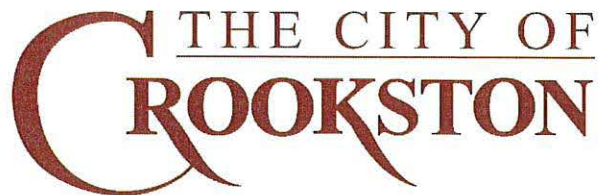


Council Members:

W-1 Kristie Jerde
W-2 Steve Erickson
W-3 Clayton Briggs
At Large - Tom Vedbraaten



Council Members:

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

CITY COUNCIL AGENDA

January 10, 2022 - 7:00 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. City Hall doors will be unlocked at 6:30 p.m. The City's YouTube Channel <https://youtu.be/kRXaUUy9T14>

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 December 27, 2021 City Council meeting.

6.02 Resolution to approve City of Crookston bills and disbursements in the amount of \$285,604.72 Check Nos 67774-67859.

6.03 Resolution to approve Pay Request No 1 for the Reconditioning of the two (2) 30,000 Gallon Filter Pressure Vessels to Classic Protective Coating, Inc.

6.04 Resolution to approve 2022 Gas Fitter and Cement Mason Licenses renewal for 2022.

6.05 Resolution to approve 2022 License Renewal.

6.06 Resolution to authorize the grant contract agreement for Violent Crime Enforcement Teams for the Years 2022 & 2023.

6.07 Resolution to approve Confidence Learning Center Application for Lawful Gambling premise permit at the Eagles.

7. **PUBLIC HEARINGS**

8. **REGULAR AGENDA**

8.01 Resolution to Approve the amended Lake Agassiz Regional Library (LARL) Agreement.

8.02 Resolution Authorization to execute Minnesota Department of Transportation Airport Maintenance and Operation Grant contract.

8.03 Resolution to Authorize the purchase of a directional snow plow loader attachment and increase the Public Works Budget.

8.04 Introduce an Ordinance and First Reading of Chapter 71, entitled "Traffic Rules" by adding the Definition of Utility Task Vehicles.

9. **REPORTS AND STAFF RECOMMENDATION**

10. **ADJOURNMENT**

OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE SECOND REGULAR COUNCIL MEETING OF DECEMBER 27, 2021 COUNCIL CHAMBERS, CITY HALL.

Mayor Stainbrook called the meeting to order at 7:00 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: Steve Erickson, Clayton Briggs, Donald Cavalier, Dylane Klatt, Tom Vedbraaten, Wayne Melbye and Kristie Jerde.

Council Members absent: Joe Kresl

Staff present: Amy Finch, Paul Biermaier, Brandon Carlson, Tim Froeber, Ryan Lindtwed, Chad Palm, Jake Solberg, Ashley Rystad and Darin Selzler.

CROOKSTON FORUM

PRESENTATION AND PUBLIC INFORMATION ANNOUNCEMENT

4.01 Cory Dallager - Explained the Crookston Visitors Bureau Annual Report for 2021. The main accomplishments were producing, printing, and distributing 10,000 Visitors Guides. Also, creating and maintaining the website for the CVB and a few other highlighted accomplishments. Mr. Dallager talked about the CVB's targeted projects with the new entrance signs and welcome bags, and what brings people to Crookston upon guest check ins with each hotel, which will help the CVB with targeted marketing. Other topics in this report were the grant programs, partnerships that developed this year, and the promotion of Crookston and of the Crookston Visitors Bureau.

4.02 Mayor Stainbrook proclaimed Highland Elementary School a "Best Elementary School" for the 2021-2022 school year.

4.03 City Administrator, Amy Finch, read through a list of employees that have reached certain milestones within the City and celebrated them publicly. Five years of service to the City of Crookston: Andrea Prudhomme - Parks & Recreation Department and Katie Hann – Police Department. Fifteen years of service: Shane Heldstab - Fire Department and Shane Mendez – Police Department. Twenty years of service: Kent Ellingson - Fire Department. Twenty- five years of service: Tim Froeber - Fire Department and Dacian Bienek - Police Department. Thank you all, for your years of service to the City of Crookston.

APPROVAL OF AGENDA

Mayor Stainbrook asked if anyone wished to remove anything from the agenda. Deputy City Clerk, Ashley Rystad, stated that under the regular agenda item 8.04, a Resolution approving Eagles Small Cities Development Loan, a change has been made in highlighted area, should be 2022. Also, under the regular agenda remove items 8.05 and 8.06 due to having to cancel the Closed Special Council Meeting for the absence of a Council Member. On motion by Council Member Briggs, seconded by Council Member Jerde, and duly carried to approve the updated agenda.

CONSENT AGENDA

Mayor Stainbrook asked if anyone wished to remove anything from the Consent Agenda. Hearing none, on motion by Council Member Erickson, seconded by Council Member Cavalier, and duly carried to approve the Consent Agenda.

- 6.01** Approve proposed City Council Minutes from December 13, 2021 City Council meeting.
- 6.02** Resolution to approve City of Crookston bills and disbursements in the amount of \$140,134.47 Check Nos 67682-67773. (Res No 27389)
- 6.03** Resolution authorizing Preparation of Preliminary Engineers Report for 2022 Street Improvements. (Res No 27390)

PUBLIC HEARING

REGULAR AGENDA

- 8.01 Motion was made by Council Member Cavalier, seconded by Council Member Briggs; City Administrator, Amy Finch, expressed that she is proud to have an employee that has invested himself and has earned the respect of our community for the Police Department. Lieutenant Darin Selzler has been working closely with our current Chief to help with the operations and develop strategies at the Police Department. Other great compliments were made from other Council Members. It was duly carried to approve Resolution to appoint Darin Selzler as the new Police Chief. (Res No 27391)
- 8.02 Motion was made by Council Member Cavalier, seconded by Council Member Melbye; Public Works Director, Brandon Carlson, explained that roughly around \$123,000 was for the watermain extension down Fisher Avenue. City Engineer, Rich Clauson, also said some of the costs were for culvert replacements and storm sewer drainage and they prorated it. It was duly carried to approve Resolution authorizing the partial payment for the Polk County Highway Department - Project Fisher Avenue - 121-COC-001. (Res No 27392)
- 8.03 Motion was made by Council Member Jerde, seconded by Council Member Briggs; City Attorney, Charles Reynolds, stated that multiple states have been trying to sue the manufacturers of Opioids and they have now reached a settlement. Unfortunately, the City of Crookston will not participate based on the numbers of citizens. However, most counties will receive funds from this settlement and will be allocated to assist counties with education treatment facilities. It was duly carried to approve Resolution approving Participation in Opioid Litigation Settlements. (Res No 27393)
- 8.04 Motion was made by Council Member Vedbraaten, seconded by Council Member Briggs; City Administrator, Amy Finch, briefed the Council on the timeline of the application process with the Eagles for the proposed project. Finance Director, Ryan Lindtwed, went into detail about the scope of the project. After discussion, it was duly carried to approve Resolution approving Eagles Small Cities Development Loan. (Res No 27394)
- 8.05 This agenda item Summary of Closed Meeting from Special City Council Agenda on December 27, 2021 @ 5:30 PM was removed.
- 8.06 This agenda item Resolution to approve City Administrator annual salary was removed.

REPORTS AND STAFF RECOMMENDATIONS

Amy Finch, City Administrator:

- Congratulations to Lieutenant Darin Selzler. He will be a great addition to our department head team.
- I did have a brief meeting with Ag Innovation on their project and talked about the housing inventory and what the needs may be when they are hiring and where their people will stay.
- Thank you to our Park & Recreations and our Public Works staff that have been working long, cold hours to keep our streets and sidewalks clear.
- Brandon did create a snow plow map for the City of Crookston that shows the main and emergency routes.

Paul Biermaier, Police Chief

- Thank you to the city crews for keeping the streets and the sidewalks clean. The Police Department is working with the residents when a vehicle is getting plowed in on the street. The citizen should be cleaning that portion with the snow blower or shoveling. We try to educate first before we have to tow the vehicle.

Brandon Carlson, Public Works Director:

- The filter rehab at the Water Department has been waiting for the paint to cure and move on to the second one hopefully after the New Year.
- The city has been busy clearing and cleaning up the snow with the potential of more snow coming tomorrow. The crew only did a quick pass through the City.

- The downtown parking lots are very troublesome to try and clean. I am trying to come up with ways to give notice to the citizens so the city is able to clean the whole lot and not only some spaces.
- We just started advertising for the street maintenance position. It will be open for the next three weeks.
- Congratulations to Darin.

Jake Solberg, Parks and Recreation Director:

- The CSC has installed pub tables in the lobbies. Thank you to Travis Oliver and the students who helped.
- Pool update: the City did notice that some light fixtures need to be replaced and the water can not be filled back in until those are replaced, but they are on back order.

Chad Palm, IT Director:

- The IT Department has been working hard with our managed service partner to migrate our plans for the City's website and to Microsoft Office 365.
- Also preparing the job description for the hiring of our new IT Technician.

Tim Froeber, Fire Chief:

- The Fire Department has started the hiring process to replace Kent. Tomorrow we will be conducting the written test and physical capabilities test along with interviews.
- Toys for Tots was a success. Thanks to the City staff for all the hard work.
- Reminder to keep our City fire hydrants clear during this recent snowfall.
- Please remember that CO detectors save lives and if anyone can't afford them, please call the Fire Department.

REPORTS FROM CITY COUNCIL MEMBERS

Kristie Jerde, Council Member 1st Ward,

- Congratulations to Darin and Chris and Brandon. Good job. Happy New Years!

Steve Erickson, Council Member 2nd Ward,

- Thank you to the public for supporting downtown local businesses. Saturday and Sunday were really busy. Congratulations Darin and Chris. Happy New Year!

Clayton Briggs, Council Member 3rd Ward,

- Congratulations to Lieutenant it's well deserved and everyone stay safe with the snow removal.

Donald R Cavalier, Council Member 4th Ward,

- Thank you to Mr. Trostad out at Highland School. Welcome Lieutenant Darin Selzler. Happy Holiday Season!

Joe Kresl, Council Member 5th Ward,

- No report

Dylane Klatt, Council Member 6th Ward,

- Congratulations to Darin and Chris for the school. Thanks for all your hard work. Thank you to Brandon and the crew.

Tom Vedbraaten, Council Member-at-Large,

- Congratulations to Darin and Chris for the school. Thanks for all your hard work. Happy New Year to everyone!

Wayne Melbye, Council Member-at-Large,

- No Report

Mayor Dale Stainbrook

- Darin, it's a great fit for our City to have you as our next Chief. Also, hats off to Chris and his staff, excellent job. Brandon, please thank your crew again. Tina, you're more than welcome to come to more meetings. Happy New Year!

ADJOURNMENT

Mayor Stainbrook declared the meeting adjourned at 8:06pm.

Dale Stainbrook, Mayor

Ashley Rystad, Deputy City Clerk

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____

RESOLUTION TO APPROVE THE CITY OF CROOKSTON BILLS AND DISBURSEMENTS

IT IS RESOLVED, 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 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 _____, 2022, at

Attest:

Dale Stainbrook Mayor

Ashley Rystad Deputy City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2606	EFTPS							
	I-T1 202112294704	FEDERAL TAX WITHHOLDING	D 12/31/2021	12,833.40		000821		
	I-T3 202112294704	FICA TAX WITHHOLDING	D 12/31/2021	10,163.42		000821		
	I-T4 202112294704	MEDICARE TAX WITHHOLDING	D 12/31/2021	4,070.48		000821		27,067.30
2607	MN DEPT OF REVENUE							
	I-T2 202112294704	STATE TAX WITHHOLDING	D 12/31/2021	6,343.69		000822		6,343.69
2681	MN STATE RETIREMENT SYSTEM							
	I-SP2202112294704	HEALTH CARE SAVINGS PLAN	D 12/31/2021	453.76		000823		453.76
1550	P.E.R.A.							
	I-P-C202112294704	PERA WITHHOLDING	D 12/31/2021	10,798.79		000824		
	I-PPF202112294704	PERA WITHHOLDING	D 12/31/2021	17,295.59		000824		28,094.38
0048	AMERICAN FAMILY LIFE ASSURANCE							
	I-AA1202112034655	AFLAC WITHHOLDING	D 12/30/2021	9.99		000825		
	I-AA1202112174703	AFLAC WITHHOLDING	D 12/30/2021	9.99		000825		
	I-AA4202112034655	AFLAC WITHHOLDING	D 12/30/2021	93.82		000825		
	I-AA4202112174703	AFLAC WITHHOLDING	D 12/30/2021	93.82		000825		
	I-AP1202112034655	AFLAC WITHHOLDING	D 12/30/2021	116.20		000825		
	I-AP1202112174703	AFLAC WITHHOLDING	D 12/30/2021	116.32		000825		
	I-AP2202112034655	AFLAC WITHHOLDING	D 12/30/2021	186.30		000825		
	I-AP2202112174703	AFLAC WITHHOLDING	D 12/30/2021	185.82		000825		
	I-AP3202112034655	AFLAC WITHHOLDING	D 12/30/2021	55.86		000825		
	I-AP3202112174703	AFLAC WITHHOLDING	D 12/30/2021	25.86		000825		
	I-AP3202112304705	AFLAC WITHHOLDING	D 12/30/2021	30.00		000825		
	I-AP5202112034655	AFLAC WITHHOLDING	D 12/30/2021	3.25		000825		
	I-AP5202112174703	AFLAC WITHHOLDING	D 12/30/2021	3.25		000825		
	I-AP6202112034655	AFLAC WITHHOLDING	D 12/30/2021	52.02		000825		
	I-AP6202112174703	AFLAC WITHHOLDING	D 12/30/2021	52.02		000825		
	I-AP7202112034655	AFLAC WITHHOLDING	D 12/30/2021	37.00		000825		
	I-AP7202112174703	AFLAC WITHHOLDING	D 12/30/2021	37.00		000825		
	I-DEC 2021 ADJ	DEC 2021 ADJ	D 12/30/2021	0.28		000825		1,108.80
3684	COLONIAL LIFE							
	I-CA1202112034655	COLONIAL WITHHOLDING	D 12/30/2021	18.40		000826		
	I-CA1202112174703	COLONIAL WITHHOLDING	D 12/30/2021	18.40		000826		
	I-CA2202112034655	COLONIAL WITHHOLDING	D 12/30/2021	74.14		000826		
	I-CA2202112174703	COLONIAL WITHHOLDING	D 12/30/2021	74.14		000826		
	I-CA3202112034655	COLONIAL WITHHOLDING	D 12/30/2021	50.83		000826		
	I-CA3202112174703	COLONIAL WITHHOLDING	D 12/30/2021	50.83		000826		
	I-CHEDA DEC 2021	CHEDA DEC 2021	D 12/30/2021	131.30		000826		
	I-CP1202112034655	COLONIAL WITHHOLDING	D 12/30/2021	147.91		000826		
	I-CP1202112174703	COLONIAL WITHHOLDING	D 12/30/2021	147.91		000826		
	I-CP2202112034655	COLONIAL WITHHOLDING	D 12/30/2021	62.71		000826		
	I-CP2202112174703	COLONIAL WITHHOLDING	D 12/30/2021	62.71		000826		
	I-CP3202112034655	COLONIAL WITHHOLDING	D 12/30/2021	14.13		000826		

VENDOR SET: 01 City of Crookston
 BANK: AP BREMER BANK, N.A. -- AP
 DATE RANGE: 12/29/2021 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-CP3202112174703		COLONIAL WITHHOLDING	D	12/30/2021	14.13		000826
	I-CP4202112034655		COLONIAL WITHHOLDING	D	12/30/2021	41.91		000826
	I-CP4202112174703		COLONIAL WITHHOLDING	D	12/30/2021	41.91		000826
								951.36
2853	DELTA DENTAL							
	C-DPT202112294704		DELTA DENTAL WITHHOLDING	D	12/30/2021	60.00CR		000827
	I-BARNES DEC 21		BARNES DEC 21	D	12/30/2021	55.40		000827
	I-CHEDA JAN 2022		CHEDA JAN 2022	D	12/30/2021	170.00		000827
	I-DPF202112034655		DELTA DENTAL WITHHOLDING	D	12/30/2021	722.50		000827
	I-DPF202112174703		DELTA DENTAL WITHHOLDING	D	12/30/2021	722.50		000827
	I-DPT202112034655		DELTA DENTAL WITHHOLDING	D	12/30/2021	615.00		000827
	I-DPT202112174703		DELTA DENTAL WITHHOLDING	D	12/30/2021	615.00		000827
	I-FREDRICK DEC 21		FREDRICK DEC 21	D	12/30/2021	183.50		000827
								3,023.90
0194	NWSC/MEDICA							
	C-LEE JAN 22		LEE JAN 22	D	12/30/2021	1,278.00CR		000828
	I-BOUTWELL JAN 22		BOUTWELL JAN 22	D	12/30/2021	922.12		000828
	I-CHEDA JAN 22		CHEDA JAN 22	D	12/30/2021	2,910.16		000828
	I-HD3202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	727.54		000828
	I-HD3202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	437.54		000828
	I-HD3202112304706		HEALTH INS WITHHOLDING	D	12/30/2021	290.00		000828
	I-HD6202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	1,048.82		000828
	I-HD6202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	1,048.82		000828
	I-HD7202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	595.21		000828
	I-HD7202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	595.21		000828
	I-HD8202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	1,984.02		000828
	I-HD8202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	1,984.02		000828
	I-HD8202112294704		HEALTH INS WITHHOLDING	D	12/30/2021	132.26		000828
	I-HF3202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	2,104.34		000828
	I-HF3202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	2,104.34		000828
	I-HF6202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	1,516.82		000828
	I-HF6202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	1,516.82		000828
	I-HS3202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	7,376.96		000828
	I-HS3202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	7,376.96		000828
	I-HS6202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	6,314.27		000828
	I-HS6202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	6,314.27		000828
	I-HS7202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	1,885.95		000828
	I-HS7202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	1,885.95		000828
	I-HS8202112034655		HEALTH INS WITHHOLDING	D	12/30/2021	2,933.77		000828
	I-HS8202112174703		HEALTH INS WITHHOLDING	D	12/30/2021	2,933.77		000828
								55,661.94
4456	VSP							
	C-VE 202112294704		VSP WITHHOLDING	D	1/06/2022	16.08CR		000829
	I-CHEDA JAN 2022		CHEDA JAN 2022	D	1/06/2022	61.12		000829
	I-VC 202112034655		VSP WITHHOLDING	D	1/06/2022	46.60		000829
	I-VC 202112174703		VSP WITHHOLDING	D	1/06/2022	61.22		000829
	I-VE 202112034655		VSP WITHHOLDING	D	1/06/2022	176.88		000829
	I-VE 202112174703		VSP WITHHOLDING	D	1/06/2022	172.86		000829

VENDOR SET: 01 City of Crookston
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 DATE RANGE: 12/29/2021 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	MAYGRA, JUSTIN							
I-20211223-REISSUE	REISSUE 65406	R	12/30/2021	73.56		067786		73.56
1930	POLK COUNTY HIGHWAY DEPT							
I-11-4-21	FISHER AVB PROJECT 121-COC-001	R	12/30/2021	154,642.18		067787		154,642.18
2506	VERIZON WIRELESS							
I-9895134551	PD DATA SERVICES 12/16-01/15	R	12/30/2021	180.05		067788		180.05
0021	ADVANCED TIRE & AUTO SERV. LLC							
I-42973	TOW	R	1/05/2022	60.00		067789		
I-42994	OIL CHANGE 21 EXPLORER	R	1/05/2022	44.41		067789		104.41
0068	AMERICAN TEST CENTER, INC							
I-2212740	BUCKET TRUCK TEST	R	1/05/2022	450.00		067790		
I-2212741	L-3 / GROUND LADDER TESTING	R	1/05/2022	1,256.00		067790		1,706.00
0106	ASCAP							
I-100005810242	2022 LICENSE -ACCT# 500728059	R	1/05/2022	390.00		067791		390.00
2200	AUTO VALUE OF CROOKSTON							
C-76189724	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	26.00CR		067792		
I-76189707	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	521.94		067792		
I-76189708	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	7.98		067792		
I-76189744	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	27.32		067792		
I-76189771	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	41.97		067792		
I-76189848	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	9.98		067792		
I-76189918	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	21.98		067792		
I-76189951	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	41.98		067792		
I-76190140	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	561.12		067792		
I-76190227	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	7.49		067792		
I-76190274	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	47.70		067792		
I-76190408	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	128.36		067792		
I-76190417	OIL & OIL FILTER	R	1/05/2022	54.65		067792		
I-76190429	OIL	R	1/05/2022	33.97		067792		
I-76190453	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	57.99		067792		
I-76190549	STREET SHOP PARTS/SUPPLIES	R	1/05/2022	35.99		067792		
I-76191027	WINDSHIELD WIPER	R	1/05/2022	49.98		067792		1,624.40
4380	RANI & NITEEN BHATTACHARYYA							
I-20211231	2021 TAX ABATEMENT- 82.03514.0	R	1/05/2022	4,829.96		067795		4,829.96
4467	BRENNAN'S GARAGE LLC							
I-119490	E2P TOWING	R	1/05/2022	612.50		067796		612.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0364	CASA							
I-20220101	CASA-1ST QTR CONTRIBUTION	R	1/05/2022	26,325.00		067797		26,325.00
3911	CENTURYLINK							
I-20211222	523 FAIRFAX SERVICES01/21/2022	R	1/05/2022	50.57		067798		50.57
0372	CROOKSTON HOUSING & ECONOMIC D							
I-30718671	GREAT AMERICA FINANC CONTRACT	R	1/05/2022	126.54		067799		126.54
3184	CINTAS CORPORATION							
I-4104829524	MAT -WATER	R	1/05/2022	3.84		067800		
I-4104829639	LINEN SERVICES	R	1/05/2022	17.97		067800		
I-4104829668	JANITOR SUPPLIES	R	1/05/2022	28.00		067800		49.81
4468	CLASSIC PROTECTIVE COATINGS, I							
I-RESOLUTION	PAY REQUEST NO 1 - VESSELS	R	1/05/2022	169,575.00		067801		169,575.00
0337	COLE PAPERS INC.							
I-10081115	CITY HALL SUPPLIES	R	1/05/2022	84.31		067802		84.31
1459	COMM OF FINANCE, TREAS DIV							
I-20211228	P2P 10% SEIZED FUNDS C21000737	R	1/05/2022	51.00		067803		51.00
4067	CORE & MAIN LP							
I-Q066251	DISTRIBUTION REPAIRS	R	1/05/2022	445.25		067804		445.25
0363	CROOKSTON BUILDING CENTER							
I-277827	TILE CLEANER	R	1/05/2022	21.49		067805		
I-277921	PLYWOOD	R	1/05/2022	69.58		067805		91.07
0389	CROOKSTON FUEL CO.							
I-20211231-WATER	FUEL - WATER	R	1/05/2022	1,463.32		067806		1,463.32
3400	CROOKSTON HARDWARE HANK							
C-A212195	CREDIT/WRONG VENDOR PAID	R	1/05/2022	19.47CR		067807		
I-62449/2	OUTLET BOXES-CSC	R	1/05/2022	15.98		067807		
I-62472/2	BATTERIES	R	1/05/2022	15.99		067807		
I-62605/2	CLEANING SUPPLIES	R	1/05/2022	22.47		067807		34.97
0425	CROOKSTON PAINT & GLASS							
I-57453	PAINT & SUPPLIES -ALARM ROOM	R	1/05/2022	118.94		067808		118.94
4388	CROOKSTON VISITORS BUREAU							
I-20211231	NOVEMBER 2021 LODGING TAX	R	1/05/2022	4,281.57		067809		4,281.57

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0470	CROOKSTON WELDING INC.							
I-033291	FUEL FILTER	R	1/05/2022	16.34		067810		
I-033393	COUPLER/ADAPTER	R	1/05/2022	34.45		067810		
I-033764	STREET SHOP SUPPLIES	R	1/05/2022	22.49		067810		73.28
0965	GRAND FORKS FIRE EQUIPMENT							
I-33773	FIRE HOSE/ PRESSURIZED	R	1/05/2022	207.50		067811		
I-33777	KEY FIRE HOSE BIG	R	1/05/2022	1,308.00		067811		1,515.50
4443	HAGL SERVICES LLC							
I-20211231	SERVICES 12/1/2021- 12/31/2021	R	1/05/2022	1,560.00		067812		1,560.00
1043	HAWKINS, INC							
I-6082082	CHEMICALS-POOL	R	1/05/2022	2,525.81		067813		2,525.81
1006	HN QUALITY PLUMBING INC.							
I-41072	PAINT/ FIX URINAL	R	1/05/2022	186.70		067814		186.70
4381	JOAN HOLMBERG & ANITA BREKKEN							
I-20211261	2021 TAX ABATE- 82.02672.02	R	1/05/2022	2,110.63		067815		2,110.63
9193	HUMANE SOCIETY OF POLK CO INC							
I-20211231	MONTHLY LEASE & IMPOUND FEES	R	1/05/2022	250.00		067816		250.00
4246	INDEPTH INSPECTIONS. LLC							
I-209427	PROFESSIONAL SERVICES 2/12/21	R	1/05/2022	2,275.00		067817		2,275.00
3714	INNOVATIVE OFFICE SOLUTIONS, L							
C-SCN-109936- CREDIT	COMMUNITY DEVELOPEMENT- SUPPLY	R	1/05/2022	6.80CR		067818		
C-SCN-109936-CREDIT	OFFICE SUPPLIES- VTP- REFUND	R	1/05/2022	6.80CR		067818		
I-IN3551237	OFFICE SUPPLIES- VTP/ COM	R	1/05/2022	355.56		067818		
I-IN3567369	MISC SUPPLIES- CITY HALL	R	1/05/2022	30.37		067818		
I-IN3567370	OFFICE SUPPLIES-ADMIN	R	1/05/2022	38.62		067818		410.95
1139	IPMA							
I-INV-65774-J7P8B2	NEW FT FIREFIGHTER TESTS	R	1/05/2022	357.00		067819		357.00
4382	KURITA AMERICA INC							
I-INV643466	WATER PLANT EXPENSE	R	1/05/2022	130.30		067820		
I-INV646724	WATER PLANT EXPENSE	R	1/05/2022	462.59		067820		592.89
4415	RYAN LINDTWED							
I-20211231	REIMB/CARPET,BLINDS&FILE BINS	R	1/05/2022	996.22		067821		996.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1836 I-20211224	SHANE MENDEZ 2021 CLOTHING ALLOWANCE	R	1/05/2022	311.48		067822		311.48
1397 I-22408	MILLER AIRCRAFT SERVICE INC. AUG- OCT 2021	R	1/05/2022	1,605.00		067823		1,605.00
1487 I-00000685276	MN DEPT OF PUBLIC SAFETY CJDN STATE ACCESS 10/1-12/31	R	1/05/2022	270.00		067824		270.00
1537 I-20220101	MN RURAL WATER ASSOCIATION MEMBERSHIP DUES 2022	R	1/05/2022	300.00		067825		300.00
1750 I-236904	NORTHERN LUMBER BUILDING MATERIALS -FIRE	R	1/05/2022	461.90		067826		461.90
4178 I-393638	WADE OLSON WINDSHIELD COVER	R	1/05/2022	20.00		067827		20.00
4377 I-20211231	CHRISTOPHER & BRITTNEY OSEN 2021 TAX ABATEMENT 82.03957.00	R	1/05/2022	2,703.27		067828		2,703.27
0657 I-20211228	POLK COUNTY ATTORNEY P2P 20% SEIZED FUNDS C21000737	R	1/05/2022	102.00		067829		102.00
1925 I-20211231	POLK COUNTY TAXPAYER SERVICE C ELECTION EQUIP YEAR 4 OF 10	R	1/05/2022	8,940.60		067830		8,940.60
1935 I-31101	POLK COUNTY TRANSFER STATION DEMO	R	1/05/2022	6.14		067831		6.14
0199 I-452852	RAILROAD MANAGEMENT COMPANY II 4/22-4/23 LICENSE FEE PIPELINE	R	1/05/2022	692.11		067832		692.11
3693 I-940707	RUBEN J RESENDIZ DECEMBER 2021- BOILER	R	1/05/2022	600.00		067833		600.00
3834 I-D025426 I-D025539	RMB ENVIRONMENTAL LABORATORIES CHEMICALS CHEMICALS	R R	1/05/2022 1/05/2022	25.00 80.00		067834 067834		105.00
2437 I- A212195 I-A214545	SCOTT'S TRUE VALUE HARDWARE PAINT/PARK DEPT TRASH CANS AND SEAFOAM	R R	1/05/2022 1/05/2022	19.47 72.95		067835 067835		92.42

VENDOR SET: 01 City of Crookston
 BANK: AP BREMER BANK, N.A. - AP
 DATE RANGE:12/29/2021 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0745	DARIN SELZLER							
I-20211203	TRAVEL REIMBURSEMENT	R	1/05/2022	62.26		067836		
I-20211222	2021 CLOTHING ALLOWANCE	R	1/05/2022	222.44		067836		284.70
2319	STUARTS TOWING							
I-008648	P2P/TOWING CASE 21000974	R	1/05/2022	100.00		067837		100.00
4273	SUNSET LAW ENFORCEMENT							
I-0005949-IN	FIREARMS DUTY	R	1/05/2022	3,749.00		067838		3,749.00
4272	THE MEADOWS LLC							
I-20211231	2021 TAX ABATE	R	1/05/2022	47,794.36		067839		47,794.36
2768	TITAN MACHINERY							
I-16436896-GP	FLOW BLADE/RANGER/PUSH TUBE	R	1/05/2022	812.97		067840		
I-16469295-GP	TRUCK FILTERS- FIRE	R	1/05/2022	113.95		067840		926.92
2478	U. S. POSTMASTER							
I-20220103	WATER DEP POSTAGE JAN 2022	R	1/05/2022	800.00		067841		800.00
3123	VALLEY ELECTRIC OF CROOKSTON, TOWN SQUARE SERVICE							
I-6164		R	1/05/2022	502.95		067842		502.95
0400	VALLEY PLAINS EQUIPMENT							
I-3140932	OIL	R	1/05/2022	494.45		067843		494.45
2506	VERIZON WIRELESS							
I-9895702915	SERVICES 12/23-01/22/2022	R	1/05/2022	551.42		067844		
I-9895702915-2	SERVICES 01/01/2022-01/22/2022	R	1/05/2022	888.39		067844		1,439.81
3706	VERIZON WIRELESS - VSAT							
I-21535088-49064309	P2P TRACKING	R	1/05/2022	50.00		067846		50.00
4376	BRETT VIBETO							
I-20211231	2021 TAX ABATE- 82.03951.00	R	1/05/2022	4,771.02		067847		4,771.02
2545	WIDSETH SMITH NOLTING & ASSOC, GIS SERVICES- THUR 12-10-2021							
I-214608		R	1/05/2022	287.50		067848		287.50
2585	YE OLE PRINT SHOPPE INC							
I-42409	BUSINESS CARDS- FROEBER	R	1/05/2022	58.00		067849		58.00
2600	ZIEGLER INC.							
C-CM000044168	ALTERNATOR- WORN	R	1/05/2022	650.35CR		067850		
I-IN000349764	GRADER PARTS	R	1/05/2022	2,481.58		067850		
I-IN000358487	FLOW PARTS	R	1/05/2022	1,678.76		067850		
I-IN000364481	CUTTING EDGE	R	1/05/2022	3,413.20		067850		
I-IN000369017	LAMP	R	1/05/2022	167.60		067850		7,090.79

VENDOR SET: 01 City of Crookston
 BANK: AP BREMER BANK, N.A. - AP
 DATE RANGE: 12/29/2021 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3184 I-4104829613	CINTAS CORPORATION RUGS -AIRPORT	R	1/06/2022	35.82		067851		35.82
1013 I-37788	HALL-BRITE INC. BULBS/AIRPORT SUPPLIES	R	1/06/2022	468.58		067852		468.58
4288 I-20220102	BLAKE KAWLEWSKI 2022 CLOTHING ALLOWANCE	R	1/06/2022	119.99		067853		119.99
2710 I-13989	KUSTOM KOLLISION Crox City Signs/Remimburse CVB	R	1/06/2022	2,200.00		067854		2,200.00
1333 I-20211213	MARSHALL AND POLK RURAL WATER WATER -AIRPORT	R	1/06/2022	27.40		067855		27.40
1397 I-22391	MILLER AIRCRAFT SERVICE INC. DEC 2021 FUEL	R	1/06/2022	2,525.11		067856		2,525.11
4469 I-1464	OUTDOOR SOLUTIONS OF NW MINNES Dirt/Rock Repair/CVB	R	1/06/2022	495.00		067857		495.00
1872 I-20211201 I-20211201-1	EKM ELECTRIC 8904803 11/1-12/1/2021 8906701 10/30-11/30/2021	R R	1/06/2022 1/06/2022	59.00 58.00		067858 067858		 117.00
2100 I-20211228-AIRPORT	REGIONAL SANITATION SERV INC GARBAGE -AIRPORT	R	1/06/2022	169.86		067859		169.86

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	80	486,405.23	0.00	486,405.23
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	123,416.67	0.00	123,416.67
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
			89	609,821.90	0.00	609,821.90
BANK: AP	TOTALS:		89	609,821.90	0.00	609,821.90
REPORT TOTALS:			89	609,821.90	0.00	609,821.90

CK # 67774-67859
 - Resolution 27392 \$154,642.18
 - Resolution \$169,575.00

Total= \$285,604.72

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION APPROVING PARTIAL PAYMENT ESTIMATE NO. 1 THE RECONDITIONING OF THE TWO (2) 30,000 GALLON FILTER PRESSURE VESSELS TO CLASSIC PROTECTIVE COATING, INC.

Classic Protective Coating, Inc

N7670 State Hwy 25
Menomonie, WI 54751

WHEREAS, the City of Crookston entered into an agreement with Classic Protective Coating, Inc for Cleaning, Repairing and Painting two filters pressure vessels, and

WHEREAS, the contractor has completed work totaling \$169,575.00. KLM Engineering, Inc recommends the City of Crookston to approve this Pay Request and,

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

Partial Payment Estimate No. 1 to Classic Protective Coating, Inc in the amount of \$169,575.00 is hereby approved and the City Administrator is authorized to sign the payment application.

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 _____, 2022, at

Attest:

Dale Stainbrook Mayor

Ashley Rystad Deputy City Clerk



December 29, 2021

Brandon Carlson
Water Superintendent
124 North Broadway
Crookston, MN 56716

By Email

RE: Pay Request No. 1 for the Reconditioning of the Two (2) 30,000 Gallon Filter Pressure Vessels located in Crookston, Minnesota.

KLM Project No. 3159-20;4110-20

Dear Mr. Carlson,

Classic Protective Coatings, Inc. has submitted Pay Request No.1 in the amount of \$169,575.00. KLM recommends the City of Crookston approve this Pay Request.

If you have any questions, please contact me at 651-755-8664.

Sincerely,

KLM Engineering, Inc.

SIGNED ORIGINAL

Scott J. Kriese
Project Supervisor

SK/TK

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner:
 City of Crookston
 124 North Broadway
 Crookston, MN 56716

Project: Cleaning, Repairing, and Painting
 Two 30,000 Gallon Filter
 Pressure Vessels
 Water Treatment Plant

From Contractor:
 Classic Protective Coatings, Inc
 N7670 State Hwy 25
 Menomonie WI 54751

Via Engineer:
 KLM Engineering

Contract for: Cleaning, Repairing, and Painting 200,000 elevated Reservoir Tower 1

Application #: 1

Period to: 12/28/2021

Project #: 3159-20

Contract Date: 11/10/2021

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1 ORIGINAL CONTRACT SUM	\$	<u>491,958.00</u>
2 Net change by Change orders (see summary below)	\$	<u>28,240.00</u>
3 CONTRACT SUM TO DATE (Line 1 plus or minus Line 2)	\$	<u>520,198.00</u>
4 TOTAL COMPLETED TO DATE (Column F on continuation sheet)	\$	<u>178,500.00</u>
RETAINAGE:		
5 <u>5</u> % of Complete Work (column F on continuation sheet)	\$	<u>8,925.00</u>
6 TOTAL EARNED LESS RETAINAGE: (line 4 less line 5)		<u>169,575.00</u>
7 PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Prior Certificate)		<u> </u>
8 CURRENT PAYMENT DUE (line 6 less line 7)	\$	<u>169,575.00</u>
9 BALANCE TO FINISH, INCLUDING RETAINAGE (line 3 less line 6)	\$	<u>350,623.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	
Total approved this Month	28,240.00	
TOTALS	28,240.00	0.00
NET CHANGES by Change Order	28,240.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: **SIGNED ORIGINAL** Date: 12/28/2021

State of: Wisconsin County of: Dunn

Subscribed and sworn to before me, this 28 day of December, 2021
 Notary Public: My commission expires: December 14, 2024

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 169,575.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Scott Kriese Date: 12/29/21

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO APPROVE 2022 LICENSE RENEWALS

NOW, THEREFORE, IT IS RESOLVED, that licenses of the City for the year 2022, 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, to-wit:

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.

GAS FITTING LICENSE

Adams Heating & Cooling
 Altepeter Technical Services
 Arnold Heating & Cooling
 CHS Ag Services
 Custom Aire, Inc
 Grove Mechanical
 HN Quality Plumbing
 Lunseth Plumbing & Heating
 Custom HVAC INC-dba Bears Home Solution
 Proulx Refrigeration
 Vilandre Heating & Air
 Wilcox Plumbing & Heating
 McFarlane Inc
 Economy Plumbing

CEMENT MASON LICENSE

City of Crookston
 Tony L Anderson Construction
 Palmer Masonry & Concrete

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 _____, 2022, at

Attest:

Ashley Rystad
Deputy City Clerk

Dale Stainbrook
Mayor

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO APPROVE 2022 LICENSE RENEWALS

NOW, THEREFORE, IT IS RESOLVED, that licenses of the City for the year 2022, 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, to-wit:

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.

GARBAGE HAULING LICENSE

Alternative Sanitation
Regional Sanitation Services

THEATER LICENSE

Moore Family Theatres Inc

VIDEO/DART MACHINE, JUKE BOX, POOL TABLE, ARCADE, EXHIBITION LICENSE

MPT Enterprises/ IC Muggs
Two Captains INC/ Crooks
National Entertainment Network LLC/ Walmart
WORK Inc/ Happy Joes Pizza

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 _____, 2022, at

Attest:

Dale Stainbrook Mayor

Ashley Rystad Deputy City Clerk

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO AUTHORIZE THE GRANT CONTRACT AGREEMENT FOR VIOLENT CRIME ENFORCEMENT TEAMS FOR THE YEARS 2022 & 2023

WHEREAS, the City of Crookston and the Office of Justice Programs in the Minnesota Department of Public Safety enter into a Cooperative grant agreement No. A-VCET-2022-CROOKSPD-004 and

IT IS RESOLVED BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA to enter into a Cooperative Grant agreement No. A-VCET-2017-CROOKSPD-004 with the Office of Justice Programs in the Minnesota Department of Public Safety for the purpose to fund Violent Crime Enforcement Teams for the years 2022-2023.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are authorized to execute such agreements and amendments, 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 _____, 2022, at

Attest:

_____ Mayor

Dale Stainbrook

_____ Deputy City Clerk

Ashley Rystad



Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Violent Crime Enforcement Teams 2022 Grant Contract Agreement No.: A-VCET-2022-CROOKSPD-004
Grantee: City of Crookston, Police Department 321 West Robert Street Crookston, Minnesota 56716	Grant Contract Agreement Term: Effective Date: 1/1/2022 Expiration Date: 12/31/2023
Grantee's Authorized Representative: Chief Paul Biermaier City of Crookston, Police Department 321 West Robert Street Crookston, Minnesota 56716 (218) 281-3111 pbiermaier@crookston.mn.us	Grant Contract Agreement Amount: Original Agreement \$531,000.00 Matching Requirement \$0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7322 Kristin.lail@state.mn.us	Federal Funding: CFDA None FAIN: None State Funding: Minnesota Session Laws of 2021, 1 st Special Session, Chapter 11, Article 1, Section 14, Subdivision 7 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Violent Crime Enforcement Teams 2022 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Violent Crime Enforcement Teams 2022 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./P.O. No. A-VCET-2022-CROOKSPD-004 /3-77373

Project No. (indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: Dale Stainbrook

Title: Mayor

Date: _____

Signed: _____

Print Name: Amy Finch

Title: City Administrator

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

1. Time limitations on funding use:

\$265,500.00 is available from January 1, 2022 through June 30, 2023,

\$265,500.00 is available from July 1, 2022 through December 31, 2023.

Violent Crime Enforcement Teams 2022

EXHIBIT A

Organization: Crookston Police Department

A-VCET-2022-CROOKSPD-004

Budget Summary

Violent Crime Enforcement Teams: Pine to Prairie Drug Task Force				
Budget Category		Award		
Personnel				
Salary Reimbursement		\$357,440.00		
Total		\$357,440.00		
Office Expenses				
Office Expenses		\$32,600.00		
Total		\$32,600.00		
Contract Services				
Cell Phone Contracts		\$26,000.00		
Covert Equipment		\$14,832.74		
Liability Insurance		\$40,000.00		
MOCIC		\$300.00		
Record Management System		\$18,827.26		
Total		\$99,960.00		
Training				
Training Expenses		\$24,000.00		
Total		\$24,000.00		
Confidential Funds				
CI Funds		\$17,000.00		
Total		\$17,000.00		
Total		\$531,000.00		

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____

**RESOLUTION TO APPROVE CONFIDENCE LEARNING CENTER
APPLICATION FOR LAWFUL GAMBLING PREMISE PERMIT AT THE EAGLES**

WHEREAS, the Department of Gaming, Gambling Control Division, requires the Local Government to pass a resolution specifically approving or denying a Minnesota Lawful Gambling Premises Permit Application, and

WHEREAS, the Confidence Learning Center has submitted a Minnesota Lawful Gambling Premise Permit Application to the City of Crookston.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA TO shall approve the Minnesota Lawful Gambling Premise Permit Application to Confidence Learning Center, East Gull Lake, Minnesota. Premise: Crookston Eagles, 105 S Broadway, Crookston, MN. Date: March 5, 2022.

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 _____, 2022, at

Attest:

Ashley Rystad
Deputy City Clerk

Dale Stainbrook
Mayor

ORGANIZATION INFORMATION

Organization Name: Confidence Learning Center License Number: _____
Address: 1620 Mary Fawcett Memorial Drive City: East Gull Lake, MN Zip: 00691
Chief Executive Officer (CEO) Name: Jeffrey Olson Daytime Phone: 218-828-2344
Gambling Manager Name: Travis Grossman Daytime Phone: 218-828-2344

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 3 / 5 / 22 to 3 / 5 / 22

Check the type of games that will be conducted:

- Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Crookston Eagles Club

Street address and City (or township): 105 S Broadway, Crookston Zip: 56716 County: Polk

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

SIGNED ORIGINAL

Lessor's Signatu

Date: 4/5/22

Print Lessor's Name: Matt Parnow

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<p>City Name: <u>City Of Crookston</u></p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; margin: 20px auto; width: fit-content;"> <p>Local unit of government must sign.</p> </div>	<p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

SIGNED ORIGINAL

Signature of CEO (must be CEO's signature; designee may not sign)

12/9/21
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: **651-639-4032**

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION - Amended Lake Agassiz Regional Library (LARL) Agreement

WHEREAS, the City of Crookston is a member of the Lake Agassiz Regional Library (LARL), a single library system.

WHEREAS, LARL desires to obtain Property, Liability, and Worker’s Compensation Insurance through the Minnesota Counties Intergovernmental Trust (MCIT).

WHEREAS, in order to obtain Property, Liability, and Workers’ Compensation Insurance through the Minnesota Counties Intergovernmental Trust (MCIT), LARL must amend the original Joint Powers Agreement which created LARL.

WHEREAS, it is necessary the Amended LARL Joint Powers Agreement include language and provisions with respect to creating a “single governmental entity” for purposes of liability pursuant to Minnesota Statute Section 471.59 Subd. 1a (a).

WHEREAS, for the purposes of Minnesota Statute Section 471.59 Subd. 1a (a), the City of Crookston expressly declines responsibility for acts or omissions of the other parties to the LARL Joint Powers Agreement as amended.

WHEREAS, the Lake Agassiz Regional Library Joint Powers Board shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to the Joint Powers Agreement. LARL Joint Powers shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statute Section 466.

WHEREAS, the Lake Agassiz Regional Joint Powers Board shall fully defend, indemnify, and hold harmless the parties against all claims, losses, liabilities, suits, judgements, costs, and expenses by reason of the actions or inactions of the board and/or employees and/or agents of the LARL Joint Powers Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of the limitations on liability provided pursuant to Minnesota Statute Section 466.04.

WHEREAS, to the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as “cooperative activity” and it is the intent of the parties that they shall be deemed “a single governmental unit” for the purposes of liability as set forth in Minnesota Statute Section 471.59 Subd. 1a (a); provided further that for purposes of that statute, each party to this agreement expressly declines responsibility for the acts or omissions of the other party.

WHEREAS, the parties to this agreement are not liable for the acts or omissions of the other participants to this agreement except to the extent to which they have agreed in writing to be responsible for the acts or omission of the other parties.

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

Participation in LARL strengthens and improves public library services for the City of Crookston. The City of Crookston supports, agrees to, and opts into the Amended LARL Joint Powers Agreement. The Amended Lake Agassiz Regional Library Joint Powers Agreement relating to library services is hereby approved by the City of Crookston. City staff including the Mayor and City Administrator are hereby authorized to take such measures as necessary to execute the Amended Lake Agassiz Regional Library Joint Powers Agreement.

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 _____, 2022, at

Attest:

Ashley Rystad
Deputy City Clerk

Dale Stainbrook
Mayor



**Lake Agassiz Regional Library
Joint Powers Agreement**

AGREEMENT

WHEREAS, The Board of County Commissioners of Becker County, Minnesota; and the City Council of the City of Breckenridge, Minnesota; and the Board of County Commissioners of Clay County, Minnesota; and the Board of County Commissioners of Clearwater County, Minnesota; and the City Council of the City of Crookston, Minnesota; and the City Council of the City of Detroit Lakes, Minnesota; and the Board of County Commissioners of Mahnomen County, Minnesota; and the City Council of the City of Mahnomen, Minnesota; and the City Council of the City of Moorhead, Minnesota; and the Board of County Commissioners of Norman County, Minnesota; and the Board of County Commissioners of Polk County, Minnesota; and the Board of County Commissioners of Wilkin County, Minnesota, have each officially acted to establish public library service in their respective areas and provided for the financial support of such services; and,

WHEREAS, It is the mutual desire to strengthen and improve public library services for said areas; and,

WHEREAS, It appears advantageous to accomplish this in a practical and economical manner through the operation of the public library services in said areas jointly; and,

WHEREAS, Legal authority for the joint operation of such public library services is provided for in Minnesota Statutes, Sections 134.20 and 471.59,

NOW THEREFORE, We the undersigned, representing the parties indicated do hereby enter into the following AGREEMENT with the full intent of establishing, strengthening, and improving public library services in all of the areas to which we are responsible.

I

PURPOSE:

1. It is the purpose of this agreement to establish, strengthen, and improve public library services in said areas by establishing a regional public library system, and combining its operations with such existing public libraries in the said areas as may wish to join.

II

THE JOINT LIBRARY BOARD:

1. This purpose shall be accomplished through a joint board. For the purposes of governing the joint library services there shall be created a library board to govern the library services as a single library system, to be known as the LAKE AGASSIZ REGIONAL LIBRARY.

2. Said library board shall consist of one member for each 14,000 persons, or major fraction thereof, from each area according to the latest U.S. census.

3. Members shall be residents of the political subdivision of the governing body making the appointment. One, and only one, of the members from each area may be a member of the

governing body making the appointment. The members from Breckenridge, Crookston, Detroit Lakes, Moorhead, and Polk County shall be appointed from among the members of the local library boards in those areas.

4. Three-year terms shall commence on the 1st day of January, and members shall serve until their successors are appointed and qualified. No person shall be appointed to the joint library board for more than three consecutive three-year terms. Nothing in this provision shall be construed to mean that a former board member may not be reappointed to the joint library board after a lapse of one year.

5. Said library board shall have the powers and duties provided for city and county library boards as specified in Minnesota Statutes, Section 134.20, and as one board shall administer the library system.

6. The bylaws of the joint library board shall set forth the meeting times and the officers to be elected by and from its members. They may provide also for an Executive Committee to transact business between regular meetings of the joint library board.

7. Local public library boards of the public libraries administered as part of the Lake Agassiz Regional Library may continue to function, provided their actions do not conflict with the policies and services determined by the joint library board. Said local boards shall be encouraged to advise the joint library board on matters affecting their local libraries and to work for full cooperation and coordination of services within the regional public library system.

8. No provision in this agreement shall be deemed to limit the right of member cities or counties or their local library boards to control their local library funds and to accept, hold, manage, and properly dispose of property given, granted, conveyed, donated, devised or bequeathed to, or otherwise acquired by them in accordance with Minnesota Statutes, Sections 134.14 and 134.15.

III

1. The Treasurer and Executive Officer of the joint library board shall keep due and strict accounting of all monies received and disbursed by the regional public library system. There shall be an annual audit of all receipts and disbursements.

2. A general operating budget shall be made up annually and maintained as a single budget. Efforts shall be made continually to assure that all areas receive their fair share of the library services. But the joint library board shall not be required to maintain a financial accounting of disbursements within or on behalf of these areas. The annual operating budget shall be arrived at by consultation between members of the joint library board, and shall be filed by the library board with the member counties and cities. The amount required to implement said budget shall be authorized by each member county and city.

3. Should any party approve lower than its just share of the approved budget while other parties exceed the minimum appropriations, library service to that area may be reduced accordingly so as not to restrict the development of library services in the remaining areas.

4. The minimum appropriation to be provided by each member county and city shall be no less than the dollar amount it provided the preceding year. It shall be the goal of each member county and city to appropriate such additional amounts annually as will maintain the prevailing level of service. In no event shall the authorization of funds be less than the minimum amounts specified by the state and federal governments. To the extent allowable by the state and federal governments any amounts appropriated for capital expenditures for equipment and buildings or special appropriations shall not be included in the appropriation amount which must be maintained in the succeeding year.

5. Each party's appropriation shall be paid in equal quarterly installments to the regional public library system on, or before, February 15, May 15, August 15, and November 15.

6. All operating expenses of the regional public library system shall be proper charges, including, but not restricted to, all salaries and wages of personnel, cost of maintenance and minor repairs and utilities of the headquarters building, purchase and replacement of books and other library materials and equipment, and any other proper items of expense.

7. The joint library board may determine a reasonable amount to be set up on the books of account of the library board, and kept in a separate fund, as depreciation for replacement of bookmobiles and other equipment. Said fund, and a reasonable amount from the library operating fund, may be deposited and/or invested as may be determined from time-to-time by the library board.

8. Any further rules and regulations concerning financing and disbursements of funds may be adopted by the joint library board by resolution, not inconsistent herewith.

IV

1. This agreement shall continue in force until rescinded by action of its parties. Any city may withdraw from it under any of the following provisions without affecting the total agreement, except that party shall not withdraw in less than three (3) years from the effective date of their participation in the regional public library system.

By giving notice in writing to the other parties at least six (6) months prior to the withdrawal, provided that any withdrawal shall not be effective prior to the end of the library's fiscal year; or, By mutual agreement of the parties.

2. Should any city fail to comply with the minimum state-federal requirements for securing state-federal grants, said party shall give notice in writing to the other parties at least six (6) months in advance and this notification shall be regarded as voluntary withdrawal from the agreement.

3. In the event of termination or withdrawal, each party shall retain title to any and all assets which it may have held at the time of its original entry into the regional public library system and all assets it subsequently acquired by gift or by bequest or by purchase with funds not administered by the joint library board. It is understood this provision will include the value of any such assets which have been discarded or necessarily replaced by the joint library board in the usual course of business. All other assets shall be divided among the parties on the basis of each party's respective proportion of this financial support provided by its respective library fund, if said parties continue

to support and operate public library service. If any party to this agreement should discontinue to support and operate public library service after withdrawal from this agreement or after termination of this agreement, its due share of the assets shall revert to the State Board of Education for use elsewhere.

4. Nothing in these provisions shall be construed so as to limit the free movement of materials and services between the public libraries of said parties while this agreement is in effect.

V

OTHER PROVISIONS:

1. Said library board, and its personnel hired to administer and operate the public library service herein provided for, shall be responsible to see that all areas shall receive their full and due share of the attention and service, and that the public library service shall be organized and administered in a manner which qualifies said library to receive state-federal grants. And, further, it is the full intention of all concerned to involve the local public libraries in the services of the system to the fullest extent possible, and to work for full cooperation and coordination of services with said libraries.

2. In matters relating to services in specific locations, when there is a division of opinion on the library board, the weight of the decision shall rest with the representatives of the specific area involved.

3. The City of Moorhead shall retain title to the headquarters library facilities in Moorhead and shall be responsible for major repairs and additions to this building and the property on which it is located. The City of Breckenridge, the City of Crookston, the City of Detroit Lakes, the City of Mahnommen and such other cities which have or may establish public libraries administered as part of the Lake Agassiz Regional Library shall retain title to the public library facilities, and they shall pay all costs of maintenance of said facilities, including construction, rent, repairs, upkeep, janitorial services, utilities, general liability insurance, and insurance on the building. The library board may accept responsibility for telephone service plus library furniture and equipment in said libraries and insurance on the library contents.

4. Applicability. The Lake Agassiz Regional Library Joint Powers Board Shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Lake Agassiz Regional Joint Powers Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

Indemnification and Hold Harmless. The Lake Agassiz Regional Library Joint Powers Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or agents of the Lake Agassiz Regional Joint Powers Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

5. The records, accounts and reports including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 including requirements of the Minnesota Open Meeting Law and Minnesota Government Data Practices Act. Records, accounts and reports shall be maintained by the Secretary/Treasurer and maintained at the Lake Agassiz Regional Library Regional Office in Moorhead, MN.

6. It is the intent of all parties to make this agreement work to the greatest mutual advantage, and to encourage neighboring areas to cooperate toward the formation of a larger public regional library system to the mutual benefit of all. Additional counties and cities through proper action by the governing bodies may become a party to this agreement by means of an addendum which shall be consistent with the provisions of this agreement.

7. Amendments to this agreement may be proposed by the joint library board and shall become effective upon ratification by all member counties and cities.

8. This agreement shall become effective on the 1st day of January, 2022, and it shall supersede the Lake Agassiz Regional Library Agreement dated 1st day of January, 1990, and addendum dated the 11th of December, 1992, plus the Lake Agassiz Regional Library Agreement dated the 1st day of July, 1974, and addendum dated the 1st day of July, 1975, plus the Lake Agassiz Regional Library Agreement dated the 1st day of January, 1981, and the Lake Agassiz Regional Library Agreement dated the 1st day of January, 1985.

APPROVAL AND EXECUTION:

1. This agreement shall be executed by the appropriate officials in each member county and city.

IN WITNESS WHEREOF, This AGREEMENT has been executed by the parties listed below in the dates indicated.

Signature Page for the City of Crookston

CITY COUNCIL, CITY OF CROOKSTON, MINNESOTA

Chair

Date

Attest:

Date

Title

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

WHEREAS, it is resolved by the City of Crookston as follows, that the State of Minnesota Contract Number 1047443, "Airport Maintenance and Operation Grant Contract," at the Crookston Municipal Airport – Kirkwood Field for the years 2022 and 2023 is accepted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROOKSTON, MINNESOTA AS FOLLOWS: that the State of Minnesota Airport maintenance and operation grant contract in Exhibit A is hereby approved, and

BE IT FURTHER RESOLVED that the Mayor and City Administrator are authorized to execute this Contact and any amendments 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 _____, 2022, at

Attest:

Dale Stainbrook Mayor

Ashley Rystad Deputy City Clerk

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): 6001-MO22

State Project Number (S.P.): 6001-MO23

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Crookston acting through its City Council ("Recipient").

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport ("Airport") in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2022 and State Fiscal Year 2023.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2021, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023.
- 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 contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient's Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$35,883.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$71,766.00 (State fiscal years 2022 and 2023).

5.2. Payment.

- 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, and no later than November 15, for the period July 1 through September 30.
 - On or after January 1, and no later than February 15, for the period October 1 through December 31.
 - On or after April 1, and no later than May 15, for the period January 1 through March 31.
 - On or after July 1, and no later than August 15, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.

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

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient'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 Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **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.

6. Conditions of Payment

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

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
Address: Office of Aeronautics,
395 John Ireland Boulevard, Mail Stop 410
Saint Paul, Minnesota 55155
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Amy Finch, City Administrator
Address: 124 North Broadway, Crookston, MN 56716
Telephone: (218) 281-4503
E-Mail: afinch@crookston.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract 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 contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract 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 contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient'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.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient 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.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient 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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract 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 Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient 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 contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract 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 Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT - GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION NO. _____

At a first regular meeting of the City Council of the City of Crookston held on the 10th day of January, 2022, Council

Member _____ offered the following resolution which was seconded by Council

Member _____

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A DIRECTIONAL SNOW PLOW LOADER
ATTACHMENT AND INCREASE THE PUBLIC WORKS BUDGET**

WHEREAS, The Public Works Department is looking to increase snow maintenance efficiency. The City of Crookston currently does not have the loader attachments. The Directional Snow plow and hydraulic wing will allow existing equipment to be used to remove snow from roadways.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CROOKSTON, MINNESOTA to authorize the increase in budget and expenditure not to exceed \$61,240 from account 701-49950-0540 with reserves to be the source of revenue.

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 _____, 2022, at

Attest:

Ashley Rystad
Deputy City Clerk

Dale Stainbrook
Mayor

Introduced by _____

Seconded by _____

ORDINANCE NO. 88, 3rd SERIES

**AN ORDINANCE OF THE CITY OF CROOKSTON, MINNESOTA, CITY CODE CHAPTER 71,
ENTITLED "TRAFFIC RULES" BY THE DEFINITION OF UTILITY TASK VEHICLES WITHIN THE
CITY OF CROOKSTON.**

THE CITY OF CROOKSTON ORDAINS, as follows:

Section 1. City Code, Section 71.40 entitled "Definitions" by adding definitions for **UTILITY TASK VEHICLE**, as follows:

SECTION 71.40 UTILITY TASK VEHICLE USE ON ROADWAY

71.40A DEFINITIONS.

UTILITY TASK VEHICLE

For the purpose of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Driver The person driving, operating, or having physical control of the utility task vehicle (UTV).

UTILITY TASK VEHICLE (UTV) As defined by Minn. Stat. § 169.045, subd. 1 (3), a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less and has a total dry weight of 1,800 but less than 2,600 pounds.

71.40.B

No person shall operate a UTV on the roadways, streets, alleys, or other public property without obtaining a permit as provided herein; and, no person shall operate a UTV on roadways which are not designated roadways, streets, alleys, and other public property.

Authorized city staff may operate city owned equipment, UTV or other vehicles, within the city, on city roadways, streets, sidewalks, trails, rights-of-way, and public property including levees and greenways when conducting city business without obtaining a permit.

71.40.C

Every application for a permit shall be made on a form supplied by the Crookston Police Department (CPD), shall be completed and submitted to the CPD along with an application fee. The application shall contain, at minimum, the following information:

- 1) The name and address of the applicant.
- 2) Model name, make, year and serial number of the UTV.
- 3) Current and valid driver's license recognized by the State of MN.
- 4) Proof of Insurance for the UTV.
- 5) Other information as the city may require.

Upon review of the applicant the Chief of Police or his/her designee, shall approve or disapprove the application. If approved, a permit shall be issued by the CPD. Should it be disapproved, the reason(s) shall also be entered on the application. If disapproved the applicant may appeal to the City Council by filing a notice of appeal at the City Administrator's office within 14 calendar days of the date of the disapproval. If not appealed within 14 calendar days the disapproval is final. The Council in its sole discretion and for any reasonable cause may refuse to grant any application.

71.40.D

All fees for applications, if any, and for permits under this Section shall be fixed and determined by the Council, adopted by resolution, and uniformly enforced. The fees may, from time-to-time, be amended by the Council by resolution.

71.40.E

Permits shall be granted for a period of three (3) calendar years; January 1st of the first year through December 31st of the third year, and may be renewed.

71.40.F

No permit shall be granted or renewed unless the following conditions are met:

- 1) The applicant must demonstrate that he or she currently holds or has a valid driver's license recognized by the State of MN.
- 2) The applicant must provide evidence of insurance specifically for the UTV listed on the application and in compliance with the provisions of Minnesota Statutes concerning insurance coverage for the UTV.
- 3) The UTV passes an inspection by the CPD, that it complies with the requirements of this section.

The CPD may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this section or Minnesota Statute chapter 169, as it may be amended from time to time, or if there is evidence that the permit holder cannot safely

or legally operate or has not safely or legally operated the UTV within the City of Crookston. An applicant may appeal any such suspension or revocation to the City Council by filing a notice of appeal at the City Administrator's office within 14 calendar days of the date of the suspension or revocation notice. If not appealed within 14 calendar days the suspension is final.

71.40.G

UTVs are permitted to operate only on city streets and roadways, not state or federal highways, except to cross at approximately a ninety (90) degree angle to the direction of the roadway.

Prohibited areas of operation:

- 1) US Highway 2 in its entirety which includes portions of:
 - a. Robert Street between Main Street east to the City Limits.
 - b. North Main and North Broadway between Robert Street and 6th Street.
 - c. 6th Street between North Broadway and University Ave.
 - d. University Ave between 6th Street north to the City Limits.

- 2) US Highway 75 from the intersection with 3rd Ave South to the south City Limits.

71.40.H Operation Rules

It is unlawful to operate a UTV, except as otherwise provided by this article, within the City of Crookston, as follows:

- 1) On the private property of another without permission.
- 2) On public sidewalks, walkways or trails provided or used for pedestrian travel.
- 3) On or across any publicly owned lands, including but not limited to dikes, levees, parks, school grounds, recreational areas and playgrounds, unless a permit has been obtained from the proper authorities, or unless such areas have been specifically designated for such use, nor shall a UTV park on such areas unless a permit has been obtained from the proper public authorities.
- 4) At any place while under the influence of intoxicating liquor or controlled substances in violation of Minnesota Statutes.
- 5) In such a manner as to create or cause unnecessary engine noise or tire squeal, or that causes tires to spin or slide upon acceleration or stopping of said vehicle, or that cause the vehicle to unnecessarily turn abruptly or sway from side to side, or to operate said vehicle in such a careless, reckless or negligent manner as to endanger the person or property of another or to cause injury or damage thereto.
- 6) In any cemetery.
- 7) On any golf course, with the exception of any vehicle authorized by the management of

the golf course for business or event purposes.

- 8) Unless equipped with a standard muffler or mufflers which are properly attached, and which will reduce noise of operation of such UTV to a noise level which shall not be a disturbance to residents or violate the city noise ordinance and no person shall use a muffler cut-out, by-pass or similar device.
- 9) Without a valid policy of liability insurance in effect providing coverage for liability arising out of the operation of the ownership, maintenance or use of the UTV in an amount not less than required by state law.
- 10) When operating the UTV upon any street, avenue, roadway, alley or otherwise designated route, such operation shall be at the right side of the street and as near to the curb or shoulder thereof as practicable under the circumstances and in the same direction as the direction of other motor vehicles traveling on the roadway.
- 11) The operator of the UTV shall yield the right of way to all oncoming and crossing traffic which constitutes an immediate hazard;
- 12) Drivers of a UTV must yield to pedestrians whether or not a crosswalk is at the point the pedestrian is crossing or about to cross the street, avenue, roadway or alley.
- 13) The driver of a UTV may cross any street or highway intersecting a designated roadway. Such crossing must be made at approximately a ninety (90) degree angle to the direction of the roadway and at a place where there is no obstruction preventing a safe crossing.
- 14) The number of occupants on the UTV may not exceed the design occupant load.
- 15) Unless the driver is at least 16 years of age with a valid driver's license recognized by the State of MN.
- 16) At a rate of speed greater than the posted speed limit or speed limit set by City Ordinance or Minnesota Statutes, and in no event greater than reasonable or proper under all circumstances;
- 17) Every person operating a UTV under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes Chapter 169, as it may be amended from time to time.
- 18) The provisions of this section shall not apply to the use of any UTV by or at the direction of a law enforcement agency.

71.40.1 Hours of Operation

A UTV may only be operated on designated roadways from sunrise to sunset, unless equipped with headlights, taillights, front and rear turn signals and rear-facing brake lights. They shall not

be operated in inclement weather conditions or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.

71.40.J Equipment Required

All UTV's operated within the City limits shall have the following equipment:

- 1) at least one (1) review mirror,
- 2) an operating horn,
- 3) speedometer,
- 4) odometer,
- 5) headlights,
- 6) taillights,
- 7) rear brake lights,
- 8) front and rear turn signals,
- 9) operating muffler(s),
- 10) at least 4 rubber tires,
- 11) steering wheel,
- 12) brakes in good working order,
- 13) seatbelts, and
- 14) a windshield.

71.30.K

Every person operating a UTV under permit on designated roadways has all of the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes, Chapter 169, as it may be amended from time to time, except when these provisions cannot reasonably be applied to a UTV.

Section 4. This Ordinance shall take effect upon its passage and publication according to the provisions of the Home Rule Charter for the City of Crookston, Minnesota.

Upon a call of ayes and nays as to the passage of this Ordinance, the vote stood as follows:

Voting in the negative: _____

Voting in the affirmative: _____

Upon this vote, the Ordinance was declared _____ by the Mayor.

Passed this _____ day of _____, 2022.

Approved the _____ day of _____, 2022.

Mayor

ATTEST: _____
City Clerk

Published: Crookston Daily Times on _____, 2022.