scheduled shift, approved by the Employer shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

## ARTICLE 11 – WORK SCHEDULES

- 11.1 The authority in work schedules is the Employer. The normal workday for an Employee shall be nine (9) hours for full-time Employees. The normal workweek shall be forty (40) hours for full-time Employees, 7:00 a.m. to 4:30 p.m., Monday through Thursday and Friday 7:00 a.m. to 11:00 a.m.
- 11.2 Service to the public may require the establishment of regular shifts for some Employees on a daily, weekly, seasonal, or annual basis other than the normal day. The Employer will give seven (7) calendar days advance notice to the Employees affected by the establishment of work shifts different from the Employee's normal Monday through Friday work day.
- 11.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an Employee working other than the normal work day be scheduled to work more than nine (9) hours, however, each Employee has an obligation to work a reasonable amount of overtime or callbacks if requested unless unusual circumstances prevent the Employee from so working.
- 11.4 Every regular Employee when working under conditions where a break period is practical shall be granted a 15-minute rest period for each four (4) hours worked. Rest periods should be scheduled so as not to interfere with work requirements. Rest periods can be taken at the end of the first four hours of work day and at the beginning of the last four hours of the work day, thus creating a 1-hour lunch period for Employees who wish to do so.

## ARTICLE 12 – OVERTIME PAY

- 12.1 All hours on, in pay status shall be computed for purposes of computing overtime in excess of 40 hours within an Employee's pay week will be compensated at one and one half (1-1/2) times the Employee's regular base pay rate.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 All hours assigned and worked in excess of forty (40) hours per week shall be worked by the "on-call" Employee. If other Employees are needed to perform the callout assignment, such overtime work shall be distributed equally. All Employees may be required to work overtime as defined in Article 12.
- 12.4 Compensatory Time off may be used by an Employee in lieu of overtime pay. Leave time to be used shall be approved by the Employee's supervisor. Compensatory time taken shall be considered as time worked. For non-exempt Employees, accrued compensatory time is to be earned at one and one-half (1-1/2) in accordance with the Fair Labor Standards Act. Hours accrued may not exceed 80. If a non-exempt Employee accrues more than 40 80 hours, those hours exceeding 80 hours shall be paid at one and one-half (1-1/2) at the time of the next

payroll. Upon leaving employment, any accrued compensatory time will be paid out at the Employee's current rate of pay.

### ARTICLE 13 – STAND BY DUTY, WEEKEND DUTY AND CALL IN PAY:

- 13.1 **Stand-by Duty.** The EMPLOYEE responsible for call in during this period would be the Employee scheduled on the stand-by duty roster. Compensation for Stand-by Duty shall be \$30.00 daily and \$60.00 for any holiday. During a call in, Employees responsible for a call in will be compensated an additional two (2) hours of pay minimum for each call in. The call in period may extend beyond 2 hours if the work requires. The Employee on stand-by duty is allowed to use a City vehicle and only allowed to use city vehicle to and from work.
- 13.2 **Weekend Duty.** The EMPLOYEE on Stand-by will also be responsible for Weekend Duty. Weekend Duty shall consist of performing routine work such as, but not limited to, city lift stations, wells and duties within WWTP. Employees shall be compensated for hours worked while performing Weekend Duty on weekends and holidays at the EMPLOYEE'S regular rate of pay. Under normal circumstances and conditions, weekend duty shall require approximately 2 hours of work per day on weekends and holidays. However, this is not a minimum requirement or limit to the hours of work but rather a benchmark. Additionally, an EMPLOYEE who has completed the assigned weekend duty and is called back to the City for additional work shall be compensated in the amount specified for Stand- by Duty within this Article.

### ARTICLE 14 – SENIORITY

- 14.1 **Definition:** Seniority will be determined by an Employee's length of continuous service with the Employer and posted in an appropriate location.
- 14.2 **Probationary Employees:** During the probationary period, an Employee may be discharged at the sole discretion of the Employer.
- 14.3 **Layoff:** If the Employer should layoff any bargaining unit Employee(s) at the City for any reason, the following conditions shall apply:
- A. The Employer shall determine the position(s) in the classification which are to be eliminated provided, however, that all Employees in temporary and part-time positions shall be laid off before regular Employees.
  - B. Seniority, as spelled out in Article 14.1 of the Agreement, shall govern the order in which Employees are laid off and recalled. In the event that a layoff becomes necessary, the Employer shall lay off Employees in inverse order of their seniority as full-time regular Employees. The Employer shall give written notice to the Employee to be laid off with a copy to the Union, at least fourteen (14) calendar days prior to the effective date of the layoff whenever practicable.

- C. In the event a position of a higher class is eliminated and layoffs become necessary, Employees may exercise their seniority as regular full time Employees, to displace (bump) less senior Employees of a lower class in which the Employee is qualified.

#### 14.4 Recall:

- A. Employees shall be recalled in the order of their seniority to the highest employment conditions and wages that their seniority as regular full time Employees would entitle them to receive.
- B. An Employee on lay-off shall be notified of recall by personal notice (received) or certified mail (return receipt requested) sent to the Employee's last known address at least fourteen (14) calendar days prior to the reporting date. The Employee shall notify the Employer of their intent to return to work and shall report to work on the reporting date specified by the Employer unless other arrangements have been agreed to by the Employer in writing. If the Employee does not return to work under the terms of recall mutually agreed to by the parties, the Employee shall be deemed to have terminated employment with the City. Employees shall remain on a call back list for twenty-four (24) months.
- C. It shall be the responsibility of the Employee to keep the City advised of their current mailing address.

#### 14.5 Temporary Call Back:

- A. Notwithstanding the provision of this Agreement covering a recall the Employer may call back laid off Employees to perform available work that is of a temporary emergency nature.
- B. The provisions of Section 14.4(A) above shall apply to all call-backs of an emergency nature.
- C. The refusal by an Employee to accept a temporary assignment, or the Employer's inability to contact an Employee in any manner other than prescribed in Section 14.4(B) above, shall not be considered a refusal to accept recall from layoff.
- D. The Employer may, however, report to the Minnesota Department of Jobs and Training the name of any Employee that is unavailable for work or refuses to accept an assignment of short duration.
- E. Time worked during a call-back shall extend the Employees status on the call back list referred to in 14.4(B) for a time equal to the duration of temporary employment.

- 14.6 During a period when any Employee is laid off under Article 14.3 the Employer agrees Overtime will not be used to subvert the need for the laid off Employee.
- 14.7 **Vacancies:** Job vacancies within the bargaining unit will be posted by the Employer in the department in a conspicuous place, for a period of seven (7) working days. An Employee must apply for the position within the seven (7) working days after such notice is posted. An Employee assigned to the posted job will be on promotion period of 90 days, during which time the Employee will be returned to their former position upon the request of the Employee, without loss of seniority provided their former position is unfilled. The Employer may return an Employee to their former position at any time during the promotion period of 90 days, if in the City's opinion; the Employee is unable or unwilling to perform the duties of the position satisfactorily.
- 14.8 **Promotion:** Seniority and qualifications will be the determining criteria for promotion within the bargaining unit when job-relevant qualifications are equal.

## ARTICLE 15 – COMPENSATION

- 15.1 **Rates of Pay:** Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this Agreement.
- 15.2 **Pay Days:** Employees shall be paid biweekly by automatic deposit for the prior two weeks on alternating Thursday. When a payday falls on a holiday, Employees shall receive pay the preceding workday.
- 15.3 Employees shall have the right to choose paid leave or compensatory time to apply if such an event arises. Notification of any change that is needed in regards to the previous sentence shall be given to the Employer prior to the end of the pay period by the Employee is required.

## ARTICLE 16 – VACATION

- 16.1 **ELIGIBILITY** — All Regular Employees are entitled to paid vacation leave. Upon employment with the City, Employees will receive 40 hours of vacation. The hours cannot be used until after 3 months of employment, but after such date the hours may be expended during an Employee's Probationary Period.
- 16.2 Once the Employee has reached their one year anniversary date, they will receive vacation from the date of their one year anniversary to the next annual review date. The vacation earned will be pro-rata based on 40 hours earned per year.
- 16.3 At each of the following annual review date, Employees will receive the following vacation hours:

MONTHS OF SERVICE

0-1 year

ACCRUAL RATE

40 hours (not to be used until 3 months of service)

1-year	40 hours (1 week)
2-5 years	80 hours (2 weeks)
6-10 years	120 hours (3 weeks)
11-15 years	160 hours (4 weeks)
15+ years	200 hours (5 weeks)

- 16.4 An Employee cannot carry over more than 120 hours of vacation beyond the Employee's review date of April 1 of each calendar year. If more than 120 hours is banked at the end of the year any amount over 120 will be lost.
- 16.5 Each department head is responsible for the leave schedule of City employees within their jurisdiction. Leaves of one week or more shall be scheduled with no less than two weeks notice. Leaves of three weeks or more require approval from the City Council. Employees wishing to use vacation time are to submit a leave request form to their department head.
- 16.6 Upon leaving employment with the City of Montrose, unused vacation time that has been accrued up to the date of cessation shall be paid out at the employee's current rate of pay if the employee has been employed with the City for greater than one (1) year.

## ARTICLE 17 – LEAVE

- 17.1 **Sick Leave-** All regular Full-Time Employees shall earn sick leave at the rate of eight hours sick leave per month. Regular Part-time Employees shall earn sick leave based upon their full time equivalent.
- 17.2 Unused sick leave day may accumulate to a maximum credit of 480 hours of sick leave per Employee. After an Employee has accumulated 480 hours of sick leave, the Employee will stop earning sick leave until the total hours have decreased below the 480 maximum. An Employee will not be allowed to use sick leave until after completion of the initial 90 days after appointment as an Employee. However, sick leave will accrue from the date of such appointment.
- 17.3 Upon leaving employment, one-third of an Employee's accumulated sick time will be rolled over into their Health Savings Account (H.S.A) unless the Employee requests that the amount be paid out to them directly.
- 17.4 For the purpose of accumulation of additional vacation or sick leave, and Employee using earned vacation or sick leave is considered to be working.
- 17.5 Employer will allow Employees to donate sick leave to fellow Employees City of Montrose who have exhausted their sick and vacation time. Employee must maintain 100 hours of sick leave on the books.
- 17.6 **Military Leave** — Shall be governed by current City of Montrose Personnel policy and current law.
- 17.7 **Family Care Leave-** Shall be governed by current City of Montrose Personnel policy and current law.

- 17.8 **Parenting Leave-** Shall be governed by current City of Montrose Personnel policy and current law.

## **ARTICLE 18 – BEREAVEMENT LEAVE**

- 18.1 Up to three days with pay may be taken in the case of serious illness or death in any Employee's immediate family. Immediate family includes: spouse, partner, children, grandchildren, parents, grandparents, siblings (including any step-or in-law in the proceeding list.) Additional days may be allowed by an Employee's applicable Department Head, but will be considered as unpaid Leave. Accumulated sick leave or vacation may be used for unpaid days
- 18.2 Employees may be allowed one-half unpaid day off or may utilize sick leave or vacation to attend the funeral of a friend or acquaintance other than a member of the Employee's immediate family.

## **ARTICLE 19 – LEAVE OF ABSENCE**

- 19.1 Leave of absence paid and unpaid shall be governed by current City of Montrose personnel policy and current law.
- 19.2 Jury or Witness Duty- Shall be governed by current City of Montrose Personnel policy and current law.

## **ARTICLE 20 – INSURANCE**

- 20.1 Health Insurance - The City offers health insurance through the City's Insurance provider for eligible full time Employees, his / her partner, and his / her dependents. The City shall contribute 100% of the health insurance premium costs through the City's chosen insurance provider for eligible full time Employees, his/her partner, his/her dependents. In 2021, Employer and Union agree to meet to negotiate health insurance premium contribution rates for contract years 2022 and 2023 and up to a five percent (5%) increase to all wages and classifications.
- 20.2 Dental Insurance — The City offers health insurance through the City's Insurance provider for eligible full time Employees, his / her partner, and his / her dependents.
- 20.3 Life Insurance - The City will contribute a monthly amount towards group life insurance benefits for each eligible full time Employee his / her partner, and his / her dependents.
- 20.4 Health Savings Account — The city makes a contribution to every Employee's Health Saving Account (H.S.A.) at \$100.00 per month for single converge Employees and \$200.00 per month for family coverage Employees.

- 20.5 Retirement — The public Employees Retirement Association (PERA) provides for eligible City Employees to participate in a retirement program. Employees contribute a percentage of their total salary to PERA through payroll deductions. The City also contributes a percentage of the Employee's total salary as determined by Minnesota Statutes for PERA on behalf of the Employees. Participation in PERA is mandatory unless otherwise specified in Minnesota Statutes.
- 20.6 Long Term Disability Insurance — Employees will contribute a monthly amount towards LTD insurance benefits. Participation is mandatory, as it is a group policy. The amount to be contributed and the type of coverage are determined by the Employee.
- 20.7 Short Term Disability Insurance - Employees will contribute a monthly amount towards STD insurance benefits. Participation is mandatory, as it is a group policy. The amount to be contributed and the type of coverage are determined by the Employee.

**ARTICLE 21 – HOLIDAYS**

21.1 Recognized Holidays. Holidays include the following:

- New Year’s Day..... January 1
- Martin Luther King Day..... Third Monday, January
- President’s Day..... Third Monday, February
- Memorial Day..... Last Monday, May
- Independence Day..... July 4
- Labor Day..... First Monday, September
- Veteran’s Day..... November 11
- Thanksgiving Day..... Fourth Thursday, November
- Friday After Thanksgiving..... Fourth Friday, November
- Christmas Day..... December 25
- One Floating Holiday.....

➤ Friday after Thanksgiving Day is in lieu of Columbus Day holiday.

**ARTICLE 22 – UNIFORMS**

**Safety and Clothing Allowance**

22.1 The City will provide rental uniforms based on the following list per year per Employee:

- 11- Safety Shirts
- 11-Jean pants

Employees shall be reimbursed up to \$200 per year for the purchase of winter and fall clothing to include but not limited to sweat shirts, polo shirts, and winter insulated coverall or bib/jacket combination upon proof of expenditures.

- 22.2 The Employer agrees to reimburse Employees a sum not to exceed two hundred dollars (\$200) per year for the purchase of safety shoes or boots and presents a receipt for the purchase of certified safety shoes/boots.
- 22.3 The Employer will provide one (1) pair of safety eyeglasses per Employee.
- 22.4 Employees will be required to be in uniform each workday, with the uniforms in good condition free from tears, rips or fraying.

## **ARTICLE 23 – TUITION REIMBURSEMENT**

- 23.1 Employees may be reimbursed for educational expenses up to \$5,000 annually when the education is relevant to the position of employment. To be eligible for reimbursement, the Employee must first have prior approval from the City Council and the Employee's Department Head and present proof of completion with a passing grade. The City will pay the cost of tuition upon successful completion (C grade or better) or pass in a pass/ fail course of the approved course. Employees must reimburse the City if they leave employment within twelve (12) months of receiving tuition reimbursement from the City.

## **ARTICLE 24 – WAIVER**

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.
- 24.3 The Montrose personnel policy is still in effect for all provision and are not superseded by this CBA.

## ARTICLE 25 — Harassment/Sexual Harassment

**POLICY STATEMENT:** The city of Montrose is committed to providing and maintaining a workplace free of all verbal and physical harassment, including sexual harassment and discrimination. Harassment is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates, or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, or degrading environment, or interferes with or adversely affects a person's work performance.

**SCOPE:** It is the City of Montrose policy to fully support enforcement of state and federal antidiscrimination laws.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when: i) submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment; ii) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or, iii) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidation, hostile, or offensive employment environment and the employer knows or should have known of the existences of the harassment and fails to take timely and appropriate action.

Examples of inappropriate conduct include, but are limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for date or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual request or behavior. In summary, sexual harassment is the unwanted, unwelcome, and repeated action of an individual against another individual, using sexual overtones as a means of creating stress.

Any Employee who believes they have been the victim of alleged sexual harassment in addition to any Employee or third persons who have knowledge of, belief of, or who have been witnesses of conduct constituting sexual harassment shall immediately report the conduct to either their immediate supervisor or the City Administrator. Employees are also encouraged to make it clear to the harasser that the conduct is unwelcome and to document the conversation as well as document the occurrence of harassment. The City will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and related retaliation. All allegations will be investigated. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible. Failure of any supervisor or other staff to forward any report of alleged harassment to the appropriate person may result in discipline. Reprisal against a complaining Employee or a witness is strictly prohibited. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action. Further information pertaining to this subject may be obtained from our department head of the City Administrator.

**ARTICLE 26 – DURATION**

This Agreement shall be in effect from January 1, 2021 and shall remain in effect to December 31, 2023 thereafter unless either party gives notice as may be required by State Statute of their desire to amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

CITY OF MONTROSE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL NO. 49

\_\_\_\_\_  
Michelle Otto, Mayor

\_\_\_\_\_  
Jason A. George, Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Tom Marszalek, Council Member

\_\_\_\_\_  
Christopher Chantry, Area Business Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Dan Remer, Steward

Date: \_\_\_\_\_

\_\_\_\_\_  
Jessica Bonniwell, Steward

Date: \_\_\_\_\_

## Appendix "A"

### Wage and Classification Rates

2021. All Employees covered under this agreement shall receive a (2%) wage increase. All Employees who have not reached their max wage amount as listed in the table below shall receive an additional two (2%) wage increase with a successful annual performance review, which will be made up of four quarterly reviews. Employees will not receive the performance increase once they have reached their maximum wage as identified in the table below. In 2021, Employer and Union agree to meet to negotiate health insurance premium contribution rates for contract years 2022 and 2023 and up to a five percent (5%) increase to all wages and classifications.

2022. All Employees covered under this agreement shall receive a (2%) wage increase. All Employees who have not reached their max wage amount as listed in the table below shall receive an additional two (2%) wage increase with a successful annual performance review, which will be made up of four quarterly reviews. Employees will not receive the performance increase once they have reached their maximum wage as identified in the table below.

2023. All Employees covered under this agreement shall receive ~~up to~~ a (2%) wage increase. All Employees who have not reached their max wage amount as listed in the table below shall receive an additional two (2%) wage increase with a successful annual performance review, which will be made up of four quarterly reviews. Employees will not receive the performance increase once they have reached their maximum wage as identified in the table below.

	MIN	MAX
Utility Clerk Public Works/Admin	\$17.17	\$25.00
Administrative Assistant	\$17.00	\$25.00
Operator I	\$16.90	\$25.00
Operator II	\$22.70	\$29.00
Chief Operator	\$24.50	\$30.00
Maint Worker I	\$16.58	\$21.00
Maint Worker II	\$19.00	\$24.00
Maint Worker III	\$23.00	\$28.00

## APPENDIX "B"

### Seasonal Employees/ Temporary Employees

1. Seasonal Employee: An Employee who works in a position for 100 days or less to conduct seasonal work. Seasonal Employees may be full-time or part time Seasonal Employees do not earn benefits or credit for seniority. During the seasonal employment period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the seasonal period if the City has laid off all Retiree Seasonal Employees and seasonal Employees. The City reserves its management right to determine the size of the work force on all cases.
2. Temporary Employees: Means an Employee who works in a temporary position. Such jobs may have a defined start and end date or may be for the duration of a specific project, and shall not consist of more than 67 day in a calendar year. Temporary Employees may be full-time or part time. Temporary Employees so not earn benefits or credit for seniority.

City of Montrose  
 Planning and Zoning Commission Meeting  
 Montrose Community Center  
 200 Center Avenue South  
 Wednesday, October 14, 2020  
 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, October 14, 2020 at 7:00 p.m.

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

**2. ROLL CALL**

Present: Commissioner Mike Scanlon  
 Commissioner Shawn Cuff  
 Commissioner Justin Emery  
 Commissioner Sylvia Henry  
 City Council Liaison Lloyd Johnson

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

**3. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was taken.

**4. APPROVAL OF THE AGENDA**

**Commissioner Henry motioned to approve the October 14, 2020 Planning and Zoning Commission Meeting Agenda. Commissioner Emery seconded the motion. Motion carried 4-0.**

**5. APPROVAL OF THE MINUTES**

**A. August 12, 2020 Planning and Zoning Commission Meeting**

Commissioner Cuff asked for a correction to the August 12, 2020 Planning and Zoning Commission Meeting minutes. Commissioner Cuff stated that under **6. PUBLIC HEARINGS, A. Consider A Planned Unit Development Amendment – Forest Creek – R Homes – CONTINUATION** he was in favor of the PUD Amendment and opposed the motion and second "not to allow PUD Amendment."

**Commissioner Henry motioned to approve the Planning and Zoning Commission Meeting minutes of August 12, 2020 with the correction under 6. PUBLIC HEARINGS, A. Consider A Planned Unit Development Amendment – Forest Creek – R Homes – CONTINUATION that Commissioner Cuff was in favor of the PUD Amendment and opposed the motion and second "not to allow PUD Amendment." Commissioner Cuff seconded the motion. Motion carried 4-0.**

**6. RESIGNATION FROM PLANNING AND ZONING COMMISSION – Ms. Tracy Gurneau**

**A. Ms. Tracy Gurneau's Resignation from the Planning and Zoning Commission**

Ms. Boelter stated that at the Monday, October 12, 2020 Regular City Council Meeting, the City Council accepted Ms. Gurneau's resignation from the Planning and Zoning Commission.

Ms. Boelter continued by stating that the Planning and Zoning Commission will need to vote in a new Chair and Vice-Chair.

## B. Chair

**Commissioner Henry motioned to make Commissioner Scanlon the Planning and Zoning Commission Chair. Commissioner Emery seconded the motion. Motion carried 3-0-1. Commissioner Scanlon abstained.**

## C. Vice-Chair

**Commissioner Emery motioned to make himself the Planning and Zoning Commission Vice-Chair. Commissioner Scanlon seconded the motion. Motion carried 3-0-1. Commissioner Emery abstained.**

## 7. NO OLD BUSINESS.

## 8. NEW BUSINESS.

## A. Discussion Regarding Beekeeping in Residential Districts

Ms. Boelter stated that the City was contacted by a resident regarding the keeping of beehives on his property. She continued by stating that staff contacted both the City Planner, Mr. Daniel Elder and the City Attorney, Mr. James Monge about having beehives in residential districts. Ms. Boelter stated that staff was concerned about the danger to children and adults living in the area of the beehives; especially those that may be allergic to bees. Both Mr. Elder and Mr. Monge indicated that beekeeping in residential districts is prohibited.

Ms. Boelter stated that when she contacted the property owner regarding his request and asked him to attend tonight's Planning and Zoning Commission Meeting to answer any questions the Commission may have, he admitted that he in fact was in a dispute with his neighbor and his neighbor was the one that had the beehives and he wanted to make the City aware of it. Ms. Boelter apologized to the Planning and Zoning Commission; because, by the time she received this information from the property owner, the Agenda and Packet for the Meeting were already sent out.

Mr. Elder stated that currently, the City's Zoning Ordinance definition of farm animals includes bees, meaning that beekeeping would only be allowed in areas of the Community that allow farming or other agricultural activities, essentially, just the Urban Reserve District.

Mr. Elder continued by stating that residents are concerned about the keeping of bees in residential areas, citing the distance to neighbors and the dangers of allergic reactions.

Mr. Elder stated that some cities have accommodated beekeeping in residential areas, although the majority do not. The City of Minneapolis, Minnesota is often cited as an example; however, Zoning Authority in Minneapolis is different than in the City of Montrose and other smaller communities. Minneapolis is a "first class" City under the State of Minnesota's classification system, and allows various land use decisions to be made at the neighborhood level. In the case of bees, the City retains the authority for approval; but, permits all neighbors a "veto" vote.

Mr. Elder stated that this type of neighbor approval process is not permitted outside of Minneapolis; St. Paul, Minnesota; and Duluth, Minnesota. As such, the City must decide whether beekeeping would be allowed, and is not permitted to require neighbor approval.

Mr. Elder stated that the common issue raised by opponents is the potential for stinging and the fact that between five percent (5%) and ten percent (10%) of the population is allergic to insect stings. Because bees are not able to be controlled on a single property, the impact to neighbors is a potential issue.

Mr. Elder stated that with regard to honey production, the National Honey Board estimates that an average bee colony will produce about sixty (60) pounds of honey per year, while the average consumption of honey is about 1.3 pounds per person in the United States, or less than five (5) pounds per household.

Mr. Elder continued by stating that the common beehive frame would be just under twenty (20) inches long, by twelve (12) inches high, by ten (10) inches wide.

Mr. Elder stated that while honeybees are not commonly aggressive, they spread throughout the neighborhood in search of nectar-producing flowering plants. Staff is aware of issues that have arisen in residential areas with conflicts between property owners and there are potentially areas where residents' allergies have been an issue. As noted above, it is not possible to contain the bees within a single residential property.

Mr. Elder gave the Planning and Zoning Commission the following options to consider:

1. Retain existing code language, restricting beekeeping to Agricultural areas.
2. Allow beekeeping in typical residential areas; but, limit bee colonies to a single hive.

Mr. Elder stated that because we are not permitted to treat similarly zoned single family properties differently, we cannot limit beekeeping to one (1) per block, or any similar distance.

Mr. Elder stated that to accomplish option two (2) above, an amendment would need to be made to the Zoning Ordinance allowing beekeeping in those zoning districts and establishing the regulations appropriate to manage the use. In the cities that allow beekeeping, beekeepers are required to register their activity in the event of complaints or other issues.

Mr. Elder stated that the City's Zoning Ordinance does allow City staff to address the property owner with the beehives with the same process as any other City Code violation.

The Planning and Zoning Commission discussed and were in agreement that they did not want to amend the City's Zoning Ordinance to allow for beekeeping in residential districts.

#### B. City Planner Updates

Mr. Elder gave updates on the following:

1. The old Casey's Building.
2. The Preserve Housing Development.
3. The proposal to bring an Aldi's Grocery Store to the City of Montrose.
4. 525 Nelson Boulevard

Commissioner Henry asked City staff to deal with the blighting issues located at 525 Nelson Boulevard. Ms. Boelter stated that the City is working with both the property owner and the renter to remediate the blighting conditions on the property.

### 9. NEXT MEETING

#### A. November, 2020 Planning and Zoning Commission Meeting To-Be-Determined

Ms. Boelter stated that the November, 2020 Planning and Zoning Commission Meeting would be held on November 11, 2020 and this is the Veteran's Day Holiday; so, City Hall will be closed.

The Commission Members discussed and agreed to cancel the November 11, 2020 Planning and Zoning Commission Meeting.

**Commissioner Henry motioned to cancel the Wednesday, November 11, 2020 Planning and Zoning Commission Meeting. Commissioner Emery seconded the motion. Motion carried 4-0.**

### 10. ADJOURNMENT

Commissioner Henry motioned to adjourn the Planning and Zoning Commission Meeting at 7:30 p.m. Commissioner Emery seconded the motion. Motion carried 4-0.

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Mike Scanlon  
Chair  
City of Montrose

ATTEST:

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

City of Montrose  
Economic Development Authority Meeting  
Montrose Community Center  
200 Center Avenue South  
Tuesday, October 20, 2020  
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, October 20, 2020 at 12:00 p.m.

Council Member Marszalek called the meeting to order at 12:00 p.m.

**2. ROLL CALL**

Present: Council Member Tom Marszalek  
Council Member Kirby Moynagh  
EDA Member Sonya Tourville

Absent: EDA Member Joe Rasmussen  
EDA Member Patrick Baumgard

Staff Present: Ms. Deborah R. Boelter, City Clerk – Treasurer  
Ms. Heidi Dahlin, Administrative Assistant  
Mr. Daniel Elder, City Planner

**3. APPROVAL OF AGENDA**

**Ms. Tourville motioned to approve the Tuesday, October 20, 2020 Economic Development Authority Agenda. Council member Moynagh seconded the motion. Motion carried 3-0.**

**4. APPROVAL OF MINUTES**

A. August 25, 2020 Economic Development Authority Meeting Minutes

**M Moynagh motioned to approve the Tuesday, August 25, 2020 Economic Development Authority Meeting minutes. Ms. Tourville seconded the motion. Motion carried 3-0.**

**5. TREASURER’S REPORT**

A. Account Payable – Economic Development Authority – October 20, 2020

**Mr. Moynagh motioned to approve the October 20, 2020 Accounts Payable for the Economic Development Authority. Ms. Tourville seconded the motion. Motion carried 3-0.**

**6. OLD BUSINESS**

EDA Brochure - Is still in the works, open to any ideas or suggestions.

Job Description for Intern -Still being worked on, Ms. Boelter wants the intern to be from a college level.

Old Casey's Building – EDA is offering to help owner with some cost for rezoning so that his business can get up and running.

The Preserve Housing Development – Some hold up dealing with the DNR now needing a new concept for the Development. Brummer working with the DNR to provide this "New Concept" as they slowly keep moving forward on the future development.

Aldi Grocery Store – Dan Elder, the City Planner has obtained some suggestions as to sites available for location of Aldi's and some information on traffic studies near these suggested sites. Dan will be contacting Jolene Foss with the Wright County EDA to help with the process of marketing Montrose as a potential site for Aldi's.

**7. NEW BUSINESS**

A. Inquires of possible future development properties.

- Pheasant Hills Property
- Cardinal Property
- 305 Fitzsimmons Property

**8. NEXT MEETING**

A. Tuesday, November 17, 2020 at 12:00 noon.

B. December EDA Meeting - CANCELLED

**9. ADJOURNMENT**

**Mr. Moynagh motioned to the adjourn the Economic Development Authority Meeting at 12:50 p.m. Ms. Tourville seconded the motion. Motion carried 3-0.**

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Council Member Tom Marszalek  
 President  
 City of Montrose Economic Development Authority

ATTEST:

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Heidi Dahlin  
 City of Montrose  
 Administrative Assistant

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

**A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS  
WITH THE CITY OF MONTROSE ON BEHALF OF ITS CITY ATTORNEY**

**RESOLUTION NO. 2020 - 32**

WHEREAS, the City of Montrose on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the Agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Montrose on behalf of its Prosecuting Attorney, are hereby approved.
2. That the City Clerk-Treasurer, Ms. Deborah R. Boelter, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Ms. Michelle Otto, the Mayor for the City of Montrose, and Ms. Deborah R. Boelter, the City Clerk-Treasurer, are authorized to sign the State of Minnesota Joint Powers Agreements.

**Adopted by the Mayor and Council of the City of Montrose, Minnesota, this 9<sup>th</sup> day of November, 2020.**

Signed: \_\_\_\_\_  
Michelle Otto  
Mayor  
City of Montrose

ATTEST:

\_\_\_\_\_  
Deborah Boelter  
City Clerk-Treasurer  
City of Montrose

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Montrose on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

#### **2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### 3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Tom Kelly, County Attorney, 10 2<sup>nd</sup> Ave NW, Room 400, Buffalo, MN 55313-1189, (763) 682-7640, or his/her successor.

### 5 Assignment, Amendments, Waiver, and Contract Complete

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

**7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

**8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

**9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: Ms. Michelle Otto

Signed: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Name: Ms. Deborah R. Boelter

Signed: \_\_\_\_\_

Title: City Clerk-Treasurer

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Montrose on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 184186, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Ms. Michelle Otto

Signed: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Name: Ms. Deborah R. Boelter

Signed: \_\_\_\_\_

Title: City Clerk-Treasurer

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_