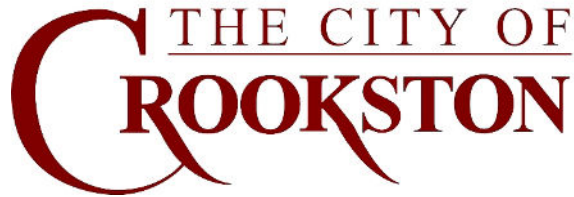


Mayor -Dale Stainbrook

**Council Members:**

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



**Council Members:**

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

## **CITY COUNCIL AGENDA**

**March 27, 2023 - 5:30 pm**

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

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

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

**1. CALL TO ORDER**

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

**2. OATH OF OFFICE**

**2.01** Swearing in new Police Officers Nicholas Fladland, Corey Rich, and Derek Cox.

**3. ROLL CALL**

**4. 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.

**5. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**

**6. 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.

**7. 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.

**7.01** Approve proposed City Council Minutes from the March 13, 2023, City Council meeting.

**7.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$230,681.07 Check Nos 70394-70463.

**7.03** Resolution to appoint designated individuals to boards or commissions (Charter Commission).

**7.04** Resolution accepting a donation for the Crookston Parks and Recreation Department in memory of Tom Hunt.

**7.05** Resolution accepting a donation for the Crookston Parks and Recreation Department from the Crookston Baseball Association.

**7.06** Resolution to approve the sale of permitted fireworks to Walmart.

**8. PUBLIC HEARINGS**

**9. REGULAR AGENDA**

**9.01** Summary of closed Ways and Means Meeting on Monday, March 13, 2023.

**9.02** Resolution approving the lease with the University of Minnesota with respect to the occupancy of Suite 101 at Valley Technology Park.

**9.03** Resolution to approve easement with Ottertail Power Company.

**9.04** Resolution receiving engineers report and calling for Public Hearing on 2023 Street Improvements.

**9.05** Resolution to approve the Delegated Contracts Process (DCP) agreements between MnDOT and Local Public Agencies (LPA) eligible to receive Federal Funds.

**9.06** Resolution to approve Intermediary Relending Loan program and mortgage satisfaction on the property owned by Bucky's LLC, a Minnesota limited liability company, with respect to document #A000688629.

**9.07** Resolution to approve the Labor Agreement between the City of Crookston and the Crookston Professional Fire Fighters' Union Local No. 3394.

**9.08** Resolution accepting bids and awarding contract Agricultural Road Street & Utility Construction.

**10. REPORTS AND STAFF RECOMMENDATION**

**11. ADJOURNMENT**

**OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE FIRST REGULAR COUNCIL MEETING OF MARCH 13, 2023, COUNCIL CHAMBERS, CITY HALL.**

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

**ROLL CALL**

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

Council Members absent: None

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

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

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

- 6.01 Approve proposed City Council Minutes from the February 27, 2023, City Council meeting.
- 6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$590,491.42 Check Nos 70214-70297-70393.
- 6.03 Resolution to appoint designated individuals to boards or commissions (CHEDA).
- 6.04 Resolution to approve the donation for the Crookston Police Department from Greater NW EMS.
- 6.05 Resolution calling for bids with respect to the Duperon FlexRake Barscreen for Lift Station 4.

**PUBLIC HEARINGS**

**REGULAR AGENDA**

- 8.01 Motion made by Council Member Cavalier, seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. This resolution will allow the City to upgrade the ventilation system. It was duly carried to approve the Resolution accepting the bid for the Lift Station 3 Ventilation System Improvements. (Res No. 27644)
- 8.02 Motion made by Council Member Klatt, seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. This application needs Council approval to present a grant to address the road adjacent to the Ag Innovative Campus. It was duly carried to approve the Resolution approving the Innovative Business Development Infrastructure application. (Res No. 27645)

## REPORTS FROM CITY STAFF

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

- Had several meetings regarding different items for the Airport Commission.
- Attended a luncheon at UMC regarding Crookston Community Conversations.
- Met with the DCDP regarding possible events downtown this summer.
- Met with Kay Heggie.
- Met with Mitch Berg about sustainability issues.
- Fire negotiations are ongoing.

### **Karie Kirschbaum, Community Development Director,**

- Met with Brandon on a game plan for the Ward 4 meeting tomorrow Tuesday, March 14, 2023.

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

- Park staff have been busy moving snow.
- The Park Department have been working on repairs and maintenance to the equipment.
- Pool updates for the month of February; 271 for open swimming.
- Swimming lessons are planned for the month of April.
- Next week new water heater will be delivered and set up in the pool.
- The new compressor was installed last week at the Crookston Sport Center.
- Updated the security cameras at the Crookston Sport Center.

### **Greg Hefta, Building Official,**

- Planning Commission meeting will be March 21, 2023 at 7:00PM to discuss an easement for Ottertail Power Company and lease agreement at the Valley Tech Park building.
- Completed my certification test and am now a certified Building Official.

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

- Thank you to the City crews for coming in and removing all the snow during this snow event.
- The City Street crew will be clearing local streets for the next couple of days.
- Please come out and participate in the Ward 4 meeting tomorrow Tuesday, March 14, 2023 @ 7:00PM

### **Ryan Lindtwed, Finance Director,**

- Met Jon Roscoe, with Miller McDonald he is the new auditor for the City.
- Kathy Carlson gave her notice and will be done working for the City April 5, 2023.
- Our goal is March 31, 2023, for yearend reports.

### **Shane Heldstab, Fire Chief:**

- The beginning of March the Fire Department held a Cold Water Rescue training.
- Had a informational meeting with US Fish and Wildlife Service.
- Thank you to the City Staff for the great work clearing the streets.
- Looking for the Community’s assistance to help with Hydrant clearing.
- CERT training will be on Thursday, March 16, 2023 6:00PM-9:00PM.
- Bob Magsam has announced his retirement at the end of the month. His retirement is March 29, 2023, 1-4PM.

## REPORTS FROM CITY COUNCIL MEMBERS

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

- Attended the Advance Training for Elected Leaders last weekend. There were great conversations and as a group went over the Minnesota 2030 report and what was interesting and stood out was housing, childcare and broadband associated as the most important items to keep towns thriving. Just being able to provide those opportunities to be able to grow your workforce. A lot of Great information.

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

- No Report

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

- Great job on the snow removal.

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

- The Chamber is looking for a new manager.
- I also attended the same training as Kristie.

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

- Great job on the snow removal.

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

- Next Tuesday the new board members will be present on the CHEDA board.

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

- The League of Minnesota Cities training was an awesome training.
- Thank you to the City staff on the snow removal and additionally to that clearing out the water on Alexander and Riverside.

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

- Had a lot of great comments on the snow removal.

**Mayor Stainbrook**, Mayor

- Attended the League of Minnesota Cities Advanced training as well.
- There are a lot of events and meetings going on this week with one being the Airport meeting at 7:00AM, Thursday. Kay Heggie has the T-Mobile Grant at 3:00PM at the Crookston Library. CERT Training will be from 6:00PM-9:00PM Thursday as well.
- Thank you to Brandon and the crew with the clearing of snow.

## ADJOURNMENT

Mayor Stainbrook declared the meeting adjourned at 5:58pm.

---

Dale Stainbrook, Mayor

---

Ashley Rystad, City Clerk

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

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

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

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

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0299	CAPITAL BANK AND TRUST COMPANY I-DC3202303105396 DEF COMP WITHHOLDING	D	3/10/2023	625.00		001129		625.00
1550	P.E.R.A. I-P-C202303105396 PERA WITHHOLDING I-PPF202303105396 PERA WITHHOLDING	D D	3/10/2023 3/10/2023	13,703.40 21,915.54		001130 001130		35,618.94
2606	EFTPS I-T1 202303105396 FEDERAL TAX WITHHOLDING I-T3 202303105396 FICA TAX WITHHOLDING I-T4 202303105396 MEDICARE TAX WITHHOLDING	D D D	3/10/2023 3/10/2023 3/10/2023	15,710.52 13,252.54 5,186.94		001131 001131 001131		34,150.00
2607	MN DEPT OF REVENUE I-T2 202303105396 STATE TAX WITHHOLDING	D	3/10/2023	7,715.94		001132		7,715.94
2681	MN STATE RETIREMENT SYSTEM I-DC7202303105396 MN DEFERRED COMPENSATION-457B\$ I-SP2202303105396 HEALTH CARE SAVINGS PLAN	D D	3/10/2023 3/10/2023	200.00 550.71		001133 001133		750.71
3047	CAPITAL BANK AND TRUST COMPANY I-DC5202303105396 DEF COMP EMPLOYER CONTRIBUTION	D	3/10/2023	66.44		001134		66.44
0650	ELAN FINANCIAL SERVICES I-202303155404 ELAN FINANCIAL SERVICES	D	3/15/2023	17,860.14		001135		17,860.14
4077	MN SECRETARY OF STATE I-20230309 WARD 1 REGIS.VOTER LIST	R	3/09/2023	30.00		070394		30.00
1	DUERKSEN, DANIELLE I-000202303145399 US REFUND	R	3/22/2023	38.41		070395		38.41
1	GONZALEZ, ALFONZO I-000202303145400 US REFUND	R	3/22/2023	80.24		070396		80.24
1	VALDEZ, ELIZABETH I-000202303145398 US REFUND	R	3/22/2023	76.44		070397		76.44
1	WILLIAMS, TROY I-000202303145397 US REFUND	R	3/22/2023	35.75		070398		35.75
0021	ADVANCED TIRE & AUTO SERV. LLC I-44039 REPAIR TAIL LIGHT SQUAD #534	R	3/22/2023	664.76		070399		664.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2200	AUTO VALUE OF CROOKSTON							
I-76212668	BATTERY, DEXCOOL	R	3/22/2023	34.98		070400		
I-76212872	BELTS FOR CSC MOTORS	R	3/22/2023	39.98		070400		
I-76213048	WISE FOR CSC, SPRAY PAINT	R	3/22/2023	312.46		070400		
I-76213068	PARTS	R	3/22/2023	54.48		070400		
I-76213214	SUPPLIES FOR SHOP	R	3/22/2023	16.58		070400		458.48
3970	AXON ENTERPRISE, INC							
I-INUS142251	BODY WORN CAMERAS	R	3/22/2023	1,804.70		070401		1,804.70
4466	CODY BANNERT							
I-20230310	DUTY BELT	R	3/22/2023	77.17		070402		77.17
4435	BERT'S TRUCK EQUIPMENT OF MOOR							
I-S97015	EQUIPMENT REPAIR	R	3/22/2023	59.98		070403		59.98
0225	BRANDNER PRINTING							
I-25112	NAME HOLDERS	R	3/22/2023	52.78		070404		
I-53446	OFFICE SUPPLIES	R	3/22/2023	52.31		070404		
I-53573	RUG FROM FIRE HALL	R	3/22/2023	177.99		070404		
I-6490	6 3/4 ENVELOPES	R	3/22/2023	149.00		070404		
I-6491	NO. 10 REG. TINTED ENVELOPES	R	3/22/2023	184.00		070404		
I-6492	6x9 ENVELOPES	R	3/22/2023	119.00		070404		
I-6499	BUSINESS CARDS	R	3/22/2023	56.03		070404		
I-6539	BUSINESS CARDS	R	3/22/2023	112.06		070404		903.17
4481	JAMES BRANDON							
I-20230320	EQUIPMENT REIMBURSEMENT	R	3/22/2023	312.19		070406		312.19
2961	BSN SPORTS, LLC							
I-921022491	MATERIAL FOR RAY ECKLUND PARK	R	3/22/2023	500.66		070407		500.66
0691	BRANDON CARLSON							
I-20230309	TRAVEL REIMBURSEMENT	R	3/22/2023	50.00		070408		50.00
0372	CROOKSTON HOUSING & ECONOMIC D							
I-33278716	GREAT AMERICA FINANCIAL	R	3/22/2023	126.54		070409		
I-33330406	GREAT AMERICAN FINANCIAL	R	3/22/2023	796.82		070409		
I-33481082	GREAT AMERICAN FINANCIAL	R	3/22/2023	126.54		070409		
I-33533080	GREAT AMERICAN FINANCIAL	R	3/22/2023	400.67		070409		1,450.57
3184	CINTAS CORPORATION							
I-4145357412	MATS LIBRARY	R	3/22/2023	28.57		070410		
I-4146053634	LINEN SERVICES	R	3/22/2023	16.09		070410		
I-4148859119	LINEN SERVICES	R	3/22/2023	16.09		070410		
I-4148859134	RUGS	R	3/22/2023	27.12		070410		
I-4148859136	JANITOR SUPPLIES CSC	R	3/22/2023	13.30		070410		
I-4148859166	MATS LIBRARY	R	3/22/2023	28.57		070410		

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 3/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-4148859210	MATS, TOWEL CITY HALL	R	3/22/2023	15.22		070410		
I-4148859255	MATS WATER DEPT	R	3/22/2023	3.70		070410		
I-4148859312	LINER POLICE DEPT	R	3/22/2023	24.56		070410		
I-4148859315	LINEN PUBLIC WORKS	R	3/22/2023	80.65		070410		
I-4149566898	TOWELS	R	3/22/2023	13.30		070410		
I-4149567046	MATS, TOWELS, CARHART JEANS	R	3/22/2023	209.62		070410		476.79
0337	COLE PAPERS INC.							
I-10261589	JANITOR SUPPLIES	R	3/22/2023	275.55		070412		
I-10271492	SOAP DISPENSER	R	3/22/2023	9.63		070412		285.18
0363	CROOKSTON BUILDING CENTER							
I-289048	PLYWOOD CSC	R	3/22/2023	46.99		070413		
I-289073	CEDAR BOARD	R	3/22/2023	48.96		070413		
I-289074	LUMBER AND SCREWS	R	3/22/2023	51.58		070413		
I-289112	FLOWER BIN	R	3/22/2023	120.96		070413		
I-289113	POOL FLOWER BIN	R	3/22/2023	21.24		070413		
I-289302	CEDAR BOARDS, PARK SHOP FLOWER	R	3/22/2023	255.18		070413		
I-289340	2LBS SCREWS, PARK-FLOWER POTS	R	3/22/2023	14.32		070413		559.23
4577	CROOKSTON HIGH SCHOOL							
I-20230227	PAYMENT FOR RUNNING CLOCK	R	3/22/2023	720.00		070414		720.00
0425	CROOKSTON PAINT & GLASS							
I-58719	PAINT AND SUPPLIES	R	3/22/2023	372.63		070415		
I-58739	PAINT, PAINTING SUPPLIES	R	3/22/2023	72.67		070415		
I-58753	GROUT	R	3/22/2023	10.00		070415		
I-58850	PLANK FLOORING	R	3/22/2023	14,623.79		070415		15,079.09
0465	CROOKSTON WATER DEPARTMENT							
I-20230314	CITY BILLS	R	3/22/2023	4,007.83		070416		4,007.83
0470	CROOKSTON WELDING INC.							
I-057433	PLOW ON TRUCK #83	R	3/22/2023	0.87		070417		
I-057708	LIFT RENTAL, CSC ICE SHOW	R	3/22/2023	255.00		070417		
I-057746	TUBING AND CUT IRON	R	3/22/2023	155.85		070417		
I-057778	CUT-OFF WHEEL	R	3/22/2023	14.76		070417		
I-057802	IRON	R	3/22/2023	209.25		070417		
I-058043	SHOP REPAIRS	R	3/22/2023	124.20		070417		
I-058044	FILTERS FOR DITCH WITCH TRAIL.	R	3/22/2023	225.57		070417		
I-058088	FITTINGS DITCH WITCH TRAILER	R	3/22/2023	9.48		070417		994.98
0484	DAKOTA FENCE CO.							
I-136075	SWING GATE INSTALLATION	R	3/22/2023	3,635.00		070418		3,635.00



VENDOR SET: 01 City of Crookston

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

DATE RANGE: 3/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4567	LOREN EDEVOLD							
I-20230316	TRAVEL REIMBURSEMENT	R	3/22/2023	19.90		070419		19.90
3657	FERTILE OIL COMPANY							
I-221299	DIESEL LOADER AND SNOW BLOWER	R	3/22/2023	796.73		070420		
I-221300	CLEAR DIESEL BLEND SNOW PLOW	R	3/22/2023	1,073.33		070420		1,870.06
0875	FLEET SUPPLY							
I-121058	NUTS, WASHERS, BOLTS	R	3/22/2023	24.02		070421		
I-121063	BOLTS	R	3/22/2023	29.67		070421		
I-121078	UNIT 31 HOTSEY	R	3/22/2023	26.97		070421		
I-121324	BOLTS, NUTS	R	3/22/2023	3.19		070421		83.85
0721	GALSTAD, JENSEN & MCCANN, P.A.							
I-17766	PROFESSIONAL SERVICES	R	3/22/2023	81.00		070422		81.00
0909	GARDEN VALLEY TECHNOLOGIES							
I-101225154	TELEPHONE CSC	R	3/22/2023	49.00		070423		49.00
0987	GREAT PLAINS NATURAL GAS CO.							
I-20230306	SERVICE 2/1-3/3/2023	R	3/22/2023	4,821.42		070424		4,821.42
1000	GROVE MECHANICAL INC.							
I-40622	NEW THERMOSTAT BACK SHOP	R	3/22/2023	254.00		070425		254.00
3400	CROOKSTON HARDWARE HANK							
I-69474/2	AA BATTERIES	R	3/22/2023	19.99		070426		
I-69573/2	ICE MELT	R	3/22/2023	25.96		070426		
I-69599/2	206 EUCLID MAILBOX	R	3/22/2023	29.99		070426		
I-69662/2	FELT PADS	R	3/22/2023	41.95		070426		117.89
1043	HAWKINS, INC							
I-6412595	CHEMICALS	R	3/22/2023	2,053.53		070427		2,053.53
4370	HB SOUND & LIGHT INC							
I-16370	NEW EQUIPMENT FOR CSC SOUND	R	3/22/2023	2,294.94		070428		2,294.94
4595	HDR ENGINEERING INC							
I-1200505351	LAGOON SOIL TESTING	R	3/22/2023	2,229.57		070429		2,229.57
1006	HN QUALITY PLUMBING INC.							
I-42790	WATER MAIN BREAK POLICE DEPT	R	3/22/2023	3,202.10		070430		
I-42915-2	PUMP REPAIR CSC ARENA	R	3/22/2023	55.50		070430		3,257.60

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 3/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1105	HUGO'S							
I-20230316	CERT TRAINING SNACKS	R	3/22/2023	23.97		070431		
I-20230317	COFFEE	R	3/22/2023	21.78		070431		45.75
9193	HUMANE SOCIETY OF POLK CO INC							
I-RES. 27553	COUNCIL APPROVED AWARD	R	3/22/2023	5,000.00		070432		5,000.00
3737	LAKE OF THE WOODS COUNTY							
I-20230308	2022 3RD QTR P2P REIMB. WAGES	R	3/22/2023	5,285.00		070433		
I-20230308B	2022 4TH QTR P2P REIMB. WAGES	R	3/22/2023	5,285.00		070433		10,570.00
1260	LEAGUE OF MINNESOTA CITIES							
I-377843	LMC CONFERENCE	R	3/22/2023	125.00		070434		125.00
4582	LUCAS NORMANDIN							
I-20230226	WATER MAIN BREAK POLICE DEPT	R	3/22/2023	1,950.00		070435		1,950.00
1313	MAGSAM, ROBERT							
I-20230314	SAFETY TOE WORK BOOTS	R	3/22/2023	132.00		070436		132.00
2788	MARCO - NW 7128							
I-INV10987286	SPAM LICENSING	R	3/22/2023	402.00		070437		402.00
1357	MCFARLANE MECHANICAL CONTRACTO							
I-S10497	LOST GLYCOL IN EXPANSION TANK	R	3/22/2023	712.45		070438		
I-S10498	CSC GLYCOLREFILL AIR BLEED SYS	R	3/22/2023	6,144.00		070438		
I-S10504	CSC BOILER REPAIR	R	3/22/2023	9,182.65		070438		16,039.10
4594	TIMOTHY MENARD							
I-20230302	TRAVEL REIMBURSEMENT	R	3/22/2023	40.34		070439		40.34
1533	MN POLLUTION CONTROL							
I-10000155164	WATER PERMIT ANNUAL FEE AIRPOR	R	3/22/2023	400.00		070440		400.00
1533	MN POLLUTION CONTROL							
I-10000159482	ANNUAL WATER PERMIT	R	3/22/2023	5,900.00		070441		5,900.00
1780	MNSCU- MOORHEAD							
I-022210	FIRE SCHOOL REGIS. 6 FIRE FIGH	R	3/22/2023	900.00		070442		900.00
1650	NARDINI FIRE EQUIPMENT CO INC							
I-IV00232201	INSPECTION ALARM SYSYSTEM	R	3/22/2023	468.00		070443		468.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1735	NORTHERN FIRE EQUIPMENT							
I-25180	OLD PARK SH FIRE EXTINGUISHER	R	3/22/2023	32.50		070444		32.50
1750	NORTHERN LUMBER							
I-242528	WATER MAIN BREAK POLICE DEPT	R	3/22/2023	411.33		070445		
I-242530	WATERMAIN BREAK POLICE DEPT	R	3/22/2023	106.02		070445		
I-242627	SUPPLIES	R	3/22/2023	30.98		070445		548.33
2991	PET WASTE ELIMINATOR							
I-43207612	BAGS FOR DOG STATIONS	R	3/22/2023	408.99		070446		408.99
1936	POLK COUNTY SHERIFF							
I-20230314A	2ND QTR P2P REIMBURSE WAGES	R	3/22/2023	5,285.00		070447		
I-20230314B	3RD QTR P2P REIMBURSE WAGES	R	3/22/2023	5,285.00		070447		
I-20230314C	4TH QTR P2P REIMBURSE WAGES	R	3/22/2023	5,285.00		070447		15,855.00
1925	POLK COUNTY TAXPAYER SERVICE C							
I-20230317	ONLINE ELECTION TRAIN. 2022	R	3/22/2023	363.00		070448		363.00
1935	POLK COUNTY TRANSFER STATION							
I-40141	DISPOSAL CARPET VTP	R	3/22/2023	20.59		070449		20.59
2005	PROULX REFRIGERATION HTG &APPL							
I-18818	REPLACE THERMOSTAT PARK SHOP	R	3/22/2023	150.00		070450		150.00
0199	RAILROAD MANAGEMENT COMPANY II							
I-475959	36" STORM SEWER PIPELINE CROSS	R	3/22/2023	344.67		070451		
I-475982	24,23,21,18" STORM SEWER	R	3/22/2023	793.03		070451		1,137.70
3834	RMB ENVIRONMENTAL LABORATORIES							
I-D042253	CHEMICALS-WASTEWATER	R	3/22/2023	182.95		070452		
I-D042325	CHEMICALS	R	3/22/2023	109.99		070452		292.94
4530	EDGAR RODRIGUEZ							
I-20230309	TRAVEL REIMBURSEMENT	R	3/22/2023	54.78		070453		54.78
2437	SCOTT'S TRUE VALUE HARDWARE							
I-A233372	BATTERIES, WRENCHES FOR CSC	R	3/22/2023	84.22		070454		
I-A233671	SAW BLADES	R	3/22/2023	51.41		070454		
I-A233796	ROPE FOR FLAG POLE	R	3/22/2023	31.67		070454		
I-A233888	LOCATOR BATTERIES, MAIL BOX BA	R	3/22/2023	25.71		070454		193.01
4553	ST CLOUD REFRIGERATION, INC							
I-W85029-1	RES. NO. 27608	R	3/22/2023	19,257.05		070455		19,257.05

VENDOR SET: 01 City of Crookston  
BANK: AP BREMER BANK, N.A. - AP  
DATE RANGE: 3/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4386	RANDY SHAFER							
I-20230320	PRESCRIPTION SAFTEY GLASSES	R	3/22/2023	150.00		070456		150.00
2272	SHI INTERNATIONAL CORP							
I-B16565573	SURFACE PRO DOCKS	R	3/22/2023	414.00		070457		414.00
4442	SRF CONSULTING GROUP, INC							
I-14677.00-13B	RLR CORRIDOR STUDY	R	3/22/2023	318.29		070458		318.29
3123	VALLEY ELECTRIC OF CROOKSTON,							
I-7177	GARAGE UPGRADE	R	3/22/2023	1,710.30		070459		
I-7181	REPLACE LIGHTING POWER PACK	R	3/22/2023	80.00		070459		1,790.30
0400	VALLEY PLAINS EQUIPMENT							
C-3597989	DOUBLE PAID INVOICE	R	3/22/2023	76.80CR		070460		
I-3651058	10 WASHERS	R	3/22/2023	40.70		070460		
I-3660302	STREET SWEEPER REPAIR	R	3/22/2023	1,816.82		070460		
I-3666374	CUTTING BLADE AND BOLTS	R	3/22/2023	183.92		070460		
I-3666767	FUEL CAPS	R	3/22/2023	55.20		070460		2,019.84
2506	VERIZON WIRELESS							
I-9929226265	3/4-4/3/2023	R	3/22/2023	1,093.06		070461		1,093.06
2545	WIDSETH SMITH NOLTING & ASSOC,							
I-222360	BATH HOUSE DESIGN FOR BID	R	3/22/2023	22,500.00		070462		22,500.00
2600	ZIEGLER INC.							
I-IN000912071	CUTTING EDGE BOLTS	R	3/22/2023	146.00		070463		146.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	68	158,150.95	0.00	158,150.95
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	96,787.17	0.00	96,787.17
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			75	254,938.12	0.00	254,938.12
BANK: AP	TOTALS:		75	254,938.12	0.00	254,938.12
REPORT TOTALS:			75	254,938.12	0.00	254,938.12

CK 70394-70463

-RES # 27553 \$5,000.00  
-RES # 27608 \$19,257.05

**TOTAL \$230,681.07**

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

At a regular meeting of the City Council of the City of Crookston held on the 13th day of March 2023, Council

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

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

**RESOLUTION TO APPOINT DESIGNATED INDIVIDUALS TO BOARDS OR COMMISSIONS**

**WHEREAS:** the City of Crookston City Code Section 32.02 A & Section 32.02 B authorize the appointment of all City of Crookston Board and Commission members and,

**WHEREAS:** the names of all individuals recommended for appointment to Board or Commission shall be brought to the Ways and Means committee for approval and,

**WHEREAS:** the appointment of all Board or Commission members shall be made by the Mayor of the City of Crookston and,

**WHEREAS:** the appointment of all Board or Commission members shall be confirmed by the Crookston City Council and,

**WHEREAS:** the Mayor of the City of Crookston has provided a list of names of individuals recommended for appointment to a Board or Commission as set forth in Exhibit "A" attached hereto and,

**WHEREAS:** the term of each Board or Commission member is set forth in Exhibit "A" attached hereto and,

**WHEREAS:** each individual appointed to a Board or Commission by the Mayor of the City of Crookston shall hold such appointment and office until their successor is appointed and qualified and,

**WHEREAS:** No individual recommended for appointment to a City Board or Commission is an employee of the City of Crookston and

**WHEREAS:** the Ways and Means committee meeting held on February 27, 2023, reviewed the Mayoral recommendation to appoint candidates to Boards or Commissions and is recommending Council approval set forth in Exhibit "A" and,

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROOKSTON, COUNTY OF POLK, MINNESOTA** the individuals set forth in Exhibit "A" shall be appointed to the Board or Commission as designated.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

# City Board & Committee Appointments

January 2023

Original  
Appointment  
From - To

Re-Appointment  
From - To

Re-Appointment  
From - To

Charter Commission – Meets Annually at 5:00 p.m. at City Hall (12 members, 4 year terms)
---

CM – Dylane Klatt	1/1/23-12/31/26 27598		
CM - Don Cavalier	1/11/21-12/31/22 27213	1/1/23-12/31/26 27598	
Leah Winjum	3/27/23-12/31/26		
Gary Willhite	1/1/19-12/31/22 26962	1/1/23-12/31/26	
Mike LaFrance	3/27/23-12/31/26		
Mike Normandin	3/27/23-12/31/26		
Nick Nicholas	1/1/19-12/31/22 26962	1/1/23-12/31/26	
Blake Carlson	1/1/19-12/31/22 26962	1/1/23-12/31/26	
Frank Lindgren	1/1/17-12-31-20 26489	1/1/21-12/31/24 27214	
Bobby Baird	1/1/21-12/31/24 27214		
Donna Larson (unexpired term Lorna Hollowell)	11/4/19-12/31/20 26962	1/1/21-12/31/24 27214	
Garret Kollin (unexpired term of Jeremy Olson)	3/27/23-12/31/24		

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

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

**WHEREAS:** The City of Crookston has received a donation in memory of Thomas Hunt in the amount of \$90.00 for the Parks and Recreation Department and,

**NOW, THEREFORE, IT IS RESOLVED:** by the City Council of Crookston to accept the donation in memory of Thomas Hunt in the amount of \$90.00.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION OF ACCEPTANCE WITH RESPECT TO MONETARY DONATIONS FROM THE CROOKSTON BASEBALL ASSOCIATION**

**WHEREAS:** The Crookston Baseball Association is a private nonprofit organization established to facilitate and enhance participation in baseball and softball by individuals of all ages within the Crookston geographic area and,

**WHEREAS:** The Crookston Baseball Association desires to provide ten thousand dollars (\$10,000) to the City of Crookston to be used by the Parks & Recreation Department to facilitate the 2023 baseball and softball programs and,

**WHEREAS:** The Crookston Baseball Association desires to provide ten thousand dollars (\$10,000) to the City of Crookston to be used by the Parks & Recreation Department to facilitate and purchase of youth baseball uniforms and,

**WHEREAS:** The Crookston Baseball Association desires to provide twenty-six thousand five hundred dollars (\$26,500) to assist with the operation of the American Legion Baseball program and,

**WHEREAS:** The City of Crookston will at the end of the 2023 Summer recreation season supply to the Crookston Baseball Association a report containing the following information: Number of participants at each level, a report of the dollars spent throughout the season with respect to the baseball and softball program, and an overall evaluation of each level and,

**NOW, THEREFORE, IT IS RESOLVED,** the City Council of Crookston Minnesota accept the donations of ten thousand dollars (\$10,000) with respect to the summer recreations of baseball and softball programs ten thousand dollars (\$10,000) toward the purchase of youth baseball uniforms and; twenty-six thousand five hundred dollars (\$26,500) to assist with the operation of the American Legion Baseball program which sums total forty-six thousand five hundred dollars (\$46,500).

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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



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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION APPROVING THE SALE OF FIREWORKS IN THE CITY LIMITS OF CROOKSTON**

**WHEREAS:** The City of Crookston has received a application from Wal-Mart Store #01-3758 for the sale of permitted fireworks and,

**WHEREAS:** The application has been reviewed by the Crookston Fire Department and is recommending for approval and,

**NOW, THEREFORE, IT IS RESOLVED:** by the City Council of Crookston to approve the sale of fireworks to Wal-Mart Store #01-3758 within the city limits.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

## **Summary of Ways & Means Committee Meeting March 13, 2023**

The Ways & Means Committee pursuant to Statute 13D.03, Subd. 1 (b) and the appropriate notice procedures had a closed meeting on March 13, 2023. The meeting was called to order by Mayor Dale Stainbrook at 6:10 PM.

The closed meeting was called to discuss labor negotiations involving the Crookston Professional Fire Fighters Union Local #3394. The labor negotiations were conducted prior to the Ways & Means Committee meeting. City Administrator Corky Reynolds provided information regarding the nature and extent of the potential negotiated terms of a contractual agreement. Corky Reynolds informed Council Members regarding the initial proposal of the Crookston Professional Fire Fighters Union Local #3394 which included a wage proposal for a cost-of-living increase (COLA) and a wage adjustment. The initial proposal involved an 8% cost of living increase and a 6% wage adjustment. The bargaining committee for the City of Crookston had a counter proposal of 6% total adjustment which included a 3.5% COLA and a 2.5% wage adjustment. The wage adjustment and COLA were negotiated and would be a component of a two-year contract for the contract years 2023-2024.

Corky Reynolds informed the Council the negotiating committee for the City had offered a potential three-year contract agreement being 6% for the year 2023, 3% for the year 2024, and 3% for the year 2025. The Crookston Professional Fire Fighters Union Local #3394 did not wish to have a three-year agreement.

The final negotiated resolution and settlement involved a 6% increase for the year 2023 consisting of a 3.5% COLA and a 2.5% wage adjustment and a 3% wage increase for the year 2024.

Discussion was had by Council Members regarding budgetary concerns and whether the response by the negotiating committee for the City is consistent with the levy and did involve an adjustment for the wages to bring the City closer to the median of eight cities which were deemed comparable. Discussion was had by Council Members regarding the priority of approving this agreement. The Council did reach a consensus that the proposed 6% increase for 2023 and the 3% increase for 2024 was appropriate. The terms of the tentative agreement were provided to the Council and discussed thoroughly.

A consensus of Council Members was reached to recommend to the City Council the acceptance and approval of the tentative contractual agreement which has also been approved by the members of the Crookston Professional Fire Fighters Union Local #3394.

The meeting was adjourned at 6:18 PM.

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION APPROVING THE LEASE WITH THE UNIVERSITY OF MINNESOTA WITH RESPECTS TO THE OCCUPANCY AT VALLEY TECHNOLOGY PARK.**

**WHEREAS:** The City of Crookston and the University of Minnesota entered into a Lease Agreement dated April 26, 2022, permitting the University of Minnesota to occupy Suite 101 comprised of approximately one hundred sixty-seven (167) usable square feet in the Valley Technology Park located at 510 County Road 71, Crookston, Minnesota 56716.

**WHEREAS:** The Lease agreement dated April 26, 2018 expires on April 25, 2023, and

**WHEREAS:** The University of Minnesota has proposed a new, Lease Agreement with respect to the occupancy of Suite 101 of Valley Technology Park.

**WHEREAS:** The University of Minnesota proposes the Lease will be for a two (2) year term commencing on April 26, 2023 and ending on April 25, 2025, at 11:59 p.m.

**WHEREAS:** The University of Minnesota proposes to pay the City during the Renewal Term gross annual rent for the occupancy of Suite 101, the amount of \$0.00.

**WHEREAS:** The University of Minnesota and the City of Crookston shall have the right to terminate the Lease upon thirty (30) days written notice to the other party.

**WHEREAS:** the City of Crookston Planning Commission did on March 21, 2023 meet and reviewed the proposed two (2) year lease agreement and as a result recommends the City of Crookston enter into the proposed two (2) year lease agreement and,

**WHEREAS:** The terms and conditions of the proposed the new Lease Agreement are acceptable to the City of Crookston.

**NOW THEREFORE, BE IT RESOLVED:** The City of Crookston enter into the two (2) year Lease Agreement with the University of Minnesota, Crookston for the occupancy of Suite 101 of the Valley Technology Park.

**IT IS FURTHER RESOLVED:** The Mayor and City Administrator of the City of Crookston are authorized to sign a two (2) year Lease Agreement with the University of Minnesota with respect to the occupancy of Suite 101 of the Valley Technology Park.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

## UNIVERSITY OF MINNESOTA

### FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the “**First Amendment**”) is entered into as of the date of last signature below by and between the City of Crookston, a Minnesota municipal corporation (“**Landlord**”), and Regents of the University of Minnesota, a Minnesota constitutional corporation, through its Crookston Campus (the “**University**”).

**WHEREAS**, City of Crookston as “Landlord” and University entered into a Lease Agreement dated April 25, 2022 (the “**Lease**”), providing for University’s use of Suite 101, comprised of approximately 167 usable square feet (the “**Leased Premises**”) in Valley Technology Park (the “**Building**”), a facility funded in part by U.S. Economic Development Administration Grant #06-01-02778 (“**US EDA Grant**”), located at 510 County Road 71, Crookston, MN 56716 with a Term expiring on April 25, 2023; and

**WHEREAS**, University and Landlord desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

**NOW, THEREFORE**, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this First Amendment. All capitalized terms not defined in this First Amendment will have the meaning ascribed to them in the Lease.
2. The Term of Lease is hereby extended for an additional two-year term beginning on April 26, 2023 and ending April 25, 2025 (the “**Extended Term**”).
3. Landlord represents and warrants to University that Landlord has the right and authority to amend the Lease and has obtained all necessary consents and approvals to do so.
4. Except as modified by this First Amendment, all terms and conditions of the Lease will remain in full force and effect.
5. This First Amendment may be executed electronically and/or in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this First Amendment may be delivered by electronic means, such as email, and the receiving party may rely on receipt of such executed counterpart as if the original had been received.

[Signatures on following page]

**IN WITNESS WHEREOF**, Landlord and University hereby execute this First Amendment on the day and year written below.

**Regents of the University of Minnesota**

**City of Crookston**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION APPROVING OTTERTAIL POWER COMPANY ELECTRIC  
LINE EASEMENT WITH THE CITY OF CROOKSTON**

**WHEREAS:** Ottertail Power Company a Minnesota Corporation requested an easement for an underground electric power line and,

**WHEREAS:** the requested easement is with respect to providing electricity to the residents of the City of Crookston and,

**WHEREAS:** the easement to be granted is under real property owned by the City of Crookston and,

**WHEREAS:** on March 31, 2023, the Planning Commission reviewed, approved, and recommended an underground electric power line easement be granted by the City Council with respect to the premises set forth in attached Exhibit "A" and,

**NOW, THEREFORE, BE IT RESOLVED:** BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA: approve granting Ottertail Power Company a Minnesota Corporation an easement with respect to the premises set fourth in attached "Exhibit A" for the purpose of placing an underground Electric power Line.

**BE IT FURTHER RESOLVED:** Mayor and City Administrator are authorized to execute any and all legal documents necessary to execute the Ottertail Power Company Electric Line Easement 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 \_\_\_\_\_, 2023, at

Attest:

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

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

THIS INSTRUMENT WAS DRAFTED BY  
AND UPON RECORDING RETURN TO:  
OTTER TAIL POWER COMPANY  
P.O. BOX 496  
FERGUS FALLS, MN 56538-0496  
218-739-8200

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

Easement No.  
W.O. No. 138436

### ELECTRIC LINE EASEMENT

The undersigned, **City of Crookston**, a municipal corporation under the laws of the State of Minnesota, of Crookston, Minnesota (whether individually or collectively, hereafter "**Grantor**") for good and valuable consideration paid to Grantor by **Otter Tail Power Company**, a Minnesota corporation, whose address is 215 S. Cascade Street, Fergus Falls, Minnesota, 56537 ("**Grantee**") does hereby grant to Grantee, and its successors and assigns, a perpetual and irrevocable. easement (the "**Easement**") to construct, operate, maintain, use, upgrade, rebuild, relocate or remove an electric line facility with one or more circuits, with all towers, structures, poles, foundations, crossarms, cables, wires, anchors, guys, supports, counterpoises, fixtures, and equipment related to said electric line facility, together with communication equipment relating to the operation of such electric lines (collectively, the "**Electric Line Facilities**"), through, over, under and across the certain lands more specifically described in the **Conveyance of Forfeited Land**, as recorded in the Office of the County Recorder of Polk County, State of Minnesota, on **October 3, 1996**, in Book **577** of **Deeds** on page **179-180** and as Document number **546367**, (the "**Premises**"). The Easement shall be limited to that certain part of the Premises described on the attached Exhibit A (the "**Easement Area**") in **Polk County, Minnesota**, hereby attached and made a part hereof.

Grantor hereby grants to Grantee an easement to survey for and locate the Electric Line Facilities. Grantor hereby grants to Grantee an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion. The Grantor hereby grants to Grantee a temporary easement for use by Grantee of the Premises adjacent to the Easement Area from time to time during construction, repair, replacement or upgrade of the Electric Line Facilities. All Electric Line Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor shall not erect any buildings, structures, or other objects, permanent or temporary, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from Grantee, nor to perform any act, which will interfere with or endanger the Electric Line Facilities, at the Grantee's sole discretion. Grantor hereby grants to Grantee the right to remove any trees that are located within the Easement Area, and further grants to Grantee the right to trim or remove any tall or leaning trees, at the Grantee's sole discretion, that are located adjacent to the Easement Area which may interfere with or otherwise endanger the Electric Line Facilities.

Grantee, after constructing, inspecting, or maintaining the Electric Line Facilities, shall restore the Easement Area as nearly as reasonably practicable to the condition of the Easement Area existing immediately prior to the commencement of such work. Grantee shall be liable for all physical damages resulting from Grantee's exercise of the rights granted herein.

Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "**Improvements**"), the portion of said Easement Area not occupied by the structures supporting the Electric Line Facilities, provided that said Improvements do not, in the sole opinion of Grantee, impair the structural or electrical integrity of, or ability to maintain the

Electric Line Facilities or materially alter the existing ground elevations; and provided further that all such Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of Improvements or other installations within the Easement Area for review, compliance and written approval prior to installation of the proposed Improvements. Any such notifications shall be sent attention to Grantee’s Land Rights Department by email or United States Postal Service at the above address.

Grantee shall have the right to assign all or any portion of the easements contained herein, this instrument, or the Electric Line Facilities on either an exclusive or nonexclusive basis to one or more assignees.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey the Easement and other rights as set forth herein.

The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the state in which the Premises is located.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on \_\_\_\_\_, 20\_\_\_\_.

GRANTOR  
City of Crookston

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of City of Crookston, who being authorized to do so, executed the instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:




# EXHIBIT A: Easement for Underground Electric Across Sec. 31, T150N, R46W, Polk County, Minnesota.

## PARCEL NUMBER 8201019000 EASEMENT LEGAL DESCRIPTION

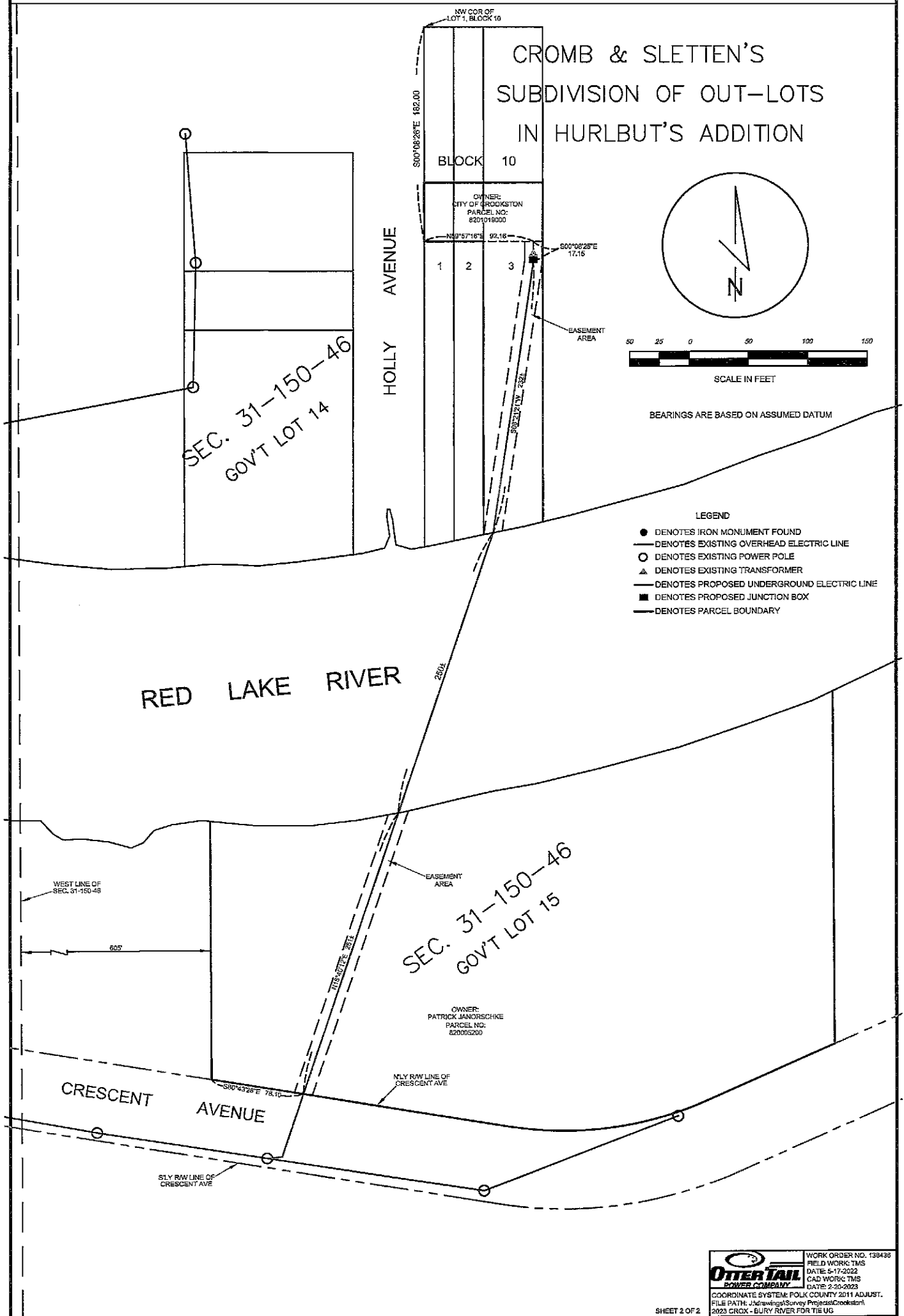
A 15.00 foot easement for electrical line purposes over, under, and across all that part of Lot 3, Block 10, CROMB & SLETTEN'S SUBDIVISION OF OUT-LOTS IN HURLBUT'S ADDITION, according to the recorded plat thereof, Section 31, Township 150 North, Range 46 West, Polk County, Minnesota, being 7.50 feet on each side of the following described centerline:

Commencing at the northwest corner of Lot 1, said Block 10; thence on an assumed bearing of South 00 degrees 08 minutes 26 seconds East along the west line of said Lot 1, a distance of 182.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 92.16 feet to the point of beginning of the centerline to be described; thence South 00 degrees 08 minutes 25 seconds East a distance of 17.15 feet; thence South 08 degrees 21 minutes 21 seconds West a distance of 232 feet more or less to the northerly shoreline of Red Lake River and there terminating.

The sidelines of said easement shall be lengthened or shortened to terminate at right angles from said point of beginning and on said northerly shoreline of Red Lake River.

 <b>OTTER TAIL</b> POWER COMPANY	WORK ORDER NO. 198436
	FIELD WORK: TMS
	DATE: 5-17-2022
	CAD WORK: TMS
	DATE: 2-20-23 REV: 2-25-23
COORDINATE SYSTEM: POLK COUNTY 2011 ADJUST.	
FILE PATH: J:\Drawings\Survey Projects\Crookston	
2023 CROX - BURY RIVER FOR THE UG	

# EXHIBIT A: Easement for Underground Electric Across Sec. 31, T150N, R46W, Polk County, Minnesota.



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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION ACCEPTING PRELIMINARY ENGINEER’S REPORT  
AND CALLING HEARING ON 2023 STREET IMPROVEMENTS**

**WHEREAS:** pursuant to a resolution 27610 ordering the preparation of a Preliminary Engineer’s Report for work proposed in the summer of 2023, this report has been prepared by the City Engineer with reference to the improvement of the following streets by:

**Street Reconstruction:**

1. 1) Houston Avenue- Hunter Street. to South Ash Street.
2. 2) Alexander Street- 4th Avenue to 1200 Alexander Street.
3. 3) Euclid Avenue - Guthrie Street to Ditch.
4. 4) Guthrie Street – Euclid Avenue to 5th Avenue South.
5. 5) Guthrie Street - DAC Bus garage approach to 5th Avenue South.
6. 6) Blacktop Downhill Portion of Alley off Elm Street Between Central Avenue and Summit Avenue.

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

- 1) The council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429.
- 2) A public hearing shall be held on such proposed improvement on the 10<sup>th</sup> day of April 2023 in the Council Chambers of the City Hall at 5:30 p.m. and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION TO APPOINT THE COMMISSIONER OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) AS THE AGENT OF THE CITY OF CROOKSTON TO ACCEPT FEDERAL AID FUNDS FOR ELIGIBLE TRANSPORTATION RELATED PROJECTS.**

**WHEREAS:** The State of Minnesota (MnDOT) acting through the commissioner of MnDOT pursuant to Minnesota State Statute 161.36 desires an agreement with the City of Crookston with respect to the City of Crookston is receipt of federal funds related to road construction projects and,

**WHEREAS:** The City of Crookston pursuant to Minnesota State Statute 161.36 desires MnDOT to act as the City of Crookston’s agent in accepting federal funds on the City of Crookston’s behalf for the construction, improvement, or enhancement of transportation financed in either whole or in part by Federal Highway Administration ( “FHWA”) federal funds hereinafter referred to as the “Project(s)” and,

**WHEREAS:** This agreement is intended to cover all federal aid projects initiated by the City of Crookston and therefore has no specific state project number associated with it and,

**WHEREAS:** Acceptance of federal funds by MnDOT as the agent for the City of Crookston shall be for the purpose of construction, not research or development and,

**WHEREAS:** The terms of this agreement involving the State of Minnesota acting through its commissioner of transportation (MnDOT) and the City of Crookston shall be set forth in MnDOT Contract No. 1052032 and,

**WHEREAS:** The terms of MnDOT Contract No.1052032 shall remain effective until superseded or terminated pursuant to section 14 of MnDOT Contract No. 1052032 and,

**NOW, THEREFORE, IT IS RESOLVED,** by the City Council of the City of Crookston, Minnesota to enter into a contract to appoint the commissioner of MnDOT as the agent of the City of Crookston to accept federal aid funds which may be available for eligible transportation related projects.

**BE IT FURTHER, RESOLVED** the Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Crookston to execute and enter into an agreement with the Commissioner of MnDOT prescribing the terms and conditions of said federal aid participation as set forth and contained in Minnesota Department of Transportation agency agreement No. 1052032 a copy of said agreement was before the City Council of the City of Crookston and which is made a part hereof by reference.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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



**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

for

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This Agreement is entered into by and between City of Crookston ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

---

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

---

**1. Term of Agreement; Prior Agreement**

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029936.

**2. Local Government's Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.



## 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

## 7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Amy Finch or their successor.

Title: Crookston City Administrator

Phone: 218-281-1232

Email: afinch@crookston.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

## 8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

**18. Federal Contract Clauses**

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**



**City of Crookston**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

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

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

At a second regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council Member \_\_\_\_\_ offered the following resolution which was seconded by Council Member \_\_\_\_\_,

**RESOLUTION TO APPROVE INTERMEDIARY RELENDING LOAN PROGRAM AND MORTGAGE SATISFACTION ON THE PROPERTY OWNED BY BUCKY’S LLC A MINNESOTA LIMITED LIABILITY COMPANY, WITH RESPECT TO DOCUMENT #A000688629**

**WHEREAS:** Bucky’s LLC, a Minnesota Limited Liability Company did on the 31st day of March 2014, enter into an Intermediary Relending Loan Agreement and,

**WHEREAS:** the City of Crookston paid \$100,000 to Bucky’s LLC, a Minnesota Limited Liability Company as a loan for financing in order to assist with the purchase of an existing business and acquire inventory and working capital and,

**WHEREAS:** the City of Crookston wished to secure the repayment of the loan with a mortgage on the property owned by Bucky’s LLC, a Minnesota Limited Liability Company and,

**WHEREAS:** Bucky’s LLC, a Minnesota Limited Liability Company did on the 31<sup>st</sup> day of March, 2014 own real property situated in the County of Polk and City of Crookston legally described as: Lots Four (4), Five (5), Six (6) and Seven (7) Block Seven (7), PARK VIEW ADDITION to CROOKSTON, POLK COUNTY, MINNESOTA and,

**WHEREAS:** Bucky’s LLC, a Minnesota Limited Liability Company granted to the City of Crookston a mortgage lien on the real property located in the City of Crookston with respect to the Intermediary Relending Loan Repayment Agreement and,

**WHEREAS:** the mortgage lien was certified, filled and recorded in the office of the Polk County Recorder on April 3, 2014 and designated as document A000688629 and,

**WHEREAS:** the Loan Repayment Agreement and mortgage indicated that the final payment due on the Intermediary Relending Loan to be on or before April 1, 2024 and,

**WHEREAS:** a diligent and thorough search of County property records and City financial records indicate no presently existing financial or repayment obligations due and owing from Bucky’s LLC, a Minnesota Limited Liability Company to the City of Crookston and,

**NOW THEREFORE, BE IT RESOLVED:** that the City of Crookston execute a Satisfaction of the Mortgage with respect to the Intermediary Relending Loan Program Agreement and Mortgage which is recorded in the office of the Polk County Recorder on April 3, 2014, designated as document number A000688629.

**IT IS FURTHER RESOLVED:** the Mayor and City Administrator for the City of Crookston are authorized to sign and execute a Mortgage Satisfaction and any and all other documents necessary to release and satisfy the mortgage obtained on the 31st day of March 2014, filed in the office of the Polk County Recorder and designated as document number A000688629.

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

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution \_\_\_\_\_ and, if passed, effective upon the Mayor’s signature this \_\_\_\_\_ Day of \_\_\_\_\_, 2023, at

Attest: \_\_\_\_\_ Mayor  
Dale Stainbrook  
\_\_\_\_\_  
Ashley Rystad City Clerk

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION TO APPROVE THE CONTRACT WITH CROOKSTON PROFESSIONAL FIRE FIGHTERS’ UNION LOCAL NO. 3394 FOR THE YEARS 2023-2024.**

**WHEREAS:** the City of Crookston (City) employs individuals that are represented by the Crookston Professional Firefighters’ Union Local No. 3394 and,

**WHEREAS:** the current contract between the City and Crookston Professional Firefighters’ Union Local No. 3394 expired on December 31, 2022 and,

**WHEREAS:** the City of Crookston bargaining committee and the representatives of the Crookston Professional Firefighters’ Union Local No. 3394 have negotiated in good faith and have come to a tentative contractual agreement for the years 2023 & 2024 and,

**WHEREAS:** the committee which bargained on behalf of the City of Crookston recommends the Crookston City Council accept and approve the negotiated proposed contractual agreement and,

**WHEREAS:** the members of the Crookston Professional Firefighters’ Union Local No. 3394 have accepted and approved the terms of the proposed negotiated contractual agreement and,

**NOW, THEREFORE, IT IS RESOLVED:** THE CITY COUNCIL OF THE CITY OF CROOKSTON, MINNESOTA has reviewed the proposed contractual agreement with A Crookston Professional Firefighters’ Union Local No. 3394 for the years 2023 & 2024 a copy of said proposed contractual agreement is attached hereto and is accepted and approved.

**BE IT FURTHER RESOLVED:** the Mayor and City Administrator are hereby authorized to execute said negotiated contractual agreement on behalf of the City of Crookston.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

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

At a regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION ACCEPTING SEALED BID REGARDING AGRICULTURAL ROAD STREET AND UTILITY CONSTRUCTION**

**WHEREAS:** Real property owned by the City adjacent to real property owned by the Agricultural Innovation Campus is in need of a 10-ton road and,

**WHEREAS:** Advertisements regarding the requests for construction of a 10-ton road on property owned by the City of Crookston and adjacent to the Agricultural Innovation Campus appeared in the Crookston Times on February 22, 2023 and March 1, 2023 and,

**WHEREAS:** Sealed bids with respect to Agricultural Road Street and Utility construction were due by 2:00 PM on Wednesday, March 15, 2023 and,

**WHEREAS:** Three sealed bids with respect to Agricultural Road Street and Utility Construction, complying with the advertisement, were received, opened, and tabulated according to the law at 2:00 PM, March 15, 2023 and,

**WHEREAS:** The sealed bid on behalf of Spruce Valley Corporation was in the amount of \$1,044.077.90 and,

**WHEREAS:** Spruce Valley Corporation is a responsible bidder and provider of professional services with respect to the Agricultural Road Street and Utility Construction and,

**WHEREAS:** Spruce Valley Corporation bid in the amount of \$1,044.077.90 with respect to the Agricultural Road Street and Utility Construction is the lowest bid, is responsible, and is acceptable to the City of Crookston and,

**WHEREAS:** The city engineer for the City of Crookston recommends the bid of Spruce Valley Corporation in the amount of \$1,044.077.90 be accepted.

**NOW, THEREFORE, IT IS RESOLVED:** THE CITY COUNCIL OF THE CITY OF CROOKSTON awards a contract to Spruce Valley Corporation in the amount of \$1,044.077.90.

**IT IS FURTHER RESOLVED,** the Mayor and City Administrator for the City of Crookston are authorized to enter into an agreement with **Spruce Valley Corporation, Inc.** in the name of the City of Crookston for the **Agricultural Road Street and Utility Construction** project.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

# **LABOR AGREEMENT**

*Between*

**CITY OF CROOKSTON**

*Crookston, Minnesota*

*And*

**CROOKSTON PROFESSIONAL  
FIRE FIGHTERS' UNION  
LOCAL NO. 3394**

**January 1, 2023 - December 31, 2024**

# TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	UNION SECURITY	1, 2
ARTICLE 4	EMPLOYER SECURITY	2
ARTICLE 5	EMPLOYER AUTHORITY	2
ARTICLE 6	EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE	2, 3, 4
ARTICLE 7	DEFINITIONS	4, 5
ARTICLE 8	SAVINGS CLAUSE	5
ARTICLE 9	WORK SCHEDULES	5
ARTICLE 10	OVERTIME PAY	5, 6
ARTICLE 11	CALL BACK PAY	6
ARTICLE 12	RIGHT OF SUBCONTRACT	6
ARTICLE 13	DISCIPLINE	6
ARTICLE 14	SENIORITY	7
ARTICLE 15	PROBATIONARY PERIODS	7
ARTICLE 16	SAFETY	7
ARTICLE 17	JOB POSTING	7, 8
ARTICLE 18	HEALTH, DENTAL, VISON, AND LIFE INSURANCE	8
ARTICLE 19	UNIFORMS/SAFETY EQUIPMENT	8, 9
ARTICLE 20	INJURY ON DUTY	9
ARTICLE 21	ANNUAL LEAVE, SICK LEAVE, AND HOLIDAYS	9, 10, 11
ARTICLE 22	SEVERANCE PAY	11, 12
ARTICLE 23	PART TIME EMPLOYEE BENEFITS	12
ARTICLE 24	WAIVER	12
ARTICLE 25	DURATION	12
APPENDIX A	2023-2024 BASE SALARY SCHEDULE	13

**LABOR AGREEMENT**  
between  
**City of Crookston**  
and  
**Crookston Professional Fire Fighters,  
Local No. 3394**

**ARTICLE 1            PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Crookston, Crookston, Minnesota, hereinafter called the EMPLOYER, and Local Union No. 3394, Crookston Fire Fighters Union, hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1     Establish certain hours, wages and other conditions of employment;
- 1.2     Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3     Specify the full and complete understanding of the parties; and
- 1.4     Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2            RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. 179A.03, Subdivision No. 14, excluding supervisory, confidential and all other employees:

- Fire Fighter Probationary
- Fire Fighter I
- Fire Fighter II
- Fire Fighter III
- Fire Fighter IV

**ARTICLE 3            UNION SECURITY**

In the recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1     Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2     Remit such deduction to the appropriate designated officer of the UNION.
- 3.3     The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 3.5 The EMPLOYER agrees that during the life of this Agreement, EMPLOYER will not lock out any Employee represented by this Agreement.

#### **ARTICLE 4 EMPLOYER SECURITY**

The UNION agrees that during the life of this Agreement it will not cause, encourage, participate in, or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.

#### **ARTICLE 5 EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

#### **ARTICLE 6 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

##### **6.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

##### **6.2 UNION REPRESENTATIVES**

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated.

##### **6.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified



and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

#### 6.4 **PROCEDURE**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

##### **Step 1**

An EMPLOYEE claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

##### **Step 2**

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

##### **Step 3**

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within (10) calendar days shall be considered waived.

##### **Step 4**

A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

## 6.5 **ARBITRATOR'S AUTHORITY**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue(s) not so submitted.

B. The arbitrator shall be without power to make decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

## 6.6 **WAIVER**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension there of, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

## **ARTICLE 7**            **DEFINITIONS**

7.1 **UNION**: Crookston Professional Fire Fighters Union.

7.2 **EMPLOYER**: The City of Crookston

7.3 **UNION MEMBER**: A member of the Crookston Fire Fighters Union.

7.4 **EMPLOYEE**: A member of the exclusively recognized bargaining unit.

7.5 **BASE PAY RATE**: The employee's monthly pay rate exclusive of any other special allowances.

7.6 **SENIORITY**:

a. **EMPLOYER SENIORITY**: Length of continuous service with the EMPLOYER.

b. **JOB CLASSIFICATION SENIORITY**: Length of service in a job classification covered by this Agreement.

- 7.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an employee's assigned work shift.
- 7.8 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of, or early report, to an assigned shift is not a call back. Not to exclude legal matters, and trial, investigations, interviews, and depositions.
- 7.9 IMMEDIATE FAMILY: Immediate family shall include the employee's or spouse's mother, father, sister, brother, son or daughter, grandmother, grandfather, stepmother, stepfather, stepsister, stepbrother or stepchildren.

## **ARTICLE 8**            **SAVINGS CLAUSE**

This Agreement is subject to the law. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

## **ARTICLE 9**            **WORK SCHEDULES**

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work schedules for full-time employees will be based on eight hour shifts and a forty hour work week or twenty-four hour shifts and a fifty-six hour work week.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual, basis other than the normal work schedule. The EMPLOYER will give advance notice to the employees affected by the establishment of work schedules different from the employee's normal work schedule.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and /or Sundays.

## **ARTICLE 10**           **OVERTIME PAY**

- 10.1 Hours worked in excess of an employees assigned shift will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.

- 10.3 Overtime refused by employees will, for record purposes under 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 Compensatory time will be accrued in lieu of overtime at a rate of one and one-half (1½) hours for every one (1) hour worked with a maximum of four days (4) days or ninety-six (96) hours earned per year. These days will be used in the year earned and be used at the Fire Chief's discretion. Any carry over will be approved at the discretion of the Fire Chief. Unused compensatory time shall be paid to the employee or the employee's estate at the time of the employee's termination of employment.

**ARTICLE 11            CALL BACK PAY**

An employee called in for work at a time other than the employee's scheduled shift (Refer to Section 7.8) will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate.

**ARTICLE 12            RIGHT OF SUBCONTRACT**

The EMPLOYER will not lay off employees covered by this Agreement who are employed as of January 1, 1992 or before, as a result of contracting work usually performed by the bargaining unit.

**ARTICLE 13            DISCIPLINE**

- 13.1 The EMPLOYER will discipline employees only for just cause.
- 13.2 Suspensions, demotions and discharges will be in written form.
- 13.3 Written reprimands, notices of suspension and notices of discharges which are to become part of the employees personnel file, shall be read and acknowledged by signature of the employee. The employee and the UNION will receive a copy of such reprimands and/or notices.
- 13.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 13.5 An employee(s) will not be required to participate in an investigatory interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the employee(s) unless the employee(s) upon his/her request is given the opportunity to have a third party present at the interview to act as a witness for the employee(s).

**ARTICLE 14**            **SENIORITY**

- 14.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all job-relevant qualification factors are equal.
- 14.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address, to report to work or forfeit all recall rights.

**ARTICLE 15**            **PROBATIONARY PERIODS**

- 15.1 Newly hired or rehired employees will serve a twelve (12) month probationary period.
- 15.2 Employees will serve a six (6) month probationary period in any job classification covered by this Agreement in which the employee has not served a probationary period.
- 15.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 15.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

**ARTICLE 16**            **SAFETY**

- 16.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 16.2 A representative of the bargaining unit will be appointed to serve on the City Safety Committee to represent the Fire Department. Appointment to the Safety Committee will be based on management approval at the department head level.

**ARTICLE 17**            **JOB POSTING**

- 17.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
  - a. Have the necessary qualifications to meet the standards of the vacancy; and
  - b. Have the ability to perform the duties and responsibilities of the job vacancy.
- 17.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 15 (Probationary Period).

- 17.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 17.4 Job vacancies I within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies. Unless the job opening is for a Firefighter I position.
- 17.5 All promoted employees shall serve a six (6) month trial period. During the trial period, a promoted employee may be replaced back in the employee's previous position at the discretion of the EMPLOYER or employee.
- 17.6 Refer to Fire Department Policy manual section 2.16 regarding promotional opportunities and availability.

**ARTICLE 18            HEALTH, DENTAL, VISON, LIFE INSURANCE**

The Employer will pay the premium cost for the employees covered by this Agreement as follows:

- 18.1 Heath Insurance caps by the Employer shall be \$1,063.22 per month for premiums paid for the year 2023. Health Insurance caps by the Employer for the year 2024 shall be the subject of a single issue reopener. Employees will pay all monthly premium costs required above this amount. If the Employee elects an insurance plan that costs less than Employer contribution, the Employee can apply the premium difference to other benefits administered by the Employer. Designation of any premium difference can only be adjusted once per year in conjunction with the open enrollment period for insurance.
- 18.2 Dental Insurance caps by the Employer shall be \$32.00 per month for premiums paid for the year 2023. Dental Insurance caps by the Employer for the year 2024 shall be the subject of a single-issue reopener. Employees will pay all monthly premium costs required above this amount.
- 18.3 Vison Insurance caps by the Employer shall be \$8.04 per month for premiums paid for the year 2023. Vison Insurance caps by the Employer for the year 2024 shall be the subject of a single-issue reopener. Employees will pay all monthly premium costs required above this amount.
- 18.4 \$25,000 of Life Insurance for the Employee.

**ARTICLE 19            UNIFORMS/SAFETY EQUIPMENT**

- 19.1 The EMPLOYER shall furnish and maintain safety, health and certain weather garments and equipment as required by the EMPLOYER or State and/or Federal requirements.
- 19.2 The Employer will provide \$700.00 annually for required uniform articles to all Employees on January 1 of each year. New employees shall receive a \$7`00 uniform allowance during probationary period. In the event the probationary employee does not successfully complete the probationary period the City will receive a return of \$300.00 upon termination of employment.

- 19.3 An Employee's personal items, such as watches and prescription eyeglasses, which are damaged or destroyed during the course of his/her work shall be reimbursed by the Employer for the value of the item damaged.
- 19.4 The Employer shall reimburse the employee up to \$300 annually for steel toed boots. Carry over is allowed of boot allowance of \$300 if unused to the following year. Maximum amount to be reimbursed shall be \$300.

## **ARTICLE 20            INJURY ON DUTY**

The EMPLOYER, through it's Worker's Compensation insurance plan, will provide Worker's Compensation benefits as allowed by law to all employees.

## **ARTICLE 21            ANNUAL LEAVE, SICK LEAVE, AND HOLIDAYS**

Employees shall accrue **VACATION** from their hire date. Vacation is accrued as follows: Full-time employees (except those hired on a temporary or seasonal basis who will not be eligible for vacation benefits under this Agreement) will earn vacation benefits on the following schedule. (Employees may not use vacation benefits until after six (6) months of continuous employment, only vacation earned may be used.)

**Vacation for regular Fire Department employees on a fifty-six (56) hour work week/twenty-four (24) hour day is as follows:**

- 21.1 During the first year of employment 6.00 hours for each full month worked.
- 21.2 During the 2<sup>nd</sup> through the 5<sup>th</sup> years of employment 12.00 hours for each full month worked.
- 21.3 During the 6<sup>th</sup> through the 10<sup>th</sup> years of employment 18.00 hours for each full month worked.
- 21.4 During the 11<sup>th</sup> through the 15<sup>th</sup> years of employment 24.00 hours for each full month worked.
- 21.5 During the 16<sup>th</sup> through 20<sup>th</sup> year of employment and thereafter 28.00 hours for each full month worked.
- 21.6 During the 21<sup>st</sup> year of employment and thereafter 32.00 hours for each full month worked.
- 21.7 Only vacation earned may be used. The number of accumulated vacation hours of an Employee must not exceed 150% of the annual accumulation allowed or 408 hours, whichever is less. The failure of the Employee to keep the hours at or below the maximum allowed will result in no vacation being accrued for each month in which the Employee's accumulated vacation hours exceed the maximum. If an Employee is denied vacation by the actions or failure to act of the Employer and the denial results in the number of vacation hours rising higher than the maximum allowed, a ninety-three (93) day grace period will be granted to accomplish the reduction.

- 21.8 Vacation time shall be selected on the basis of seniority. Employees must have the selection of vacation time completed sixty (60) days prior to the time vacation will be taken.
- 21.9 Employees may not use earned vacation without the express approval of the employee's Department Head. In the event of an unforeseen circumstance and less than 60 days' notice is provided, at the discretion of the Fire Chief, the employee is responsible for making arrangements for coverage of the shift or partial shift.
- 21.10 Unused vacation time shall be paid to the employee or the employee's estate at the time of the employee's termination of employment.
- 21.11 Vacation day is hereby defined as 24 hours needing coverage. Vacation time may be granted at less than a full day at discretion of Fire Chief.

Employees shall accrue **SICK LEAVE** from their hire date.

**Employees on a fifty-six (56) hour work week/twenty-four (24) hour work day schedule shall accrue sick leave as follows:**

- 21.12 Sick leave will be accumulated by employees at the rate of sixteen (16) hours per calendar month with a maximum accumulation of one thousand one hundred and twenty (1,120) hours. After 1,120 hours of sick leave have been accumulated, employees shall continue to accumulate sick leave at the rate of six (6) hours per month to be credited toward a catastrophic illness bank, which may be used only in the event that the initial sick leave accumulation of 1,120 hours is completely depleted. The catastrophic illness bank shall not be computed as part of severance pay. Sick leave shall be earned by the hour and used by the hour. Shifts consist of twenty-four (24) hour periods. Sick leave shall be used at the rate of sixteen (16) per shift.
- 21.13 Employees entitled to Worker's Compensation pay under the Statutes of the State of Minnesota may elect to use their accumulated sick leave, vacation and/or compensatory overtime.
- 21.14 Written proof of illness by medical certificate shall accompany any absence of over forty-eight (48) hours or more and may be required by the EMPLOYER for claims of twenty-four (24) hours or more.
- 21.15 Sick leave may be used in the following manner:
  - a) Illness of the employee, employee's children, spouse, parents or spouse's parents causing absence from work;
  - b) Injury of the employee causing absence from work.
  - c) Medical or dental care for the employee which cannot be obtained after regular working hours;
  - d) Maternity - Based on a doctor's certificate as to an employee's inability to work before the delivery date and ability to return to work. At least two (2) weeks notice will be given of intent to return to work.



- 21.16 An employee will be allowed forty-eight (48) hours sick leave with pay for absence due to a funeral in the employee's or spouse's immediate family. Four (4) hours pay will be granted to an employee who is a pallbearer at a funeral.
- 21.17 Maternity leave will be granted according to state and federal laws. The EMPLOYER may request a Doctor's Certificate as to an employee's ability to work before the delivery date and again upon returning to work. At least two (2) weeks notice will be given of intent to return to work.

Employees shall participate in the **HOLIDAY SCHEDULE** as follows:

- 21.18 Employees will receive eighty-four (84) hours of holiday pay or time off, and one floating holiday to be taken off with the approval of the Supervisor. Holidays, floating holiday and the one-half day off for Good Friday shall be with the approval of the Supervisor. If, in the opinion of the Supervisor, employees are unable to take holidays off because of the nature of the essential work, employees will be either paid or given other time off that does not conflict with scheduling. If the City Council provides time off for non-essential employees on Christmas Eve, on-duty fire fighters will receive the same number of hours in comp time for use at a later date.

New Year's Day - January 1st  
Martin Luther King Jr. Day - Third Monday in January  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4th  
Labor Day - First Monday in September  
Columbus Day  
Veteran's Day - November 11th  
Thanksgiving Day - Fourth Thursday in November  
Christmas Day - December 25th  
Good Friday (1/2 day)  
Floating Holiday - At Supervisor's discretion

- 21.19 Any Employee who works on New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at one and one-half (1 ½) times the employees base pay rate for all hours worked on the designated holiday. For purposes of this section, the holiday would begin at 7:30 am of the day specified and continue to 7:30 am the following day.

## **ARTICLE 22            SEVERANCE PAY**

Employees who leave the City's employ in good standing and who give proper advance notice of termination of fourteen (14) calendar days, shall be paid fifty percent (50%) of the employee's accumulated sick leave, to be figured per diem at the rate of pay at the time of termination. All

employees eligible for this severance payment will contribute 100% of the proceeds to the Post Employment Health Care Savings Plan.

## **ARTICLE 23            PART TIME EMPLOYEE BENEFITS**

Employees hired on a part-time basis for more than fourteen (14) hours per week will be provided pro-rata benefits other than those required by law only in the following benefit areas covered by the agreement – holidays, vacation, hospital/medical/life, and sick leave. Pro-rata benefits shall only be available to public employees as defined by M.S. 179A.03, Subd.14.

## **ARTICLE 24            WAIVER**

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either of both parties at this time this contract was negotiated or executed.
- 24.3 Nothing in this Article shall be construed as a waiver of any rights an employee may have under the U.S. Fair Labor Standards Act.

## **ARTICLE 25            DURATION**

This Agreement and Appendix A (attachment) shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on March 27, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Secretary/Treasurer

## APPENDIX A

Salary Increases for the Professional Fire Fighters Union as follows:

**2023:**            January 1, 2023     6%

**2024:**            January 1, 2024     3%

### **BASE SALARY SCHEDULE**

	2023	2024
<b>Firefighter I</b>	\$52,450.24	\$54,023.75
<b>Firefighter II</b>	\$56,770.49	\$58,473.61
<b>Firefighter III</b>	\$60,982.49	\$62,811.96
<b>Firefighter IV</b>	\$62,605.12	\$64,483.27

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

At a first regular meeting of the City Council of the City of Crookston held on the 27th day of March 2023, Council

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

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

**RESOLUTION ACCEPTING SEALED BID REGARDING AGRICULTURAL ROAD STREET AND UTILITY CONSTRUCTION**

**WHEREAS:** Real property owned by the City adjacent to real property owned by the Agricultural Innovation Campus is in need of a 10-ton road and,

**WHEREAS:** Advertisements regarding the requests for construction of a 10-ton road on property owned by the City of Crookston and adjacent to the Agricultural Innovation Campus appeared in the Crookston Times on February 22, 2023 and March 1, 2023 and,

**WHEREAS:** Sealed bids with respect to Agricultural Road Street and Utility construction were due by 2:00 PM on Wednesday, March 15, 2023 and,

**WHEREAS:** Three sealed bids with respect to Agricultural Road Street and Utility Construction, complying with the advertisement, were received, opened, and tabulated according to the law at 2:00 PM, March 15, 2023 and,

**WHEREAS:** The sealed bid on behalf of Spruce Valley Corporation was in the amount of \$1,044.077.90 and,

**WHEREAS:** Spruce Valley Corporation is a responsible bidder and provider of professional services with respect to the Agricultural Road Street and Utility Construction and,

**WHEREAS:** Spruce Valley Corporation bid in the amount of \$1,044.077.90 with respect to the Agricultural Road Street and Utility Construction is the lowest bid, is responsible, and is acceptable to the City of Crookston and,

**WHEREAS:** The city engineer for the City of Crookston recommends the bid of Spruce Valley Corporation in the amount of \$1,044.077.90 be accepted.

**NOW, THEREFORE, IT IS RESOLVED:** THE CITY COUNCIL OF THE CITY OF CROOKSTON awards a contract to Spruce Valley Corporation in the amount of \$1,044.077.90.

**IT IS FURTHER RESOLVED,** the Mayor and City Administrator for the City of Crookston are authorized to enter into an agreement with **Spruce Valley Corporation, Inc.** in the name of the City of Crookston for the **Agricultural Road Street and Utility Construction** project.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

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

Attest:

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

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

