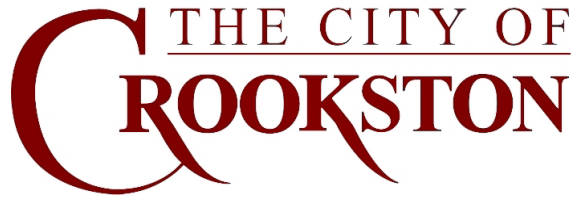


Mayor -Dale Stainbrook

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

May 22, 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 May 8, 2023, City Council meeting.

6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$297,259.33 Check Nos 70689-70760.

6.03 Resolution to approve 2023 Tobacco License Renewal for Parkland USA Corporation DBA Superpumper.

7. PUBLIC HEARINGS

7.01 Hold public hearing on the Minnesota Investments Fund (MIF) application for North Star Lime, LLC.

8. REGULAR AGENDA

8.01 Resolution approving the Minnesota Investment Fund (MIF) application for North Star Lime, LLC.

8.02 Resolution regarding the transfer of positions within the City of Crookston Finance Department.

8.03 Resolution regarding a design consultant contract involving MnDOT, the City of Crookston and a Design consultant.

8.04 Resolution regarding an Intermediary Relending Loan Program Mortgage and assignment of rent satisfaction on the property formally owned by Gust Swenson and Sons, Inc.

8.05 Resolution regarding authorizing the creation of a Joint Airport Zoning Board.

8.06 Resolution regarding authorizing the City of Crookston to zone area surrounding its Airport.

8.07 Resolution authorizing to execute Minnesota Department of Transportation grant agreement for Airport Improvements excluding land acquisition Minnesota Agreement No. 1053770.

8.08 Discussion/resolution regarding the property of 103 North Nelson.

9. REPORTS AND STAFF RECOMMENDATION

10. ADJOURNMENT

OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE REGULAR COUNCIL MEETING OF MAY 8, 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: Kristie Jerde, Henry Fischer, Clayton Briggs, Donald Cavalier, Joe Kresl, Dylane Klatt, Tim Menard and Wayne Melbye.

Council Members absent:

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

CROOKSTON FORUM

Robert Gustafson lives at 341 Houston Avenue and submitted Public Forum presentation notes (see attached document on page 5 and 6 of the City of Crookston Official Minutes). Mayor Stainbrook addressed Mr. Gustafson and explained that the City Administrator or the Public Works Director will be in communication with him to discuss these issues.

PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS

4.01 Mayor Stainbrook proclaimed the month of May 2023 as Community Action Month. Community action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities.

4.02 Bryan Boll and Phil Schramm presented to the Council regarding North Star Lime, LLC and the companies' goals in the future with the help of applying for a Minnesota Investment Fund (MIF) Grant.

APPROVAL OF AGENDA

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

6.01 Approve proposed City Council Minutes from the April 24, 2023, City Council meeting.

6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$329,489.36 Check Nos 7 0615-70688. (Res No. 27678)

6.03 Resolution to approve 2023 License Renewals. (Res No. 27679)

6.04 Resolution calling for a public hearing on the MIF application for North Star Lime, LLC. (Res No. 27680)

6.05 Resolution regarding approving the Confidence Learning Center application for Lawful Gambling on the premises of the Crookston Eagles. (Res No. 27681)

PUBLIC HEARINGS

REGULAR AGENDA

8.01 Motion made by Council Member Briggs, seconded by Council Member Fischer; City Administrator, Corky Reynolds briefed the Council. Last meeting a \$400 fee per month to cover the costs of acquisition and maintenance with respect to the mechanism which will help grind up items which are leaving the Northwest Regional Correction Center. This would be a continuing fee and it would allow for maintenance and repairs should those be necessary and would also apply to any other similar situations in our City. After further discussion It was duly carried to approve the Resolution regarding approving the Public Works Utility Rate Changes. (Res No. 27682)

8.02 Motion made by Council Member Menard, seconded by Council Member Jerde; City Administrator, Corky Reynolds briefed the Council. This is a grant from DEED relating to the Ag Innovation Campus Road. This is what we've discussed in the past that will supplement and help us to construct that 10-ton road that runs immediately adjacent to the Ag Innovation Campus and should provide adequate funding for the construction. After Discussion, it was duly carried to approve the Resolution regarding acceptance of an Innovative Business Development Public Infrastructure Program Grant from the Minnesota Department Employment & Economic Development (DEED) for the Ag Innovation Campus Expansion. (Res No. 27683)

8.03 Motion made by Council Member Cavalier, seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. The Economic Development Authority has \$50,000 of funds and It's been requested by the Economic Development Authority that the City of Crookston add additional funding for the Storefront Revitalization Program. The City of Crookston has the sum of \$58,100 available from General fund 101, which could be used to bring this grant pot of monies to \$108,100. After discussion, It was duly carried to approve the Resolution regarding the transfer of funds from the City of Crookston to the Crookston Economic Development Authority (EDA). (Res No. 27684)

8.04 Motion made by Council Member Kresl, seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. The campground bids we did receive. We do have Legacy Funds for the campground, which needs to be completed by June 30, 2024. The bidder is aware that this is for the campground land improvements only, it does not include the bathhouse. After discussion, It was duly carried to approve Resolution accepting the bid for the Crookston Campground Improvements. (Res No. 27685)

REPORTS FROM CITY STAFF

Charles "Corky" Reynolds, City Administrator:

- Meetings with Tri Valley on a number of items and projects.
- Have had significant discussions regarding the pool.
- Had a meeting with the school district in regards to using the softball diamond at the Ray Ecklund Complex.
- Had a number of meeting with the Finance Department concerning ongoing development within that department.
- Met with Shane regarding a new hire for the Fire Department.
- Talked about the campground budget with Jake and how it meets with our funding criteria.
- Talked with Matt Upgren and Brandon about entering into contracts for consulting designs.
- Lastly, I do want to re-emphasize again the bid opening for the proposed street projects will occur on May 18 not the 16th. It was correctly published for the 18th. That was in the newspaper publication that was referred to tonight. But those will be opened on the 18th of May. Not the 16th.

Brandon Carlson, Public Works Director:

- This week is cleanup week so residents can place their spring cleanup debris on their designated garbage day, twenty-four hours in advance.
- Last week, we removed a few of the remaining disease trees that were in the City right away.
- Met with MnDOT today and talked about moving forward with the downtown improvements.
- The Public Works Department is still looking a water maintenance employee and utility director for the Waste Water Department.

Karie Kirschbaum, Community Development Director:

- In the near future the EDA will be talking more about child care.
- Working with Northwest Minnesota Foundation and some other developers on housing,
- Also continue work on the Pirate 60 acres.

Jake Solberg, Parks & Recreation Director:

- Josh from Wired Electric zoomed into the Council meeting and briefed everyone about remaining completion of the project out at the Crookston Sport Center. We did find some corrective actions on equipment and are going to address those items.
- As you all know, last week, the City had a water main break at the pool. The City did get the issue fixed but we do have some other issues. The pool does have a heat exchanger that operates the heat in the airspace in the pool itself which are not working properly. We also have a heat exchanger downstairs in the boiler room that heats the water to the pool and is also not working properly. The City did receive a quote of roughly \$40,000 to fix the two heat exchangers to properly get the pool up and running.

Darin Selzler, Police Chief:

- The Police Department has remained extremely busy and has responded to over 400 calls in the last two weeks.
- Last Council meeting a resolution was presented to purchase a forfeited vehicle for investigations. As it turned out, the Friday before the Council meeting the lien holder went and paid off the vehicle.
- We are at the final stages in our garage upgrade and server room upgrade.
- Representatives of the Crookston Police Department have attended multiply meeting throughout the community.

Shane Heldstab, Fire Chief:

- Had a meeting with Ag Innovation Campus regarding the alarm systems.
- Sent a couple of firefighters to Superior, Wisconsin for some refinery training.
- Thursday, we had our monthly training, and our guys went through scene size up drills, rural and city directions.
- Skyward weather spotter training will be on May 17, 2023, at the Keele Auditorium from 6:00PM to 8:00PM.

Ryan Lindtwed, Finance Director:

- Finished up the Drug Task Force Desk Audit.
- Closed out the 2019 Airport Grant and Corky has signed off on that.
- The annual ARPA reporting was due in April and those reports are done.
- Had a meeting with Wayne who is the City of Crookston Rep for the appeal to FEMA.
- Did the financial review for the MIF application for North Star Lime, LLC.

REPORTS FROM CITY COUNCIL MEMBERS

Kristie Jerde, Council Member 1st Ward,

- I really hope that we take some of the considerations that were brought forth in that marketing report to heart and try to implement some of that as part of our city strategy.

Henry Fischer, Council Member 2nd Ward,

- Enjoyed attending the Marketing Class presentation out at UMC.

Clayton Briggs, Council Member 3rd Ward,

- No report

Donald R Cavalier, Council Member 4th,

- Thank you to Bryan Boll on moving forward with this project.
- Janelle of the Chamber of Commerce is on the road working hard and meeting with different people on the Council and the City.
- Thank you for the CERT training.

Joe Kresl, Council Member 5th

- Received a couple of call on the UTV licensing as to where they need to go and what they need to do.

Dylane Klatt, Council Member 6th Ward,

- No report

Tim Menard, Council Member-at-Large,

- I would like to Thank Karie and Kaymee for the updated housing study.
- We have the Riverside Park and a number of our Community members were requesting that we have a little dock put down in that portion of the park. The Park Department was able to locate a dock that was not being used. So thank you.

Wayne Melbye, Council Member-at-Large,

- Did my spring run around the City to look at the junk cars and dilapidated buildings, I gave a list to the Mayor. I got reinsurance from City Administrator that we're going to get with Greg and Shane, and get a little committee together and figure out what we got to do to go forward.

Mayor Stainbrook, Mayor

- Thank you to Phil and Bryan for being here tonight.
- I met with Karie and Janelle regarding the marketing plan.
- It was National Library week last week and the Friends of the Library held an open house. They are still looking for a couple new members.

ADJOURNMENT

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

Dale Stainbrook, Mayor

Ashley Rystad, City Clerk

May 8, 2023
Robert Gustafson
341 Houston Ave
Crookston Mn 56716
218-280-6987

City of Crookston - Public Forum Presentation Notes

Tuesday March 28, 2023 - Received Letter Notice of Hearing on proposed improvement plan
Project no. 1000 Street reconstruction: Houston Ave - Hunter Street to South Ash Street.
Estimated cost: \$658, 112.00 estimated Assessment \$ 8,201.23

Monday April 10, 2023 I appeared at the public hearing and my concerns are documented in the meeting minutes. Proposed street improvement removing existing sidewalk and adjacent to Houston Ave to be replaced with turf.

Wednesday April 26, 2023 - Crookston Times Public Notice Advertisement for bids 2023 Street Improvements. Complete digital project bidding documents are available at www.questcdn.com By inputting project #84846932 on the project website's search page. Sealed bids are due by 2:00 pm on Thursday, May 18, 2023.

Thursday April 27, 2023 I contacted QuestCDN they Providing State-of-the-Art Bid Management Systems for Public Construction. Bid management. I asked them why the bid documents where not available on the project number. They stated that they had not received the bid documents / project manual. I then notified the city of Crookston to let them know the bid documents where not available. I believed this was a mistake and the bid documents would be available within the hour. I thought to myself maybe widseth forgot to attach the documents. Like sending an email and forgetting to attach the documents. I was notified that day that it was okay, bid documents are not due until Thursday May 18, 2023 at 2Pm.

This is a public project: Advertisement for bids in the Crookston Times and QuestCDN.com. How can you advertise for bids without having bid documents ready?

This is not ok!

My background: Licensed Landscape Architect in MN, ND, FL. NDSU graduated in 2001.

2013-2014 Worked for Ackerman Estvold Engineers providing construction observation, contract admin, verifying contractors work and pay applications.

2015-2016 worked for CPS Engineering in Grand Forks - Utilized Autodesk Civil 3D to prepare construction documents and estimates.

I have worked shoulder to shoulder with civil engineers / Architects most of my career.

I'm concerned. The public project with an estimated value of 1.9 million dollars is not following the correct procedures for public procurement.

I'm asking the city of Crookston to review the 285 project manual, to have some responsibility in Quality Control and Quality Assurance because its not being performed by Widseth Engineering.

Lack of Quality control and Quality Assurance results in taxpayers having to pay excessive assessments for projects that are not competitively bid on.

Monday May 1, 2023 I reviewed the posted project manual bidding documents on QuestCDN. Com

My concerns are noted in the Monday april 10, 2023 public hearing

My review of the plans have the following concerns.

1. No pre bid meeting required A Pre-bid meeting would allow the city to go over specifics with contractors who have expressed interest in this project, promote the actual bid date so there are plenty of contractors to choose from. Mobilization and priorities.
2. Bid form includes all projects lumped into one bid form. Difficult to tabulate the estimated value for each project (mobilization is adding costs to all the projects) Give example of mobilization.
3. The alternate #1 in response to my concerns includes a new sidewalk for the south side of houston Ave. There is an alternate for a new sidewalk. In the meeting I was concerned about preserving the existing sidewalks. My sidewalk and neighbors are newer sidewalks installed aprox 10 years ago.
4. 7th street and Elm Street Bituminous paving of alley - Sheet 50 of 61. Its one sheet @300 linear feet of paving in allow. No street construction schedule or estimated assessment value? Why is the City of Crookston paving an alley?

Going Forward

Taxpayers are facing increased taxes from the city, example the utilities increase, property taxes.

I would like to see a more efficient city government.

I would like to discuss with the city the idea of hiring a full time city engineer who is committed to the best interest of the public vs. the private interest.

Instead of retaining a civil engineer from Widseth Engineering as a consultant representing the city.

Open the doors to the city of crookston to other engineering firms who understand the importance of Quality Control and Quality Assurance, and understand risk management.

To ensure public projects are being competitively bid upon and that taxpayers are being assessed fairly for improvements.

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 22nd day of May 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:

Dale Stainbrook Mayor

Ashley Rystad City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0650	ELAN FINANCIAL SERVICES I-202305115423	D	5/11/2023	10,702.13		001164		10,702.13
0372	CROOKSTON HOUSING & ECONOMIC D I-RES. 27684 STORE FRONT REVITALIZATION	R	5/10/2023	58,100.00		070689		58,100.00
4388	CROOKSTON VISITORS BUREAU I-20230509 APRIL LODGING TAX 2023	R	5/10/2023	6,000.43		070690		6,000.43
1395	MID-CONTINENT COMMUNICATIONS I-20436890113329 SERVICES 5/1-5/31/2023	R	5/10/2023	2,009.99		070691		2,009.99
1861	OTTERTAIL POWER COMPANY-FF I-53742 SERVICE 3/30-5/2/2023 POOL	R	5/10/2023	3,094.51		070692		3,094.51
2057	RED LAKE ELECTRIC COOP I-20230505 SERVICES 3/31-4/30/2023	R	5/10/2023	14,173.64		070693		14,173.64
1	BOYER, RANDY I-000202305155433 US REFUND	R	5/17/2023	75.03		070696		75.03
1	GUDMUNDSON, ERIC I-000202305155427 US REFUND	R	5/17/2023	60.96		070697		60.96
1	HAHN, NORA I-000202305155426 US REFUND	R	5/17/2023	5.14		070698		5.14
1	HEATH, AUGUST I-000202305155431 US REFUND	R	5/17/2023	102.55		070699		102.55
1	LOSSING, CHELSEY I-000202305155430 US REFUND	R	5/17/2023	57.15		070700		57.15
1	OVERGAARD, AUSTIN I-000202305155432 US REFUND	R	5/17/2023	62.63		070701		62.63
1	PELTIER, JON & LICIA I-000202305155429 US REFUND	R	5/17/2023	113.62		070702		113.62
1	ROMERO, AMANDA I-000202305155434 US REFUND	R	5/17/2023	33.25		070703		33.25
1	SIZEMORE, JERRI I-000202305155425 US REFUND	R	5/17/2023	75.15		070704		75.15

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	STAFF, THOMAS							
I-000202305155428	US REFUND	R	5/17/2023	26.60		070705		26.60
0021	ADVANCED TIRE & AUTO SERV. LLC							
I-1608	FRONT END REPAIR SPARE SQUAD	R	5/17/2023	656.18		070706		
I-44155	SERVICE SQUAD #532	R	5/17/2023	46.70		070706		
I-44156	SERVICE, TIRE REPAIR #534	R	5/17/2023	72.98		070706		
I-44167	SERVICE INVSQUAD DTF	R	5/17/2023	64.51		070706		
I-44183	SERVICE SQUAD #535	R	5/17/2023	43.56		070706		883.93
3526	ADVANCED ELEMENTS, INC							
I-87104	WTP/GSR REDUNDANT ISP	R	5/17/2023	11,365.32		070707		
I-87105	JAIL MANHOLE MONITORING	R	5/17/2023	296.10		070707		
I-87106	WELL PANEL REPAIR	R	5/17/2023	161.50		070707		
I-87259	LIFT STATION CONTROLS UPGRADE	R	5/17/2023	2,201.26		070707		14,024.18
2200	AUTO VALUE OF CROOKSTON							
C-76216361	POWER STEER CORE R	R	5/17/2023	61.80CR		070708		
C-U76216527	CREDIT WINDSHIELD WIPER	R	5/17/2023	11.99CR		070708		
I-76215615	SHOP DEGREASER	R	5/17/2023	26.97		070708		
I-76215746	FLAT BLACK PAINT, MAILBOXES	R	5/17/2023	38.97		070708		
I-76215761	SHOP POWER STEERING FLUID	R	5/17/2023	15.98		070708		
I-76215777	TURN SIGNAL FOR DODGE	R	5/17/2023	9.99		070708		
I-76215800	SHOP, SUPPLIES	R	5/17/2023	22.47		070708		
I-76215912	NUTS, BOLTS	R	5/17/2023	7.98		070708		
I-76215920	F-350 POWER STEERING PUMP	R	5/17/2023	498.54		070708		
I-76216200	WINDSHIELD WASHER	R	5/17/2023	11.97		070708		
I-76216514	WINDSHIELD WIPER BLADE	R	5/17/2023	11.99		070708		571.07
4489	GARETT BENGTON							
I-20230503	TRAVEL REIMBURSEMENT	R	5/17/2023	10.80		070710		10.80
0203	BORDER STATES ELECTRIC							
I-926229032	CITY STREET LIGHTS	R	5/17/2023	1,092.05		070711		1,092.05
0225	BRANDNER PRINTING							
I-25106	KAYMEE DESK SIGN/ NAME TAG	R	5/17/2023	48.25		070712		
I-53728	NEW KEYBOARD FOR FTFF	R	5/17/2023	24.99		070712		
I-53775	OFFICE SUPPLIES	R	5/17/2023	163.95		070712		
I-6551	GOLF CART/UTV	R	5/17/2023	80.00		070712		
I-6601	GOLF CART/UTV	R	5/17/2023	40.00		070712		
I-6602	SPECIAL VEHICLE PERMIT DECAL	R	5/17/2023	20.00		070712		
I-6606	SPECIAL ELECTION CHANGE NOTICE	R	5/17/2023	247.30		070712		624.49

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2961	BSN SPORTS, LLC							
I-921416280	EQUIPMENT FOR YTH B525B	R	5/17/2023	13,137.69		070713		
I-921604336	WHITE PAINT FOR FIELDS	R	5/17/2023	162.50		070713		13,300.19
3303	CERTIFIED LABS							
I-8209855	PREMALUBE RED, CS/48 (FIBER),	R	5/17/2023	358.95		070714		358.95
0371	CHERRYROAD MEDIA							
I-20230430	CLEAN UP WEEK, STREET IMPROV.	R	5/17/2023	2,125.88		070715		2,125.88
3226	CHRISTIAN BROTHERS FORD, INC							
I-53281	REPAIR EXHAUST #535	R	5/17/2023	122.21		070716		122.21
3184	CINTAS CORPORATION							
C-20230505	CREDIT FOR NO SERVICE	R	5/17/2023	32.27CR		070717		
I-4154475306	RUGS, MATS, LINEN	R	5/17/2023	24.56		070717		
I-4154475313	MATS, TOWELS, LINEN	R	5/17/2023	26.10		070717		
I-4155175681	MATS	R	5/17/2023	3.70		070717		
I-4155175755	MATS	R	5/17/2023	3.84		070717		
I-4155175806	CITY HALL TOWELS AND RUGS	R	5/17/2023	15.22		070717		
I-4155175816	MATS, TOWELS, LINEN	R	5/17/2023	26.10		070717		67.25
0337	COLE PAPERS INC.							
I-10292567	CLEANING SUPPLIES	R	5/17/2023	206.27		070718		206.27
4608	CORNERSTONE VETERINARY SERVICE							
I-76784	VET BILL	R	5/17/2023	325.00		070719		325.00
0363	CROOKSTON BUILDING CENTER							
I-289940	D6 DUGOUTS	R	5/17/2023	64.44		070720		
I-290005	D6 DUGOUTS	R	5/17/2023	282.98		070720		
I-290033	D6 DUGOUTS	R	5/17/2023	216.00		070720		
I-290041	D6 DUGOUTS	R	5/17/2023	33.82		070720		
I-290201	DIAMOND 6 DUGOUTS	R	5/17/2023	90.00		070720		
I-290503	MATERIAL FOR D6 DUGOUT	R	5/17/2023	47.63		070720		
I-290555	NAIL GUN RENTAL FOR DUGOUT	R	5/17/2023	15.00		070720		749.87
0389	CROOKSTON FUEL CO.							
I-20230430-STREET	APRIL FUEL STREET DEPT.	R	5/17/2023	6,654.30		070721		
I-20230430-WATER	APRIL FUEL WATER DEPT	R	5/17/2023	915.18		070721		
I-20230430FIRE	APRIL FUEL FIRE DEPT	R	5/17/2023	723.10		070721		8,292.58
0465	CROOKSTON WATER DEPARTMENT							
I-20230515	SERVICE 3/20-4/19/2023	R	5/17/2023	2,667.04		070722		2,667.04

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 5/05/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0470	CROOKSTON WELDING INC.							
I-060481	CLAMPS FOR SHOP	R	5/17/2023	28.80		070723		
I-060878	SHIPPING	R	5/17/2023	13.99		070723		
I-061000	SCREWS AND WASHERS	R	5/17/2023	10.68		070723		
I-061449	UNIT #83 SERVICE THE TRUCK	R	5/17/2023	68.97		070723		
I-061512	OIL FILTER UNIT#83	R	5/17/2023	51.63		070723		174.07
0487	DAKOTA SUPPLY GROUP							
C-S102104215.003	SOCKETS	R	5/17/2023	35.46CR		070724		
I-S102708441.001	COUPLINGS	R	5/17/2023	1,198.38		070724		1,162.92
0875	FLEET SUPPLY							
C-122712	RETURN FUEL PUMP	R	5/17/2023	219.00CR		070725		
I-120781	MISC. SUPPLIES	R	5/17/2023	56.54		070725		
I-122708	FUEL PUMP, SERVICE TRUCK	R	5/17/2023	708.99		070725		
I-122737	VAC WAND REPAIR	R	5/17/2023	6.78		070725		
I-123140	SAFETY GLASSES	R	5/17/2023	17.98		070725		
I-123658	HOTSEY #31/SHOP/TRAILERS	R	5/17/2023	132.59		070725		703.88
0721	GALSTAD, JENSEN & MCCANN, P.A.							
I-18181	CRIMINAL CASES	R	5/17/2023	168.75		070726		168.75
0909	GARDEN VALLEY TECHNOLOGIES							
I-101242441	SERVICE 5/10-6/9/2023	R	5/17/2023	49.00		070727		49.00
0448	GLOBAL EQUIPMENT COMPANY							
I-120397246	PARTS FOR WATER FOUNTAIN	R	5/17/2023	39.94		070728		39.94
3331	DAVID GRABOWSKI							
I-20230513	TRAVEL REIMBURSEMENT	R	5/17/2023	275.90		070729		
I-20230517	EQUIPMENT REIMBURSEMENT	R	5/17/2023	208.51		070729		484.41
0965	GRAND FORKS FIRE EQUIPMENT							
I-37692	NEW FIRE HELMET	R	5/17/2023	260.00		070730		260.00
1000	GROVE MECHANICAL INC.							
I-40852	CITY HALL REPAIRS	R	5/17/2023	1,457.50		070731		1,457.50
1848	HARBOTT, KNUTSON & LARSON & HO							
I-2023-951	CRIMINAL MATTERS APRIL 2023	R	5/17/2023	10,990.00		070732		10,990.00
3400	CROOKSTON HARDWARE HANK							
I-70183/2	CAULK	R	5/17/2023	7.98		070733		
I-70236/2	BLASES SAWZEL	R	5/17/2023	18.99		070733		
I-70425/2	HITCH PIN	R	5/17/2023	7.99		070733		
I-70433/2	HITCH PIN	R	5/17/2023	1.00		070733		35.96

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 5/05/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1043	HAWKINS, INC CHEMICALS	R	5/17/2023	1,064.00		070734		1,064.00
1006	HN QUALITY PLUMBING INC. DELTA DRIVER BOARD	R	5/17/2023	223.38		070735		223.38
1105	HUGO'S SUPPLIES	R	5/17/2023	30.35		070736		30.35
4109	KIESLER'S POLICE SUPPLY BPU-OFFICER-RICH	R	5/17/2023	1,371.95		070737		
	I-IN213790 BPU-FLADLAND	R	5/17/2023	1,386.95		070737		2,758.90
4000	LAKES COMMUNITY COOPERATIVE SERVICES 3/30-4/28/2023	R	5/17/2023	249.16		070738		249.16
2788	MARCO - NW 7128 BARRACUDA LICENSE	R	5/17/2023	402.00		070739		402.00
3872	MARCO TECHNOLOGIES, LLC MARCO COPIERS	R	5/17/2023	828.06		070740		
	I-501124341 E GOLD FAX	R	5/17/2023	68.34		070740		896.40
1780	MNSCU- MOORHEAD FF II CERTIFICATION AND CLASS	R	5/17/2023	1,200.00		070741		1,200.00
4289	SEAN MURPHY EQUIPMENT REIMBURSEMENT	R	5/17/2023	655.41		070742		655.41
1879	PALMER MASONRY & CONCRETE FIX MAILBOX ON GROVELAND AVE	R	5/17/2023	2,050.00		070743		2,050.00
4413	JAMES PERREAULT TRAVEL REIMBURSEMENT	R	5/17/2023	46.00		070744		46.00
1935	POLK COUNTY TRANSFER STATION VALLEY TECH PARK PAID	R	5/17/2023	63.18CR		070745		
	I-40718 EQUIPMENT DISPOSAL	R	5/17/2023	49.36		070745		
	I-41100 RIVER BANK CLEAN UP	R	5/17/2023	18.72		070745		4.90
1691	RIEGER, BORGEN, BENSON ELECTRI ELECTRICAL OAK COURT	R	5/17/2023	3,047.07		070746		3,047.07

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3834	RMB ENVIRONMENTAL LABORATORIES I-D043846 CHEMICALS	R	5/17/2023	109.99		070747		109.99
2437	SCOTT'S TRUE VALUE HARDWARE							
	I-A235728 TREE CUTTING RAKES (CLEAN UP)	R	5/17/2023	76.29		070748		
	I-A236054 GRASS SEED AND VELCRO	R	5/17/2023	40.78		070748		
	I-A236151 PAINT, MISC SUPPLIES	R	5/17/2023	275.54		070748		
	I-A236351 CO2 READER FOR POOL BOILER RM	R	5/17/2023	31.67		070748		424.28
2231	SERVICE PRO OF CROOKSTON INC I-0147335 CHAIN SAWS	R	5/17/2023	108.89		070749		108.89
2731	TERMINIX COMMERCIAL							
	I-213910 SPRAYING FOR BUGS CITY HALL	R	5/17/2023	72.50		070750		
	I-217510 PEST CONTROL POLICE DEPT	R	5/17/2023	122.00		070750		194.50
2060	TITAN PRODUCTIVITY PLUS ACCOUN I-18240687 GP FUEL FILTER	R	5/17/2023	151.00		070751		151.00
2404	TODD'S TIRE SERVICE INC. I-37719 TIRE REPAIR VAC TRAILER	R	5/17/2023	26.00		070752		26.00
0400	VALLEY PLAINS EQUIPMENT							
	I-3729676 UNIT #98 FILLER CAP OIL	R	5/17/2023	40.33		070753		
	I-3753129 BLADES FOR MOWER	R	5/17/2023	144.48		070753		184.81
2506	VERIZON WIRELESS I-9934035152 P2P MAY BILLING 5/4-6/3/2023	R	5/17/2023	1,053.93		070754		1,053.93
4609	VIA ACTUARIAL SOLUTIONS I-CKS-2023-04 GASB 75	R	5/17/2023	1,100.00		070755		1,100.00
4607	WIR3D ELECTRIC INC. I-13290 SOFTWARE UPDATE TO CSC	R	5/17/2023	47,114.66		070756		47,114.66
2545	WIDSETH SMITH NOLTING & ASSOC,							
	I-222871 BATH HOUSE DRAWINGS	R	5/17/2023	9,165.50		070757		
	I-222872 AG INNOVATION CAMPUS ENTRANCE	R	5/17/2023	2,162.00		070757		
	I-222873 2023 STREET IMPROVEMENTS	R	5/17/2023	20,886.50		070757		
	I-222874 MONTHLY RETAINERS	R	5/17/2023	1,222.00		070757		
	I-222877 GIS FOR BUILDING INSPECTIONS	R	5/17/2023	1,845.00		070757		35,281.00
4550	XIGENT SOLUTIONS, LLC							
	I-10243 NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	350.00		070758		
	I-10411 NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	1,051.50		070758		
	I-10551 NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	10,512.50		070758		
	I-10855 NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	15,300.00		070758		
	I-10856-DP NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	34,955.10		070758		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-10857-DP	NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	36,768.80		070758		
I-85045	NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	874.58		070758		
I-85724	NETWORK PROJ. RESTRICTED FUNDS	R	5/17/2023	862.50		070758		100,674.98
2585	YE OLE PRINT SHOPPE INC							
I-42950	BUSINESS CARDS	R	5/17/2023	32.00		070759		32.00
3558	THIEF RIVER GLASS, INC							
I-0008020	GARAGE UPGRADE, DOORLOCKS	R	5/17/2023	634.75		070760		634.75

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	69	344,657.20	0.00	344,657.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	10,702.13	0.00	10,702.13
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

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			70	355,359.33	0.00	355,359.33
BANK: AP	TOTALS:		70	355,359.33	0.00	355,359.33
REPORT TOTALS:			70	355,359.33	0.00	355,359.33

CK 70689-70760

-RES # 27684 \$58,100.00

TOTAL \$297,259.33

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION APPROVING 2023 TOBACCO LICENSE FOR THE PARKLAND USA CORPORATION
DBA SUPERPUMPER**

WHEREAS: Parkland USA Corporation doing business as (DBA) Superpumper has made application to make sale of retail cigarettes and other tobacco products and,

WHEREAS: applicable license fee of 200.00 dollars have been paid to the City of Crookston,

WHEREAS, the members of Parkland USA Corporation doing business as (DBA) Superpumper have each indicated an understanding that failure to comply with Minnesota Statutes Rules and Regulations as well as the City of Crookston ordinances regulating the retail sale of cigarettes and other tobacco products can result in criminal penalties including the loss of cigarettes and other tobacco products and,

WHEREAS, the members Parkland USA Corporation (DBA) Superpumper has each indicated that the license holder Parkland USA Corporation (DBA) Superpumper shall in all respects comply with the terms and provisions of Minnesota Statutes Rules and Regulations as well as the City of Crookston ordinances regarding the retail sale of cigarettes and other tobacco products.

NOW, THEREFORE, IT IS RESOLVED, That the City Clerk of the City of Crookston is hereby authorized and directed to issue the licenses to make retail sale of cigarettes and other tobacco products to Parkland USA Corporation (DBA) Superpumper upon compliance by the licensee with each and every term of the license.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION OF SUPPORT REGARDING TO NORTH STAR LIME, LLC GRANT APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED), MINNESOTA INVESTMENT FUND INCENTIVE (MIF) PROGRAM

WHEREAS, the City of Crookston has received a request from North Star Lime, LLC to sponsor assistance in the form of a forgivable loan using dollars sourced from the Minnesota Department of Employment and Economic Development (DEED) through its Minnesota Investment Fund (MIF) Program.

WHEREAS, the City of Crookston, as required by the DEED MIF Program held a public hearing on May 22, 2023, to provide citizen notification and involvement prior to submitting a MIF program application.

WHEREAS, the City of Crookston is requesting the amount of \$430,000 of MIF assistance available based on final job growth projections to assist North Star Lime, LLC with establishing additional jobs in the City of Crookston.

NOW THEREFORE, BE IT RESOLVED, the City of Crookston act as the legal sponsor for the project contained in the Minnesota Investment Fund (MIF) application to be submitted on or about May 31, 2023 and the Mayor and the City Administrator are hereby authorized to apply to the Department of Employment and Economic Development (DEED) for funding of this project on behalf of North Star Lime, LLC.

IT IS FURTHER RESOLVED, that the City of Crookston has the legal authority to apply for financial assistance and the institutional, managerial, and financial capability to administer the proposed project.

IT IS FURTHER RESOLVED, that the City of Crookston has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

IT IS FURTHER RESOLVED, that upon approval of its application by the State, the City of Crookston may enter into a Grant Contract with the State of Minnesota for the approved project and that the City of Crookston certifies that it will comply with all applicable laws, statutes, regulations, and rules as stated in the Grant Contract and described in the Project Compliance Certification of the application.

AS APPLICABLE, BE IT FURTHER RESOLVED, that the City of Crookston has obtained credit reports and credit information on North Star Lime, LLC and upon review by the City of Crookston and City Attorney, no adverse findings or concerns regarding but not limited to, tax liens, judgments, court actions, and filings with the State, Federal, and other regulatory agencies where identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW THEREFORE, BE IT RESOLVED, the Mayor and City Administrator or their successors in office, are hereby authorized to execute the Grant Contract and amendments thereto as are necessary to implement the project on behalf of the City of Crookston.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING THE TRANSFER OF POSITIONS WITHIN THE CITY OF CROOKSTON FINANCE DEPARTMENT

WHEREAS: Ryan Lindtwed is presently the Finance Director for the City of Crookston; and

WHEREAS: Ryan Lindtwed has requested a transfer from the position of Finance Director for the City of Crookston to the position of Accountant within the Finance Department for the City of Crookston; and

WHEREAS: Ryan Lindtwed has the requisite professional and experience qualifications to perform the duties and tasks of the City of Crookston Accountant position; and

WHEREAS: Audrey Passa is presently the Accountant for the City of Crookston; and

WHEREAS: Audrey Passa has the requisite professional and experience qualifications to perform the duties and tasks of the City of Crookston for Finance Director position to wit, a Bachelor of Science Degree in Business Administration, with a minor in Accounting, and specializations in Finance, and Management, 13 years of experience within governmental enterprises with 8 of those years for the City of East Grand Forks as an accountant, and seven years of accounting experience in private business; and

WHEREAS: the City of Crookston Administrator, the City of Crookston Finance Director and the City of Crookston Human Resource Coordinator have interviewed Audrey Passa, and each recommends Audrey Passa be promoted to the position of Finance Director for the City of Crookston; and

NOW THEREFORE, BE IT RESOLVED BY: the City Council of Crookston, Minnesota, that Audrey Passa shall be hired as the City of Crookston Finance Director effective May 23, 2023.

FURTHER BE RESOLVED: The starting salary for Audrey Passa as Finance Director shall be the base salary of \$92,000 which will escalate based upon increases provided to City of Crookston non-bargaining employees.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING A DESIGN CONSULTANT CONTRACT INVOLVING THE STATE OF MINNESOTA, THE CITY OF CROOKSTON AND A DESIGN CONSULTANT.

WHEREAS: in conjunction with the City of Crookston and Minnesota Department of Transportation (MnDOT) corridor study, a design consultant contract is necessary with respect to the trunk, highway work and local city street work; and

WHEREAS: MnDOT has proposed a three-party contract involving MnDOT, the City of Crookston and a design consultant with respect to trunk highway work and local road work; and

WHEREAS: the design consultant, when selected, will separately track, and bill each portion of the trunk highway project and local road project and fees will be charged; accordingly, and

WHEREAS: design consultant for the City of Crookston local street work will be the financial responsibility of the City of Crookston, such fees will be billed as they are incurred over the course of the next four year; and

WHEREAS: MnDOT plan, and expectation is to adhere to and implement the preferred alternative, as expressed by the MnDOT Corridor study group and the Crookston City Council; and

NOW THEREFORE, BE IT RESOLVED: the City of Crookston City Council supports and endorses the preferred alternative as expressed by MnDOT study group. The Crookston City Council supports MnDOT proceeding with the acquisition of a design consultant through MnDOT’s standard advertised request for proposals, (RFP). The City of Crookston shall participate in a three (3) party agreement involving MnDOT, the City of Crookston and a consultant with respect to design services.

IT IS FURTHER RESOLVED: the Mayor and City Administrator or their successors in office, are hereby authorized to execute the MnDOT and selected design consultant contract and amendments thereto as are necessary to implement the project on behalf of the City of Crookston.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING AN INTERMEDIARY RELENDING LOAN PROGRAM MORTGAGE AND ASSIGNMENT OF RENT SATISFACTION ON THE PROPERTY FORMALLY OWNED BY GUST SWENSON AND SONS, INC

WHEREAS: Gust Swenson and Sons Inc. a Minnesota corporation did on July 7, 1995, enter into an Intermediary Relending Loan Agreement with the City of Crookston and,

WHEREAS: City of Crookston paid \$108,000 to Gust Swenson and Sons Inc, a Minnesota Corporation as a loan for financing in order to assist with the purchase of inventory and as working capital and,

WHEREAS: The City of Crookston wished to secure repayment of the loan with a mortgage and an assignment of rents on the property owned by Gust Swenson and Sons, Inc. a Minnesota Corporation and,

WHEREAS: Gust Swenson and Sons Inc. a Minnesota corporation did on the seventh day of July 7, 1995 own real property, situated in the County of Polk and City of Crookston legally described as: Part of LOT ONE BLOCK 11 DAVIS'S ADDITION to Crookston more particularly described as follows To wit: Beginning at the South East Corner of said LOT ONE thence West 74.5 feet along the South line of said LOT ONE to the point of beginning thence west along the South line of said LOT ONE 78.5 feet more or less to the Easterly line of Great Northern Railway Companies, right of way. Thence Easterly along said Easterly right of way, line 35 feet, more or less, then set right angles, SE 71.5 feet to the point of beginning; also, all of lots 5,6,7 BLOCK 11 DAVIS'S ADDITION to Crookston, according to the official plat there have on file and recorded in the office of the County Recorder in and for the County of Polk and State of Minnesota and,

WHEREAS: Gust Swenson and Sons Inc, a Minnesota Corporation granted to the City of Crookston, a mortgage lien and assignments of rent on the real property located in the City of Crookston with respect to the Intermediary Relending Loan repayment agreement and,

WHEREAS: The mortgage lien was certified, filed and recorded in the office of the Polk County Recorder on July 7, 1995, at Two o'clock PM in BOOK 712 of Mortgages on PAGE 3 and,

WHEREAS: the assignment of rents was certified, filed and recorded in the office of the Polk County Recorder on July 7 1995, in BOOK 233 of Miscellaneous Documents on PAGE 243 and

WHEREAS: a diligent and thorough search of City of Crookston financial records indicates the loan to Gust Swenson and Sons Inc, the amount of \$108,000 has been repaid in full and no repayment obligations exist.

NOW THEREFORE, BE IT RESOLVED, the City of Crookston execute a Satisfaction of the Mortgage with respect to the Intermediary Relending Loan Program Agreement and Mortgage which is recorded in the office of the Polk County Recorder on July 7, 1995, designated In BOOK 712 of Mortgages on PAGE 3 and, The City of Crookston execute a satisfaction of assignment of rents or termination of assignments of rents, with respect to the intermarry intermediary Relending loan program agreement and assignment of rents, which is recorded in the office of the Polk County recorder on July 7 1995. In Book 233 of Miscellaneous Documents on page 243 and,

IT IS FURTHER RESOLVED, the Mayor and City Administrator for the City of Crookston are authorized to sign and execute a Mortgage Satisfaction and any and all other documents necessary to release and satisfy the mortgage and assignment of rents obtained on July 7, 1995, filed in the office of the Polk County Recorder in book 712 of Mortgages on PAGE 3, and in BOOK 233 of Miscellaneous Documents on PAGE 243.

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

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION AUTHORIZING THE CREATION OF A JOINT AIRPORT ZONING BOARD

WHEREAS: This Municipality owns and controls the Crookston Municipal Airport; and

WHEREAS: Portions of the airport hazard area adjacent to the airport are located outside the territorial limits of this Municipality but within the territorial limits of Polk County and the Townships of Crookston, Fanny, Lowell, and Parnell; and

WHEREAS: This Municipality deems it necessary and expedient to create a Joint Airport Zoning Board in cooperation with the above County and Townships, pursuant to Minnesota Statutes Section 360.063, Subdivision 3, and other applicable laws for the purpose of establishing, administering, and enforcing zoning laws for the areas surrounding the airport and for the protection of the airport and the public; and

WHEREAS: The above statute provides that this Municipality has the right to appoint two persons to said Board; and

WHEREAS: Subdivision. 8 of Section 32 of the Appropriations Bill passed by the Minnesota Legislature effective July 1, 1973, provides that no moneys shall be expended by the Commissioner of Transportation of the State of Minnesota to improve and maintain an airport unless the governmental unit owning the airport has or is establishing a zoning authority for the airport.

NOW, THEREFORE, BE IT RESOLVED By the City of Crookston as follows: That there is hereby created in cooperation with the above County and Townships a Joint Airport Zoning Board to be composed of representatives of the City of Crookston and representatives of the above County and Townships, pursuant to Minnesota Statutes Section 360.063, Subdivision 3.

BE IT FURTHER RESOLVED: That the City of Crookston hereby appoints Lowell Miller and Greg Hefta to be its representatives on said Board, said persons to serve for an indefinite term until they resign or are replaced by the City of Crookston.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING THE AUTHORIZING THE CITY OF CROOKSTON TO ZONE AREAS SURROUNDING ITS AIRPORT

WHEREAS: On May 22, 2023, the City of Crookston passed a resolution authorizing the municipality to create a Joint Airport Zoning Board in cooperation with the County of Polk and Townships of Crookston, Fanny, Lowell, and Parnell; and

WHEREAS: the City of Crookston, on February 15, 2023, mailed a letter to said County and Townships, requesting their participation in the creation of said Joint Airport Zoning Board; and

WHEREAS: More than sixty days have passed since said mailing; and

WHEREAS: The County of Polk and Townships of Lowell and Parnell, have not responded or have refused to participate in the creation of said Board; and

WHEREAS: In such events, Minnesota Statutes Section 360.063, Subdivision 3 authorizes the municipality to adopt, administer and enforce airport zoning regulations for the airport hazard area in question, even if said area is outside of the boundaries of the City of Crookston.

THEREFORE, BE IT RESOLVED By this municipality, as follows:

1. That Resolution dated May 22, 2023, authorizing the City of Crookston to cooperate with the County of Polk and Townships of Lowell and Parnell in the creation of a Joint Airport Zoning Board is hereby rescinded and the appointments to said Board made therein are likewise rescinded.
2. That the City of Crookston does hereby authorize its staff to proceed in cooperation with the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, with the preparation of an Airport Zoning Ordinance concerning the airport hazard area surrounding the airport.
3. That, in accordance with Minnesota Statutes 360.063 Subdivision 3, this municipality intends to adopt, administer, and enforce airport zoning regulations for the airport hazard area in question.

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 22nd day of May 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING THE STATE OF MINNESOTA AIRPORT FUND GRANT AGREEMENT FOR THE CROOKSTON MUNICIPAL AIRPORT AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)

WHEREAS: the State of Minnesota (MnDOT), acting through its Commissioner of Transportation pursuant to Minnesota Statute Chapter 360 desires an agreement with the City of Crookston with respect to the receipt of funds related to construction of an Automated Weather Observation System (AWOS); and

WHEREAS: the City of Crookston owns, operates, and controls an airport in the state system, and desires financial assistance from the State of Minnesota for an Airport Improvement Project(AWOS); and

WHEREAS: the City of Crookston represents it as duly qualified and agrees to perform all services described in MnDOT contract number 1053770 to the satisfaction of the State of Minnesota; and

WHEREAS: the City of Crookston has available for payment with respect to the AWOS phase one, site selection, planning study, the sum of \$7,470; and

WHEREAS: the City of Crookston has requested from the State of Minnesota, Department of Transportation, (MnDOT) a grant amount of \$17,430; and

WHEREAS: the City of Cookson has received notification from the Minnesota Department of Transportation, (MnDOT) of a grant in the amount of \$17,430; and

NOW THEREFORE, BE IT RESOLVED BY: the City Council of Crookston, Minnesota, enter into a contract with the terms as set forth in MnDOTcontract number 1053770 with respect to an AWOS phase one site selection, planning study.

FURTHER BE RESOLVED: The Mayor and City Administrator are hereby authorized and directed on behalf of the City of Crookston to execute and enter into an agreement with the Commissioner of MnDOT prescribing the terms and conditions with respect to the grant regarding the AWOS phase one site selection planning study as set forth in MnDOT contract number 1053770 or any amendments there to which contract number 1053770 is made a part hereof by reference.

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

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **the City of Crookston, 124 N. Broadway, Crookston, MN 56716** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30th, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project #A6001-61), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all

times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AWOS Phase 1 Site Selection Planning Study	0%	70%	30%
Federal Committed:	\$0.00		
Federal Multiyear:	\$0.00		
State:	\$17,430.00		
Grantee:	\$7,470.00		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$17,430.00 .

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit [A], which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
Upon completion of the services.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering

the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is: Matthew Lebens, North Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155, Phone 612-422-4171, matthew.lebens@state.mn.us, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is: Ryan Lindtwed, Financial Director, City of Crookston, 124 N. Broadway, Crookston, MN 56716, Phone (218) 281-4503, rlindtwed@crookston.mn.us . If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or

the State's right to subsequently enforce it.

- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly

furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated

because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

20 **Additional Provisions**

[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
 OFFICE OF AERONAUTICS
 395 JOHN IRELAND BOULEVARD, MS 410
 ST. PAUL, MINNESOTA 55155-1800
 airportdevelopment@state.mn.us

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 22nd day of May, 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION ORDERING THE REPAIR/RAZING OF A HAZARDOUS RESIDENTIAL BUILDING LOCATED AT
103 NELSON STREET NORTH**

WHEREAS: the Public Official for the City of Crookston has received numerous and varied citizens' complaints/statements with respect to the structural integrity of a physical structure in the City of Crookston located at 103 Nelson Street North; and

WHEREAS: the complaints received involved allegations of significant structural damage to the home which exposed portions of the home to the outside elements. Individuals have commented that the home would need a new furnace, a new hot water heater, new plumbing and serious foundation repair due to exposure to the elements; and

WHEREAS: Maeaura Alexander, the owner of the structure located at 103 Nelson Street North has not responded to the Public Official's inquiry on the structure. The public official has attempted to notify Ms. Alexander of this agenda item and has posted a notice on the door to the property; and

WHEREAS: Tanner Holten, Crookston City Attorney and Greg Hefta, City Public Official presented information and photographic depictions of the physical condition of the physical structure located at 103 Nelson Street North; and

WHEREAS: pursuant to Minnesota Statutes Section 463.15 through 463.261, and the City of Crookston Property Maintenance Code the City Council of the City of Crookston finds that the physical structure located at 103 Nelson Street North is hazardous and an unsafe structure based on the substantial information and records received at the May 22, 2023, City Council Meeting and based on the totality of the circumstances as demonstrated by the following reasons:

1. As depicted in a photograph provided by Tri-Valley Opp. Council from the inside of the home, one of the lower foundation walls for the home has failed and collapsed exposing the home to the elements. This fact was confirmed during an independent investigation conducted by the Public Official.
2. Due to this failure, the main floor appears to be tilted which further supports the hazardous nature of this home.

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

1. That pursuant to the foregoing findings and in accordance with Minnesota Statutes, Sections 463.15 through 463.261, the City Council orders the record owner, Maeaura Alexander, of the above hazardous building or their representatives to repair or raze the structure located at 103 Nelson Street North. If the record owner elects to repair the structure these specific corrections must be made:

(Continued)

- a. Repair the collapsed lower foundation wall;
 - b. Repair any other damaged structures that are integral to the structural integrity of the home; and
 - c. Ensure the repaired structure is structurally sound and fit to house humans.
2. That the repairs listed above must all be done within ___ days of May 22, 2023. Considering the emergency nature of this situation, the Council believes this timeline to be reasonable to ensure public safety.
 3. That if repairs are not made within the time provided in (#2 listed above), the structure is ordered to be razed, the foundation, if any, filled, and the property left free of debris, in compliance with all applicable codes and regulations.
 4. That a motion for summary enforcement of the order will be made to the District Court of Polk County in which the hazardous building or property is situated unless corrective action is taken, or unless an answer is filed within the time specified in Minnesota Statutes, Section 463.18.
 5. That in accordance with Minnesota Statutes, Section 463.24, the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within 60 days after the order is served upon the property owner(s). If the property and/or fixtures are not removed and the City enforces the order, the City may sell personal property, fixtures, and/or salvage materials at a public auction after three days posted notice.
 6. If the City must take actions to enforce this order, all enforcements costs will become a judgment against the property owner(s) in accordance with Minnesota Statutes, Section 463.21.
 7. That the City Attorney is authorized to serve this order upon the owner of the premises at 103 Nelson Street North, Crookston, Minnesota, and upon all lienholders of record.
 8. That the City Attorney is authorized to proceed with the enforcement of this order as provided in Minnesota Statutes, Sections 463.15 through 463.261.

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