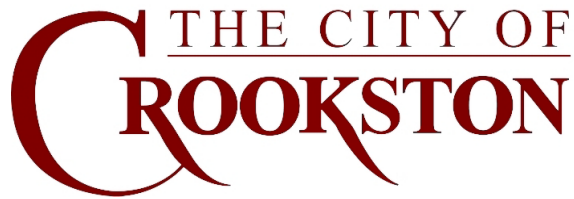


Mayor -Dale Stainbrook

**Council Members:**

W-1 Kristie Jerde  
W-2 Henry Fischer  
W-3 Clayton Briggs  
At Large – Tim Menard



**Council Members:**

W-4 Donald R Cavalier  
W-5 Joe Kresl  
W-6 Dylane Klatt  
At Large – Wayne Melbye

## **CITY COUNCIL AGENDA**

**April 24, 2023 - 5:30 pm**

**If you would prefer to participate by phone, you may call in at (218) 281-4515 and speak during the public forum.**

**A member or members of the Crookston City Council may participate by telephone or other electronic means.**

**The City's YouTube Channel is <https://www.youtube.com/c/CityofCrookstonChannel>**

**1. CALL TO ORDER**

*"I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."*

**2. ROLL CALL**

**3. CROOKSTON FORUM** - Individuals may address the Council about any item not contained on the regular agenda. Maximum of 15 minutes is allotted for the Forum. If the full 15 minutes are not needed for the Forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the Forum, with the exception of referral to staff or Commission for future report.

**4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**

**5. APPROVE AGENDA** - Council Members may add items to the agenda including items contained in the Council Information memorandum for discussion purposes or staff direction only. The Council will not normally take official action on items added to the agenda.

**6. CONSENT AGENDA** - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the consent Agenda and placed elsewhere on the agenda.

**6.01** Approve proposed City Council Minutes from the April 10, 2023, City Council meeting.

**6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$443,268.34 Check Nos 70540-70614.

**6.03** Resolution to approve 2023 License Renewals.

**6.04** Resolution to receive a donation for the Crookston Parks and Recreation Department from United Way.

**6.05** Resolution considering approving Election Judges for the 2023 Special Elections.

**7. PUBLIC HEARINGS**

**7.01** Public hearing for proposed changes to the Crookston Water Department Fee Schedule.

**8. REGULAR AGENDA**

**8.01** Resolution regarding a grant application with respect to an Airport Improvement Project (AIP).

**8.02** Resolution regarding a grant application with respect to the Automated Weather Observation System (AWOS) at the Crookston Municipal Airport (CKN).

**8.03** Resolution regarding the Minnesota Department of Transportation (MNDOT) Automated Weather Observation System (AWOS) site selection planning and environmental review at the Crookston Municipal Airport (CKN).

**8.04** Resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.

**8.05** Resolution regarding adopting the Polk County All Hazard Mitigation Plan.

**8.06** Resolution regarding the purchase of an investigation vehicle for the Crookston Police Department with reserve funds.

**9. REPORTS AND STAFF RECOMMENDATION**

**10. ADJOURNMENT**

**OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE REGULAR COUNCIL MEETING OF APRIL 10, 2023, COUNCIL CHAMBERS, CITY HALL.**

Mayor Stainbrook called the meeting to order at 5:30 p.m. and requested all present to stand to recite the Pledge of Allegiance.

**ROLL CALL**

Council Members present in answer to roll call were: Tim Menard, Kristie Jerde, Henry Fischer, Clayton Briggs, Donald Cavalier, Joe Kresl, Dylane Klatt & Wayne Melbye.

Staff present: Charles Reynolds, Shane Heldstab, Chad Palm, Jake Solberg, Brandon Carlson, Greg Hefta Ryan Lindtwed, Ashley Rystad, Darin Selzler and Zach Governale.

**CROOKSTON FORUM**

Pat Thomas- 407 Houston Avenue brought forth her concern about Midco coverage and the amount she is paying she would want to be able to have other options living in town other than Dish Network.

**APPROVAL OF AGENDA**

On motion by Council Member Menard, seconded by Council Member Briggs, and duly carried to approve the agenda as presented.

**CONSENT AGENDA**

Mayor Stainbrook asked if anyone wished to remove any item from the Consent Agenda. Hearing none, on motion by Council Member Cavalier, seconded by Council Member Kresl, and duly carried to approve the consent agenda.

- 6.01 Approve proposed City Council Minutes from the March 27, 2023, City Council meeting.
- 6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$218,748.26 Check Nos 70464-70539.(Res No 27658)
- 6.03 Resolution to approve 2023 License Renewals. (Res No 27658)
- 6.04 Resolution to approve the transfer of Liquor License to The Goat Ranch, LLC dba Minakwa Golf Course. (Res No 27659)
- 6.05 Resolution to approve the Tobacco License to The Goat Ranch, LLC dba Minakwa Golf Course. (Res No 27660)

**PUBLIC HEARINGS**

7.01 Mayor Stainbrook opened the public hearing on project No. 1000 City Clerk Rystad stated, the project details Houston Avenue- Hunter Street to South Ash Street, it's a local project, by street reconstruction. This project has an estimated cost of \$658,112.00 with an amount to be assessed of \$197,434.00. Mayor Stainbrook asked if anyone wished to be heard. Jake Fee, a resident of 308 Houston Avenue talked about his concerns with the proposed assessment and the special benefit to his property. How can the City show there is a special benefit of almost forty thousand dollars. Has the City done a market analysis to come up with these numbers? Mr. Fee spoke with four licensed appraisers, three real estate agents and a lawyer that specializes in Special assessments and none of them can really say whether its no special benefit or very limited special benefit to the property. City Administrator, Corky Reynolds reminded the public that tonight is an open hearing to discuss the public concerns and if the Council chooses to move ahead with this process, then certainly have the right to appeal the special assessment.

Mayor Stainbrook asked if anyone else wished to be heard and Robert Gustafson, a resident of 341 Houston Avenue talked about his concerns with the plans on the project. Mr. Gustafson thought there were some questionable things that he would like the engineers to consider. In the plans they have removed the sidewalk on the south side of Houston Avenue. Its not cheap to remove 900 linear feet of sidewalk concrete. How can the City minimize the infrastructure costs and how to maximize the recreational opportunities. Mr. Gustafson would like the City to preserve the existing sidewalks. He would also like the roadway to be minimized from 32 feet to 28 linear feet with a mountable curb.

Mayor Stainbrook asked if anyone else wished to be heard and Cindy Ansbacher a resident of 323 Houston Avenue stated her curb has been crumbling for a long time. I love where I live and the idea of my neighbor offered that we consider enlivening our community if funds become available. Before the City invests all the money to make sure the

river and the erosion happening is addressed. Mayor Stainbrook asked if anyone else wished to be heard and upon hearing none, closed the public hearing.

7.02 Mayor Stainbrook opened the public hearing on project No. 1001 City Clerk Rystad stated the project details Alexander Street- 4th Avenue to 1200 Alexander Street, it's a local project, by street reconstruction. This project has an estimated cost of \$408,139.05 with an amount to be assessed of \$122,442 Mayor Stainbrook asked if anyone wished to be heard. Chris Plante, resident of 1114 Alexander Avenue had concerns as to the funding formula that was used in this project and what the project includes. Mr. Plante was also concerned about the sidewalk fee and if his property is getting double billed. The City of Crookston's Public Works Director, Brandon Carlson addressed the public and explained the City of Crookston brings in 68,000 a year for sidewalk improvements and that money is getting equally distributed throughout these projects. The City is asking the homeowner of the project to pay thirty percent and the other seventy percent of the project is being funded by LGA, Sidewalk Improvements and a large portion is coming out of the water fund. Council Member Melbye thought it was interesting that both projects' people have been worried about the sidewalk. The City years ago made a sidewalk policy and the first time the City tried to implement it the residents did not like it. Now residents are saying they want sidewalks. Mayor Stainbrook asked if anyone else wished to be heard and upon hearing none, closed the public hearing.

7.03 Mayor Stainbrook opened the public hearing on project No. 1002 City Clerk Rystad stated, the project details Euclid Avenue - Guthrie Street to Ditch, it's a local project, by street reconstruction. This project has an estimated cost of \$420,190.50 with an amount to be assessed at \$126,057. Mayor Stainbrook asked if anyone wished to be heard. Kevin Ross, Owner of residential property for sale on Euclid Street and fifth Avenue. Mr. Ross spoke and Thanked the Council for 5<sup>th</sup> Avenue for the sewer and water install and really jump started the sales. It is important to follow through with this street improvement. Mr. Ross did have a little concern about the assessment price, but he understands why the assessment needs to be assessed. Mr. Ross did ask the Council for their consideration for lowering that assessment price, but he does want to see this project proceed. Mayor Stainbrook asked if anyone else wished to be heard. Glen Finkenbinder, resident of 611 Euclid Avenue, is for the project to proceed but his question to the Council was currently there is an incline and his concerns that his driveway will be out of whack for the approach. Rich Clauson, City Engineer stated he currently is looking into that issue to make sure the driveways approach will not be too steep because of the elevation on the properties. Mayor Stainbrook asked if anyone else wished to be heard and upon hearing none, closed the public hearing.

7.04 Mayor Stainbrook opened the public hearing on project No. 1003 City Clerk Rystad stated, the project details Guthrie Street – Euclid Avenue to 5th Avenue South, it's a local project, by street reconstruction. This project has an estimated cost of \$235,452.45 with an amount to be assessed at \$70,636. Mayor Stainbrook asked if anyone wished to be heard and upon hearing none, closed the public hearing.

7.05 Mayor Stainbrook opened the public hearing on project No. 1004 City Clerk Rystad stated, the project details Guthrie Street – DAC Bus garage approach to 5th Avenue South it's a local project, by street reconstruction. This project has an estimated cost of \$153,595.25 with an amount to be assessed at \$46,079. Mayor Stainbrook asked if anyone wished to be heard and upon hearing none, closed the public hearing.

7.06 Mayor Stainbrook opened the public hearing on a Portion of Alley off Elm Street Between Central Avenue and Summit Avenue. It's a local project and only be Blacktop. This project has an estimated cost of \$38,759.00. Mayor Stainbrook asked if anyone wished to be heard and upon hearing none, closed the public hearing.

## **REGULAR AGENDA**

8.01 Motion made by Council Member Jerde, seconded by Council Member Menard; Public Works Director, Brandon Carlson briefed the Council that Tri-County Community Corrections "the jail" is having inmates who are flushing anything you can imagine down their toilets. The City of Crookston is looking at adding a grinder rate to the water bill to be compensated for the purchase of the grinder. After discussion, it was duly carried to approve the Resolution to approve the purchase of the X-Ripper Grinder for the Public Works Department. (Res No. 27661)

8.02 Motion made by Council Member Jerde, seconded by Council Member Klatt; City Administrator, Corky Reynolds briefed the Council. The public hearing will be to discuss our fee schedule with respect to agenda item 8.01 and have a discussion on what the amount should be set per month. After discussion, it was duly carried to approve the Resolution calling for a public hearing about changes in the Crookston Water Department fee schedule. (Res No. 27652)

8.03 Motion made by Council Member Klatt, seconded by Council Member Cavalier; City Administrator, Corky Reynolds briefed the Council. This housing study will be utilized for a number of items like what direction the City of Crookston wants to take with respect to housing. This study helps with the economic development authority's ability to make applications for various grants. After discussion, it was duly carried to approve the Resolution to approve the 2023 Crookston Housing Study. (Res No. 27662)

8.04 Motion made by Council Member Menard, seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. This resolution is an application for declaration of a State Aid Road and if the State declares this street as a state aid road the City can get additional funding sources. After discussion, it was duly carried to approve Resolution to Delegated Contracts Process (DCP) agreements between MnDOT and Local Public Agencies (LPA) eligible to receive Federal Funds. (Res No. 27663)

8.05 Motion made by Council Member Cavalier, seconded by Council Member Fischer; City Administrator, Corky Reynolds briefed the Council. This is what the people were here for the public hearing. What this resolution will allow the City to do is adopt the specifications on the engineer report and authorize the calling for publication so the City can get actual bids for these projects. After discussion, when the Street assessment go out for bids the Rich Clauson the City Engineer will put out an alternate price for sidewalks for a smaller quantity. City Administrator, Corky Reynolds clarified the current resolution would stay the same but when going out for publication the City Engineer would add an alternate. It was duly carried the Resolution approving plans and specifications and calling for bids on the 2023 Street Improvements. (Res No. 27664)

8.06 Motion made by Council Member Menard, seconded by Council Member Cavalier; City Administrator, Corky Reynolds briefed the Council. This equipment will help remove the extra debris and other matter in Lift Station 4. There was only one sealed bid that was received, and this is what the Public Works Director recommends. After further discussion, it was duly carried to approve the Resolution accepting the bid with respect to the Duperon FlexRake Barscreen for Lift Station 4. (Res No. 27665)

## **REPORTS FROM CITY STAFF**

### **Charles "Corky" Reynolds, City Administrator:**

- Met with the School District and Stefanie (All 4 Learning Childcare Center) opening on Wednesday.
- Met with residents of the Wood Additions.
- Teams meeting with MnDOT.
- Valley Talk @ KROX.
- Met with the School District Softball Field, Diamond .
- T-Hangar Project Update with SEH
- Teams Mtg. w/Brandon re: FEMA Buyout

### **Brandon Carlson, Public Works Director:**

- Prepping for the snow to melt, trenching down the middle of County ditch 99 to open.
- Met with MnDOT about a possible house flood buyout,
- Just clarifying on Houston Avenue and the eight houses with the perception that the homes are going to be removed. The City is looking into options to stabilize the riverbank without removing the current homes.

**Jake Solberg**, Parks & Recreation Director:

- Registration is currently open until May 19, 2023. May 20<sup>th</sup>-26<sup>th</sup> there will be a \$50.00 late fee applied and May 27<sup>th</sup> the City will close out the registration for summer programs.
- The Parks Crew will start pre-packing sandbags starting tomorrow.
- The Park department has been working at the baseball and softball fields.
- Update at the Crookston Sport Center from Matt at Wired Electric an email will be received regarding the timeline he is looking at finishing up the project at the Crookston Sport Center.
- Tomorrow the Pool will be starting four weeks of spring swim lessons.

**Chad Palm**, IT Director:

- Continue work with our managed service partner to bring our new core networking equipment online.
- Tonight is the first night with our new channel 3 rebroadcasting setup.

**Ryan Lindtwed**, Finance Director:

- Following up with the Airport. The City is looking at a grant to help out with the cracked ceiling that has to be done every year.
- Conducted interviews for the accounting position and did extend an offer to someone but some issues have arisen today on when their start date will happen.
- Started working with Miller McDonald on closing out the fiscal year.

**Shane Heldstab**, Fire Chief:

- Thursday will start the hiring process for the full-time Firefighter position.
- Fire Department trained on Thursday and the CERT members and Council members will be training on Wednesday.
- Planning and preparation is still underway and the forecast looks somewhat favorable right now and continue to watch the river.
- USGS regarding the phone line that would give us a reading on how high the river levels are now is on a website and it will tabulate that data every 5 minutes. The City will use both of them in conjunction just to help depending on the how high the river gets.
- Still looking for any services club to help out pre-packing sand bags.

**Karie Kirschbaum**, Community Development Director:

- Corky Reynolds spoke on behalf of Karie and stated that the EDA is putting in the grant on behalf of the AIC road and is requesting the amount of \$460,000.

## REPORTS FROM CITY COUNCIL MEMBERS

**Kristie Jerde**, Council Member 1<sup>st</sup> Ward,

- Met with Shane on Friday and went over a new google form to better track volunteers in the future. This will help make that process a lot smoother and a lot more accessible.

**Henry Fischer**, Council Member 2<sup>nd</sup> Ward,

- I am looking forward for the CERT training.

**Clayton Briggs**, Council Member 3<sup>rd</sup> Ward,

- No report

**Donald R Cavalier**, Council Member 4<sup>th</sup>,

- No report

**Joe Kresl**, Council Member 5<sup>th</sup>

- No report

**Dylane Klatt**, Council Member 6<sup>th</sup> Ward,

- Thank you for all the individuals that came in this evening to make themselves heard. Its important to have the community come out and tell us their opinions. I appreciated that.

**Tim Menard**, Council Member-at-Large,

- Thank you to Shane for keeping the Council informed with information with regards to a potential high water event.
- Thank you to Ryan and Corky on taking the time to give a briefing on the budget.
- Housing is being separated from Economic Development and the members are looking at addressing some issues with regards to some enrichment activities for individuals that are living at Oak Court. Also looking at opportunities to bring in Mental Health Services, Social Work Services to assist the individuals that need that support. Our first meeting will be this Wednesday at 9:30AM, all are welcome.

**Wayne Melbye**, Council Member-at-Large,

- In the future the City should try and have baseball and softball tournaments for the younger kids.

**Mayor Stainbrook**, Mayor

- Hopefully everyone can attend the CERT training on Wednesday night starting at 6:00PM
- If you know of anyone who would like to serve on the Friends of the Library, please get a hold of staff down at the Library or Phil.

## ADJOURNMENT

Mayor Stainbrook declared the meeting adjourned at 6:57pm.

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Dale Stainbrook, Mayor

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Ashley Rystad, City Clerk

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION TO APPROVE THE CITY OF CROOKSTON BILLS AND DISBURSEMENTS**

**WHEREAS:** All bills and disbursement shall be made only upon the order of the City Administrator or designees who have been duly authorized by the City of Crookston Purchasing Policy and,

**IT IS RESOLVED,** BY THE CITY COUNCIL OF THE CITY OF CROOKSTON: That the Mayor and City Administrator of the City of Crookston be, and the same hereby are, directed to issue warrants of the City of Crookston in favor of the hereinafter named claimants in payment of the following listed bills which have been filed as claims against the City of Crookston and said warrants to be drawn on the fund and in the amounts set opposite each claimant's name respectively, per attached check register.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0650	ELAN FINANCIAL SERVICES							
I-202304145416	ELAN FINANCIAL SERVICES	D	4/14/2023	13,326.67		001142		13,326.67
0048	AMERICAN FAMILY LIFE ASSURANCE							
C-APRIL 2023 ADJ	AMERICAN FAMILY LIFE ASSURANCE	D	4/18/2023	0.06CR		001143		
I-AA1202303105396	AFLAC WITHHOLDING	D	4/18/2023	9.99		001143		
I-AA1202303245405	AFLAC WITHHOLDING	D	4/18/2023	9.99		001143		
I-AA4202303105396	AFLAC WITHHOLDING	D	4/18/2023	102.38		001143		
I-AA4202303245405	AFLAC WITHHOLDING	D	4/18/2023	102.38		001143		
I-AP1202303105396	AFLAC WITHHOLDING	D	4/18/2023	105.23		001143		
I-AP1202303245405	AFLAC WITHHOLDING	D	4/18/2023	105.23		001143		
I-AP2202303105396	AFLAC WITHHOLDING	D	4/18/2023	207.98		001143		
I-AP2202303245405	AFLAC WITHHOLDING	D	4/18/2023	207.98		001143		
I-AP3202303105396	AFLAC WITHHOLDING	D	4/18/2023	55.86		001143		
I-AP3202303245405	AFLAC WITHHOLDING	D	4/18/2023	55.86		001143		
I-AP5202303105396	AFLAC WITHHOLDING	D	4/18/2023	3.25		001143		
I-AP5202303245405	AFLAC WITHHOLDING	D	4/18/2023	3.25		001143		
I-AP6202303105396	AFLAC WITHHOLDING	D	4/18/2023	98.30		001143		
I-AP6202303245405	AFLAC WITHHOLDING	D	4/18/2023	98.30		001143		
I-AP7202303105396	AFLAC WITHHOLDING	D	4/18/2023	37.00		001143		
I-AP7202303245405	AFLAC WITHHOLDING	D	4/18/2023	37.00		001143		1,239.92
3684	COLONIAL LIFE							
I-CA1202303105396	COLONIAL WITHHOLDING	D	4/18/2023	18.40		001144		
I-CA1202303245405	COLONIAL WITHHOLDING	D	4/18/2023	18.40		001144		
I-CA2202303105396	COLONIAL WITHHOLDING	D	4/18/2023	80.79		001144		
I-CA2202303245405	COLONIAL WITHHOLDING	D	4/18/2023	80.79		001144		
I-CA3202303105396	COLONIAL WITHHOLDING	D	4/18/2023	50.83		001144		
I-CA3202303245405	COLONIAL WITHHOLDING	D	4/18/2023	50.83		001144		
I-CHEDA APRIL 2023	COLONIAL LIFE	D	4/18/2023	131.30		001144		
I-CP1202303105396	COLONIAL WITHHOLDING	D	4/18/2023	136.41		001144		
I-CP1202303245405	COLONIAL WITHHOLDING	D	4/18/2023	136.41		001144		
I-CP2202303105396	COLONIAL WITHHOLDING	D	4/18/2023	93.27		001144		
I-CP2202303245405	COLONIAL WITHHOLDING	D	4/18/2023	93.27		001144		
I-CP3202303105396	COLONIAL WITHHOLDING	D	4/18/2023	14.13		001144		
I-CP3202303245405	COLONIAL WITHHOLDING	D	4/18/2023	14.13		001144		
I-CP4202303105396	COLONIAL WITHHOLDING	D	4/18/2023	41.91		001144		
I-CP4202303245405	COLONIAL WITHHOLDING	D	4/18/2023	41.91		001144		1,002.78
2853	DELTA DENTAL							
I-CHEDA APRIL 2023	DELTA DENTAL	D	4/18/2023	264.00		001145		
I-DPF202303105396	DELTA DENTAL WITHHOLDING	D	4/18/2023	660.00		001145		
I-DPF202303245405	DELTA DENTAL WITHHOLDING	D	4/18/2023	660.00		001145		
I-DPT202303105396	DELTA DENTAL WITHHOLDING	D	4/18/2023	704.00		001145		
I-DPT202303245405	DELTA DENTAL WITHHOLDING	D	4/18/2023	704.00		001145		2,992.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0194	NWSC/MEDICA							
	I-APRIL 2023 ADJ	D	4/18/2023	1,594.90		001146		
	I-CHEDA APRIL 2023	D	4/18/2023	4,836.64		001146		
	I-HD3202303105396	D	4/18/2023	2,202.06		001146		
	I-HD3202303245405	D	4/18/2023	2,202.06		001146		
	I-HD6202303105396	D	4/18/2023	524.33		001146		
	I-HD6202303245405	D	4/18/2023	524.33		001146		
	I-HD8202303105396	D	4/18/2023	1,971.24		001146		
	I-HD8202303245405	D	4/18/2023	1,971.24		001146		
	I-HF3202303105396	D	4/18/2023	2,123.08		001146		
	I-HF3202303245405	D	4/18/2023	2,123.08		001146		
	I-HF6202303105396	D	4/18/2023	1,516.56		001146		
	I-HF6202303245405	D	4/18/2023	1,516.56		001146		
	I-HF7202303105396	D	4/18/2023	826.74		001146		
	I-HF7202303245405	D	4/18/2023	826.74		001146		
	I-HS3202303105396	D	4/18/2023	6,512.38		001146		
	I-HS3202303245405	D	4/18/2023	6,512.38		001146		
	I-HS6202303105396	D	4/18/2023	7,974.72		001146		
	I-HS6202303245405	D	4/18/2023	7,974.72		001146		
	I-HS7202303105396	D	4/18/2023	1,086.84		001146		
	I-HS7202303245405	D	4/18/2023	1,086.84		001146		
	I-HS8202303105396	D	4/18/2023	3,331.28		001146		
	I-HS8202303245405	D	4/18/2023	3,331.28		001146		62,570.00
4456	VSP							
	I-APRIL ADJUST 2023	D	4/18/2023	24.12		001147		
	I-CHEDA APRIL 2023	D	4/18/2023	79.76		001147		
	I-VC 202303105396	D	4/18/2023	37.28		001147		
	I-VC 202303245405	D	4/18/2023	37.28		001147		
	I-VE 202303105396	D	4/18/2023	184.92		001147		
	I-VE 202303245405	D	4/18/2023	184.92		001147		
	I-VF 202303105396	D	4/18/2023	61.12		001147		
	I-VF 202303245405	D	4/18/2023	61.12		001147		
	I-VS 202303105396	D	4/18/2023	43.35		001147		
	I-VS 202303245405	D	4/18/2023	43.35		001147		757.22
0412	AFSCME COUNCIL 65							
	I-UDA202303105396	R	4/18/2023	550.80		070540		
	I-UDA202303245405	R	4/18/2023	550.80		070540		1,101.60
1982	MADISON NATIONAL LIFE							
	C-APRIL 2023 ADJ	R	4/18/2023	45.50CR		070541		
	I-CHEDA APRIL 2023	R	4/18/2023	36.25		070541		
	I-LIB202303245405	R	4/18/2023	341.00		070541		331.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1435	MINNESOTA BENEFIT ASOCIATION							
	C-APRIL 2023 ADJ							
	I-MBA202303105396	R	4/18/2023	0.01CR		070544		
	I-MBA202303245405	R	4/18/2023	71.47		070544		
	I-MBA202303245405	R	4/18/2023	71.47		070544		142.93
1552	NCPERS GROUP LIFE INS.							
	I-LIP202303105396	R	4/18/2023	192.00		070545		192.00
2482	UNITED WAY OF CROOKSTON, INC							
	I-UW 202303105396	R	4/18/2023	30.00		070546		
	I-UW 202303245405	R	4/18/2023	30.00		070546		60.00
1	MCELRATH, TYRELL							
	I-000202304135409	R	4/19/2023	75.03		070547		75.03
1	RAMIREZ, CARMEN							
	I-000202304135410	R	4/19/2023	22.64		070548		22.64
1	RYBAKOWSKI, HOPE							
	I-000202304135411	R	4/19/2023	50.73		070549		50.73
0021	ADVANCED TIRE & AUTO SERV. LLC							
	I-44093	R	4/19/2023	25.00		070550		25.00
3526	ADVANCED ELEMENTS, INC							
	I-86562	R	4/19/2023	3,737.90		070551		
	I-86563	R	4/19/2023	2,570.38		070551		6,308.28
2200	AUTO VALUE OF CROOKSTON							
	I-76214184	R	4/19/2023	35.96		070552		
	I-76214603	R	4/19/2023	4.99		070552		
	I-76214608	R	4/19/2023	36.98		070552		77.93
4435	BERT'S TRUCK EQUIPMENT OF MOOR							
	I-S97313	R	4/19/2023	529.57		070553		
	I-S97448	R	4/19/2023	91.01		070553		620.58
0186	BERTIL'S GRAVEL & EXCAVATION L							
	I-7727	R	4/19/2023	495.00		070554		
	I-7730	R	4/19/2023	1,616.75		070554		2,111.75
0215	BRADS ELECTRIC							
	I-20230329	R	4/19/2023	1,728.00		070555		1,728.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3019	JOHN BRIDGEFORD							
I-10042	SANDBAG TOTES FOR HIGH WATER	R	4/19/2023	38.40		070556		38.40
2961	BSN SPORTS, LLC							
I-921273317	REC EQUIPMENT FOR TENNIS PROG.	R	4/19/2023	758.36		070557		758.36
3184	CINTAS CORPORATION							
I-4150959189	MATS, TOWELS, JEANS, UNIFORMS	R	4/19/2023	37.66		070558		
I-4151664870	JANITOR SUPPLIES- CSC	R	4/19/2023	13.30		070558		
I-4151664899	4x6 BROWN MAT	R	4/19/2023	3.84		070558		
I-4151664946	MATS, TOWELS FOR CITY HALL	R	4/19/2023	15.22		070558		
I-4151664980	MATS, TOWELS, JEANS	R	4/19/2023	37.66		070558		
I-4151665186	FRONT AND REAR ENTRY MATS	R	4/19/2023	28.57		070558		
I-4151665216	RUGS	R	4/19/2023	32.89		070558		
I-4152364372	JANITOR SUPPLY CSC	R	4/19/2023	13.30		070558		
I-4152364442	MATS, SHOP TOWELS, UNIFORMS	R	4/19/2023	37.66		070558		
I-415665055	3x10 and 3x5 MATS	R	4/19/2023	3.70		070558		223.80
0337	COLE PAPERS INC.							
I-10281766	JANITOR SUPPLIES	R	4/19/2023	380.01		070560		380.01
4067	CORE & MAIN LP							
C-S398991	CURB STOPS, BUSHINGS, NIPPLES	R	4/19/2023	1,073.07CR		070561		
I-S608242	COUPLINGS, BRASS 90, MISC	R	4/19/2023	1,125.18		070561		52.11
0363	CROOKSTON BUILDING CENTER							
I-289742	SMALL TOOLS	R	4/19/2023	57.54		070562		57.54
0389	CROOKSTON FUEL CO.							
I-20230331-PARK	CROOKSTON FUEL CO.	R	4/19/2023	1,763.85		070563		
I-20230331-POLICE	MARCH FUEL POLICE DEPT	R	4/19/2023	2,249.73		070563		
I-20230331-STREET	MARCH FUEL STREET DEPT	R	4/19/2023	11,147.75		070563		
I-20230331-WATER	MARCH FUEL WATER DEPT	R	4/19/2023	285.53		070563		15,446.86
0425	CROOKSTON PAINT & GLASS							
I-58763	PAINT AND SUPPLIES	R	4/19/2023	266.79		070564		
I-58790	FLOOR SCRAPER RENTAL CSC	R	4/19/2023	130.00		070564		396.79
0460	CROOKSTON VETERANS COUNCIL							
I-20230403	MEMORIAL DAY EXPENSES	R	4/19/2023	200.00		070565		200.00
0465	CROOKSTON WATER DEPARTMENT							
I-20230413	SERVICE 2/18-3/20/2023	R	4/19/2023	4,487.64		070566		4,487.64

VENDOR SET: 01 City of Crookston

BANK: AP BREMER BANK, N.A. - AP

DATE RANGE: 4/06/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0470	CROOKSTON WELDING INC.							
C-2172023	CREDIT FROM CHECK # 070148	R	4/19/2023	59.95CR		070567		
I-058548	WATERMAIN REPAIR	R	4/19/2023	162.19		070567		
I-058802	MALE ADAPTOR, FEMALE COUPLER	R	4/19/2023	114.06		070567		
I-058942	HONDA WT40XKL PUMP SEAL	R	4/19/2023	531.71		070567		
I-058989	PULLY FOR VENTRAC MOWER DECK	R	4/19/2023	38.52		070567		
I-059036	FEMALE COUPLER, MALE ADAPTOR	R	4/19/2023	569.06		070567		
I-059042	INLET WASHER FILTER, O-RINGS	R	4/19/2023	11.94		070567		
I-059054	DRIVERS GLOVE	R	4/19/2023	42.08		070567		
I-059138	OIL FILTERS	R	4/19/2023	71.31		070567		
I-059203	AIR FILTER, IRON	R	4/19/2023	149.22		070567		1,630.14
1415	DOCU SHRED, INC							
I-91768	PAPER SHREDDING	R	4/19/2023	20.00		070569		20.00
1407	ERICKSON EMBROIDERY							
I-16621	SAFETY SHIRTS	R	4/19/2023	186.00		070570		186.00
0875	FLEET SUPPLY							
I-122042	RATCHET STRAP	R	4/19/2023	39.98		070571		
I-122122	SCOOP SHOVEL	R	4/19/2023	53.99		070571		
I-122545	FLOOD CONTROL PUMP GUARDS	R	4/19/2023	349.89		070571		
I-122549	FLOOD CONTROL PUMP GUARDS	R	4/19/2023	2.99		070571		
I-122563	PRESSURE GUAGE	R	4/19/2023	12.69		070571		
I-122564	FLOOD CONTROL PUMP GUARDS	R	4/19/2023	305.41		070571		764.95
0721	GALSTAD, JENSEN & MCCANN, P.A.							
I-17990	CRIMINAL CASES	R	4/19/2023	540.00		070572		540.00
0909	GARDEN VALLEY TECHNOLOGIES							
I-101237537	COMMUNICATION AT CSC	R	4/19/2023	49.00		070573		49.00
0987	GREAT PLAINS NATURAL GAS CO.							
I-20230403	SERVICE 3/4-3/31/2023	R	4/19/2023	2,788.61		070574		2,788.61
1848	HARBOTT, KNUTSON & LARSON & HO							
I-2023-731	CRIMINAL MATTERS	R	4/19/2023	10,969.00		070575		
I-2023-732	CIVIL MATTERS	R	4/19/2023	497.00		070575		11,466.00
3400	CROOKSTON HARDWARE HANK							
I-69906/2	PKG ZIP TIE FOR SAND BAGS	R	4/19/2023	44.99		070576		44.99
1043	HAWKINS, INC							
I-6425330	POOL CHEMICALS	R	4/19/2023	1,342.35		070577		
I-6437320	CHEMICALS	R	4/19/2023	76.53		070577		
I-6442342	CHEMICALS	R	4/19/2023	2,474.39		070577		3,893.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4595	HDR ENGINEERING INC I-1200513576 E. PRIMARY BANK STABILIZATION	R	4/19/2023	5,821.79		070578		5,821.79
4229	GREG HEFTA I-20230418 MEETING DUES, N.W. MN CHAPTER	R	4/19/2023	25.00		070579		25.00
1006	HN QUALITY PLUMBING INC. I-42840 NEW WATER HEATER AT POOL	R	4/19/2023	16,362.94		070580		16,362.94
1105	HUGO'S I-20230405 COFFEE	R	4/19/2023	55.94		070581		55.94
9193	HUMANE SOCIETY OF POLK CO INC I-20230411 MARCH BOARDING/RENT	R	4/19/2023	1,214.00		070582		1,214.00
4602	INCLUSION SOLUTIONS, LLC I-143749 4-NEW ELECTION BOOTH	R	4/19/2023	4,198.00		070583		4,198.00
4603	JOE'S NORTHWOODS PEST CONTROL I-17893 SPRAYED FOR BUGS AND ANTS	R	4/19/2023	150.00		070584		150.00
1240	LAKE AGASSIZ REGIONAL LIBRARY I-771 2ND QTR-LARL 2023	R	4/19/2023	58,686.25		070585		58,686.25
4000	LAKES COMMUNITY COOPERATIVE I-20230331 SERVICES AIRPORT 2/27-3/30/23	R	4/19/2023	388.42		070586		388.42
1260	LEAGUE OF MINNESOTA CITIES I-380347 LMC CONFERENCE	R	4/19/2023	480.00		070587		
	I-380381 LMC CONFERENCE	R	4/19/2023	225.00		070587		
	I-380400 LMC CONFERENCE	R	4/19/2023	225.00		070587		
	I-380490 LMC CONFERENCE	R	4/19/2023	325.00		070587		1,255.00
2788	MARCO - NW 7128 I-INV11101861 SPAM LICENSING	R	4/19/2023	402.00		070588		402.00
3872	MARCO TECHNOLOGIES, LLC I-498317668 CONTRACT HP PRINTERS, COPIERS	R	4/19/2023	715.66		070589		
	I-498668706 CONTRACT EQUIP. MAINT.	R	4/19/2023	828.06		070589		
	I-498669035 GOLDFAX	R	4/19/2023	68.34		070589		1,612.06
1357	MCFARLANE MECHANICAL CONTRACTO I-S10536 REPLACE COMPRESSOR HEAT PUMP	R	4/19/2023	2,200.00		070590		2,200.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1861 I-52610	OTTERTAIL POWER COMPANY-FF SERVICE 2/27-3/30/2023	R	4/19/2023	39.84		070591		39.84
1872 I-20230331	PKM ELECTRIC SERVICE 2/28-3/30/2023	R	4/19/2023	49.00		070592		49.00
3177 I-20230411	POLK COUNTY ADMINISTRATOR 2023 PROPERTY TAX 1ST HALF	R	4/19/2023	40,164.69		070593		40,164.69
3177 I-20230412	POLK COUNTY ADMINISTRATOR 2023 PROPERTY TAX 2ND HALF	R	4/19/2023	33,087.90		070595		33,087.90
2005 I-18948	PROULX REFRIGERATION HTG &APPL INSTALL EXHAUST FAN	R	4/19/2023	539.26		070596		539.26
1674 I-20230406	RED LAKE COUNTY TREASURER PROPERTY TAX	R	4/19/2023	8.10		070597		8.10
2057 I-20230405	RED LAKE ELECTRIC COOP SERVICE 2/28-3/31/2023	R	4/19/2023	19,106.83		070598		19,106.83
3834 I-D042977	RMB ENVIRONMENTAL LABORATORIES CHEMICALS	R	4/19/2023	109.99		070599		109.99
2437 C-20230412 I-A234230 I-A234815 I-A234846 I-A234952	SCOTT'S TRUE VALUE HARDWARE PAYMENT MADE BY OAK COURT SHOVELS FOR HIGH WATER VELCRO STRIPS MISC. SUPPLIES MAINTENANCE VALVE KIT	R R R R R	4/19/2023 4/19/2023 4/19/2023 4/19/2023 4/19/2023	7.05CR 124.70 17.55 15.15 15.83		070600 070600 070600 070600 070600		166.18
2272 I-B16545962 I-B16592197 I-B16592717	SHI INTERNATIONAL CORP ADOBE LICENSING REPLACEMENT ON CALL LAPTOP SURFACE PRO	R R R	4/19/2023 4/19/2023 4/19/2023	106.24 1,550.00 1,554.00		070601 070601 070601		3,210.24
4599 I-5784	SIGNATURE GRAPHIX & APPAREL HOCKEY TOWELS W PRINTED LOGO	R	4/19/2023	1,021.25		070602		1,021.25
4600 I-0497	SOLID INK VINYL & SIGNS REGIONAL/DISTRICT TOURNEY	R	4/19/2023	1,405.00		070603		1,405.00
2883 I-20230413	ZACHARY STROMMEN CLOTHING AND BOOT ALLOWANCE	R	4/19/2023	374.86		070604		374.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2731	TERMINIX COMMERCIAL							
I-207111	INSPECTION FOR BUGS/RODENTS	R	4/19/2023	72.50		070605		
I-209283	RODENT INSPECTION AT CSC	R	4/19/2023	98.50		070605		171.00
2768	TITAN MACHINERY							
I-18240687GP	OIL-FUEL FILTERS FOR PUMPS	R	4/19/2023	151.00		070606		
I-18246305 GP	UTV PUSH TUBE CRADLE	R	4/19/2023	55.95		070606		206.95
2401	TK ELEVATOR CORPORATION							
I-3007178470	ELEVATOR MAINTENANCE	R	4/19/2023	226.18		070607		
I-3007181776	ELEVATOR MAINTENANCE	R	4/19/2023	226.32		070607		452.50
4406	TRUE NORTH EQUIPMENT							
I-20230411	EQUIPMENT FOR 1600 MOWER	R	4/19/2023	3,220.39		070608		3,220.39
3123	VALLEY ELECTRIC OF CROOKSTON,							
I-7222	ELECTRICAL FOR REMODEL	R	4/19/2023	738.15		070609		
I-7230	NEW WATER HEATER RECONNECT	R	4/19/2023	162.65		070609		900.80
0400	VALLEY PLAINS EQUIPMENT							
I-3690284	50/50 MIX FOR MOWER	R	4/19/2023	51.84		070610		
I-3693666	PARTS FOR 1600 JD MOWER	R	4/19/2023	303.34		070610		
I-3701452	5 GAL HYDRO FLUID	R	4/19/2023	110.43		070610		
I-3702086	PLUS-50 II OIL 15W40	R	4/19/2023	1,134.30		070610		
I-3710364	MATERIAL FOR SHOP PROJECT	R	4/19/2023	38.16		070610		
I-3711220	GEAR OIL DIP STICK	R	4/19/2023	67.54		070610		1,705.61
2506	VERIZON WIRELESS							
I-9931648220	SERVICE 4/4-5/3/2023	R	4/19/2023	1,053.20		070611		1,053.20
2545	WIDSETH SMITH NOLTING & ASSOC,							
I-222453	2023 STREET IMPROVEMENTS	R	4/19/2023	23,521.00		070612		
I-222454	RETAINER FEES, PROF. SERVICES	R	4/19/2023	667.00		070612		24,188.00
4550	XIGENT SOLUTIONS, LLC							
I-10501	UNRESTRICT. FUNDS PROJ. VMWARE	R	4/19/2023	7,676.84		070613		
I-10504	UNRESTRI. FUNDS PROJ. FORTINET	R	4/19/2023	70,143.96		070613		77,820.80
2600	ZIEGLER INC.							
I-IN000942631	EDGE NUTS	R	4/19/2023	106.00		070614		
I-IN000944399	FUEL CAP	R	4/19/2023	43.32		070614		
I-IN000951225	WING EDGE KIT, CUTTING EDGE	R	4/19/2023	2,535.67		070614		
I-IN000951622	CUTTING EDGE, BOLTS, NUTS	R	4/19/2023	1,048.28		070614		3,733.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
		70		361,379.75		0.00		361,379.75
	REGULAR CHECKS:							
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	6		81,888.59		0.00		81,888.59
	EFT:	0		0.00		0.00		0.00
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0						
			VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00			0.00
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	76	443,268.34		0.00		443,268.34
BANK: AP	TOTALS:		76	443,268.34		0.00		443,268.34
REPORT TOTALS:			76	443,268.34		0.00		443,268.34

CK 70540-70614

**TOTAL \$443,268.34**



**RESOLUTION NO. \_\_\_\_\_**

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION TO APPROVE 2023 LICENSE RENEWALS- GAS FITTING & CEMENT MASON**

**WHEREAS**, the City of Crookston issues license to install, alter, service or repair gas piping, appliances and,

**WHEREAS**, the City of Crookston issues license to any person who constructs, reconstructs or repairs concrete, sidewalks, curbs or gutters upon the public streets of the City and,

**NOW, THEREFORE, IT IS RESOLVED**, that licenses of the City for the year 2023, as set forth upon and made a part hereof by reference, be and the same hereby are, granted subject to the following conditions and terms.

1. That each and all applicants shall in all respect with the terms and provisions of the Ordinances of the City of Crookston under which authority said licenses are issued.
2. That each and all applicants shall pay to the City of Crookston license fees in full for their respective licenses.

**IT IS FURTHER RESOLVED** That the City Clerk of said City of Crookston is hereby authorized and directed to issue the licenses granted upon compliance by the license with the terms hereof.

**CEMENT MASON LICENSE**

JD Concrete LLC

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Dale Stainbrook Mayor

\_\_\_\_\_  
Ashley Rystad City Clerk

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION TO RECEIVE DONATIONS FOR THE PARKS AND RECREATION**

**WHEREAS:** The City of Crookston has received a donation from United Way in the amount of one thousand five hundred dollars (\$1,500.00) for Crookston Parks and Recreation Kids First Program and,

**NOW, THEREFORE, IT IS RESOLVED:** by the City Council of Crookston to accept the donation from United Way in the amount of one thousand five hundred dollars (\$1,500.00) for Crookston Parks and Recreation Kids First Program.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION TO APPOINT ELECTION JUDGES FOR PRIMARY AND GENERAL ELECTION 2023**

**WHEREAS**, it was submitted to Polk County Auditor the appointed Election Judges for the 2023 Special Primary and General Election, and

**NOW, THEREFORE, BE IT RESOLVED** BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA that the following named persons are hereby appointed as Election Judges to said Primary Election on May 9, 2023 and General Election on August 8, 2023.

- |                 |                  |
|-----------------|------------------|
| Kathy Altringer | Beth Benoit      |
| Marsha Odom     | Paulette Melbye  |
| Carol Dufault   | Marlys Mjoen     |
| Ray Dusek       | Jan Kelly        |
| Joel Kulenkamp  | Kari Kujava      |
| Judy Meyer      | Jerome Knutson   |
| Darcy Pester    | Carol Weber      |
| Linda Cournia   | Bob Altringer    |
| Randy Beattie   | Jacalyn Coautte  |
| Rebecca Rude    | Laureen Anderson |
| Lavonne Froemke | Mark Ecklund     |
| Debbie Domier   | Tom Skjei        |
| Gene Ovsak      | Juli Tubby       |
| Earl Hill       | Dennis Jacobs    |
| Karen Hanson    | Patti Benjamin   |
| Geri Ovsak      | Ryan Lindtwed    |
| Ashley Rystad   |                  |

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION CONCERNING A GRANT APPLICATION WITH RESPECT TO AN AIRPORT IMPROVEMENT PROJECT (AIP)**

**WHEREAS:** the Crookston Municipal Airport is a participant in the Federal Aviation Administrations (FAA) National Plan of Integrated Airport Systems (NPIAS) and,

**WHEREAS:** the City of Crookston Sponsors the Crookston Municipal Airport and,

**WHEREAS:** as a result, of the Crookston Municipal Airport participation in the NPIAS the Crookston Municipal Airport is allocated annually the sum of \$150,000 dollars and,

**WHEREAS:** the annual allocation of \$150,000 dollars may be accumulated during the period of four years for a total of \$600,000 dollars and,

**WHEREAS:** AIP funding may be the source of payment for any eligible FAA airport project and,

**WHEREAS:** the Crookston Municipal Airport has an eligible project which is construction of a new T- Hangar and associated taxi lane pavement and,

**WHEREAS:** AIP funding with respect to the Crookston Municipal Airport will expire if not used within a four-year period which four year period ends in May 2023 and,

**WHEREAS:** AIP funds for the Crookston Municipal Airport may be accessed by a grant application and,

**WHEREAS:** the grant application deadline with respect to the Crookston Municipal Airport AIP is May 5<sup>th</sup> 2023 and,

**WHEREAS:** the Crookston Municipal Airport grant application would request the sum of \$88,700 dollars, which consist of \$79,830 AIP dollars, \$4,435 State dollars, and \$4,435 Local dollars and,

**WHEREAS:** Short Elliot Hendrickson, Inc (SEH) is ready willing and able to provide the professional service of submitting a grant application with respect to the Crookston Municipal Airport AIP involving design for the construction of a new T-Hangar and associated taxi lane pavement on behalf of the Crookston Municipal Airport requesting the amount of \$88,700 dollars and,

**NOW THEREFORE, BE IT RESOLVED:** by the City Council of Crookston, Minnesota that Short Elliot Hendrickson, Inc. (SEH) is authorized to act on behalf of the City of Crookston and Crookston Municipal Airport to submit an application to the Federal Aviation Administration (FAA) seeking the sum of \$88,700 which sum is to be use for the construction of a T- Hangar complex and associated taxi lane pavement.

**IT IS FURTHER RESOLVED:** Short Elliot Hendrickson, Inc. (SEH) is authorized to execute each and every document necessary for the submission of the application seeking FAA funding.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION CONCERNING A GRANT APPLICATION WITH RESPECT TO THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) AT THE CROOKSTON MUNICIPAL AIRPORT(CKN)**

**WHEREAS:** the Automated Weather Observation System (AWOS) is equipment located at the Crookston Municipal Airport (CKN) which the equipment provides and records weather data for airport users and any other interested individuals who wish to access the data and,

**WHEREAS:** the data and information provided by the AWOS system is critical for Crookston Municipal Airport (CKN) users and flight operations and,

**WHEREAS:** the AWOS equipment is owned and operated by the Minnesota Department of Transportation (MnDOT) office of Aeronautics and,

**WHEREAS:** the existing AWOS equipment has reached the end of its useful life and,

**WHEREAS:** the location of the existing AWOS equipment no longer meets current criteria for AWOS placement because of proximity of the buildings and Crookston Municipal Airport (CKN) facilities and,

**WHEREAS:** replacement of presently existing AWOS equipment will need to be installed in a new location at the Crookston Municipal Airport (CKN) and,

**WHEREAS:** the Minnesota Department of Transportation (MnDOT) supplies AWOS equipment and is responsible for the cost of the installation of the AWOS equipment and,

**WHEREAS:** the Crookston Municipal Airport (CKN) as a sponsor has a responsibility to provide the site and power as well as foundation for the AWOS equipment and,

**WHEREAS:** the work and installation is covered by a state grant with participation split of seventy percent (70%) State and thirty percent (30%) local and,

**WHEREAS:** Short Elliot Hendrickson, Inc. (SEH) is ready, willing and able to provide the professional service of submitting a grant application to the Minnesota Department of Transportation (MnDOT) with respect to the installation of new AWOS equipment at the Crookston Municipal Airport (CKN) and,

**NOW THEREFORE, BE IT RESOLVED:** by the City Council of Crookston, Minnesota that Short Elliot Hendrickson, Inc. (SEH) is authorized to act on behalf of the City of Crookston and Crookston Municipal Airport to submit a grant application seeking participation for installing a new AWOS equipment.

**IT IS FURTHER RESOLVED:** Short Elliot Hendrickson, Inc. (SEH) is authorized to execute every document necessary for the submission of the grant application seeking funding.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Dale Stainbrook Mayor

\_\_\_\_\_  
Ashley Rystad City Clerk

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION CONCERNING THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) AUTOMATED WEATHER OBSERVATION SYSTEM(AWOS) SITE SELECTION PLANNING AND ENVIRONMENTAL REVIEW AT THE CROOKSTON MUNICIPAL AIRPORT (CKN)**

**WHEREAS:** the Automated Weather Observation System (AWOS) at the Crookston Municipal Airport (CKN) is ageing and is in need of replacement and,

**WHEREAS:** the existing Automated Weather Observation System (AWOS) is located in an area that does not meet the current guidance criteria for site selection and where hangars could impact the data readings for this facility and,

**WHEREAS:** engineering and professional services are necessary for appropriate site selection planning and environmental review with respect to the AWOS located at the Crookston Municipal Airport (CKN) and,

**WHEREAS:** the professional services to be provided by and engineering firm include project initiation, coordination, and administration AWOS site selection planning study including but not limited to wetland delineation report, archaeological study report and project management.

**WHEREAS:** Short Elliot Hendrickson, Inc (SEH) has offered to provide the designated necessary professional services to the City of Crookston with respect to the AWOS system planning services and,

**WHEREAS:** the terms and conditions to the proposed contract presented by Short Elliot Hendrickson, Inc (SEH) are acceptable to the City of Crookston and,

**NOW THEREFORE, BE IT RESOLVED:** by the City Council of Crookston, Minnesota enter into a contract with Short Elliot Hendrickson, Inc. (SEH) for the provisions of consulting services with respect to the site selection planning and environmental review with the AWOS located at the Crookston Municipal Airport.

**IT IS FURTHER RESOLVED:** the Mayor and City Administrator of the City of Crookston are authorized to execute and sign a contract with Short Elliot Hendrickson, Inc. (SEH) on behalf of the City of Crookston with respect to engineering and consultant services regarding the AWOS system located at the Crookston Municipal Airport (CKN).

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Dale Stainbrook Mayor

\_\_\_\_\_  
Ashley Rystad City Clerk

ARCHITECT/ENGINEER AGREEMENT  
Between

City of Crookston, Minnesota

\_\_\_\_\_  
(OWNER)

and

Short Elliott Hendrickson Inc.

\_\_\_\_\_  
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Crookston, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Crookston Municipal Airport, entitled:

2023 AWOS Site Selection Planning Study & Environmental Review

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.



The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

#### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

#### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

#### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

#### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

#### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

#### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

## ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Charles Reynolds  
City Administrator  
124 N Broadway  
Crookston, MN 56716

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Crookston, MN**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attachments: A, B

**Attachment A**  
**Scope of Work**  
**Phase 1: AWOS Site Selection Planning Study**  
**& Environmental Review**  
**Crookston Municipal Airport (CKN)**  
**Crookston, Minnesota**

The Automated Weather Observation System (AWOS) at the Crookston Municipal Airport (CKN) is aging and need of replacement. The existing AWOS is located in an area that doesn't meet the current guidance criteria for site location and where hangars could impact the weather data readings for this facility. This Site Selection Planning Study will review the AWOS's existing location as well as alternative future location(s). This scope includes completing a survey to determine airspace obstructions and an environmental review. The environmental review will include preparation of a Documented Categorical Exclusion (CATEX) Form [for categorically excluded activities under FAA Order 1050.1F paragraph 5-6.3(c)] and associated studies.

**Project Deliverables** – The project deliverables of this scope include:

1. AWOS Site Selection Planning Study Memo
2. Wetland Delineation Report (if required)
3. FAA Airspace Study (Form 7460-1 Submittal)
4. ALP Sheet Update (if required)
5. Documented Categorical Exclusion (CATEX) Form
6. Phase I Archeological Survey (if required)

**Study Element 1: Project Initiation, Coordination and Administration**

**Task 1.1 – Project Scoping and Contract Development** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Crookston to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives or areas of interest. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the final Scope of Work and approved fees. The agreement will be provided to the City and MnDOT for review and approval prior to a contract being executed. This task also includes time to coordinate scopes of services with subconsultants and development of subconsultant contracts.

**Task 1.2 – Project Coordination and Administration** - SEH will maintain contact with the City of Crookston, MnDOT, and FAA through e-mail, phone, and deliverables. The City of Crookston, MnDOT, and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate and build consensus with these groups and time to make revisions. Subconsultant coordination is included in this task.

SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

**Task 1.3 – Quality Assurance and Control** – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this Scope of Work.

**Task 1.4 – Agency Meetings & Coordination** – SEH will maintain contact with the FAA and MnDOT through e-mail, regular mail, phone, review documents and deliverables. The FAA and MnDOT will have the opportunity to review and comment on the project deliverables.



This task includes time to coordinate, meet, and build consensus with these groups. It is anticipated that two (2) virtual meetings will take place with MnDOT. The topics and schedule of the coordination meetings will be determined as needed throughout the project with input from the City and MnDOT.

**Deliverables: Project scope, agreement, budget, schedule, and meeting information.**

### **Study Element 2: AWOS Site Selection Planning Study**

**Task 2.1 – AWOS Site Selection Study** - The existing AWOS site will be evaluated for feasibility, and up to three (3) additional sites will be examined. FAA Order 6560.20C, *Siting Criteria for Automated Weather Observing Systems* will be utilized in the development of the AWOS site alternatives. Wetland delineations will be completed, see **Task 2.2**. The preferred site will be coordinated with FAA and MnDOT, and ultimately submitted via an ALP Update (see **Task 2.3**). AWOS site selection analysis includes electrical, access road, and construction access to the alternative sites.

**Task 2.2 – Level 2 Wetland Delineations (if required)** – This task includes wetland delineation, reporting, and agency coordination services for up to three (3) potential future AWOS sites. Field delineation will cover approximately three acres in the three (3) potential AWOS relocation areas where the base of the structure will be placed. Procedures for mapping wetlands will follow the 1987 U.S. Army Corps of Engineers *Wetlands Delineation Manual* and the methods set forth in the applicable *Regional Supplement*.

**Task 2.3 – FAA Airspace Study Airport Layout Plan (ALP) Sheet Update:** SEH will complete an FAA airspace study (Form 7460) to validate the proposed location. *MnDOT will coordinate approval from the FAA metrological group.* If the result of the study is a different location for the future AWOS, Sheet 2 (Airport Layout Plan) from the most recent Airport Layout Plan, will be updated to show the new AWOS location.

**Deliverables: Site Selection Planning Study, Wetland Delineation Report (if required), FAA Airspace Study (Form 7460-1), and ALP Sheet Update (if required).**

### **Study Element 3: Documented CATEX Form**

**Task 3.1 – Prepare Documented Categorical Exclusion (CATEX) Form** – This task includes the preparation of a Documented CATEX for the AWOS relocation project. SEH staff will review all 14 impact environmental categories included in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. The area of potential effect (APE) will be determined as part of the Site Selection Study. .

**Task 3.2 – Phase I Archaeological Survey (if required)** – If the preferred site is in an area where there has been no ground disturbance, a Phase I archaeological survey will be completed within the APE, up to three acres. The Phase I archaeological survey will involve a systematic pedestrian survey of the entire archaeology APE to assess archaeological sites potential, identify areas of previous disturbance, and attempt to identify any surface features that may not be depicted on historic maps or aerial photographs. Shovel testing will be employed in high potential areas where surface visibility is poor. In addition, limited shovel testing will be completed for any sites identified during the pedestrian survey to clearly determine the overall character and delineate the horizontal and vertical extent of any sites that may be uncovered. It is assumed that no more than 100 shovel tests will need to be excavated. It is assumed that no more than one (1) site may be identified, encompassing no more than 15 artifacts.

A report will be prepared describing the project methodology, previous investigations, historical contexts, results, and recommendations. This report will be submitted to the FAA for coordination with SHPO.

**Deliverables: Documented CATEX, Phase I Archeological Survey report (if required).**

**Attachment B**  
**Estimated Fee and Expenses**  
**Phase 1: AWOS Site Selection Planning Study**  
**& Environmental Review**  
**Crookston Municipal Airport (CKN)**  
**Crookston, Minnesota**

Task No.	Task Description	Project Manager	Planner	Senior Scientist	Scientist	Project Engineer
<i>Study Element 1: Project Initiation, Coordination and Administration</i>						
1.1	Project Scoping and Contract Development	2		2		
1.2	Project Coordination and Administration	8				
1.3	Quality Assurance and Control	4		2		4
1.4	Agency Meetings & Coordination (2 Virtual)	4	4			2
<i>Study Element 2: AWOS Site Selection Planning Study</i>						
2.1	AWOS Site Selection Study Report	8	32	4		8
2.2	Level 2 Wetland Delineation and Crop Slide		2	2	32	
2.3	FAA Airspace Study & ALP Sheet Update	2	8			2
<i>Study Element 3: Documented CATEX Form</i>						
3.1	Prepare Categorical Exclusion (CATEX) Form			2	16	
3.2	Phase I Archeological Survey			2	2	

<b>Total hours per labor category</b>	<b>28</b>	<b>46</b>	<b>14</b>	<b>50</b>	<b>16</b>
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**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	28	\$72.88	\$2,040.50
Planner	46	\$21.20	\$975.20
Senior Scientist	14	\$45.80	\$641.20
Scientist	50	\$37.00	\$1,850.23
Project Engineer	16	\$47.04	\$752.68
Total Direct Labor Costs:	154		\$6,259.81
General and Administrative Overhead (172%)			\$10,766.88
<b>Total Labor Costs</b>			<b>\$17,026.69</b>
<b>Fee (15%)</b>			<b>\$ 2,554.00</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	154	\$5.80	\$893.20
Mileage	600	\$0.65	\$390.00
Phase I Archaeological Survey	1	\$4,000.00	\$4,000.00
<b>Total Expenses</b>			<b>\$5,283.20</b>

**SUMMARY:**

Total Labor Costs + Fees + Expenses	\$24,863.89
Total	\$24,863.89
<b>Estimated Total</b>	<b>\$24,900.00</b>

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE**

**WHEREAS:** The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bond and,

**WHEREAS:** The Regulations generally require the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment) and,

**WHEREAS:** The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments and,

**WHEREAS:** *The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds and,*

**NOW THEREFORE, BE IT RESOLVED:** by the City Council (the "Council") of the City of Crookston, Minnesota (the "City"), as follows: *hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:*

Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project. (c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances. (d)The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

**FURTHER BE IT RESOLVE:** The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

**FURTHER BE IT RESOLVE:** This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest: \_\_\_\_\_ Mayor  
Dale Stainbrook

\_\_\_\_\_  
Ashley Rystad  
City Clerk

## EXHIBIT A

### Declaration of Official Intent

The undersigned, being the duly appointed and acting City Clerk of the City of \_\_\_\_\_, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$\_\_\_\_\_ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
City Clerk

City of \_\_\_\_\_, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of \_\_\_\_\_, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on \_\_\_\_\_, 20\_\_\_. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member \_\_\_\_\_ moved the adoption of the Resolution, which motion was seconded by Council Member \_\_\_\_\_. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of \_\_\_\_\_, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk  
City of \_\_\_\_\_, Minnesota

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION CONSIDERING ADOPTING THE POLK COUNTY ALL HAZARD MITIGATION PLAN**

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

**WHEREAS:** the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

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

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

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

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

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

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

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

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

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor

RESOLUTION NO. \_\_\_\_\_

At a regular meeting of the City Council of the City of Crookston held on the 24th day of April 2023, Council

Member \_\_\_\_\_ offered the following resolution which was seconded by Council

Member \_\_\_\_\_,

**RESOLUTION PURCHASING AN INVESTIGATION VEHICLE FOR THE CROOKSTON POLICE DEPARTMENT WITH RESERVE FUNDS**

**WHEREAS:** there is a need for an additional vehicle to supplement the existing fleet of vehicles within the City of Crookston Police Department (CPD) and,

**WHEREAS:** the Crookston Police Department (CPD) requests authorization to purchase a DWI/DUI forfeited motor vehicle and,

**WHEREAS:** the Crookston Police Department (CPD) estimates the cost to purchase the DWI/DUI forfeited motor vehicle to be approximately fourteen thousand dollars (\$14,000.00) and,

**WHEREAS:** to properly equipped and meet the standards of the Crookston Police Department (CPD) investigation vehicle emergency lights and sirens are essential and,

**WHEREAS:** to add the emergency lights and sirens to the vehicle will have an approximate cost of three thousand (\$3,000.00) and,

**WHEREAS:** although the purchase of DWI/DUI forfeited vehicle was not budgeted the funds for said purchase are available in Reserve accounts from the Crookston Police Department (CPD) for Police Vehicle, DWI/DUI Penalty and Drug forfeitures and,

**NOW THEREFORE BE IT RESOLVED:** By the City Council of Crookston, Minnesota, The Crookston Police Department (CPD) is authorized to purchase a DWI/DUI forfeited motor vehicle and emergency lights and sirens in an amount to not exceed of seventeen thousand (\$17,000).

**FURTHER BE IT RESOLVED:** the transfer of funds from Reserve accounts Police Vehicle 101- 24948, DWI Penalty 101-24950, and Drug forfeitures 101-24951 to purchase a DWI/DUI forfeited vehicle is authorized.

Upon the call of ayes and nays the vote stood as follows:

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor's

signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest:

\_\_\_\_\_  
Ashley Rystad  
City Clerk

\_\_\_\_\_  
Dale Stainbrook  
Mayor