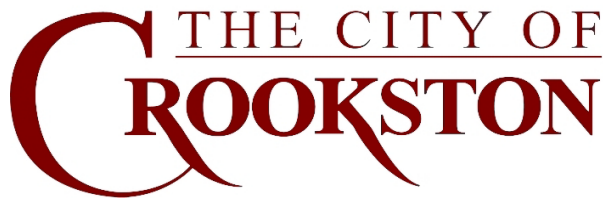


Mayor -Dale Stainbrook

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**

**July 11, 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/c/CityofCrookstonChannel>**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

**4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**

**4.01** Presentation from Bob Herkenhoff on Park donation.

**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 June 27, 2022, City Council meeting.

**6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$414,082.52 Check No 68820-68907.

**6.03** Approval of Crookston Housing & Economic Development Authority (CHEDA) Agenda for July 12, 2022.

**6.04** Resolution to receive Donation from Brost Chevrolet for Crookston Youth Sports.

**6.05** Resolution to receive Donation from American Crystal Sugar Company for the Crookston Fire Department.

**6.06** Resolution to approve Dance permit for Downtown Crookston Development Partnership Event on July 19, 2022.

**6.07** Resolution to approve Dispensing of Intoxicating Liquor on Premises at a Downtown Crookston Development Partnership Community Event.

**6.08** Resolution to Declare Police Impound Vehicles as Surplus Property.

**6.09** Resolution to receive Donation from Walmart for the Crookston Police Department - Night to Unite.

**7. PUBLIC HEARINGS**

**8. REGULAR AGENDA**

**8.01** Resolution to approve Charles Reynolds in his capacity as the City Attorney and as employee of the City.

**8.02** Resolution to approve the American Tower/ Verizon Wireless Lease.

**8.03** Further discussion on the 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 JUNE 27, 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.

**ROLL CALL**

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

Council Members absent:

Staff present: Charles Reynolds, Darin Selzler, Greg Hefta, Brandon Carlson, Jake Solberg, Tim Froeber, Ryan Lindtwed, Chad Palm, and Ashley Rystad.

**CROOKSTON FORUM**

**PRESENTATION AND PUBLIC INFORMATION ANNOUNCEMENT**

**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 Klatt, and duly carried to approve the agenda.

**CONSENT AGENDA**

Mayor Stainbrook asked if anyone wished to remove anything from the Consent Agenda. On motion by Council Member Briggs, seconded by Council Member Jerde, and duly carried to approve the Consent Agenda.

- 6.01** Approve proposed City Council Minutes from June 13, 2022, City Council meeting.
- 6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$280,391.40 Check No 68726-68819. (Res No. 27487)

**PUBLIC HEARINGS**

**REGULAR AGENDA**

- 8.01** Motion was made by Council Member Melbye, seconded by Council Member Cavalier; City Interim Administrator, Corky Reynolds, briefed the Council that this loan is approximately \$12,000 dollars. If they maintain the property for 5 years or longer, then the loan would be forgiven. They did maintain the property for 5 years. It was duly carried to approve the Resolution to approve Rental Rehabilitation Loan Program Mortgage Satisfaction to Willard and Linda Nephew, husband and wife, DBA: W.L.N. Properties, LLC Document #A000649788. (Res No. 27488)
- 8.02** Motion was made by Council Member Erickson, seconded by Council Member Cavalier; City Interim Administrator, Corky Reynolds, briefed the Council that this mortgage was one that required them to pay back the amount they borrowed, again approximately \$12,000 dollars. Those payments have been made. It was duly carried to approve the Resolution to approve Rental Rehabilitation Loan Program Mortgage Satisfaction to Willard and Linda Nephew, husband and wife, DBA: W.L.N. Properties, LLC Document #A000649789. (Res No. 27489)

- 8.03** Motion was made by Council Member Briggs, seconded by Council Member Cavalier; City Interim Administrator, Corky Reynolds, briefed the Council that this is amending the contract in two distinct areas. One, it extends it through June 2024. Second, it just designates Charles Reynolds instead of Shannon Stassen as the fiduciary on behalf of the city. It was duly carried to approve the Resolution to Amend the State of Minnesota Grant Contract with respects to Improving sites along the Red Lake River Corridor including Central Park. (Res No. 27490)
- 8.04** Motion was made by Council Member Klatt, seconded by Council Member Kresl; City Interim Administrator, Corky Reynolds, briefed the Council that the Downtown Crookston Development Partnership is continuing having a group of people to come and perform music and food trucks, and the music may proceed to have dancing. It was duly carried to approve the Resolution to approve Dance Permit for Downtown Crookston Development Partnership Event on June 28, 2022. (Res No. 27491)
- 8.05** Motion was made by Council Member Briggs, seconded by Council Member Jerde; City Interim Administrator, Corky Reynolds, briefed the Council that Downtown Crookston Development Partnership is using a local caterer, and the area where it will be sold will be designated. They will be complying with our rules and regulations for that activity. It was duly carried to approve the Resolution to approve dispensing of intoxicating liquor on premises at a Downtown Crookston Development Partnership Community Event. (Res No. 27492)

## REPORTS AND STAFF RECOMMENDATIONS

### Charles “Corky” Reynolds, Interim City Administrator:

- Been working with various food truck units who are coming to our city. I believe sometime this week we will have at least five vendors here. They have been very active with applying for permits. We are working with interpretation of our ordinance and getting their feedback as well. We are constructing a potential food truck ordinance for your consideration at the next meeting.
- We have had several interested parties now for purchasing property in our industrial park area.

### Chad Palm, IT Director:

- The city now has a permanent URL or shortcut for our YouTube Channel and that link is [www.youtube.com/c/cityofcrookstonchannel](http://www.youtube.com/c/cityofcrookstonchannel)
- Our website training for our website committee will begin next week and we are still looking at the 27<sup>th</sup> of July for the rollout of the new city website.
- The ad is out for our new IT Technician and that will run for a couple more weeks.

### Tim Froeber, Fire Chief:

- Brandon, Dave Lessard, Shane Heldstab, and I took a tour up and down the river looking for damages on the wet side of the dike. There are some damage areas that we will be looking at to get prices to get it fixed.
- Last week we had CERT training with the key people in our community that helped us out with the flood fight. The meeting was very informative and had a lot of good discussions.

### Brandon Carlson, Public Works Director:

- Street crews started the sidewalk repairs downtown today by Widseth block. The trees had to be removed since they created a trip hazard in the sidewalks.
- It's been a lot of brush clean up this past week with all the heavy winds, so they have been working on that.
- We are having issues with one of our garbage trucks and staffing issues. It's easier to use the newer truck to go get brush. The clean up this week is Monday, Tuesday, Wednesday's regular garbage routes were picked up today and then Thursday, Friday will be picked up tomorrow.
- I have been receiving a lot of questions about diseased trees and you don't want to remove the diseased trees during the summer when the insects are active because it could transfer the disease to healthy trees. I will be collecting an inventory of trees that need to be trimmed or removed.
- We had to close gates with river coming up again this weekend. We closed five gates and we reopened them today. They are getting lots of use this year.
- We have a force main leak from our main lift station out to the ponds, and Zavorals was supposed to be here.

**Darin Selzler, Police Chief:**

- Patrol and investigations continue to be extremely busy with over 300 calls for service in the last two weeks.
- We are having our first Night to Unite planning meeting tomorrow. It's our largest community outreach program that we sponsor. The event will be at UMC again this year.
- I attended a regional Chiefs meeting this week in Fosston and we are generally meeting about every other month. The President of Minnesota Chiefs of Police Association was there, and we discussed hiring again. Obviously it's a State and National problem. There is some proposed legislature right now that could possibly provide funding.
- We had a couple officers attend a state mandated driving training last week.
- Currently our squad is being upfitted where the equipment is being installed. We are hoping to have that later this week. There are a few subtle decal changes.

**REPORTS FROM CITY COUNCIL MEMBERS**

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

- I attended the CERT training sessions. It was nice to go over how the flood event went and ideas on how we could do things maybe a little bit different. Overall, the team did a really good job, and I really appreciate everyone who is part of that.

**Steve Erickson, Council Member 2<sup>nd</sup> Ward,**

- No Report

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

- No Report

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

- I attended the League of Minnesota Cities Annual Conference. I had a lot of good learning material for everyone. They have a new organization called the Braver Angels. They foster opportunities for Elected Officials.
- The Chamber tomorrow, June 28, 2022, is having an agricultural meeting down in Fargo, ND.

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

- No Report

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

- No Report

**Tom Vedbraaten, Council Member-at-Large,**

- No Report

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

- No Report

**Mayor Dale Stainbrook**

- I attended the CERT training sessions on the post flood fight last week, and I want to give a thanks to the Fire Department for putting that on again.
- I see we have Jeremy Olson here, thank you for serving our community, and I wish the best of luck to you.

The Mayor, Council and staff would like to say their condolences to the Melbye Family.

**ADJOURNMENT**

Mayor Stainbrook declared the meeting adjourned at 7:36pm.

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Dale Stainbrook, Mayor

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Ashley Rystad, City Clerk

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July 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 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:

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

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

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 6/28/2022 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0048	AMERICAN FAMILY LIFE ASSURANCE							
	I-AA1202206025198 AFLAC WITHHOLDING	D	6/28/2022	9.99		000955		
	I-AA1202206205222 AFLAC WITHHOLDING	D	6/28/2022	9.99		000955		
	I-AA4202206025198 AFLAC WITHHOLDING	D	6/28/2022	82.48		000955		
	I-AA4202206205222 AFLAC WITHHOLDING	D	6/28/2022	82.48		000955		
	I-AP1202206025198 AFLAC WITHHOLDING	D	6/28/2022	113.47		000955		
	I-AP1202206205222 AFLAC WITHHOLDING	D	6/28/2022	113.47		000955		
	I-AP2202206025198 AFLAC WITHHOLDING	D	6/28/2022	186.41		000955		
	I-AP2202206205222 AFLAC WITHHOLDING	D	6/28/2022	186.41		000955		
	I-AP3202206025198 AFLAC WITHHOLDING	D	6/28/2022	55.86		000955		
	I-AP3202206205222 AFLAC WITHHOLDING	D	6/28/2022	55.86		000955		
	I-AP5202206025198 AFLAC WITHHOLDING	D	6/28/2022	3.25		000955		
	I-AP5202206205222 AFLAC WITHHOLDING	D	6/28/2022	3.25		000955		
	I-AP6202206025198 AFLAC WITHHOLDING	D	6/28/2022	43.37		000955		
	I-AP6202206205222 AFLAC WITHHOLDING	D	6/28/2022	43.37		000955		
	I-AP7202206025198 AFLAC WITHHOLDING	D	6/28/2022	37.00		000955		
	I-AP7202206205222 AFLAC WITHHOLDING	D	6/28/2022	37.00		000955		
	I-JUNE ADJUSTMNET JUNE 2022 ADJUSTMENT	D	6/28/2022	5.93		000955		1,069.59
3684	COLONIAL LIFE							
	I-CA1202206025198 COLONIAL WITHHOLDING	D	6/28/2022	18.40		000956		
	I-CA1202206205222 COLONIAL WITHHOLDING	D	6/28/2022	18.40		000956		
	I-CA2202206025198 COLONIAL WITHHOLDING	D	6/28/2022	80.79		000956		
	I-CA2202206205222 COLONIAL WITHHOLDING	D	6/28/2022	80.79		000956		
	I-CA3202206025198 COLONIAL WITHHOLDING	D	6/28/2022	50.83		000956		
	I-CA3202206205222 COLONIAL WITHHOLDING	D	6/28/2022	50.83		000956		
	I-CHEDA JUNE 2022 CHEDA JUNE 2022	D	6/28/2022	131.30		000956		
	I-CP1202206025198 COLONIAL WITHHOLDING	D	6/28/2022	153.92		000956		
	I-CP1202206205222 COLONIAL WITHHOLDING	D	6/28/2022	153.92		000956		
	I-CP2202206025198 COLONIAL WITHHOLDING	D	6/28/2022	93.27		000956		
	I-CP2202206205222 COLONIAL WITHHOLDING	D	6/28/2022	93.27		000956		
	I-CP3202206025198 COLONIAL WITHHOLDING	D	6/28/2022	14.13		000956		
	I-CP3202206205222 COLONIAL WITHHOLDING	D	6/28/2022	14.13		000956		
	I-CP4202206025198 COLONIAL WITHHOLDING	D	6/28/2022	41.91		000956		
	I-CP4202206205222 COLONIAL WITHHOLDING	D	6/28/2022	41.91		000956		1,037.80
2853	DELTA DENTAL							
	C-REYNOLDS JULY REYNOLDS JULY ADJUSTMENT	D	6/28/2022	30.00CR		000957		
	I-CHEDA JULY 2022 CHEDA/JULY 2022	D	6/28/2022	255.00		000957		
	I-DPE202206025198 DELTA DENTAL WITHHOLDING	D	6/28/2022	42.50		000957		
	I-DPE202206205222 DELTA DENTAL WITHHOLDING	D	6/28/2022	42.50		000957		
	I-DPF202206025198 DELTA DENTAL WITHHOLDING	D	6/28/2022	680.00		000957		
	I-DPF202206205222 DELTA DENTAL WITHHOLDING	D	6/28/2022	680.00		000957		
	I-DPT202206025198 DELTA DENTAL WITHHOLDING	D	6/28/2022	570.00		000957		
	I-DPT202206205222 DELTA DENTAL WITHHOLDING	D	6/28/2022	600.00		000957		2,840.00

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 6/28/2022 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0194	NWSC/MEDICA							
	C-ELLINGSON JULY ADJ	COBRA ELLINGSON MAY & JUNE ADJ	D	6/28/2022		1,844.24CR	000958	
	I-BOUTWELL JULY ADJ	COBRA WILLIAM BOUTWELL 7/2022	D	6/28/2022		922.12	000958	
	I-CHEDA JULY 2022	CHEDA/JULY 2022	D	6/28/2022		4,426.98	000958	
	I-HD3202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		727.54	000958	
	I-HD3202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		727.54	000958	
	I-HD6202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		524.41	000958	
	I-HD6202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		524.41	000958	
	I-HD8202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		1,984.02	000958	
	I-HD8202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		1,984.02	000958	
	I-HF3202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		2,104.34	000958	
	I-HF3202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		2,104.34	000958	
	I-HF6202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		2,275.23	000958	
	I-HF6202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		2,275.23	000958	
	I-HS3202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		7,376.96	000958	
	I-HS3202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		7,376.96	000958	
	I-HS6202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		5,649.61	000958	
	I-HS6202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		5,649.61	000958	
	I-HS7202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		1,885.95	000958	
	I-HS7202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		1,885.95	000958	
	I-HS8202206025198	HEALTH INS WITHHOLDING	D	6/28/2022		2,933.77	000958	
	I-HS8202206205222	HEALTH INS WITHHOLDING	D	6/28/2022		2,933.77	000958	
	I-JULY BUY UP MEDICA	JULY BUY UP MEDICARE NOTICES	D	6/28/2022		2.85	000958	54,431.37
4456	VSP							
	I-BARNES JULY ADJUST	BARNES JULY ADJUSTMENT	D	6/28/2022		8.04	000959	
	I-CHEDA JULY 2022	CHEDA/JULY 2022	D	6/28/2022		91.68	000959	
	I-TENNESON JUNE 2022	TENNESON JUNE 2022	D	6/28/2022		8.04	000959	
	I-VC 202206025198	VSP WITHHOLDING	D	6/28/2022		37.28	000959	
	I-VC 202206205222	VSP WITHHOLDING	D	6/28/2022		37.28	000959	
	I-VE 202206025198	VSP WITHHOLDING	D	6/28/2022		164.82	000959	
	I-VE 202206205222	VSP WITHHOLDING	D	6/28/2022		164.82	000959	
	I-VF 202206025198	VSP WITHHOLDING	D	6/28/2022		76.40	000959	
	I-VF 202206205222	VSP WITHHOLDING	D	6/28/2022		76.40	000959	
	I-VS 202206025198	VSP WITHHOLDING	D	6/28/2022		43.35	000959	
	I-VS 202206205222	VSP WITHHOLDING	D	6/28/2022		43.35	000959	751.46
0299	CAPITAL BANK AND TRUST COMPANY							
	I-DC3202206295226	DEF COMP WITHHOLDING	D	7/01/2022		725.00	000960	725.00
1550	P.E.R.A.							
	I-P-C202206295226	PERA WITHHOLDING	D	7/01/2022		10,386.79	000961	
	I-PPF202206295226	PERA WITHHOLDING	D	7/01/2022		18,232.70	000961	28,619.49

VENDOR SET: 01 City of Crookston

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DATE RANGE: 6/28/2022 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2606	EFTPS							
I-T1 202206295226	FEDERAL TAX WITHHOLDING	D	7/01/2022	12,974.67		000962		
I-T3 202206295226	FICA TAX WITHHOLDING	D	7/01/2022	13,066.82		000962		
I-T4 202206295226	MEDICARE TAX WITHHOLDING	D	7/01/2022	4,746.80		000962		30,788.29
2607	MN DEPT OF REVENUE							
I-T2 202206295226	STATE TAX WITHHOLDING	D	7/01/2022	6,778.59		000963		6,778.59
2681	MN STATE RETIREMENT SYSTEM							
I-DC7202206295226	MN DEFERRED COMPENSATION-457B\$	D	7/01/2022	200.00		000964		
I-DC8202206295226	MN DEFERRED COMPENSATION-ROTH%	D	7/01/2022	63.00		000964		
I-SP2202206295226	HEALTH CARE SAVINGS PLAN	D	7/01/2022	402.03		000964		
I-SPA202206295226	HEALTH CARE SAVINGS PLAN	D	7/01/2022	723.33		000964		1,388.36
3047	CAPITAL BANK AND TRUST COMPANY							
I-DC5202206295226	DEF COMP EMPLOYER CONTRIBUTION	D	7/01/2022	66.44		000965		66.44
0650	ELAN FINANCIAL SERVICES							
I-202207075229	ELAN FINANCIAL SERVICES	D	7/08/2022	13,287.28		000966		13,287.28
0412	AFSCME COUNCIL 65							
I-UDA202206025198	UNION DUES WITHHOLDING	R	6/28/2022	620.82		068820		
I-UDA202206205222	UNION DUES WITHHOLDING	R	6/28/2022	620.82		068820		1,241.64
4512	JOE GOULET							
I-202206285225	P2P RETURN SEIZED FUNDS	R	6/28/2022	3,030.00		068821		3,030.00
1982	MADISON NATIONAL LIFE							
I-CHEDA JUNE 2022	CHEDA JUNE 2022	R	6/28/2022	16.50		068822		
I-COBRA ELLING 6/22	COBRA/KENT ELLINGSON 6/2022	R	6/28/2022	4.75		068822		
I-COBRA RIOPEL 6/22	COBRA/RIOPELLE 6/2022	R	6/28/2022	4.75		068822		
I-GRAFF JUNE ADJUST	GRAFF JUNE ADJUSTMENT	R	6/28/2022	5.50		068822		
I-LIB202206205222	LIFE INSURANCE BENEFIT	R	6/28/2022	302.50		068822		
I-TENNESON 6/22	TENNESON JUNE 2022	R	6/28/2022	11.00		068822		345.00
1435	MINNESOTA BENEFIT ASOCIATION							
I-MBA202206025198	INSURANCE WITHHOLDING	R	6/28/2022	71.47		068825		
I-MBA202206205222	INSURANCE WITHHOLDING	R	6/28/2022	71.47		068825		142.94
1552	NCPERS GROUP LIFE INS.							
I-LIP202206025198	PERA LIFE INS WITHHOLDING	R	6/28/2022	192.00		068826		192.00
2482	UNITED WAY OF CROOKSTON, INC							
I-UW 202206025198	UNITED WAY WITHHOLDING	R	6/28/2022	28.50		068827		
I-UW 202206205222	UNITED WAY WITHHOLDING	R	6/28/2022	28.50		068827		57.00



VENDOR SET: 01 City of Crookston

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DATE RANGE: 6/28/2022 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0440	CROOKSTON OFFICIAL'S ASSOCIATI I-20220628 2022- UMPIRE CHECKS	R	6/30/2022	3,000.00		068828		3,000.00
0987	GREAT PLAINS NATURAL GAS CO. I-20220621 SERVICES 05/19-06/20/2022	R	6/30/2022	4,029.62		068829		4,029.62
2506	VERIZON WIRELESS I-9909475080 SERVICES 06/23-07/22/2022	R	6/30/2022	1,135.87		068830		1,135.87
0017	ACME ELECTRIC I-10127411 ACME ELECTRIC	R	7/08/2022	885.98		068831		885.98
0021	ADVANCED TIRE & AUTO SERV. LLC I-22-04642 CFS 22-592	R	7/08/2022	130.00		068832		
	I-43354 SRO SQUAD REPAIRED	R	7/08/2022	92.86		068832		
	I-43414 TUBE/ TIRE REPAIR	R	7/08/2022	179.20		068832		
	I-43422 TIRE REPAIR	R	7/08/2022	25.00		068832		
	I-43442 TIRE REPAIR	R	7/08/2022	139.26		068832		
	I-43458 TIRE REPAIR	R	7/08/2022	59.70		068832		
	I-567 SERVICE- SRO SQUAD	R	7/08/2022	68.12		068832		
	I-593 2010 IMPALA BRAKE/ OIL FILTER	R	7/08/2022	363.86		068832		
	I-646 SERVICE - TIRE REPAIR	R	7/08/2022	72.55		068832		1,130.55
4001	AGASSIZ ASPHALT, LLC I-10321 AGASSIZ ASPHALT, LLC	R	7/08/2022	814.40		068834		814.40
2200	AUTO VALUE OF CROOKSTON I-76198829 2-WIRE FLARE	R	7/08/2022	34.37		068835		
	I-76199246 TUNE UP	R	7/08/2022	19.98		068835		
	I-76199262 BATTERY	R	7/08/2022	38.99		068835		
	I-76199268 FILTER FUEL KIT	R	7/08/2022	20.78		068835		
	I-76199294 SQUEEGEE	R	7/08/2022	6.99		068835		
	I-76199320 BATTERY	R	7/08/2022	60.36		068835		
	I-76199411 HD OIL FLEET	R	7/08/2022	19.82		068835		
	I-76199413 BLADE POLE	R	7/08/2022	27.99		068835		
	I-76199549 OIL FILTER	R	7/08/2022	25.58		068835		
	I-76199706 BATTERY	R	7/08/2022	19.96		068835		
	I-76199783 ROYAL BLUE	R	7/08/2022	27.98		068835		
	I-76199864 THREADLOCKER	R	7/08/2022	8.99		068835		
	I-76199962 OIL FILTER	R	7/08/2022	54.96		068835		
	I-76200051 LUBE	R	7/08/2022	21.67		068835		
	I-76200085 LAMP RIVERTS	R	7/08/2022	72.01		068835		
	I-76200133 WASHER FENDER	R	7/08/2022	3.96		068835		
	I-76200154 TRUCK WASH	R	7/08/2022	57.99		068835		
	I-76200246 SECTION WR	R	7/08/2022	31.98		068835		
	I-76200249 CLEAN- R CARB	R	7/08/2022	15.98		068835		570.34

VENDOR SET: 01 City of Crookston

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DATE RANGE: 6/28/2022 THRU 99/99/9999

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4511	TRISTYN BAIR I-20220630 POOL FOOD SUPPLIES	R	7/08/2022	133.81		068838		133.81
4466	CODY BANNERT I-20220628 UNIFORM REIMBURSEMENT 2022	R	7/08/2022	320.99		068839		320.99
3818	BCA TRAINING AND AUDITING I-00000706825 CJDN ACCESS FEE	R	7/08/2022	270.00		068840		270.00
4435	BERT'S TRUCK EQUIPMENT OF MOOR I-W100414 MOWER- ARPA FUNDS	R	7/08/2022	45,262.31		068841		45,262.31
0186	BERTIL'S GRAVEL & EXCAVATION L I-7500 BERTIL'S GRAVEL & EXCAVATION L I-7517 BERTIL'S GRAVEL & EXCAVATION L I-7518 BERTIL'S GRAVEL & EXCAVATION L	R R R	7/08/2022 7/08/2022 7/08/2022	637.00 466.90 1,560.60		068842 068842 068842		2,664.50
2001	BEST USED TRUCKS OF MN I-CIO20842 HOSE ASSY I-CIO20871 PUSHIN UNION I-CIO20874 AIR FILTER I-CIO20909 HOSE ASSEY I-CS022790 TIE ROD END	R R R R R	7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022	12.60 19.66 11.70 12.60 775.89		068843 068843 068843 068843 068843		832.45
4210	DON CAVALIER I-20220622 TRAVEL REIMBURSEMENT- MILES	R	7/08/2022	283.14		068844		283.14
3911	CENTURYLINK I-20220622 523 FAIRFAX 06-22/7/21/2022	R	7/08/2022	50.11		068845		50.11
0372	CROOKSTON HOUSING & ECONOMIC D I-2011 ADMIN/ MAINT JULY 2022 I-2012 VTP FAX LINE I-31888237 CONTRACT- GREAT AMERICAN	R R R	7/08/2022 7/08/2022 7/08/2022	566.67 30.00 126.54		068846 068846 068846		723.21
3184	CINTAS CORPORATION I- 4110265082 LINEN- VTP- REISSUE I- 4114384301 TOWELS/ RUGS STREET I- 411438439 RUGS - REISSUE I- 4115053355 ENTRY MATS-REISSUE I- 4115053470 TOWELS/ RUGS STREET- REISSUE I-4112327577 MATS- LIBRARY I-4117822695 LAUNDRY- PARKS I-4118488855 CINTAS CORPORATION I-4118489109 CINTAS CORPORATION I-4120564080 TOWELS- PARKS I-4120564230 CINTAS CORPORATION I-4123270966 MATS- LIBRARY	R R R R R R R R R R R R	7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022	16.05 36.49 42.12 28.57 36.49 28.57 22.00 3.84 36.49 22.00 36.49 28.57		068847 068847 068847 068847 068847 068847 068847 068847 068847 068847 068847 068847		



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0470	CROOKSTON WELDING INC.							
I-043604	IRON	R	7/08/2022	52.50		068859		
I-044204	CROOKSTON WELDING INC.	R	7/08/2022	179.36		068859		
I-044294	CROOKSTON WELDING INC.	R	7/08/2022	77.82		068859		
I-044347	CROOKSTON WELDING INC.	R	7/08/2022	862.49		068859		1,172.17
2390	D & D GARDEN CENTER							
C-25172	CREDIT SALES TAX	R	7/08/2022	7.96CR		068860		
I-19877	FLOWERS	R	7/08/2022	100.00		068860		92.04
0483	DACOTAH PAPER							
I-95493	MAT FLOORS	R	7/08/2022	1,453.50		068861		1,453.50
1407	ERICKSON EMBROIDERY /2ND ST BO							
I-15872	JERSEYS- RED	R	7/08/2022	1,010.00		068862		
I-15876	JERSEYS	R	7/08/2022	325.00		068862		1,335.00
0875	FLEET SUPPLY							
I-108338	FLEET SUPPLY	R	7/08/2022	13.99		068863		
I-108416	NOZZLE FOR POWER WASHER	R	7/08/2022	93.48		068863		107.47
0909	GARDEN VALLEY TECHNOLOGIES							
I-201053561	GARDEN VALLEY TECHNOLOGIES	R	7/08/2022	121.40		068864		121.40
0944	GOPHER STATE ONE-CALL INC.							
I-206318	LOCATIONS- WATER	R	7/08/2022	182.25		068865		182.25
0987	GREAT PLAINS NATURAL GAS CO.							
I-20220621-VTP	VTP BUILDING	R	7/08/2022	95.23		068866		95.23
3761	GREENWAY-CROOKSTON							
I-11515	LAWN FERT	R	7/08/2022	197.00		068867		197.00
1848	HARBOTT, KNUTSON & LARSON & HO							
I-2022-1502	JUNE 2022 CRIMINAL	R	7/08/2022	11,347.70		068868		11,347.70
3400	CROOKSTON HARDWARE HANK							
I-65233/2	SWIFFER REFILLS	R	7/08/2022	24.98		068869		
I-65395/2	COVER CARPET	R	7/08/2022	31.96		068869		
I-65891/2	MISC HARDWARE	R	7/08/2022	4.20		068869		61.14
1043	HAWKINS, INC							
I-6218367	CHEMICALS	R	7/08/2022	33.81		068870		33.81

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1006 I-41894	HN QUALITY PLUMBING INC. HN QUALITY PLUMBING INC.	R	7/08/2022	199.01		068871		199.01
1105 I-20220608	HUGO'S MISC SUPPLIES	R	7/08/2022	14.68		068872		14.68
9193 I-20220705	HUMANE SOCIETY OF POLK CO INC RENT/ BOARDING FEE	R	7/08/2022	422.00		068873		422.00
4486 I-SI001657 I-SI001658	INTEGRATED PROCESS SOLUTIONS, LIFT STATION IMPROVEMENTS LIFT STATION IMPROVEMENTS	R R	7/08/2022 7/08/2022	10,500.00 13,500.00		068874 068874		24,000.00
4109 I-IN193678	KIESLER'S POLICE SUPPLY BALLISTIC VEST	R	7/08/2022	696.87		068875		696.87
1205 I-03232206122147	KROX RADIO STATION JOB ADS	R	7/08/2022	450.00		068876		450.00
1236 I-926	LYLE WILKENS, INC FEMA- REMOVAL OF SAND BAGS	R	7/08/2022	9,850.00		068877		9,850.00
4514 I-CRO6104	M & K PORTA POTTIES PORTA POTTIES- PARKS	R	7/08/2022	425.00		068878		425.00
1333 I-20220617	MARSHALL AND POLK RURAL WATER WATER- AIRPORT	R	7/08/2022	73.60		068879		73.60
0105 I-337900-9404	MN HIGHWAY SAFETY & RESEARCH C TRAINING	R	7/08/2022	910.00		068880		910.00
3608 I-INV018184 I-INV018216 I-INV018217	MINNESOTA PUMP WORKS MINNESOTA PUMP WORKS MINNESOTA PUMP WORKS MINNESOTA PUMP WORKS	R R R	7/08/2022 7/08/2022 7/08/2022	1,616.25 2,349.50 1,523.00		068881 068881 068881		5,488.75
1439 I-13282	MN CHIEFS OF POLICE ASSN PERMIT/ FORMS	R	7/08/2022	64.00		068882		64.00
0784 I-ABR0283016X	MN DEPT OF LABOR & INDUSTRY ANNUAL DUES FOR MAINT- FIRE	R	7/08/2022	30.00		068883		30.00
1750 I-339451	NORTHERN LUMBER SHED REPAIR	R	7/08/2022	38.89		068884		38.89

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3000	OK TIRES STORES I-01-606305 TIRES	R	7/08/2022	460.00		068885		460.00
1861	OTTERTAIL POWER COMPANY-FF I-43034-43105-43052 OTTERTAIL 05/19-6/21/2022	R	7/08/2022	29,650.41		068886		29,650.41
3177	POLK COUNTY ADMINISTRATOR I-20220621 2022 ASSESSMENT BILLING	R	7/08/2022	27,640.00		068888		27,640.00
1935	POLK COUNTY TRANSFER STATION I-33379 DEMO	R	7/08/2022	1.89		068889		1.89
1931	POLK COUNTY-DRIVER & VEHICLE S I-20220705 TITLE FOR FORFEITURE	R	7/08/2022	25.00		068890		25.00
0199	RAILROAD MANAGEMENT COMPANY II I-462465 RAILROAD MANAGEMENT COMPANY II I-462480 RAILROAD MANAGEMENT COMPANY II	R R R	7/08/2022 7/08/2022 7/08/2022	313.34 626.64		068891 068891		939.98
2100	REGIONAL SANITATION SERV INC I-20220628-AIRPORT GARBAGE - AIRPORT I-20220628-VTP GARBAGE- VTP	R R	7/08/2022 7/08/2022	180.09 79.76		068892 068892		259.85
3693	RUBEN J RESENDIZ I-940732 JUNE 2022 BOILER	R	7/08/2022	200.00		068893		200.00
3834	RMB ENVIRONMENTAL LABORATORIES I-D031692 RMB ENVIRONMENTAL LABORATORIES I-D032163 RMB ENVIRONMENTAL LABORATORIES I-D032278 RMB ENVIRONMENTAL LABORATORIES I-D032761 RMB ENVIRONMENTAL LABORATORIES	R R R R R	7/08/2022 7/08/2022 7/08/2022 7/08/2022 7/08/2022	334.00 266.00 85.00 50.00		068894 068894 068894 068894		735.00
4513	DELOREECE RODRIGUEZ I-20220706 CLUB KID REFUND	R	7/08/2022	195.00		068895		195.00
2437	SCOTT'S TRUE VALUE HARDWARE I-A2222910 PAINT SUPPLIES I-A222595 CLEANING SUPPLIES	R R	7/08/2022 7/08/2022	25.18 223.94		068896 068896		249.12
0745	DARIN SELZLER I-20220621 TRAVEL REIMBURSEMENT 2022	R	7/08/2022	36.42		068897		36.42
2231	SERVICE PRO OF CROOKSTON INC I-0143835 POWER FUEL I-0144276 CUTTING CONCRETE	R R	7/08/2022 7/08/2022	83.93 299.95		068898 068898		383.88

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3776	STRATA CORPORATION I-647306 STRATA CORPORATION	R	7/08/2022	1,195.00		068899		1,195.00
2731	TERMINIX COMMERCIAL I-189176 PEST CONTROL-POLICE	R	7/08/2022	122.00		068900		122.00
4434	WILLIAM WALBERT I-984269 222 GORGAS AVE- MOWED	R	7/08/2022	200.00		068901		
	I-984270 RAILROAD PROPTERY- 801 MAIN	R	7/08/2022	150.00		068901		
	I-984271 VACANT LOT EICKHOF- CHEDA	R	7/08/2022	150.00		068901		
	I-984272 415 SUMMIT AVE-MOWED	R	7/08/2022	150.00		068901		650.00
2404	TODD'S TIRE SERVICE INC. I-32264 TIRE BALANCE	R	7/08/2022	503.12		068902		503.12
2478	U. S. POSTMASTER I-20220705 TRUST FUND- WATER DEPART	R	7/08/2022	900.00		068903		900.00
3123	VALLEY ELECTRIC OF CROOKSTON, I-6655 PROGRAM TIMER AT SPLASH PARK	R	7/08/2022	333.90		068904		
	I-6657 SCOREBOARD- JIM KARN	R	7/08/2022	313.50		068904		647.40
0400	VALLEY PLAINS EQUIPMENT C-3330305-CREDIT SPINDLE- OVERPAYMENT	R	7/08/2022	212.80CR		068905		
	I-3352357 PLUS- 50 OIL	R	7/08/2022	1,032.35		068905		
	I-3363745 WASHER/ BLADE	R	7/08/2022	308.49		068905		
	I-3365283 O- RING	R	7/08/2022	489.16		068905		
	I-3367177 HOSE FAB	R	7/08/2022	49.10		068905		
	I-3371788 HYDRO HOSE/ FITTING	R	7/08/2022	169.64		068905		
	I-3372441 HYDRO FLUIDS	R	7/08/2022	221.34		068905		2,057.28
2545	WIDSETH SMITH NOLTING & ASSOC, I-217926 WIDSETH SMITH NOLTING & ASSOC,	R	7/08/2022	180.00		068906		180.00
2585	YE OLE PRINT SHOPPE INC I-17024 SIGNS FOR POOL	R	7/08/2022	37.00		068907		
	I-17109 T-SHIRTS	R	7/08/2022	1,399.50		068907		1,436.50

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* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	80		272,298.85		0.00		272,298.85
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	12		141,783.67		0.00		141,783.67
	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
			92	414,082.52	0.00	414,082.52
BANK: AP		TOTALS:	92	414,082.52	0.00	414,082.52
REPORT TOTALS:			92	414,082.52	0.00	414,082.52

**CK # 68820-68907**

**Total= \$414,082.52**





**2022 Meeting Agenda**  
**Tuesday, July 12, 2022 • VTP • 12:00 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 Tahrán and Jill Schulz

- 1) **Call Meeting to Order**
- 2) **Public Forum - *Individuals may address the Board about any item not contained on the regular agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or Board for future report.***
- 3) **Approve Agenda**
- 4) **Approve Minutes**
  - a) May 17, 2022 Board Meeting Minutes
  - b) May 31, 2022 Special Board Meeting Minutes
  - c) June 14, 2022 Special Board Meeting Minutes
  - d) June 27, 2022 Special Board Meeting Minutes
- 5) **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 Board member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
  - a) EDA Financials
  - b) Crookston Jobs Loan Status and Financials
  - c) Community Investment Financials
  - d) B3 Grants and Financials
  - e) Prairie Skyline Project
  - f) Epitome Energy Financials
  - g) Crookston Jobs Revolving Loan Fund (RBDG – USDA)
  - h) Revolving Loan Status and Financials
  - i) Housing
    - i) Oak Court Public Housing Financials
    - ii) Housing Choice Voucher Financials
    - iii) Workforce Housing Financials
    - iv) Rehab Housing Loan Status and Financials
  - j) CHEDA Bills Payable (CHECKS xxxxx-xxxxx totaling \$xxx.xx and \$xx.xx EFT Totaling \$xxx.xx)
  - k) Valley Technology Park
    - i) VTP Financials
    - ii) VTP Building Occupancy
    - iii) VTP Expanded Business Incubation
- 6) **Housing Report: Tahrán**
  - a) Lead the Way Training
  - b) Public Housing Report
    - i) POHP 2020 Roofing Project
    - c) Voucher Program Report
    - d) Workforce Housing
      - i) 1603 Hoven Lane
- 7) **Old Business**
  - a) Colborn Property Infrastructure Update - BDPI
  - b) Prairie Skyline
  - c) Chickadee Coffee/Snow Loan Status
  - d) APG – Elliot Steinbrink
- 8) **Main Agenda**
  - a) SBDC Presentation
  - b) CHEDA RBDG Revolving Loan – Adams Heating & Cooling



- c) CHEDA RBDG Revolving Loan – Jeff Evers
  - d) CHEDA Revolving Loan – Jeff Evers
  - e) Appoint CHEDA Attorney
  - f) Community Development Funds
  - g) Interim CHEDA Executive Director
  - h) Parcel 82.03750.00 Land Between B&E Meats and Total Lawncare
  - i) Kopecky Driveway
- 9) Other Business**
- 10) Adjournment**

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

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

**WHEREAS**, The City of Crookston has received donation from Brost Chevrolet in the amount of \$1,000.00 for Crookston Park and Recreation Youth Sports and

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of Crookston to accept the donation from Brost Chevrolet in the amount of \$1,000.00 for Crookston Park and Recreation Youth Sports.

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  
City Clerk

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

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION TO RECEIVE A DONATION FOR THE CROOKSTON FIRE DEPARTMENT**

**WHEREAS**, The City of Crookston has received a donation from American Crystal Sugar Company in the amount of \$5,000.00 for Crookston Fire Department.

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of Crookston to accept the donation from American Crystal Sugar Company in the amount of \$5,000.00 for Crookston Fire Department.

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  
City Clerk

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

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION TO APPROVE DANCE LICENSE PERMIT FOR  
DOWNTOWN CROOKSTON DEVELOPMENT PARTNERSHIP EVENT ON JULY 19, 2022**

**WHEREAS**, on Tuesday, July 19, 2022, citizens of Crookston will be engaging in event held within the municipality of Crookston.

**WHEREAS**, the Downtown Crookston Development Partnership has filed an application for a Dance License/Permit for the day July 19, 2022 and,

**WHEREAS**, the Downtown Crookston Development Partnership purposes to have a dance during the hours of 2:00 p.m. through 8:00 on July 19, 2022 and,

**WHEREAS**, the dance on this day shall be upon the premises on Exhibit A (Wayne Hotel Parking Lot) attached and,

**WHEREAS**, alcohol/intoxicating liquor is expected to be served in conjunction with the dance and,

**WHEREAS**, the Chief of Police has verified the applicant’s agent has not been convicted of a Felony, Gross Misdemeanor, or violation of any public dance laws within the past 5 years.

**NOW THEREFORE, BE IT RESOLVED**, the City of Crookston authorizes the Downtown Crookston Development Partnership to receive a dance license/permit for the day July 19, 2022.

**IT IS FURTHER RESOLVED**, the City Clerk and City Administrator of the City of Crookston are authorized to sign any documents or amendments thereto necessary to allow the Downtown Crookston Development Partnership to have a dance on July 19, 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  
City Clerk

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



### Wayne Hotel Parking Lot

6/24/2022

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION TO APPROVE DISPENSING OF INTOXICATING LIQUOR ON PREMISES  
AT A COMMUNITY EVENT**

**WHEREAS**, the Downtown Crookston Development Partnership has made a request to have an event and,

**WHEREAS**, on Tuesday, July 19, 2022, citizens of Crookston will have the opportunity to engage in this community event which is held within the municipality of Crookston.

**WHEREAS**, the Downtown Crookston Development Partnership will have Irishman’s Shanty, Inc a retail on-sale intoxicating liquor licensee to dispense intoxicating liquor off its licensed premises during this event and the premises set forth in Exhibit A attached and,

**WHEREAS**, once the Irishman’s Shanty, Inc executes all the necessary proof of financial responsibility to the City of Crookston with regards to liability insurance as set forth pursuant to Minnesota Statute Section 340A.409 Subd. 1(a)(1) and Minnesota Statute Section 340A.404 Subd. 4(a).

**NOW THEREFORE, BE IT RESOLVED**, the City of Crookston authorizes Irishman’s Shanty, Inc on behalf of the Downtown Crookston Development Partnership to serve and allow the consumption of intoxicating liquor on premises indicated in Exhibit A on July 19, 2022, during the hours of 2 p.m. through 8:00 p.m. only.

**IT IS FURTHER RESOLVED**, the City Clerk and City Administrator of the City of Crookston are authorized to sign any documents or amendments thereto necessary to allow Irishman’s Shanty, Inc to dispense and have consumed intoxicating liquor and only upon the premises described in Exhibit A during this community event during the hours of 2:00 p.m. through 8:00 p.m. only on July 19, 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  
City Clerk

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



### Wayne Hotel Parking Lot

6/24/2022

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION DECLARING POLICE IMPOUND VEHICLES AS SURPLUS PROPERTY**

**WHEREAS**, the City of Crookston is declaring the city owned property as “Surplus Property” and

**NOW THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA to approve declaring the following city owned property as “ Surplus Property” and sell salvageable vehicles through the State of Minnesota online auction website MINNBID.ORG 5420 Old Highway 8, Arden Hills, MN 55112 and sell or dispose of junk vehicles to Simmons Auto Salvage, 800 South Minnesota Street, Crookston, MN 56716 or Crookston Welding, 712 Old Highway 75, Crookston, MN 56716 or Advanced Tire and Auto, 323 N Broadway, Crookston MN 56716.

1) 2006 Dodge Durango 1D4HB38N66F108968	2) 2006 Pontiac Montana 1GMDV33186D198110	3) 2003 Nissan Altima 1N4BL11E53C274741
4) 2007 Chevrolet Impala 2G1WC58R879203955	5) 2001 Chevrolet Tracker 2CNBJ13C816932100	6) 2007 Jeep Commander 1J8HG58257C520892

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  
City Clerk

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

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July 2022, Council

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

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

**RESOLUTION TO RECEIVE A DONATION FROM WALMART FOR  
THE CROOKSTON POLICE DEPARTMENT**

**WHEREAS**, The City of Crookston has received a donation from Walmart in the amount of \$5,000.00 for the Crookston Police Department.

**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of Crookston to accept the donation from Walmart in the amount of \$5,000.00 for the Crookston Police Department.

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  
City Clerk

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

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION TO DESIGNATE THE CITY ATTORNEY AS A CITY OF CROOKSTON  
EMPLOYEE**

**WHEREAS**, prior to January 1, 2022, the City of Crookston initiated a search process for a City Attorney and,

**WHEREAS**, on March 1, 2022, the search process for the City Attorney was completed and,

**WHEREAS**, the process is completed and Charles Reynolds is the candidate to be recommended to the City Council to be designated as the City Attorney employee and,

**WHEREAS**, the Mayor, Dale Stainbrook and former City Administrator, Amy Finch, completed the interview process and negotiations and is recommending entering an employment agreement as an employee for the City Attorney with Charles Reynolds effective March 1, 2022.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Crookston, MN to designate City Attorney Charles Reynolds as an employee of the City of Crookston effective March 1, 2022.

**IT IS FURTHER RESOLVED**, that the Mayor is hereby authorized to sign any an all documents necessary to effectuate designation of Charles Reynolds, City Attorney as an employee 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:

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

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

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

At a first regular meeting of the City Council of the City of Crookston held on the 11<sup>th</sup> day of July, 2022, Council

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

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

**RESOLUTION TO APPROVE THE AMERICAN TOWER/VERIZON WIRELESS LEASE**

**WHEREAS**, the City of Crookston owns real property described on Exhibit A attached hereto and by this reference made a part hereof; and,

**WHEREAS**, the City of Crookston and its predecessor in interest and Cellco Partnership dba Verizon Wireless or its predecessor, in interest entered into a certain lease agreement dated March 12, 2003 as the same may have been amended collectively pursuant to which Verizon Wireless leased a portion of property described in Exhibit A and is the beneficiary to certain easements for access and public utilities. All as more particularly described in the preexisting leases which leased premises are described in Exhibit A; and,

**WHEREAS**, Cellco Partnership dba Verizon Wireless dba Verizon Communications Inc. and other parties identified therein entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware Limited Liability Company (American Tower) pursuant to which American Tower subleases, manages, operates, and maintains as applicable lease premises all as more particularly described therein; and,

**WHEREAS**, Verizon Wireless granted American Tower unlimited power of attorney to among other things prepare, negotiate, execute, deliver, and record and/or file certain documents on behalf of Verizon Wireless all as more particularly set forth in that power of attorney; and,

**WHEREAS**, the City of Crookston and Cellco Partnership dba Verizon Wireless, desire to amend the terms of the lease to extend the term thereof and to otherwise modify the lease as expressly provided herein.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Crookston, MN:

The City of Crookston enter into an amendment to Land Lease Agreement with Cellco Partnership dba Verizon Wireless by ATC Sequoia LLC, a Delaware Limited Liability Company a copy of which First Amendment to Land Lease Agreement is before the City Council.

**IT IS FURTHER RESOLVED**, the Mayor and City Administrator of the City of Crookston are authorized to execute said First Amendment to Land Lease Agreement and any amendments thereto.

**IT IS FURTHER RESOLVED**, the Mayor and City Administrator are authorized to execute and sign on behalf of the City of Crookston any and all documents necessary to effectuate the First Amendment to Land Lease 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  
City Clerk

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

EXHIBIT A

Lots One (1), Two (2) and Three (3), Block Three (3), and that portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2), and Lot One (1), Block Three (3), extending from Maple Street Westerly to the public alley running along the Easterly side of said Block Two (2) and Three (3), All in C.M. Loring's Addition to Crookston, Polk County, Minnesota, EXCEPT that part conveyed by Warranty Deed recorded as Doc. #474200 described as follows: The Southerly fifty (50) feet of the following real property: That portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2) of C.M. Loring's Addition to Crookston and Lot One (1), Block Three (3), of C.M. Loring's Addition to Crookston, extending from Maple Street Westerly to the public alley running along the Easterly side of said Blocks Two (2) and Three (3).

Lot Four (4), Block Three (3), C.M. Loring's Addition to the City of Crookston, Polk County, Minnesota.

## THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of Crookston**, a Minnesota municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 12, 2003 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 31, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 2003 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2028. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of Five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least six (6) months prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to The City of Crookston by Tenant.
  
4. **Revenue Share.**
  - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord ten percent (10%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower) in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
  - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any

subsidiary, parent or affiliate of Tenant or American Tower.

- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
5. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use

Site Number: 413217

VZW Site Number: 148969

Site Name: DOWNTOWN CROOKSTON MN



and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
  
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the

execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, including but not limited to the Minnesota Government Data Practices Act, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 19 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Crookston, 124 North Broadway, Crookston, MN 56716-1730; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

12. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
13. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**LANDLORD:**

**The City of Crookston,**  
a Minnesota municipal corporation,

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**Lots One (1), Two (2) and Three (3), Block Three (3), and that portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2), and Lot One (1), Block Three (3), extending from Maple Street Westerly to the public alley running along the Easterly side of said Block Two (2) and Three (3), All in C.M. Loring's Addition to Crookston, Polk County, Minnesota, EXCEPT that part conveyed by Warranty Deed recorded as Doc. #474200 described as follows: The Southerly fifty (50) feet of the following real property: That portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2) of C.M. Loring's Addition to Crookston and Lot One (1), Block Three (3), of C.M. Loring's Addition to Crookston, extending from Maple Street Westerly to the public alley running along the Easterly side of said Blocks Two (2) and Three (3).**

**Lot Four (4), Block Three (3), C.M. Loring's Addition to the City of Crookston, Polk County, Minnesota.**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,000 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from that public way Maple Street.

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Dylan Woods, Esq.  
ATC Site No: 413217  
ATC Site Name: DOWNTOWN CROOKSTON MN  
Assessor's Parcel No(s): R82-00933-00

**Prior Recorded Lease Reference:**

Document No: 601296  
State of Minnesota  
County of Polk

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **The City of Crookston**, a Minnesota municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 12, 2003 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2053. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

Site Number: 413217  
VZW Site Number: 148969  
Site Name: DOWNTOWN CROOKSTON MN



4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Crookston, 124 North Broadway, Crookston, MN 56716-1730; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**The City of Crookston,**  
a Minnesota municipal corporation,

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**Lots One (1), Two (2) and Three (3), Block Three (3), and that portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2), and Lot One (1), Block Three (3), extending from Maple Street Westerly to the public alley running along the Easterly side of said Block Two (2) and Three (3), All in C.M. Loring's Addition to Crookston, Polk County, Minnesota, EXCEPT that part conveyed by Warranty Deed recorded as Doc. #474200 described as follows: The Southerly fifty (50) feet of the following real property: That portion of West Fletcher Street in the City of Crookston which has been vacated lying between Lot Six (6), Block Two (2) of C.M. Loring's Addition to Crookston and Lot One (1), Block Three (3), of C.M. Loring's Addition to Crookston, extending from Maple Street Westerly to the public alley running along the Easterly side of said Blocks Two (2) and Three (3).**

**Lot Four (4), Block Three (3), C.M. Loring's Addition to the City of Crookston, Polk County, Minnesota.**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,000 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

### **ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from that public way Maple Street.

## **Instructions for completing the Resolution and Consent Affidavit**

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Dylan Woods, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): R82-00933-00

---

**RESOLUTION AND CONSENT AFFIDAVIT**

**The City of Crookston**, a Minnesota municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement dated March 12, 2003 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and

Site Number: 413217  
VZW Site Number: 148969  
Site Name: DOWNTOWN CROOKSTON MN



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Minnesota

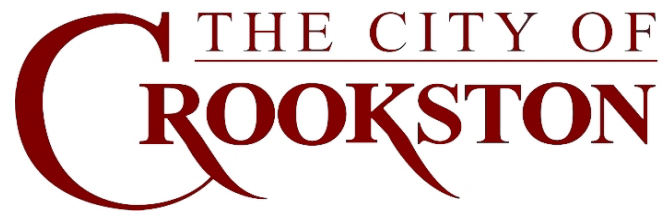
County of Polk

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]



124 N. Broadway, Crookston, MN 56716  
218-281-4503

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Discussion items for an Ordinance regulating the operation of mobile food units in the City of Crookston.

- Purposed fees:
  - Daily- \$50.00
  - Weekly- \$200.00 (5-Days Only)
  - Seasonal - \$500.00 (90- Days Only)- Needs to Move after 21 days
  - Council questions or concerns

# 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 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

# Chapter 117: Peddlers and Solicitors

## Contents

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117.01	Definitions . . . . .	252
117.02	Exceptions to Definitions . . . . .	252
117.03	Licensing; Exemptions . . . . .	253
117.04	License Ineligibility . . . . .	255
117.05	License Suspension . . . . .	255
117.06	License Revocation . . . . .	256
117.07	License Transferability . . . . .	257
117.08	Registration . . . . .	257
117.09	Prohibited Activities . . . . .	257
117.10	Exclusion by Placard . . . . .	258
117.11	Aggressive Solicitation . . . . .	258

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## 117.01 Definitions

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

**PEDDLER** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise or other personal property that the person is carrying or otherwise transporting. The term peddler shall mean the same as the term hawker.

**PERSON** Any natural individual, group, organization, corporation, partnership or association. As applied to groups, organizations, corporations, partnerships and associations, the term shall include each member, officer, partner, associate, agent or employee.

**REGULAR BUSINESS DAY** Any day during which the city hall is normally open for the purpose of conducting public business. Holidays defined by state law shall not be counted as regular business days.

**SOLICITOR** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property or services of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. The term shall mean the same as the term canvasser."

**TRANSIENT MERCHANT** A person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty store front for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering, goods, wares, products, merchandise or other personal property and who does not remain or intend to remain in any one location for more than 14 consecutive days.

## 117.02 Exceptions to Definitions

### 117.02.A

For the purpose of the requirements of this chapter, the terms **PEDDLER**, **SOLICITOR**, and **TRANSIENT MERCHANT** shall not apply to any person selling or attempting to sell at wholesale any goods, wares, products, merchandise or other personal property to a retailer of the items being sold by the wholesaler. The terms also shall not apply to any person who makes initial contacts with other people for the purpose of establishing or trying to establish a regular customer delivery route for the delivery of perishable food and dairy products such as baked goods and milk, nor shall they apply to any person making deliveries of perishable food and dairy products to the customers on his or her established regular delivery route. No license or registration will be required of any person desiring to engage in a regulated activity for a charitable, religious, patriotic, or philanthropic purpose not involving the use of a professional fundraiser.

### 117.02.B

In addition, persons conducting the type of sales commonly known as garage sales, rummage sales, or estate sales, as well as those persons participating in an organized multi-person bazaar or flea market, shall be exempt from the definitions of **PEDDLERS**, **SOLICITORS**, and **TRANSIENT**

**MERCHANTS**, as shall be anyone conducting an auction as a properly licensed auctioneer, or any officer of the court conducting a court-ordered sale. Exemption from the definitions for the scope of this chapter shall not excuse any person from complying with any other applicable statutory provision or local ordinance.

## **117.03 Licensing; Exemptions**

### **117.03.A County License Required**

No person shall conduct business as a peddler, solicitor or transient merchant within the city limits without first having obtained the appropriate license from the county as required by MS. Chapter 329 as it may be amended from time to time.

### **117.03.B City License Required**

Except as otherwise provided for by this chapter, no person shall conduct business as either a peddler or a transient merchant without first having obtained a license from the city. Solicitors need not be licensed, but are still required to register pursuant to SEC. 117.07.

### **117.03.C Application**

Application for a city license to conduct business as a peddler or transient merchant shall be made at least 14 regular business days before the applicant desires to begin conducting business. Application for a license shall be made on a form approved by the City Council and available from the office of the Clerk-Treasurer. All applications shall be signed by the applicant. All applications shall include the following information:

- 1) Applicants full legal name and date of birth.
- 2) All other names under which the applicant conducts business or to which applicant officially answers.
- 3) A physical description of the applicant (hair color, eye color, height, weight, distinguishing marks and features, and the like).
- 4) Full address of applicant's permanent residence.
- 5) Telephone number of applicants permanent residence.
- 6) Full legal name of any and all business operations owned, managed or operated by applicant, or for which the applicant is an employee or agent.
- 7) Full address of applicant's regular place of business (if any).
- 8) Any and all business related telephone numbers of the applicant.
- 9) The type of business for which the applicant is applying for a license.
- 10) Whether the applicant is applying for an annual or daily license.
- 11) The dates during which the applicant intends to conduct business, and if the applicant is applying for a daily license, the number of days he or she will be conducting business in the city (maximum 14 consecutive days).
- 12) Any and all addresses and telephone numbers where the applicant can be reached while conducting business within the city, including the location where a transient merchant intends to set up business.

- 13) A statement as to whether or not the applicant has been convicted within the last five years of any felony, gross misdemeanor, or misdemeanor for violation of any state or federal statute or any local ordinance, other than traffic offenses.
- 14) A list of the three most recent locations where the applicant has conducted business as a peddler or transient merchant.
- 15) Proof of any required licenses.
- 16) Written permission of the property owner or the property owners agent for any property to be used by a transient merchant.
- 17) A general description of the items to be sold or services to be provided.
- 18) All additional information deemed necessary by the City Council.
- 19) The applicant's driver's license number or other acceptable form of identification.
- 20) The license plate number, registration information and vehicle identification number for any vehicle to be used in conjunction with the licensed business and a description of the vehicle.

#### **117.03.D Fee**

The fee established by resolution, as amended from time to time shall accompany all applications for a license under this chapter.

#### **117.03.E Procedure**

Upon receipt of the completed application and payment of the license fee, the Clerk-Treasurer, within two regular business days, must determine if the application is complete. An application is determined to be complete only if all required information is provided. If the Clerk-Treasurer determines that the application is incomplete, the Clerk-Treasurer must inform the applicant of the required necessary information that is missing. If the application is complete, the Clerk-Treasurer must order any investigation, including background checks, necessary to verify the information provided with the application. Within ten regular business days of receiving a complete application the Clerk-Treasurer must issue the license unless there exist grounds for denying the license under SEC. 117.04, in which case the Clerk-Treasurer must deny the license. If the Clerk-Treasurer denies the license, the applicant must be notified in writing of the decision, the reason for denial, and of the applicants right to appeal the denial by requesting, within 20 days of receiving notice of rejection, a public hearing before the City Council. The City Council shall hear the appeal within 20 days of the date of the request. The decision of the City Council following the public hearing can be appealed by petitioning the Minnesota Court of Appeals for a Writ of Certiorari.

#### **117.03.F Duration**

An annual license granted under this chapter shall be valid for one calendar year from the date of issue. All other licenses granted under this chapter shall be valid only during the time period indicated on the license.

#### **117.03.G License Exemptions**

##### **117.03.G.1**

No license shall be required for any person to sell or attempt to sell, or to take or attempt to take orders for, any product grown, produced, cultivated, or raised on any farm.

**117.03.G.2**

No license shall be required of any person going from house-to-house, door-to-door, business-to-business, street-to-street, or other type of place-to-place when the activity is for the purpose of exercising that person's State or Federal Constitutional rights such as the freedom of speech, press, religion and the like, except that this exemption may be lost if the person's exercise of Constitutional rights is merely incidental to a commercial activity.

**117.03.G.3**

Professional fundraisers working on behalf of an otherwise exempt person or group shall not be exempt from the licensing requirements of this chapter.<sup>131</sup>

**117.04 License Ineligibility**

The following shall be grounds for denying a license under this chapter:

- A) The failure of the applicant to obtain and show proof of having obtained any required county license.
- B) The failure of the applicant to truthfully provide any of the information requested by the city as a part of the application, or the failure to sign the application, or the failure to pay the required fee at the time of application.
- C) The conviction of the applicant within the past five years from the date of application for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects on the persons ability to conduct the business for which the license is being sought in an honest and legal manner. Those violations shall include but not be limited to burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threatened physical harm against another person.
- D) The revocation within the past five years of any license issued to the applicant for the purpose of conducting business as a peddler, solicitor or transient merchant.
- E) The applicant is found to have a bad business reputation. Evidence of a bad business reputation shall include, but not be limited to, the existence of more than three complaints against the applicant with the Better Business Bureau, the Attorney Generals Office, or other similar business or consumer rights office or agency, within the preceding 12 months, or three complaints filed against the applicant within the preceding five years.
- F) The applicant is included on any state or national registry for sexual or predatory offenders.

**117.05 License Suspension****117.05.A Generally**

Any license issued under this section may be suspended at the discretion of the Clerk Treasurer or Crookston Police Chief for violation of any of the following:

- 1) Fraud, misrepresentation or incorrect statements on the application form.
- 2) Fraud, misrepresentation or false statements made during the course of the licensed activity.
- 3) Conviction of any offense for which granting of a license could have been denied under SEC.117.04.
- 4) Violation of any provision of this chapter.

<sup>131</sup>Penalty, see SEC. 110.99

**117.05.B Multiple Persons under One License**

The suspension of any license issued for the purpose of authorizing multiple persons to conduct business as peddlers or transient merchants on behalf of the licensee shall serve as a suspension of each authorized person's authority to conduct business as a peddler or transient merchant on behalf of the licensee whose license is suspended or revoked.

**117.05.C Notice**

Prior to suspending any license issued under this chapter, the city shall provide the license holder with notice of the alleged violations and inform the licensee of his or her right to a hearing on the alleged violation.

**117.05.D Appeals**

Any person whose license is suspended under this section shall have the right to an administrative appeal under SEC. 30.03 and, thereafter, the right to appeal the decision in court.

**117.06 License Revocation****117.06.A Generally**

Any license suspended under SEC. 117.05 may be revoked at the discretion of the City Council for violation of any of the following;

- 1) Fraud, misrepresentation or incorrect statements on the application form.
- 2) Fraud, misrepresentation or false statements made during the course of the licensed activity.
- 3) Conviction of any offense for which granting of a license could have been denied under SEC.117.04.
- 4) Violation of any provision of this chapter.

**117.06.B Multiple Persons under One License**

The revocation of any license issued for the purpose of authorizing multiple persons to conduct business as peddlers or transient merchants on behalf of the licensee shall serve as a revocation of each authorized persons authority to conduct business as a peddler or transient merchant on behalf of the licensee whose license is revoked.

**117.06.C Notice**

Prior to revoking any license issued under this chapter, the city shall provide the license holder with written notice of the alleged violations and inform the licensee of his or her right to a hearing on the alleged violation. Notice shall be delivered in person or by mail to the permanent residential address listed on the license application, or if no residential address is listed, to the business address provided on the license application.

**117.06.D Public Hearing**

Upon receiving the notice provided in division (C) of this section, the licensee shall have the right to request a public hearing. If no request for a hearing is received by the Clerk-Treasurer within ten regular business days following the service of the notice, the city may proceed with the revocation. For the purpose of mailed notices, service shall be considered complete as of the date the notice is placed

in the mail. If a public hearing is requested within the stated timeframe, a hearing shall be scheduled within 20 days from the date of the request. Within three regular business days of the hearing, the City Council shall notify the licensee of its decision.

### **117.06.E Appeals**

Any person whose license is revoked under this section shall have the right to appeal that decision in court.<sup>132</sup>

### **117.07 License Transferability**

No license issued under this chapter shall be transferred to any person other than the person to whom the license was issued.<sup>133</sup>

### **117.08 Registration**

All solicitors, and any person exempt from the licensing requirements of this chapter under SEC. 117.03, shall be required to register with the city. Registration shall be made on the same form required for a license application, but no fee shall be required. Immediately upon completion of the registration form, the Clerk-Treasurer shall issue to the registrant a Certificate of registration as proof of the registration. Certificates of registration shall be nontransferable.<sup>134</sup>

### **117.09 Prohibited Activities**

No peddler, solicitor or transient merchant shall conduct business in any of the following manners:

- A) Calling attention to his or her business or items to be sold by means of blowing any horn or whistle, ringing any bell, crying out, or by any other noise, so as to be unreasonably audible within an enclosed structure.
- B) Obstructing the free flow of either vehicular or pedestrian traffic on any street, alley, sidewalk or other public right-of-way.
- C) Conducting business in a way as to create a threat to the health, safety and welfare of any individual or the general public.
- D) Conducting business before 8:00 am. or after 8:00 pm.
- E) Failing to provide proof of license or registration, and identification, when requested; or using the license or registration of another person.
- F) Making any false or misleading statements about the product or service being sold, including untrue statements of endorsement. No peddler, solicitor or transient merchant shall claim to have the endorsement of the city solely based on the city having issued a license or certificate of registration to that person.
- G) Remaining on the property of another when requested to leave, or to otherwise conduct business in a manner a reasonable person would find obscene, threatening, intimidating or abusive.<sup>135</sup>

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<sup>132</sup>Penalty, see SEC. 110.99

<sup>133</sup>Penalty, see SEC. 110.99

<sup>134</sup>Penalty, see SEC. 110.99

<sup>135</sup>Penalty, see SEC. 110.99



- H) Violations of other non-traffic related city ordinances, state statutes, or federal law.
- I) Selling products not contained in the manufacturer's original packaging.

## 117.10 Exclusion by Placard

No peddler, solicitor or transient merchant, unless invited to do so by the property owner or tenant, shall enter the property of another for the purpose of conducting business as a peddler, solicitor or transient merchant when the property is marked with a sign or placard at least four inches long and four inches wide with print of at least 48 point in size stating "No Peddlers, Solicitors or Transient Merchants," or "Peddlers, Solicitors, and Transient Merchants Prohibited," or other comparable statement. No person other than the property owner or tenant shall remove, deface or otherwise tamper with any sign or placard under this section.<sup>136</sup>

## 117.11 Aggressive Solicitation

### 117.11.A Policy

As an aid in the interpretation and enforcement of this section, the City Council finds that:

- 1) Aggressive solicitation is disturbing and disruptive to residents and businesses and contributes to the loss of access to and enjoyment of public places and to a sense of fear, intimidation and disorder.
- 2) Aggressive solicitation may include approaching or following pedestrians, repetitive soliciting despite refusals, the use of abusive or profane language to cause fear and intimidation, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic.
- 3) The presence of individuals who solicit money from persons in places that are confined, difficult to avoid, or where a person might find it necessary to wait, is especially troublesome because of the enhanced fear of crime.
- 4) This section is intended to protect citizens from the disruption, fear and intimidation accompanying certain kinds of solicitation, and not to limit constitutionally protected activity.

### 117.11.B Definitions

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

**SOLICITATION** , as used in this section, means any plea made in person where:

- a) A person by vocal appeal requests an immediate donation of money or other item from another person; or
- b) A person verbally offers or actively provides an item or service of little or no value to another in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.

However, solicitation shall not include the act of passively standing, sitting, or engaging in a performance of art with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.

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<sup>136</sup>Penalty, see SEC. 110.99

**CONVENIENCE STORE** , as used in this section, means a retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with them, with a gross floor area of less than seven thousand five hundred (7,500) square feet.

**PUBLIC ENTERTAINMENT VENUE** means a place that is open to the public (whether or not upon payment of a fee for admission and whether or not the management reserves the right to exclude individual members of the public) for entertainment but does not include a shop. The term includes, but is not limited to, cinemas, theatres, concert halls, electronic games centers, indoor sports centers (including a bowling alley), art galleries, museums, and premises upon which any display or exhibition promoted as such is conducted.

**SHOP** means premises used for the sale or displaying or offering for sale of goods or food to a member of the public, whether on a wholesale or retail basis and includes a warehouse (other than where the premises is temporarily used as a public entertainment venue).

### 117.11.C Prohibitions

#### 117.11.C.1

It shall be unlawful in a public place to engage in an act of solicitation when the person being solicited is present at any of the following locations:

- a) In a restroom.
- b) At a bus stop or shelter.
- c) At or within ten (10) feet in any direction from a crosswalk.
- d) In any public transportation vehicle or public transportation facility.
- e) In a vehicle which is parked or stopped on a public street or alley.
- f) In a sidewalk caf or an outdoor seating area of a restaurant.
- g) In a line waiting to be admitted to a commercial or government establishment.
- h) Within eighty (80) feet in any direction from an automatic teller machine or entrance to a bank, other financial institution, or check cashing business.
- i) On any park land, or in any park, playground, or public entertainment venue, including within fifty (50) feet of entry ways or exits thereto.
- j) At or within ten (10) feet in any direction of the property on which is located a gasoline filling station.
- k) At or within ten (10) feet in any direction of the property on which is located a liquor store, including any establishment with an off-sale license under Chapter 111 of this code, and not including any establishment with an on-sale license.
- l) At or within ten (10) feet in any direction of the property on which a convenience store is located.
- m) In the Crookston Sports Center, including within fifty (50) feet of entry ways or exits thereto.

**117.11.C.2**

It shall be unlawful in a public place to engage in an act of solicitation in a manner that incorporates any of the following methods:

- a) Intentionally touching or causing physical contact with the solicited person without that persons consent.
- b) Intentionally blocking the path of the solicited person, or the entrance to any building or vehicle.
- c) Following behind, ahead or alongside a person who walks away from the solicitor after being solicited, with the intent to intimidate or continue solicitation.
- d) Using obscene, profane, or abusive language or gestures toward the solicited person.
- e) Approaching the solicited person in a manner that:
  - i) Is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the persons possession; or
  - ii) Is intended to or is likely to intimidate a reasonable person into responding affirmatively to the solicitation.
- f) Solicitation while under the influence of alcohol or drugs.
- g) Soliciting in a group of two (2) or more persons.

**117.11.C.3**

It shall be unlawful in a public place to engage in an act of solicitation on any day after sunset, or before sunrise.

**117.11.D Penalties**

Each act of solicitation prohibited by this section shall constitute a separate violation of this section. Each violation shall be punishable as a misdemeanor.

**117.11.E Severance**

If any section, sentence, clause, or phrase of this law is held invalid or unconstitutional by any court of competent jurisdiction, it shall in no way effect the validity of any remaining portions of this law.