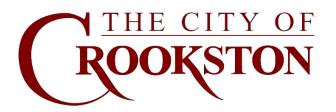
Mayor -Dale Stainbrook

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 June 13, 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 is https://www.youtube.com/channel/UCd7U3vLewtXURjal7ivLzIA/live Council Member Vedbraaten will be participating electronically from Beachers Lodge- 6970 A1A South St Augustine, FL 32080 Room 411

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

- 4.01 Presentation Scruffy Tails Humane Society.
- 5. <u>APPROVE AGENDA</u> 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 May 23, 2022 City Council meeting.
 - **6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$390,541.95 Check No 68618-68725.
 - **6.03** Resolution to approve the donation from Douglas & Barbara Erdman for Crookston Fire Department Smoke Detector and Carbon Monoxide Alarm Program.
 - **6.04** Resolution to approve the donation from Crookston Baseball Association for Crookston Parks & Recreation Legion Coaches.
 - **6.05** Resolution to approve independent contractor for nuisance mowing bid and contract with Thunder Paws.
 - 6.06 Approval of a Special Crookston Housing & Economic Development Authority (CHEDA) Agenda for June 27, 2022.

7. PUBLIC HEARINGS

8. REGULAR AGENDA

- **8.01** Resolution authorizing engagement of Professional Design Services for the Library.
- **8.02** Resolution approving a City Administrator Employment Agreement for Charles Reynolds.
- **8.03** Discuss Food Truck Ordinance.

9. REPORTS AND STAFF RECOMMENDATION

10. ADJOURNMENT

OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE SECOND REGULAR COUNCIL MEETING OF MAY 23, 2022, 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.

OATH OF OFFICE

Chief Selzler administrated the Oath of Office to Heath Hanson, a new officer, for the Crookston Police Department.

ROLL CALL

Council Members present in answer to roll call were: Tom Vedbraaten, Wayne Melbye, Kristie Jerde, Steve Erickson, Clayton Briggs, Donald Cavalier, Joe Kresl, and Dylane Klatt.

Council Members absent:

Staff present: Charles Reynolds, Darin Selzler, Greg Hefta, Brandon Carlson, Tim Froeber, Chad Palm, Jake Solberg, Ashley Rystad, Mitchel Tenneson, Nate Nelson, Cody Bannert, Ryan Bergquist, Katie Hann, Michael Moreno, Sean Murphy, Don Rasicot, James Brandon and Heath Hanson.

CROOKSTON FORUM

PRESENTATION AND PUBLIC INFORMATION ANNOUNCEMENT

Mayor Stainbrook proclaimed the month of May 2022 as Community Action Month. Community action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities.

APPROVAL OF AGENDA

Mayor Stainbrook asked if anyone wished to remove anything from the agenda. Hearing none, on motion by Council Member Kresl, seconded by Council Member Jerde, and duly carried to approve the agenda.

CONSENT AGENDA

Mayor Stainbrook asked if anyone wished to remove anything from the Consent Agenda. Council member Melbye asked to remove item 7.05 Approval of Crookston Housing & Economic Development Authority (CHEDA) Amended Agenda for May 31, 2022. On motion by Council Member Vedbraaten, seconded by Council Member Briggs, and duly carried to approve the Consent Agenda.

- **7.01** Approve proposed City Council Minutes from May 9, 2022 City Council meeting
- **7.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$233,213.87 Check Nos 68545-68617.(Res No 27473)
- **7.03** Resolution to approve the donation from United Methodist Women for Fire Education for School Age. (Res No 27474)
- **7.04** Resolution to approve 2022 Tobacco License at Minakwa Golf Course. (Res No 27475)
- **7.05** Item removed to 8.07 under the Regular Agenda
- **7.06** Approval of Crookston Housing & Economic Development Authority (CHEDA) Agenda for June 14, 2022.

PUBLIC HEARINGS

REGULAR AGENDA

9.01 Motion was made by Council Member Cavalier, seconded by Council Member Erickson; Interim City Administrator, Charles Reynolds, briefed the Council that just this past week we have concluded the negotiations with the Police Union in Crookston. There were three issues that had to be finalized and everything was agreed to by the Police Union. I would recommend that we pass this one-year agreement. It was duly carried to approve Resolution approving the contract with Law Enforcement Labor Services (LELS) Local No 31 for 2022. (Res No 27476)

- 9.02 Motion was made by Council Member Klatt, seconded by Council Member Kresl; discussion was made about the number of bidders on a project like this. City Engineer, Rich Clauson, stated that the project this year was mainly street reconstruction, and not a lot of underground water and storm sewer work. When it's limited to just reconstruction and mill and overlay work, you're typically going to have these three bidders. It was duly carried to approve resolution accepting the bid and awarding contract for the 2022 Street Improvements. (Res No 27477)
- 9.03 Motion was made by Council Member Cavalier, seconded by Council Member Briggs; Interim City Administrator, Charles Reynolds, briefed the Council that this is an action taken by the Biermaier Family Limited Liability Corporation. They have asked to detach 27.5 acres immediately adjacent to the City. Lukas Biermaier, 520 Spruce Lane, technically with the Minnesota DNR, you can't discharge a firearm within 500 feet of a building. This is technically about 400 feet to the river with our best radius and we were not shooting firearms within that zone. After discussion, it was duly carried to approve resolution approving the detachment of a certain portion of land parcel 82.00077.03. (Res No 27478)
- 9.04 Motion was made by Council Member Briggs, seconded by Council Member Cavalier; Brandon Carlson, Public Works Director, there is an air exchange system at lift station four that has air issues and I have talked to all the HVAC companies in Crookston. This is quote we ended up getting. After discussion from the Council, it was duly carried to approve the Resolution approving the repair to lift station four's air exchange system. (Res No 27479)
- 9.05 Motion was made by Council Member Erickson, seconded by Council Member Briggs; Interim City Administrator, Charles Reynolds, briefed the Council that this is a parcel of property on Hunter Street that has been in the City's vault of property for quite a while. The immediately adjacent owner has submitted a bid in the amount of \$3,000.00. The City does not need the access to the dike system. The City has no intended use for the property. It was duly carried to approve Resolution to sell real property located on Hunter Street. (Res No 27480)
- Discussion about Spring and Fall Clean up: Interim City Administrator, Charles Reynolds, briefed the Council that the city has had some inquiries about current fall and spring clean up criteria and the rules about what defines excessive debris on the boulevards. After discussion by the Council, Bill Kresl, 109 South Main Street, approached the Council and stated "I don't think it's an issue of if it is a rental or if its not. It's still residential and the properties are paying the same fees. When I asked the City why my items were not taken from some of my properties. It's confusion that's all it is. We are calling it debris. In the City's rules it says large amounts of demolition debris. If you go to the County on what's demolition debris, that is not what was out on the boulevards. It was mattresses, furniture, and couches. After further discussion from Council, their first consensus would be to pick up the remaining items left over from clean up. The second consensus would be to have Brandon Carlson, Public Works Director, bring back an updated policy on what the City would like to move forward on clean-up week procedures.
- 9.07 Motion was made by Council Member Klatt, second by Council member Cavalier; Council Member Melbye explained the reason why he took it out from the consent agenda. Earlier this year we created a policy or a wall, and it's putting a pinch on some of the agenda items to have to coincide with the Council meeting. After further discussion, it was duly carried to approve removed item 7.05 Approval of Crookston Housing & Economic Development Authority (CHEDA) Amended Agenda for May 31, 2022.

REPORTS AND STAFF RECOMMENDATIONS

Charles "Corky" Reynolds, Interim City Administrator:

- We had a meeting today with FEMA for relief funds for high water marks, and I want to tell you that our Department Heads did a really good job. They were complimented several times for the Fire Chief, Assistant Fire Chief and Public Works for everything that we have done. We do have a lot of work yet to do to get specific numbers.
- The City has hired a HR Coordinator. He accepted the job today and will be starting on June 13, 2022.
- The City finalized negotiations with our Police Union. With the work of our Chief and myself negotiating, I think the Police Union is satisfied, and I think their moral has been good with that settlement.

Darin Selzler, Police Chief:

- Congratulations to Sergeant Health Hanson with joining the Police Department. I would like to thank his family and friends and the officers that were able to attend tonight.
- Several officers and I did participate in the Northern Valley Police Memorial in Grand Forks last Tuesday.
- Think back earlier this year, the Council adopted a policy to operate the use of UTVs or Utility vehicles throughout the City. I just wanted to report that we have sold several licenses.

Jake Solberg, Parks, and Recreation Director:

- Our parks crew has been busy getting the diamonds ready behind Highland and at Ray Ecklund Complex.
- We are having troubles getting to certain areas to mow due to the wet grass.
- The dugout is finished on diamond 5 and Valley Electric did come out and install that new switch box from Musco.

Chad Palm, IT Director:

- Happy to report that the siren antenna repair that the It Department assisted the Fire Department with went well and I am told the two sirens did function properly during testing
- We replaced three computers and three workstations at the Police Department. Two for the administrative assistants and one for the sergeants office and they are working well.
- Our web design committee met last week and we are now going through all departments reviewing content of
 existing website material that will and wont move across to the new site which is slated to launch on schedule
 this upcoming July.

Tim Froeber, Fire Chief:

- We did meet with Homeland Security and Emergency Management today and FEMA and we have had our ducks in a row and thank you to the staff for getting all the documents. On personal homes, they would like us to get the list of the names of the people who have been affected and we need to get them to the County Emergency Manager. Right now, there is no funding, it's all going to make a difference on our declarations. We did meet the thresholds for a State Declaration, so there should be some state funding coming our way. The Federal thresholds we have not met yet, but that must go statewide.
- Thank you, Chad, for helping us with those sirens. That was very nice that it worked out well.

Brandon Carlson, Public Works Director:

- Lyle Wilken Inc is picking up the temporary clay levees. If we do not remove the temporary levees, they will not reimburse us.
- The Public Works crew has had a long month and half. Dave Lessard and I had to beg each other to go home and get some sleep, and I appreciate all the work you have done. Same with the other guys. They just did what needed to be done and kept a good attitude through it.
- I understand our gravel roads are in rough shape and sidewalks. We just haven't had time to do it. I am just asking the public to be patient. We are going to grate the roads as soon as we can. This whole process from the flooding has us behind by a month, month, and a half.
- Corridor open house is tomorrow night from 5:30PM to 7PM in the Council Chambers.

REPORTS FROM CITY COUNCIL MEMBERS

Kristie Jerde, Council Member 1st Ward,

- Thank you to Brandon and his crew.
- Emergency fund is available for Crookston Area Disaster Relief. There has been an overwhelming request for funding and not a lot of donations. So just encouraging those who have the opportunity and the means to donate to that fund.

Steve Erickson, Council Member 2nd Ward,

• Congratulation to Heath and welcome aboard.

Clayton Briggs, Council Member 3rd Ward,

- Welcome Sergeant Hanson!
- Congratulations to our Crookston 2022 Graduates.
- Thank you to the Spring Cleanup crews for all your hard work.

Donald R Cavalier, Council Member 4th Ward,

No report

Joe Kresl, Council Member 5th Ward,

No report

Dylane Klatt, Council Member 6th Ward,

• No report

Tom Vedbraaten, Council Member-at-Large,

No report

Wayne Melbye, Council Member-at-Large,

• Hope the mosquito spraying starts before we have a problem and have a great Memorial weekend.

Mayor Dale Stainbrook

The corridor open house is tomorrow night.

Mayor Stainbrook declared the meeting adjourned at 8:43pm.

- Welcome Heath Hanson.
- Mr. Dave Lessard thank you to your crew and everything you guys have done. I know its been long and stressful, thank you.

ADJOURNMENT

Dale Stainbrook, Mayor Ashley Rystad, City Clerk

		ston held on the 13th day of June 2022, Council
Member	offered the follo	wing resolution which was seconded by Council
Member		
RESOLUTION TO	APPROVE THE CITY OF CRO	OKSTON BILLS AND DISBURSEMENTS
and the same hereby ar hereinafter named clain as claims against the Cit	re, directed to issue warrant mants in payment of the fol	dministrator of the City of Crookston be, as of the City of Crookston in favor of the Blowing listed bills which have been filed trants to be drawn on the fund and in the tively, per attached check register of the
Upon the call of ayes and nays the	vote stood as follows:	
Council Members voting in the affi	irmative:	
Council Members in the negative:		
Upon this vote, the Mayor declare	s this resolution	and, if passed, effective upon the Mayor's
signature this Day of	, 2022, at	
Attest:		Mayor Dale Stainbrook
		Dale Stallibrook

_____ City Clerk

Ashley Rystad

RESOLUTION NO. _____

BANK: * TOTALS:

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INVOICE AMOUNT DISCOUNT VENDOR I.D. NAME STATUS DATE NO STATUS AMOUNT I-HS8202205235197 HEALTH INS WITHHOLDING D
I-JUNE BUY UP MEDICA JUNE BUY UP MEDICARE NOTICES D 5/24/2022 2,933.77 000939 5/24/2022 56,345.72 000939 3.00 4456 VSP D C-TENNESON JUNE 2022 TENNESON /JUNE 2022 5/24/2022 000940 8.04CR 91.68 I-CHEDA JUNE 2022 CHEDA/JUNE 2022 D 5/24/2022 000940 D 5/24/2022 I-VC 202205095187 VSP WITHHOLDING 37.28 000940 I-VC 202205235197 VSP WITHHOLDING D 5/24/2022 37.28 VSP WITHHOLDING D 5/24/2022 D 5/24/2022 168.84 I-VE 202205095187 000940 I-VE 202205235197 VSP WITHHOLDING 168.84 000940 I-VF 202205095187 VSP WITHHOLDING D 5/24/2022 76.40 000940 I-VF 202205235197 VSP WITHHOLDING D 5/24/2022 76.40 000940 5/24/2022 43.35 I-VS 202205095187 VSP WITHHOLDING D 000940 I-VS 202205235197 VSP WITHHOLDING D 5/24/2022 43.35 000940 735.38 0299 CAPITAL BANK AND TRUST COMPANY I-DC3202206025198 DEF COMP WITHHOLDING D 6/08/2022 725.00 000941 725.00 1442 MINNESOTA CHILD SUPPORT PAYMEN I-CS1202206025198 CHILD SUPPORT WITHHOLDING D 6/08/2022 207.00 000942 207.00 1550 P.E.R.A. I-P-C202206025198 PERA WITHHOLDING D 6/08/2022 000943 10,307.22 PERA WITHHOLDING I-PPF202206025198 D 6/08/2022 22,577.35 000943 32,884.57 2606 1-T1 202206025198 FEDERAL TAX WITHHOLDING
1-T3 202206025198 FICA TAX WITHHOLDING EFTPS 6/08/2022 18,628.98 D 000944 D 6/08/2022 9,528.26 000944 I-T4 202206025198 MEDICARE TAX WITHHOLDING D 4,957.20 000944 33,114.44 6/08/2022 2607 MN DEPT OF REVENUE I-T2 202206025198 STATE TAX WITHHOLDING D 6/08/2022 8,584.14 000945 8,584.14 2681 MN STATE RETIREMENT SYSTEM I-DC7202206025198 MN DEFERRED COMPENSATION-457B\$ D 6/08/2022 200.00 000946 I-DC8202206025198 6/08/2022 MN DEFERRED COMPENSATION-ROTH% D 51.43 000946 I-SP2202206025198 HEALTH CARE SAVINGS PLAN 6/08/2022 382.08 000946 633.51 3047 CAPITAL BANK AND TRUST COMPANY I-DC5202206025198 DEF COMP EMPLOYER CONTRIBUTION D 6/08/2022 66.44 000947 66.44

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ELAN FINANCIAL SERVICES

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PAGE: VENDOR SET: 01 City of Crookston

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TIRE REPAIR

SERVICE/ TIRE ROTATE

ALTRU HEALTH SYSTEM

HEARINGING TESTS

INVOICE CHECK CHECK CHECK CHECK DISCOUNT VENDOR I.D. NAME STATUS DATE AMOUNT NO STATUS AMOUNT 1222 LELS 5/24/2022 780.00 T-UDP202205235197 UNION DUES WITHHOLDING 068618 780.00 R 1275 LOCAL # L - 3394 FIRE DEPT I-UDF202205235197 UNION DUES WITHHOLDING 240.00 5/24/2022 068619 240.00 R 0412 AFSCME COUNCIL 65 I-UDA202205095187 UNION DUES WITHHOLDING 5/24/2022 620.82 068620 I-UDA202205235197 UNION DUES WITHHOLDING 5/24/2022 620.82 1,241.64 068620 R 1982 MADISON NATIONAL LIFE C-FINCH APR 2022 FINCH APRIL 2022 5/24/2022 5.50CR 068621 C-TENNESON 5/2022 TENNESON 5/2022 5/24/2022 5.50CR 068621 16.50 I-CHEDA MAY 2022 CHEDA MAY 2022 R 5/24/2022 068621 I-COBRA BARTON 5/22 COBRA/PHILIP BARTON 5/2022 R 5/24/2022 4.75 068621 5/24/2022 I-COBRA ELLINGSON COBRA/KENT ELLINGSON 5/2022 4.75 R 068621 I-COBRA RIOPELLE COBRA/SCOTT RIOPELLE 5/2022 5/24/2022 4.75 068621 I-LIB202205235197 LIFE INSURANCE BENEFIT 5/24/2022 308.00 068621 327.75 R 1435 MINNESOTA BENEFIT ASOCIATION C-MAY ADJUST 2022 MAY ADJUSTMENT 2022 5/24/2022 0.01CR 068624 R I-MBA202205095187 INSURANCE WITHHOLDING R 5/24/2022 71.47 068624 I-MBA202205235197 INSURANCE WITHHOLDING 5/24/2022 71.47 068624 R 142.93 1552 NCPERS GROUP LIFE INS. I-LIP202205095187 5/24/2022 192.00 068625 192.00 PERA LIFE INS WITHHOLDING 2482 UNITED WAY OF CROOKSTON, INC UNITED WAY WITHHOLDING I-UW 202205095187 5/24/2022 28.50 068626 R I-UW 202205235197 UNITED WAY WITHHOLDING R 5/24/2022 28.50 068626 57.00 4500 MCFOA I-20220524 MCFOA-MMCI APPLICATION- RYSTAD R 5/24/2022 70.00 068627 70.00 1931 POLK COUNTY-DRIVER & VEHICLE S I-20220524 RENEW REGISTRATIONS 5/24/2022 49.00 068628 49.00 R 0021 ADVANCED TIRE & AUTO SERV. LLC I-22-04456 TOW FEE R 6/10/2022 150.00 068629 I-43355 6/10/2022 25.00

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VENDOR	I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT NO	STATUS	AMOUNT
2200		AUTO VALUE OF CROOKSTON						
2200	I-76196952	AUTO VALUE OF CROOKSTON AUTO VALUE OF CROOKSTON	R	6/10/2022	23.99	068631		
	I-76197115	AUTO VALUE OF CROOKSTON	R	6/10/2022	295.09	068631		
	I-76197115	AUTO VALUE OF CROOKSTON	R	6/10/2022	38.96	068631		
	I-76197249	AUTO VALUE OF CROOKSTON	R	6/10/2022	2.37	068631		
	I-76197316	AUTO VALUE OF CROOKSTON	R	6/10/2022	161.72	068631		
	I-76197319	AUTO VALUE OF CROOKSTON	R	6/10/2022	19.15	068631		
	I-76197380	AUTO VALUE OF CROOKSTON	R	6/10/2022	13.57	068631		
	I-76197452	AUTO VALUE OF CROOKSTON	R	6/10/2022	7.98	068631		
	I-76197605	AUTO VALUE OF CROOKSTON	R	6/10/2022	31.99	068631		
	I-76197681	AUTO VALUE OF CROOKSTON	R	6/10/2022	17.07	068631		
	I-76197933	AUTO VALUE OF CROOKSTON	R	6/10/2022	71.90	068631		
	I-76197975	AUTO VALUE OF CROOKSTON	R	6/10/2022	65.37	068631		
	I-76198269	AUTO VALUE OF CROOKSTON	R	6/10/2022	46.84	068631		
	I-76198658	AUTO VALUE OF CROOKSTON	R	6/10/2022	67.62	068631		863.62
2001		BEST USED TRUCKS OF MN						
	I-C1020773	BEST USED TRUCKS OF MN	R	6/10/2022	44.90	068633		44.90
0203		BORDER STATES ELECTRIC						
	I-924308105	BORDER STATES ELECTRIC	R	6/10/2022	4,457.10	068634	4	4,457.10
0204		TIMOTHY RIOPELLE						
	I-101212	PLAQUES	R	6/10/2022	180.00	068635		
	I-39895	PLAQUES	R	6/10/2022	180.00	068635		360.00
0215		BRADS ELECTRIC						
	I-202206085205	BRADS ELECTRIC	R	6/10/2022	322.85	068636		322.85
4481		JAMES BRANDON						
	I-20220606	2022 UNIFORM REIMBURSEMENT	R	6/10/2022	127.87	068637		127.87
4506		BRIAN RYSTAD						
	I-20220519	REIMBURSEMENT- MN STATE FIRE	R	6/10/2022	240.00	068638		240.00
0266		BRYAN ROCK PRODUCTS, INC.						
	I-52798	RED BALL	R	6/10/2022	1,202.66	068639	1	1,202.66
3911		CENTURYLINK						
	I-20220522	523 FAIR FAX APRIL/ MAY BILL	R	6/10/2022	100.22	068640		100.22
0372		CROOKSTON HOUSING & ECONOMIC D						
	I-2008	ADMIN/MAINT JUNE 2022	R	6/10/2022	566.67	068641		
	I-2009	VTP FAX LINE 05/08-06/07/2022	R	6/10/2022	30.00	068641		
	I-2010	ROTO ROOTER 1603 HOVEN LANE	R	6/10/2022	350.00	068641		
	I-20220508	GLADE OILS	R	6/10/2022	32.94	068641		
	I-31680434	GREAT AMERICAN- WHITEBOARD	R	6/10/2022	126.54	068641		
	I-31731163	GREAT AMERICAN -WHITE BOARD	R	6/10/2022	389.21	068641]	1,495.36

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CHECK INVOICE CHECK CHECK CHECK
DATE AMOUNT DISCOUNT NO STATUS AMOUNT STATUS VENDOR I.D. NAME CINTAS CORPORATION
I-4119882941 RUGS- AIRPORT
I-4119883010 CINTAS CORPORATION
I-4121323021 3184 27.12 R 6/10/2022 R 6/10/2022 R 6/10/2022 068642 36.49 068642 I-4121323021 RUGS- AIRPORT 27.12 068642 CINTAS CORPORATION R 6/10/2022 TOWELS/ RUGS- CITY HALL R 6/10/2022 LINEN SERVICE- VTP R 6/10/2022 I-4121323056 I-4121323085 3.84 15.68 068642 068642 I-4121323187 16.05 068642 R 6/10/2022 I-4121323265 RUGS- POLICE 24.12 068642 150.42 0321 CITY OF EAST GRAND FORKS I-0005212 P2P EXPENSES R 6/10/2022 1,355.27 068643 1,355.27 0337 COLE PAPERS INC. I-10121559 I-10149919 R 6/10/2022 R 6/10/2022 JANITOR SUPPLIES P CLEANING SUPPLIES 144.87 068644 171.13 068644 R 6/10/2022 431.32 068644 T-10153004 I-10156646 JANITOR SUPPLIES- CITY HALL R 6/10/2022 78.74 068644 826.06 1459 COMM OF FINANCE, TREAS DIV 10 % SEIZED FUNDS 18000870 R 6/10/2022 164.70 I-20220608 068645 164.70 4000 COMMUNITY CO-OPS OF LAKE PARK I-20220531 04/29-05/31/2022 R 6/10/2022 95.91 068646 95.91 4067 CORE & MAIN LP I-Q828371 R 6/10/2022 3,996.00 068647 CORE & MAIN LP I-Q867826 CORE & MAIN LP R 6/10/2022 132.43 068647 4,128.43 CROOKSTON AREA CHAMBER INC 0365 I-20220601 ADOPT-A-BASKET R 6/10/2022 70.00 068648 70.00 CROOKSTON BUILDING CENTER 0363 CROOKSTON BUILDING
DUG-OUT # 5
GARAGE SUPPLIES
HIGHLAND DUGOUT 168.70 682.10 R 6/10/2022 I-0363 068649 R 6/10/2022 T-278500 R 6/10/2022 R 6/10/2022 R 6/10/2022 R 6/10/2022 I-280583 157.50 068649 KARN- DUG OUT 81.59 21.34 527.27 I-280635 068649 I-280733 I-280831 DUG-OUT # 5 068649 DIAMOND # 5 068649 R 6/10/2022 I-280865 134.10 DIAMOND 5 068649 1,772.60 CROOKSTON FUEL CO.
I-20220525-FIRE FUEL- FIRE 0389 R 6/10/2022 1,045.72 R 6/10/2022 1,702.48 068650 I-20220525-PARKS FUEL- PARKS 068650 I-20220525-POLICE FUEL/ WASH R 6/10/2022 2,765.10 068650 R 6/10/2022 R 6/10/2022 R 6/10/2022 R 6/10/2022 I-20220601 CROOKSTON FUEL CO. I-202206085206 CROOKSTON FUEL CO. I-202206085207 CROOKSTON FUEL CO. 921.46 9,665.71 3,891.67

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BREMER BANK, N.A. - AP

FLEET SUPPLY

SPRAYER PUMP

FLEET SUPPLY

WATER FITTINGS

RAIN SUITS

EXT CORD

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VALVE

INVOICE CHECK CHECK CHECK CHECK STATUS AMOUNT DISCOUNT VENDOR I.D. NAME DATE NO STATUS AMOUNT CROOKSTON OFFICIAL'S ASSOCIATI 0440 BASEBALL/ SOFTBALL UMPS 2022 R 6/10/2022 2,000.00 T-20220602 068651 2,000.00 0425 CROOKSTON PAINT & GLASS I-58026 CARPET CLEANING-HIGH WATER 6/10/2022 174.97 068652 174.97 R 0470 CROOKSTON WELDING INC. C-041811 CORE DEP 6/10/2022 27.00CR 068653 R 6/10/2022 C-042639 CORE DEP 108.00CR 068653 I-041387 PRESSURE WASHER R 6/10/2022 299.49 068653 R I-041666 CROOKSTON WELDING INC. 6/10/2022 151.36 068653 I-041750 6/10/2022 35.99 068653 6/10/2022 I-041808 BATTERY R 404.00 068653 I-041965 CROOKSTON WELDING INC. R 6/10/2022 1,287.22 068653 CROOKSTON WELDING INC. 6/10/2022 I-042060 R 67.27 068653 CROOKSTON WELDING INC. R 6/10/2022 25.45 T-042146 068653 I-042625 4- BATTERY R 6/10/2022 787.96 068653 I-042630 CROOKSTON WELDING INC. 6/10/2022 68.48 068653 2,992.22 R 1610 CUMMINS SALES AND SERVICE I-F1-30681 CUMMINS SALES AND SERVICE R 6/10/2022 926.04 068655 926.04 DOCU SHRED, INC 1415 I-84938 SHREDDING 6/10/2022 20.00 068656 20.00 0551 EAST GRAND FORKS POLICE DEPART I-20220608 25% SEZIED FUNDS R 6/10/2022 288.23 068657 288.23 ERICKSON EMBROIDERY /2ND ST BO 1407 I-15768 YOUTH JERSEYS 6/10/2022 3,519.00 068658 I-15780 PANTS/ BELTS R 6/10/2022 447.00 068658 I-15791 800.00 HATS R 6/10/2022 068658 I-15807 6/10/2022 5,716.00 EMBROID- HATS R 950.00 068658 4501 STEVE FLATT 330.00 330.00 I-20220607 REFUND AIRPORT HANGER RENT R 6/10/2022 068659

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HN QUALITY PLUMBING INC.

HN QUALITY PLUMBING INC.

CSC DRINKING FOUNTAIN

FIRST RESPONDER NIGHT

CLEANING SUPPLIES

TRAINING SUPPLIES

CLEANING SUPPLIES

HUGO'S

VENDOR SET: 01 City of Crookston
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CHECK CHECK INVOICE CHECK CHECK STATUS DISCOUNT VENDOR I.D. NAME DATE AMOUNT NO STATUS AMOUNT GALL'S, LLC 0906 6/10/2022 110.87 068661 T-021138038 DUTY GEAR 110.87 R 0909 GARDEN VALLEY TECHNOLOGIES I-201051510 GARDEN VALLEY TECHNOLOGIES 6/10/2022 121.40 068662 121.40 R RICHARD GOODYKE 4502 I-20220523 HANGER RENT REFUND 6/10/2022 330.00 068663 330.00 0944 GOPHER STATE ONE-CALL INC. 6/10/2022 I-2050318 LOCATION CALLS 128.25 068664 128.25 R 0987 GREAT PLAINS NATURAL GAS CO. 04/20-05/18/2022 SERVICES I-20220603 R 6/10/2022 13,430.62 068665 13,430.62 1000 GROVE MECHANICAL INC. I-493258 GROVE MECHANICAL INC. 6/10/2022 294.00 068666 294.00 1010 HACH COMPANY I-13052904 HACH COMPANY R 6/10/2022 209.02 068667 6/10/2022 I-13075856 HACH COMPANY 1,098.75 068667 R I-13079914 HACH COMPANY R 6/10/2022 51.17 068667 1,358.94 3400 CROOKSTON HARDWARE HANK I-35376/2 SCRAPER 6/10/2022 36.99 068668 R I-65254/2 LINK CHAIN R 6/10/2022 17.91 068668 I-65281/2 TRIMMER LINE R 6/10/2022 14.99 068668 69.89 1043 HAWKINS, INC I-6184944 HAWKINS, INC 6/10/2022 20.00 068669 20.00 4229 GREG HEFTA I-20220608 6/10/2022 20.00 068670 20.00 NW CHAPTER BUILDING OFFI R 3040 ROBERT HERKENHOFF I-20220608 3,036.04 3,036.04 YEAR 9 OF 15 TAX ABATE R 6/10/2022 068671

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REIMBURSE CONF

NORTHERN FIRE EQUIPMENT

NORTHERN FIRE EQUIPMENT

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INVOICE CHECK CHECK CHECK CHECK STATUS DISCOUNT VENDOR I.D. NAME DATE AMOUNT NO STATUS AMOUNT HUMANE SOCIETY OF POLK CO INC 9193 I-20220606 MAY 2022 LEASE/ IMPOUND 6/10/2022 462.00 068674 462.00 R 3714 INNOVATIVE OFFICE SOLUTIONS, L OFFICE SUPPLIES 6/10/2022 134.55 068675 T-TN3809917 R I-IN3811050 SUPPLY- BINDERS R 6/10/2022 36.16 068675 170.71 4109 KIESLER'S POLICE SUPPLY I-IN191129 DUTY GEAR 6/10/2022 92.00 068676 92.00 R 1205 KROX RADIO STATION I-03232205121918 JOB ADS/ CLEAN UP WEEK 6/10/2022 810.00 068677 810.00 4431 LEAGUE OF WISCONSIN MUNICIPALI I-84509 LEAGUE OF WISCONSIN MUNICIPALI 6/10/2022 150.00 068678 150.00 R 1333 MARSHALL AND POLK RURAL WATER I-20220601 WATER- AIRPORT 6/10/2022 45.55 068679 45.55 R 1397 MILLER AIRCRAFT SERVICE INC. I-22561 MAY FUEL- 2022 6/10/2022 7,480.36 068680 7,480.36 MINNESOTA COUNCIL OF AIRPORTS 4503 I-332 MEMBERSHIP RENEWAL 6/10/2022 150.00 068681 150.00 MN DEPT OF HEALTH/DRINKING WAT 1482 I-20220527 MN DEPT OF HEALTH/DRINKING WAT R 6/10/2022 6,296.00 068682 6,296.00 MNSCU- MOORHEAD 1780 I-20220503 EMERGENCY RESPONDERS-FIRE 6/10/2022 1,400.00 068683 1,400.00 3589 NATURE VIEW TWINHOMES LLC I-82.03960.00-2022 9 OF 15 TAX ABATEMENT 6/10/2022 4,305.12 068684 4,305.12 3589 NATURE VIEW TWINHOMES LLC I-82.03962.00-2022 9 OF 15 TAX ABATEMENT 4,216.20 068685 6/10/2022 4,216.20 NORMAN COUNTY SHERIFF'S OFFICE 3791

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INVOICE CHECK CHECK CHECK CHECK AMOUNT DISCOUNT NO STATUS AMOUNT VENDOR I.D. NAME STATUS DATE NORTHERN LUMBER 1750 I-337560 PLASTIC FOR HIGH WATER EVENT R 6/10/2022 1,628.52 068688 6/10/2022 068688 I-338144 MISC BUILDING REPAIRS 52.41 1,680.93 R OTTERTAIL POWER COMPANY-FF 1861 I-41994 & 42015 SERVICES 04/20-5/17/2022 R 6/10/2022 26,481.30 068689 26,481.30 2991 PET WASTE ELIMINATOR I-43130008 320.00 PET WASTE ELIM 6/10/2022 068691 320.00 R 3576 PHILLIP PETERSON I-20220604 BOOTS-6/10/2022 129.99 068692 129.99 1872 PKM ELECTRIC I-20220531 04/26-05/31/2022 6/10/2022 47.00 068693 R I-20220531-2 04/28-05/30/2022 6/10/2022 62.00 068693 109.00 R 4096 PLANTE PLUMBING, INC I-2752 DRAIN CLEANING/ BATHROON REPAI 6/10/2022 297.79 068694 R REPAIRS IN BACK BATHROOM I-2755 6/10/2022 227.50 068694 R I-2765 REPAIR DRAIN 6/10/2022 198.00 068694 723.29 R POLK COUNTY ATTORNEY 0657 329.40 I-20220608 20% SEIZED FUNDS 1800870 6/10/2022 068695 329.40 1938 POLK COUNTY SOLID WASTE INCINE POLK COUNTY SOLID WASTE INCINE R
POLK COUNTY SOLID WASTE INCINE R 9,838.50 I-22-5011 6/10/2022 068696 I-34001 6/10/2022 5.00 068696 9,843.50 REGIONAL SANITATION SERV INC 2100 T-20220527 6/10/2022 180.09 068697 180.09 GARBAGE- ATRPORT R 3693 RUBEN J RESENDIZ 6/10/2022 I-940728 340.00 068698 340.00 SUMMER MAINT/ BOILER 0079 CHARLES W. REYNOLDS I-20220530 6/10/2022 8,673.08 068699 8,673.08 PAYROLL 3834 RMB ENVIRONMENTAL LABORATORIES I-D029777 RMB ENVIRONMENTAL LABORATORIES R 6/10/2022 394.00 068700 RMB ENVIRONMENTAL LABORATORIES R
RMB ENVIRONMENTAL LABORATORIES R 138.00 I-D030022 6/10/2022 068700 6/10/2022 138.00 068700

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RMB ENVIRONMENTAL LABORATORIES R 6/10/2022

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THE LOOPY SPOOL

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VENDOR :	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2146	I-83022	ROTO ROOTER ROTO ROOTER	R	6/10/2022	210.00		068701		210.00
2437		SCOTT'S TRUE VALUE HARDWARE							
	I-71386	KEYS	R	6/10/2022	12.60		068702		
	I-A220033	CLEANER	R	6/10/2022	6.33		068702		
	I-A220637	FIELD SPRAY	R	6/10/2022	39.72		068702		
	I-A221485	SCOTT'S TRUE VALUE HARDWARE	R	6/10/2022	3.70		068702		62.35
2235		SEH, INC							
:	I-426485	FACILITIES PLAN- RES 27413	R	6/10/2022	1,745.00		068703	:	1,745.00
2231		SERVICE PRO OF CROOKSTON INC							
	I-0143574	TRIM STRING	R	6/10/2022	55.96		068704		55.96
4504	I-20220606	SIOUX FALLS EMPIRE BASEBALL AS SR LEGION BASEBALL REG FEE	R	6/10/2022	600.00		068705		600.00
4432	I-6829	SOUTH DAKOTA MUNICIPAL LEAGUE COMM DIRECTOR- JOB POSTING	R	6/10/2022	50.00		068706		50.00
2295	I-897672	STEIN'S INC. PARTS FOR VACUUM	R	6/10/2022	260.79		068707		260.79
2310		STONE'S MOBILE RADIO INC							
	I- 2046074	SHIPPING CHARGE	R	6/10/2022	13.00		068708		
	I-20220405	WARD COMMAND POST RADIO	R	6/10/2022	291.72		068708		304.72
2315		STREICHER'S							
	I-I1569803	9MM PRACTICE	R	6/10/2022	2,406.90		068709		
	I-I1570594	AMMO	R	6/10/2022	1,384.99		068709	;	3,791.89
4273		SUNSET LAW ENFORCEMENT							
	I-0006570-IN	9MM AMMO	R	6/10/2022	520.20		068710		520.20
2731		TERMINIX COMMERCIAL							
:	I-187199	RODENTS	R	6/10/2022	98.50		068711		98.50
3175	I-4503	THE DOOR GUY REPLACED ALL 4 SPRINGS	R	6/10/2022	3,109.00		068712	;	3,109.00

I-06012202 UNIFORM ADJUSTMENTS R 6/10/2022 139.00 068713 139.00

2545

I-216969

I-217249

DATE RANGE: 5/24/2022 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 13 VENDOR SET: 01 City of Crookston
BANK: AP BREMER BANK, N.A. - AP

CHECK INVOICE CHECK CHECK CHECK
DATE AMOUNT DISCOUNT NO STATUS AMOUNT STATUS VENDOR I.D. NAME WILLIAM WALBERT 308 GORGAS AVE-MOWED 4434 308 GORGAS AVE-MOWED R 6/10/2022 526 SOUTH ASH- MOWED R 6/10/2022 129 WASHINGTON AVE- MOWED R 6/10/2022 118 WASHINGTON- MOWED R 6/10/2022 201 8TH STREET - MOWED R 6/10/2022 R 6/10/2022 200.00 R 6/10/2022 100.00 I-984260 068714 I-984261 068714 I-984262 50.00 068714 I-984263 I-984264 150.00 068714 550.00 50.00 068714 2404 TODD'S TIRE SERVICE INC. TODD'S TIRE SERVICE INC.
TODD'S TIRE SERVICE INC. I-31384 R 6/10/2022 R 6/10/2022 R 6/10/2022 38.00 87.00 068715 I-31397 068715 I-31510 BALANCE TIRES 119.00 068715 244.00 2478 U. S. POSTMASTER I-20220601 WATER DEPT - TRUST FUND R 6/10/2022 900.00 068716 900.00 3406 ULINE I-149477387 32 GAL FUNNEL R 6/10/2022 2,052.10 068717 2,052.10 3123 VALLEY ELECTRIC OF CROOKSTON, REPLACE BAD GFCI R 6/10/2022 2,873.38 LIGHT ON WATER TANK- AIRPORT R 6/10/2022 897.33 I-6609 068718 I-6626 068718 3,770.71 0400 VALLEY PLAINS EQUIPMENT RETURNED SEAL C-3293994 R 6/10/2022 RETURNED SEAL RETURN SEAL 39.26CR 068719 RETURN SEAL R 6/10/2022 VALLEY PLAINS EQUIPMENT R 6/10/2022 C-3294004 67.50CR 068719 I-3272671 67.50 068719 MOWER- BLADES R 6/10/2022 R 6/10/2022 I-3308105 92.29 068719 068719 212.80 265.83 I-3330305 SPINDLE VARI SALES CORPORATION 4505 I-90096132 545.00 STAND UP DESK R 6/10/2022 068720 545.00 2506 VERIZON WIRELESS R 6/10/2022 PD DATA I-9906566220 180.05 068721 SERVICES 05/23-06/22/2022 1,337.82 I-9907158204 R 6/10/2022 068721 1,517.87 WEX BANK 4437 I-80764447 FUEL- POLICE R 6/10/2022 245.87 068722 245.87 4437 WEX BANK I-80764528 FUEL- FIRE 6/10/2022 191.15 068723 191.15 R

WIDSETH SMITH NOLTING & ASSOC, R 6/10/2022 187.50

WIDSETH SMITH NOLTING & ASSOC, R 6/10/2022

068724

068724

531.50

344.00

WIDSETH SMITH NOLTING & ASSOC,

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 5/24/2022 THRU 99/99/9999 A/P HISTORY CHECK REPORT PAGE: 14

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHI	ECK NO	CHECK STATUS	CHECK AMOUNT
2600 C-198.23 I-IN000543759	ZIEGLER INC. LAMP HEAD LIGHT CM- GUARD/ SEAL O RING	R R	6/10/2022 6/10/2022	198.23CR 255.72		8725 8725		57.49
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNT	S	CHECI	K AMOUNT
REGULAR CHECKS:	103			172,339.01	0.0			2,339.01
HAND CHECKS:	0			0.00	0.0	0		0.00
DRAFTS:	20			218,202.94	0.0	0	218	8,202.94
EFT:	0			0.00	0.0	0		0.00
NON CHECKS:	0			0.00	0.0	0		0.00
VOID CHECKS:	0 VOID DEBI VOID CRED		0.00	0.00	0.0	0		
TOTAL ERRORS: 0								
VENDOR SET: 01 BANK: AP	NO TOTALS: 123			INVOICE AMOUNT 390,541.95	DISCOUNT			K AMOUNT 0,541.95
BANK: AP TOTALS:	123			390,541.95	0.0	0	390	0,541.95
REPORT TOTALS:	123			390,541.95	0.0	0	390	0,541.95

CK 68618-68725 TOTAL= \$390,541.95 6/10/2022 9:44 AM A/P HISTORY CHECK REPORT PAGE: 15

SELECTION CRITERIA

VENDOR SET: 01-CITY OF CROOKSTON

VENDOR: ALL BANK CODES: All

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 5/24/2022 THRU 99/99/9999 CHECK AMOUNT RANGE: 0.00 THRU

0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO

EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

PRINT STATUS: * - All

RESOLUTION NO.			
At a first r	egular meeting of the City Council of the City of Crookston held on the 13th day of June 2022, Council		
Member	offered the following resolution which was seconded by Council		
Member _	,		
	RESOLUTION TO RECEIVE A DONATION FOR CROOKSTON FIRE DEPARTMENT		
	WHEREAS, The City of Crookston has received donation from Douglas & Barbara Erdman,		
	NOW, THEREFORE, IT IS RESOLVED, by the City Council of Crookston to accept the donation for the Crookston Fire Department Smoke Detector and Carbon Monoxide Alarm Program in the amount of \$100.00.		
Upon the	call of ayes and nays the vote stood as follows:		
Council M	embers 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 _____ City Clerk

Ashley Rystad

	RESOLUTION NO	·
At a first r	egular meeting of the City Council of the City of	Crookston held on the 13th day of June 2022, Council
Member	offered the	e following resolution which was seconded by Council
Member _		
		FOR CROOKSTON PARKS AND RECREATION ARTMENT
	WHEREAS, The City of Crookston has received	donation from Crookston Baseball Association,
	NOW, THEREFORE, IT IS RESOLVED, by the Cit the Crookston Parks and Recreation for Legion	cy Council of Crookston to accept the donation for Coaches in the amount of \$7,000.00.
Upon the	call of ayes and nays the vote stood as follows:	
Council M	embers voting in the affirmative:	
Council M	embers in the negative:	
Upon this	vote, the Mayor declares this resolution	and, if passed, effective upon the Mayor's

_____ Mayor

Dale Stainbrook

_____ City Clerk Ashley Rystad

Attest:

signature this ______ Day of ______, 2022, at

	RESOLUTION NO	D
At a first r	egular meeting of the City Council of the City of	Crookston held on the 13th day of June 2022, Council
Member	offered th	e following resolution which was seconded by Council
Member _		
	RESOLUTION TO APPROVE NUISANCE MOV	VING BID AND CONTRACT WITH THUNDER PAWS
	•	rvices of an independent contractor with respect to is lots within the limits of the City of Crookston, and
	WHEREAS, the City of Crookston published a times for the period May 11-26, 2022 and	request for proposals (RFP) in the Crookston daily
	WHEREAS, a single proposal was received fro Falls, Minnesota, 56750 and	om Thunder Paws 901 Broadway Ave NE, Red Lake
	· · ·	m: Thunder Paws indicated an Hourly Amount of \$ year contract running for the term May 31, 2022,
	WHEREAS, the bidder provided the City a prop	osal which included the following:
	 Dated, digital photo of the property, ident Invoice to the City for each property mowed Property to be mowed on the date specified Copy of Liability Insurance 	ed.
	•	HE CITY COUNCIL OF THE CITY OF CROOKSTON ement with Thunder Paws with the provisions of \$50.00.
		/ED the City Administrator of the Crookston of ry to effectuate a contract for nuisance grass and oder Paws.
Upon the	call of ayes and nays the vote stood as follows:	
Council M	embers voting in the affirmative:	
Council M	embers in the negative:	
Upon this	vote, the Mayor declares this resolution	and, if passed, effective upon the Mayor's

_____ Mayor

Dale Stainbrook

Ashley Rystad

Attest:

signature this ______ Day of ______, 2022, at

_____ City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

Independent contractor agreement (the "Agreement") made on May 31, 2022, between the City of Crookston, a Municipality organized and existing pursuant to the laws of the State of Minnesota, having its principal office at 124 North Broadway, Crookston, Minnesota 56716, and William Brandon Walbert DBA: Thunder Paws Services, having its principal place of business in Red Lake Falls, Minnesota (the "Independent Contractor").

Article I

1.1 Terms of Agreement

The services called for under this Agreement shall commence on May 31, 2022 and shall terminate on November 30, 2023.

1.2 Work to Be Performed

City desires the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work: lawn mowing of nuisance grass.

1.3 Terms of Payment

City shall pay the Independent Contractor according to the following terms and conditions: \$50 per hour.

1.4 Reimbursement of Expenses and Equipment Costs

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

Article II

2.1 Independent Contractor Status

The Independent Contractor expressly represents and warrants to City that (1) he is not and shall not be construed to be an employee of the City and that his status shall be that of an independent contractor for which he is solely responsible for his actions and inactions; and (2) the Independent Contractor shall not act as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

2.2 Performance of work

The Independent Contractor shall devote such time and effort to the performance of this Agreement so as to effectively perform such services and to accomplish the purposes thereof. The independent contractor shall supply, at his own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

2.3 Compliance with Laws

The Independent Contractor represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

2.4 Payment to Independent Contract Employees

The Independent Contractor shall be solely responsible for paying his employees.

2.5 Federal, State, and Local Payroll Taxes

The independent Contractor acknowledges that City shall neither pay nor withhold federal, state or local income tax or payroll tax of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor shall not be treated as an employee for the services performed hereunder for federal, state, or local tax or any other purposes.

2.6 Notice to Independent Contractor About Its Tax Duties and Liabilities

The Independent Contractor understands that he is responsible to pay, according to law, his income taxes. If the Independent Contractor is not a corporation, he further understands that he may be liable for self-employment (social security) tax, to be paid by the Independent Contractor according to law.

2.7 Responsibility for Workers' Compensation

The Independent Contractor understands that no workers' compensation insurance shall be obtained by City covering the Independent Contractor or his employees. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and his employees.

2.8 Non-Eligibility for Benefits

The Independent Contractor acknowledges that as a non-employee, he is not eligible to participate in any of City's employee benefit programs (nor are his spouse or dependents) and waives all rights to such benefits, including any right to file a claim for any employee benefits under the Minnesota Public Employee Retirement Association (PERA), applicable state or local law, or any City policy, practice, procedure, or program. The Independent Contractor also agrees that should he at a later time become

an employee of City, he would become eligible to participate in City's employee benefit programs at that time, in accordance with the terms of each plan and City policies, practices, procedures, and programs.

2.9 Assignability

The Independent Contractor shall not be allowed to assign this Agreement in whole or in part. Any attempt to assign this agreement shall be null and void.

Article III

2.10 Termination of Agreement

A. Either party may terminate this Agreement by giving 30 days' written notice to the other of its intent to terminate this agreement. Such termination may be made with or without cause. During the 30-day period after such notice is sent, the parties shall continue to act toward each other in good faith.

B. Either party may terminate this Agreement with reasonable cause, effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include: material violation of this agreement or any act exposing the other party to liability for personal injury, property damage, or any other liability cognizable by a judicial body of competent jurisdiction.

3.1 Effect of Termination

Upon termination of this Agreement, the City will compensate the Independent Contractor for work performed under this Agreement to the date of termination, as agreed to by the parties in writing. Where agreement cannot be reached, provisions of Article V shall apply.

Article IV

3.2 Defense and Indemnification of Claims

At its own cost and expense, Independent Contractor shall defend, indemnify and hold harmless City from and against any claims brought by third parties as a result of performance of this Agreement. If Independent Contractor shall fail to promptly, professionally and diligently defend City, City may, but shall have no obligation to, assume the conduct of the defense, or settle the claim without Independent Contractor's consent and Independent Contractor shall thereupon be fully responsible for the costs and expenses of the defense and/or settlement.

3.3 Insurance

The Independent Contractor does further agree that in order to protect itself as well as the City under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force:

(1) A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less that \$300,000 for property damaged arising from one occurrence, \$600,000 for total bodily or personal injuries or death and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protecting the City, its offices, agents and employees by specific endorsement or certificate acknowledging the contract between the Provider and the City, through the Department, naming the City as an additional insured.

3.4 Choice of Law

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Minnesota.

Article VI

3.5 Entire Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

3.5 Nonwaiver

The failure of either party to this Agreement to exercise any of its rights under this agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

3.6 Severability

If any part of this agreement is held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

3.7 Survival

Independent Contractor agrees that Articles II – VI of this Agreement and subsections therein shall survive termination of this Agreement and shall be fully enforceable thereafter.

3.8 Acknowledgements

The Independent Contractor hereby acknowledges that he has been provided with a copy of this Agreement prior to signing it, that he has been advised and given the opportunity to have this Agreement reviewed by his own attorney prior to signing the Agreement, that he understands the purposes and effects of this Agreement, and that he has been given a signed copy of this Agreement for his own records. The Independent Contractor expressly acknowledges and agrees that the execution by City of this Agreement constitutes full, adequate, and sufficient consideration to Independent Contractor from City for the duties, obligations, and covenants of Independent Contractor under this Agreement and that City has a legitimate business interest in obtaining Independent Contractor's commitment to the duties, obligations, and covenants of this Agreement. City expressly acknowledges and agrees similarly with respect to the consideration received by it from Independent Contractor under this Agreement.

3.9 Ambiguity

It is the intention of both City and Independent Contractor that the normal rule of construction to the effect of any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation or construction of this Agreement. Both parties shall be deemed to have participated equally in the drafting of this Agreement.

3.10 Headings

The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 31th day of May 2022.

INDEPENDENT CONTRACTOR

CITY OF CROOKSTON

By:

By:

SIGNED ORIGINAL

Brandon William Walbert
DBA: Thunder Paws Services

SIGNED ORIGINAL

Charles Reynolds City Administrator



2022 Special Meeting Agenda Monday, June 27, 2022 • City Hall • 6:45 PM

Members: Kristie Jerde, Dale Stainbrook, Clayton Briggs, Don Cavalier, Joe Kresl, Dylane Klatt and Wayne Melbye

Assistant Treasurer: Ryan Lindtwed and Interim City Administrator: Charles

Reynolds

CHEDA Staff: Bill Tate, Theresa Tahran and Jill Schulz

1) Call Meeting to Order

- 2) Approve Payables
- 3) Adjournment

RESOLUTION NO	
---------------	--

At a first regular meeting of the City Council of	the City of Crookston held on the 13th day of June 2022, Council
Member	offered the following resolution which was seconded by Council
Member	,
RESOLUTION AUTHORIZING ENGA	AGEMENT OF PROFESSIONAL DESIGN SERVICES FOR THE LIBRARY
WHEREAS, the City of Crookston's existing public central areas around roof and,	library is experiencing roof leaks in and around the clear story windows in the
WHEREAS , the likely cause of the leakage issues at the openings and,	re the existing translucent clear story windows and sealant joints in and around
WHEREAS, the existing translucent windows should	be replaced with new and,
WHEREAS, the adjacent flat roof area slope should l	pe improved to include drainage away from the area and,
WHEREAS, the existing gutters with new and increase	sing coverage should be placed and,
WHEREAS , the Crookston library director has rece allow for bidding and construction of the repair and	ived a proposal for services for the development of construction documents to maintenance project and,
	a proposal in the lump sum of \$12,900 to complete the scope of services with plan, window details and construction specification and,
WHEREAS, Widseth Engineering firm shall perform I	pidding and construction plan administration services.
_	ineering has been selected to be the provider of the architectural design and sect to improvements at the Crookston Public Library.
IT IS FURTHER RESOLVED, the City of Crookston e design and bidding construction services regarding i	nter into a contract with Widseth Engineering with respect to the architectural mprovements at the Crookston Public Library.
	nistrator of the City of Crookston are authorized to enter into and sign a contract litectural design and bidding construction administrative services regarding the
Upon the call of ayes and nays the vote stood a	s follows:
Council Members voting in the affirmative:	
Council Members in the negative:	
Upon this vote, the Mayor declares this resolut	ion and, if passed, effective upon the Mayor's
signature this Day of	, 2022, at
Attest:	Mayor
	Dale Stainbrook
City Clerk Ashley Rystad	

	RESOLUTION NO
At a first r	egular meeting of the City Council of the City of Crookston held on the 13th day of June 2022, Council
Member	offered the following resolution which was seconded by Council
Member _	,
	RESOLUTION TO APPROVE A CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
	WHEREAS, on February 14, 2022 the City of Crookston initiated a search process for a City Administrator and,
	WHEREAS, on May 9, 2022 the search process for the City Administrator was completed and,
	WHEREAS , the process was completed with no candidate to be recommended to the City Council and,
	WHEREAS , The Mayor, Dale Stainbrook and former City Administrator, Amy Finch completed an interview process and negotiations and is recommending entering an employment agreement for the position of City Administrator with Charles Reynolds effective May 28, 2022.
	NOW, THEREFORE, IT IS RESOLVED by the City Council of Crookston, Minnesota to enter into an employment agreement with Charles Reynolds for the Interim City Administrator position effective May 28, 2022.
	IT IS FURTHER RESOLVED that the Mayor is hereby authorized to sign any and all documents necessary to effectuate an employment agreement with the City of Crookston and Charles Reynolds regarding the employment of Charles Reynolds as City Administrator.
Upon the	call of ayes and nays the vote stood as follows:
Council M	embers voting in the affirmative:
Council M	embers in the negative:
Upon this	vote, the Mayor declares this resolution and, if passed, effective upon the Mayor's

_____ Mayor

Dale Stainbrook

Ashley Rystad

Attest:

signature this ______ Day of ______, 2022, at

_____ City Clerk

AN ORDINANCE REGULATING THE OPERATION OF MOBILE FOOD UNITS IN THE CITY OF CROOKSTON

Sect. 1. Purpose and Intent.

To protect the health, safety, and welfare of the public, establish a uniform set of regulation which are fair and equitable, ensure that persons vending on private property do no impede on public space, provide a variety of goods, services, and economic opportunities to the community at large, and encourage active street level activity to enhance the urban environment.

Sect. 2. Definitions

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile Food Unit (MFU)

A mobile food unit (MFU) is a food and beverage service establishment that is a vehicle mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location. The unit can operate no more than 21 days annually at any one place unless it is operated at the site of and in conjunction with a permanent business licensed under Minnesota Statutes, chapter 157 or chapter 28A. All MFU must operate in compliance with the Minnesota food code.

Mobile Food Vendor (MFV)

Any individual, company, restaurant, or organization operating a mobile food unit unless specifically exempted in Section 6.

Base of Operations

Shall mean a licensed and approved catering establishment, restaurant, commercial kitchen, or other approved place in which food, containers or supplies are kept, handled, prepared, packaged or stored, and which has also obtained approval from the State of Minnesota Health Department, Minnesota Department of Agriculture or Crookston County Environmental Services.

Sect. 3. Licenses & Permit

No person shall sell, or offer for sale, food of any type from a mobile food unit as defined in Section 2, within the City of Crookston without first complying with the regulations contained in this section unless specifically exempted in Section 6. Mobile Food Units must obtain the following permits, licenses, and approvals in order to legally operate:

1) State or County License

a) A MFU shall hold a valid license from Crookston County Environmental Services, the State of Minnesota Department of Health or Department of Agriculture. Any conditions of the State Health Department shall be incorporated into the license issued under this ordinance, in addition to any other conditions by the City of Crookston.

2) City Permit

- a) A MPV shall not operate a MFU without a permit issued by the city authorizing such operation. The City Administrator shall prescribe the form for application of permit for MFU. The City Council shall establish appropriate fees for the MFU permit according to the adopted city fee schedule which may be adjusted from time to time.
- b) Permits issued by the City Administrator shall be valid only for the location and duration identified by the mobile food vendor on the prescribed application and shall not be transferable.

Sect. 4. Operational Requirements

Mobile food units and vendors are required to operate under the following requirements:

- 1) The mobile food unit permit and all applicable health certificates including food inspection reports, under which the unit is operating must be firmly attached and visible to the public on the mobile food unit at all times.
- 2) A mobile food unit shall not operate in the public right-of-way or on private property unless a city issued permit was first obtained in accordance with this ordinance or is specifically exempted in Section 6 of this ordinance.
- 3) Mobile food units shall not operate on any private property without the prior consent of the owner and must comply with all other location restrictions set forth in Section 5.

- 4) Mobile food units shall not make sounds or announcement to call attention to the food truck either while traveling on the public rights-of-way or when stationary. At all times the food trucks and surrounding area shall be in in compliance with the City of Crookston's Noise Control Ordinance.
- 5) Mobile food units shall not be left unattended or stored on the site when service is not underway.
- 6) A person operating a mobile food unit shall not conduct business with or accept orders from any patron or customers while such patrons or customers are in their motor vehicles.
- 7) Mobile food units shall not provide temporary seating for customers.
- 8) Mobile food units shall be self-contained and shall not connect to any public utilities, including but not limited to, water, sewer and electricity.
- 9) Signage shall be displayed on the mobile food unit only. Directional signage shall not be permitted.
- 10) Each mobile food unit shall provide a receptacle for litter, which shall be located within fifteen (15) feet of the unit and shall be maintained and emptied regularly. The receptacle must be adequate in size, so waste does not begin to overflow from the receptacle.
- **11)** The area within which a mobile food unit is operating shall, always, be kept clean and free from litter, garbage, rubble and debris generated by the MFU within a fifty (50) foot radius.
- 12) All waste shall be disposed of at the mobile food unit's base of operation or at a facility licensed to accept waste.

Sect. 5. Location

- 1) While in operation, a mobile food unit shall maintain a minimum distance of 150 feet from any building housing an established and licensed eating establishment. This distance will be measured from the main serving window in a straight line to the property line of the nearest brick and mortar food establishment. If a food truck operates less than 150 feet from any building housing an established and licensed eating establishment, they must have expressed and signed consent from all affected establishments in order to operate. This consent must be updated annually and can be revoked by any affected establishment by providing notice in writing to the owner of mobile food unit and the City of Crookston. This provision shall not apply to mobile food units operating by invitation of an organization who has obtained a special event permit approved by the Crookston City Council.
- 2) Maintain a clearance of at least 10 feet from buildings, structures, vehicles and any combustible materials.
- 3) Each location for the operation of any food truck must be approved in advance by the City of Crookston.

Sect. 6. Exempt Persons and/or Organizations

The following persons and/or organizations shall be exempt from the provisions of this ordinance. The City Administrator shall determine if a person and/or organization falls within these exemptions, subject to appeal to the city council.

- 1) Any organization associated with a public or private school, or youth activity such as, but not limited to Scouts, church groups, or athletic leagues located in the Crookston School District.
- 2) Children conducting a neighborhood lemonade stand or similar type with parent's approval on their own property.
- 3) Farmers or others selling homegrown produce.
- 4) Any non-profit organization or government entity that currently has tax-exempt status from either the state or federal government and can provide immediate evidence of that status upon request.
- 5) A mobile food unit that is operating by invitation of a person or organization who has obtained a special event permit approved by the Crookston City Council.
- 6) A mobile food unit operating in conjunction with an auction sale.

Sect. 7. Investigation; Granting, Denial, or Revocation

- 1) All permit applications under this ordinance shall be made to the office of the city administrator and referred to the chief of police and such other municipal departments or offices as the city administrator deems necessary for verification and investigation of the facts set forth in the application. The chief of police and other department heads of officers consulted shall submit comments and/or recommendations to the city administrator who shall determine whether to issue the permit.
- 2) The existence of any ground for denial or revocation does not mean the city must deny or revoke the permit. If the permit is mistakenly issued to a person, it shall be revoked upon the discovery that the person was ineligible for the permit under this ordinance.

- 3) The city shall have the discretion to consider, in granting, denying, or revoking a permit, any reasonable facts or circumstances relating to public health, safety, and welfare, including but not limited to the following:
 - a) The proximity of the proposed activities to churches, schools, playgrounds, parks or other community facilities which might be adversely affected.
 - b) The proximity of the proposed activities in relation to traffic congestion and parking which causes a threat to public safety, interference with normal traffic flow, congestion, or inconvenience to the public.
 - c) Past fraud, misrepresentation, or misstatement in the course of carrying on business.
 - d) Revocation within the preceding 12 months of past permit issued or past violations of any provisions of the ordinance.
 - e) Failure to provide any information required on the application or providing false or misleading information.
 - f) Denial or revocation of a mobile food unit permit by another city or governmental entity with the preceding 12 months.
- 4) Failure of any person to comply with any of the ordinances of the City, Polk County or the laws of the State, or any conditions/restrictions imposed on a permit, shall be grounds for denying or revoking a mobile food unit permit.
- 5) If a permit is denied by the office of the City Administrator, the City Administrator shall notify the applicant of the determination in writing, including the facts of which this determination was made, and their right to a hearing before the City Council.

Sect. 8. Insurance

A certificate of insurance, naming the City of Crookston as Certificate Holder, evidencing the following forms of insurance shall be provided with a complete application to the City Administrator:

- 1) Commercial general liability insurance, with a limit of not less than one million dollars (\$1,000,000) per occurrence; not less than two million dollars (\$2,000,000) annual aggregate. The following coverages shall be included: Premises and Operation Bodily Injury and Property Damage; Personal and Advertising Injury; and Products and Completed Operation Liability (including coverage for food products).
- 2) Commercial Automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence, combined single limit. The following coverages shall be included: Liability arising out of any auto, including owned, hired and non-owned vehicles. Claims of damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all autos.
- 3) Certificate of insurance must contain a provision requiring notification to be sent to the city should the policy be cancelled before its stated expiration date.

Sect. 9. Violations and Penalties

A violation of this ordinance shall be an administrative offense and is subject to the city penalties set forth in the schedule of offenses and penalties in Section 117.11.D of the Crookston City Code. In the event a party charged with an administrative offense fails to pay the penalty, a charge may be brought against the alleged violator in accordance with applicable statutes. If the penalty is paid, no further charge shall be brought by the city for the same violation.

Sect. 10. Effective Date

This ordinance shall be in full force and effect upon its adoption and publication according to law.

Passed and adopted by the City Council of the City of Crookston this