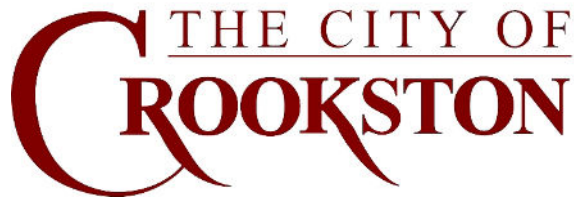


Mayor -Dale Stainbrook

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 – Morgan Hibma

CITY COUNCIL AGENDA
October 9, 2023 - 5:30 pm

If you prefer to participate by phone, call (218) 281-4515 and speak during the public forum.
The City's YouTube Channel is <https://www.youtube.com/c/CityofCrookstonChannel>

1. CALL TO ORDER

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

2. ROLL CALL

3. CROOKSTON FORUM - Individuals may address the Council about any item not contained on the regular agenda. A 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 reports.

4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS

5. APPROVE AGENDA - Council Members may add items to the agenda including items contained in the Council Information memorandum for discussion purposes or staff direction only. The Council will not usually take official action on items added to the agenda.

6. CONSENT AGENDA - These items are considered 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 that event, the item will be removed from the consent Agenda and placed elsewhere on the agenda.

6.01 Approve proposed City Council Minutes from September 25, 2023, City Council Meeting.

6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$467,767.67 Check Nos 71488-71553.

6.03 Resolution regarding a donation for the Parks and Recreation Department in Memory of Brenda Desrosier, Connie & Merece Lubarski, and Wayne Melbye.

6.04 Resolution regarding the UMC Homecoming event to have One N' Only of Euclid, Inc. dispensing intoxicating liquor on the premises of the Crookston Sports Center.

7. PUBLIC HEARINGS

8. REGULAR AGENDA

8.01 Resolution regarding the time change for the Truth in Taxation meeting and changing the regular City Council meeting on December 11, 2023.

8.02 Resolution regarding a contract agreement with the State of Minnesota Department of Employment and Economic Development (DEED) concerning the Ag Innovation Campus Road construction project.

8.03 Resolution regarding authorization to execute the Minnesota Department of Transportation Grant Agreement for Airport Improvement related to T-Hangars.

8.04 Resolution regarding authorizing a contract with Ehlers Associates Inc. to provide professional municipal investment advice and advisory services to the City of Crookston.

8.05 Resolution regarding the engagement of Brady Martz to perform specific accounting services.

8.06 Resolution to addendum 4 to Special Operations Group Joint Powers Agreement.

8.07 Resolution regarding special assessment and trunk area policies and procedures for public improvements and maintenance costs in the City of Crookston.

9. REPORTS AND STAFF RECOMMENDATION

10. ADJOURNMENT

OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE REGULAR COUNCIL MEETING OF SEPTEMBER 25, 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: Clayton Briggs, Donald Cavalier, Joe Kresl, Dylane Klatt, Tim Menard, Morgan Hibma, Kristie Jerde and Henry Fischer.

Council Members Absent:

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

CROOKSTON FORUM

Ana Gustafson, the new director at Scruffy Tails Human Society. Ms. Gustafson looks forward to working with the members of the City Council.

APPROVAL OF AGENDA

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

CONSENT AGENDA

Mayor Stainbrook asked if anyone wished to remove any item from the Consent Agenda City Clerk, Ashley Rystad stated on item 6.03 a clerical error regarding the Resolution to Approve the Housing Incentive Program for 2024-2025. On the agenda, it says 2022 to 2025 but the resolution already reflects that change. On a motion by Council Member Cavalier, seconded by Council Member Kresl, Council Member Jerde, asked if this is an item the City of Crookston has done in the past. City Administrator, Corky Reynolds briefed the Council the City has done this in years past. The only addition was the owner has to use the water credit within the first six months. It was duly carried to approve the consent agenda.

- 6.01** Approve proposed City Council Minutes from September 11, 2023, City Council Meeting.
- 6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$422,800.65 Check Nos 71410-71487. (Res No.27758)
- 6.03** Resolution to Approve the Housing Incentive Program for 2024-2025. (Res No.27759)

PUBLIC HEARINGS

REGULAR AGENDA

- 8.01** Motion made by Council Member Cavalier, seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. This is one of those loans the City made in the past. Part of this loan was a repayment and the other part was a forgiveness loan. It was duly carried to approve the Commercial Rehabilitation Loan Program and Mortgage Satisfaction on the property owned by TREC Properties, LLC., and Wendy Nimens, a single individual document #A000694427. (Res No.27760)
- 8.02** Motion made by Council Member Klatt, seconded by Council Member Fischer; City Administrator, Corky Reynolds briefed the Council. This is the same component part of what I just explained. It was duly carried to approve the Rehabilitation Loan Program and Mortgage Satisfaction on the property owned by TREC Properties, LLC., and Wendy Nimens, a single individual, document #A000694426. (Res No.27761)

8.03 Motion made by Council Member Menard, seconded by Council Member Cavalier; City Administrator, Corky Reynolds briefed the Council. This is a preliminary levy, which was discussed at the last Ways and Means Committee meeting. Council Member Jerde commented that she has the feeling that this levy discussion did not clearly explain what was going on with the 69 percent increase. The way the City Council is approaching the preliminary levy percentage is by setting the top of the wish list and understanding that this Council is going to try to lower that in multiple ways. Making sure as a City we are going from our to and our needs and making sure that this is an appropriate budget for what is really needed. Also, once the City receives the audit back, we have the opportunity to see if there is any surplus funding from last year's levy that would help offset some of the funding needs. Mayor Stainbrook, reaffirmed what Council Member Jerde said. This City Council will do its best to lower the levy as much as possible. Melissa Burnett, 721 Pleasant Avenue had a question, She said she listened to and watched one of the YouTube videos of one of the meetings, and it sounds like our community has a decent-sized amount of money already built up. At the same time Ms. Burnett continues to watch many things increase in prices all the way down to athletics for our kids. Having 5 kids that's hardly affordable for Ms. Burnett and her husband who both work full-time jobs and now the City is asking for more money regarding our property taxes. Further discussion was had between Council Members. Council Member Klatt stated, thinking back to when the City was prospering Council Member Klatt bet the taxes back then were probably increasing so then the City could do more things for the community and over the past few years the City stopped that and city spending declined and therefore a lot of the City's equipment, infrastructure, sidewalks and other things started to go backwards. What this City Council is trying to do with setting this levy at a high level right now, is looking at every single item to see what's best for our City and try to move forward in a better way than what the City Council has done in the past. After further discussion, It was duly carried to approve the Resolution Adopting Proposed 2024 Preliminary Levy. (Res No.27762)

8.04 The City Council Discussed the Park and Recreation budget.

REPORTS FROM CITY STAFF

Charles "Corky" Reynolds, City Administrator:

- Working with Department Heads regarding budget discussions.
- Met Phil Schram with North Star Lime.
- Attended the Pre-proposal RFP meeting with Brandon regarding the infrastructure analysis.
- Attended the AIC meeting.
- Interview for the new Firefighter position.
- Met with Megan Pederson regarding community calendar.

Chad Palm, IT Director:

- Completed the backup installation at the Community Center and getting the City closer to the end of the network upgrade.
- The phone system is on track. Training for the cloud-based interface that will be coming.

Brandon Carlson, Utilities Director:

- The water main replacement in Houston is complete and it passed the bacteria and pressure test. It will be gravel on the portion of the road that was dug up.
- The City received the Bi-annual inspection for the wastewater facility.
- Working with Chuck the past week regarding the Public Works department.

Charles Getsman, Public Works Director:

- Thank you to the Mayor and the City for giving me the opportunity and I hope to serve the City of Crookston.
- Working with Dave and Brandon on training and updates on how the process works in the City of Crookston.
- The Public works team has been working hard to tidy up the issues around the City before the first snowfall.
- Alexander Street repair finished sidewalks, curb, and gutter as of last Friday.
- Clean-up week is still scheduled for the week of October 9, 2023.
- On October 14, 2023, the street crew will be attending a four-hour winter maintenance operator certificate Workshop.

Jake Solberg, Parks and Recreation Director:

- Attended the Minnesota Ice Arena Management Association and took a course in marketing and promoting.
- Parks crew has been preparing for winter.
- The Crookston Sports Center has one sheet of ice.
- Scheduling hockey programs at the Crookston Sports Center.

REPORTS FROM CITY COUNCIL MEMBERS

Kristie Jerde, Council Member 1st Ward,

- Attended the opening of the Ag Innovation Center and went down in Fargo to the Northern Crop Institute, and to the Riverview Dairy.

Henry Fischer, Council Member 2nd Ward,

- No report.

Clayton Briggs, Council Member 3rd Ward,

- No report.

Donald R Cavalier, Council Member 4th,

- The Chamber of Commerce offered the Myers-Briggs personality inventory to employers in the City last week.
- The Chamber will be making changes, please be on the lookout for that.
- Ward 4 would like to thank Brandon, and his crew for fixing the water main.

Joe Kresl, Council Member 5th Ward,

- No report.

Dylane Klatt, Council Member 6th Ward,

- No report.

Tim Menard, Council Member-at-Large,

- Ana, thank you for the excellent work that you have accomplished.
- I appreciate the engagement of our community throughout this process. I have also had constituents reach out by phone and stopping while I am walking my dog. Thank you for your continued participation.

Morgan Hibma, Council Member-at-Large,

- Welcome Chuck to the Community and thank you.
- Attended the AIC grand opening.
- Thank you to those community members who reached out to communicate their questions about the levy.

Dale Stainbrook, Mayor,

- I also attended the AIC open house.

ADJOURNMENT

Mayor Stainbrook declared the meeting adjourned at 5:41 PM.

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 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO APPROVE THE CITY OF CROOKSTON BILLS AND DISBURSEMENTS

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

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

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest:

Dale Stainbrook Mayor

Ashley Rystad City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/05/2023			071493		
C-CHECK	VOID CHECK	V	10/05/2023			071510		
C-CHECK	VOID CHECK	V	10/05/2023			071516		
C-CHECK	VOID CHECK	V	10/05/2023			071517		
C-CHECK	VOID CHECK	V	10/05/2023			071536		
C-CHECK	VOID CHECK	V	10/05/2023			071543		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		6	0.00	0.00	0.00
BANK: *	TOTALS:	6	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3184	CINTAS CORPORATION							
I-4165770793	RUGS	R	10/05/2023	29.04		071498		
I-4167222035	RUGS	R	10/05/2023	29.04		071498		
I-4168588641	RUGS	R	10/05/2023	29.04		071498		
I-4168588748	LAUNDRY SUPPLIES	R	10/05/2023	24.15		071498		
I-4169302151	LAUNDRY-BROWN MAT	R	10/05/2023	3.84		071498		
I-4169302253	LAUNDRY, GRAY MATS	R	10/05/2023	3.60		071498		
I-4169302262	RUGS AND TOWELS	R	10/05/2023	14.96		071498		133.67
0321	CITY OF EAST GRAND FORKS							
I-0005459	DRUG TASK FORCE WAGE REIMBURSE	R	10/05/2023	8,304.75		071499		
I-0005460	LAST PASS 3/16/23-3/15/24	R	10/05/2023	432.00		071499		8,736.75
3395	CODE 4 SERVICES, INC							
I-8795	UPFIT 2023 TRAILBLAZER	R	10/05/2023	3,164.85		071500		
I-8812	CRADLEPOINT AND ANTENNA	R	10/05/2023	3,008.86		071500		6,173.71
0337	COLE PAPERS INC.							
I-10347104	JANITOR SUPPLIES	R	10/05/2023	190.62		071501		
I-10347107	JANITOR SUPPLIES	R	10/05/2023	375.92		071501		566.54
0363	CROOKSTON BUILDING CENTER							
I-294841	DUGOUT REPAIR	R	10/05/2023	69.60		071502		
I-294900	NEW FRONT DESK	R	10/05/2023	280.45		071502		
I-295097	NEW LOCK SC	R	10/05/2023	174.99		071502		
I-295111	CURB REPAIR	R	10/05/2023	36.78		071502		
I-295138	CURB REPAIRS	R	10/05/2023	61.30		071502		
I-295207	MATERIAL FOR DUGOUTS	R	10/05/2023	114.48		071502		
I-295348	NEW LOCKS FOR ARENA	R	10/05/2023	349.98		071502		
I-295531	REBAR TIE WIRE TWISTER TOOL	R	10/05/2023	17.98		071502		1,105.56
0470	CROOKSTON WELDING INC.							
I-070108	GRINDER WHEELS	R	10/05/2023	23.96		071503		
I-070241	SAMPLES SHIPPING	R	10/05/2023	34.24		071503		
I-070330	JET RODDER STROBE LIGHT	R	10/05/2023	208.99		071503		
I-070451	SHOP EQUIPMENT	R	10/05/2023	57.24		071503		
I-070918	TRUCK MAINTENANCE	R	10/05/2023	11.51		071503		335.94
4080	CUTTING EDGE SHARPENING							
I-.0003	5 BLADES SHARPEN	R	10/05/2023	250.00		071504		250.00
0487	DAKOTA SUPPLY GROUP							
I-S102996647.001	6X16 SS REPAIR SLEEVE	R	10/05/2023	1,069.97		071505		
I-S102996647.002	6X16 SS REPAIR SLEEVE	R	10/05/2023	213.99		071505		
I-S103062309.001	8" METAL VALVE BOX ADAPTOR	R	10/05/2023	356.89		071505		
I-S103062340.001	8" METAL VALVE BOX ADAPTOR	R	10/05/2023	237.93		071505		
I-S103063870.001	METAL VALVE BOX ADAPTOR 8"	R	10/05/2023	369.26		071505		
I-S103080242.001	PVC PIPE 240 FT	R	10/05/2023	6,713.42		071505		
I-S103084976.001	SADDLES, REPAIR SLEEVE	R	10/05/2023	876.29		071505		9,837.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4342	EL GORDITO MARKET INC OVERPAYMENT ON SCDG LOAN	R	10/05/2023	485.95		071506		485.95
3657	FERTILE OIL COMPANY DIESEL	R	10/05/2023	371.38		071507		371.38
4596	NICHOLAS FLADLAND UAS TRAINING	R	10/05/2023	19.01		071508		19.01
0875	FLEET SUPPLY MOUSE TRAPS	R	10/05/2023	35.24		071509		
	I-130964 PIPE SEALANT, TAPE, ETC	R	10/05/2023	172.24		071509		
	I-131074 RAGS IN BOX	R	10/05/2023	119.94		071509		
	I-131451 STEEL TOE BOOTS	R	10/05/2023	131.99		071509		
	I-131536 GLOVES	R	10/05/2023	51.97		071509		
	I-131546 WORK GLOVES	R	10/05/2023	44.97		071509		
	I-131551 GLOVES	R	10/05/2023	16.99		071509		
	I-131574 MOUSE AND FLY TRAPS	R	10/05/2023	46.31		071509		
	I-131888 BAGS OF SALT, SOFTNER SALT	R	10/05/2023	197.25		071509		816.90
0909	GARDEN VALLEY TECHNOLOGIES WELLS-COMMUNICATION	R	10/05/2023	121.40		071511		121.40
0944	GOPHER STATE ONE-CALL INC. GOPHER STATE ONE-CALL INC.	R	10/05/2023	66.15		071512		66.15
0965	GRAND FORKS FIRE EQUIPMENT NOZZLE REPAIR	R	10/05/2023	26.00		071513		26.00
0987	GREAT PLAINS NATURAL GAS CO. SERVICE 8/21-9/19/2023	R	10/05/2023	2,786.10		071514		2,786.10
3400	CROOKSTON HARDWARE HANK MISC. HARDWARE	R	10/05/2023	6.48		071515		
	I-70759/2 BRASS KEY	R	10/05/2023	6.98		071515		
	I-71390/2 CUTOFF WHEEL	R	10/05/2023	3.99		071515		
	I-71575/2 BIKES, PRIZES	R	10/05/2023	338.72		071515		
	I-71828/2 SAWS	R	10/05/2023	104.92		071515		
	I-72010/2 BULBS	R	10/05/2023	37.98		071515		
	I-72033/2 MATERIAL FOR NEW FLOOR	R	10/05/2023	44.97		071515		
	I-72174/2 PLUMBING SUPPLIES	R	10/05/2023	21.46		071515		
	I-72216/2 GRASS SEED	R	10/05/2023	95.99		071515		
	I-72225/2 SPONGES, HAND SOAP	R	10/05/2023	23.46		071515		
	I-72276/2 CARPET CLEANING AT STATION	R	10/05/2023	55.88		071515		
	I-72382/2 KEYS UM EXTENSION OFFICE	R	10/05/2023	6.98		071515		
	I-72388/2 PAINT FOR KARN FIELD	R	10/05/2023	21.98		071515		
	I-72441/2 FIX FLOOR DRAIN	R	10/05/2023	21.95		071515		
	I-72469/2 PLUMBING MATERIAL	R	10/05/2023	5.07		071515		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-72482/2	CEMENT ANCHORS (PONDS)	R	10/05/2023	17.52		071515		
I-72516/2	MISC HARDWARE	R	10/05/2023	6.12		071515		
I-72549/2	HARDWARE	R	10/05/2023	8.76		071515		
I-72592/2	PUTTY KNIFE, MORTOR CEMENT	R	10/05/2023	22.63		071515		
I-72626/2	EQUIPMENT MAINTENANCE	R	10/05/2023	33.98		071515		
I-F13439/2	CARPET CLEANING AT FIRE STAT.	R	10/05/2023	55.88		071515		941.70
1043	HAWKINS, INC							
I-6530540	CHEMICAL FOR POOL	R	10/05/2023	1,817.28		071518		
I-6594277	CHEMICALS	R	10/05/2023	3,635.95		071518		5,453.23
1006	HN QUALITY PLUMBING INC.							
I-010330	PVC PIPE FOR KARN	R	10/05/2023	15.25		071519		
I-43579	MENS PUBLIC RESTROOM	R	10/05/2023	866.59		071519		881.84
1105	HUGO'S							
I-20230819	AIR FRESHENERS	R	10/05/2023	21.18		071520		
I-20230829	COFFEE	R	10/05/2023	21.18		071520		
I-20230908	PEANUT BUTTER	R	10/05/2023	5.79		071520		
I-20230911	VINEGAR	R	10/05/2023	3.85		071520		
I-20230928	OATS	R	10/05/2023	8.98		071520		60.98
4662	JED BLOMS							
I-20230926	REFUND HANGAR #18	R	10/05/2023	348.00		071521		348.00
4642	KAWLEWSKI, KODY							
I-20230921	STEE TOED BOOTS, ALLOWANCE	R	10/05/2023	164.99		071522		164.99
1279	LET'S PLAY HOCKEY							
I-5123	TOURNAMENT AD	R	10/05/2023	300.00		071523		300.00
1278	LOCATORS & SUPPLIES							
I-0310096-IN	CLOTHES	R	10/05/2023	30.45		071524		30.45
2788	MARCO - NW 7128							
I-INV11656326	MARCO - NW 7128	R	10/05/2023	2,225.60		071525		2,225.60
1333	MARSHALL AND POLK RURAL WATER							
I-20230927	WATER	R	10/05/2023	39.53		071526		39.53
4665	MICHAEL ALVIN LANG							
I-20231005	SEIZED FUNDS DTF 21-70/21-943	R	10/05/2023	10,340.00		071527		10,340.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1395	I-20436890113614							
	MID-CONTINENT COMMUNICATIONS SERVICE 10/1-10/31/2023	R	10/05/2023	2,034.78		071528		2,034.78
1400	I-11003							
	MIDLAND DOOR SOLUTIONS HANGAR DOOR	R	10/05/2023	1,237.25		071529		1,237.25
1397	I-23255							
	MILLER AIRCRAFT SERVICE INC. JUN-AUG MOWING AND CLEANING	R	10/05/2023	3,188.00		071530		3,188.00
4664	I-124315							
	MILLER MCDONALD, INC 2022 AUDIT SERVICES	R	10/05/2023	25,000.00		071531		25,000.00
4289	I-20230920							
	SEAN MURPHY CLOTHING ALLOWANCE	R	10/05/2023	130.72		071532		130.72
3128	I-3965-392994							
	O'REILLY AUTO PARTS OIL FILTER	R	10/05/2023	7.93		071533		7.93
1866	I-50812							
	OPP CONSTRUCTION HOT MIX ASPHALT	R	10/05/2023	1,472.00		071534		
	I-50865							
	HOT MIX ASPHALT	R	10/05/2023	1,480.28		071534		2,952.28
1861	I-59236							
	OTTERTAIL POWER COMPANY-FF SERVICE 8/22-9/20/2023	R	10/05/2023	22,577.38		071535		
	I-59264							
	SERVICE 8/30-9/28/2023	R	10/05/2023	288.06		071535		22,865.44
1872	I-20230831A							
	PKM ELECTRIC SERVICE 7/31-8/30/2023	R	10/05/2023	48.00		071537		
	I-20230831B							
	SERVICE 8/1-8/30/2023	R	10/05/2023	60.00		071537		108.00
2100	I-20230926							
	REGIONAL SANITATION SERV INC GARBAGE	R	10/05/2023	369.18		071538		
	I-20230926B							
	GARBAGE SERVICE	R	10/05/2023	79.76		071538		448.94
3693	I-747515							
	RUBEN J RESENDIZ BOILER SUMMER MAINT SEPT. 2023	R	10/05/2023	200.00		071539		200.00
3834	I-D049743							
	RMB ENVIRONMENTAL LABORATORIES STORMWATER	R	10/05/2023	46.83		071540		
	I-D051360							
	CHEMICALS	R	10/05/2023	1,001.23		071540		
	I-D051534							
	CHEMICALS	R	10/05/2023	136.13		071540		
	I-D052292							
	CHEMICALS	R	10/05/2023	136.13		071540		1,320.32

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 9/22/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2187	SANITATION PRODUCTS INC							
I-86992	NEW SWEEPER	R	10/05/2023	270,960.00		071541		270,960.00
2437	SCOTT'S TRUE VALUE HARDWARE							
I-A242750	STORMGATE COVERS ON LEVEE'S	R	10/05/2023	64.50		071542		
I-A242801	PAINT FOR KARN	R	10/05/2023	17.26		071542		
I-A242867	CLEAR TAPE	R	10/05/2023	9.11		071542		
I-A242920	STORMGATE COVERS ON LEVEE'S	R	10/05/2023	129.00		071542		
I-A243096	TAPING KNIFE, STOP CEMENT	R	10/05/2023	25.90		071542		
I-A243123	BLACK SILICON	R	10/05/2023	11.99		071542		
I-A243124	STREET LIGHTS WIRE CONNECTORS	R	10/05/2023	10.47		071542		
I-A243233	BATTERIES	R	10/05/2023	24.94		071542		
I-A243377	NUTS AND BOLTS	R	10/05/2023	8.33		071542		301.50
2235	SEH, INC							
I-452285	POOL FACILITY PLAN	R	10/05/2023	4,159.25		071544		
I-453445	S.P. A6001-58 AIRPORT ZONING	R	10/05/2023	5,000.00		071544		9,159.25
2372	TEAM LAB CHEMICAL CORP.							
I-INV0038099	SLUDGE PROGRAM	R	10/05/2023	8,325.00		071545		8,325.00
2731	TERMINIX COMMERCIAL							
I-221798	RODENTS	R	10/05/2023	72.50		071546		72.50
4663	THE LIGHTING GALLERY, INC							
I-50244	OUTDOOR LIGHTING AND POSTS	R	10/05/2023	8,856.50		071547		8,856.50
9205	TRFAHA							
I-20230929	12UB HOCKEY TOURNEY ENTRY FEE	R	10/05/2023	1,100.00		071548		1,100.00
2478	U. S. POSTMASTER							
I-20231002	POSTAGE	R	10/05/2023	1,200.00		071549		1,200.00
3123	VALLEY ELECTRIC OF CROOKSTON,							
I-7586	LIGHT REPAIR AT PARK SHOP	R	10/05/2023	126.50		071550		126.50
2506	VERIZON WIRELESS							
I-9944491440	SQUAD DATA	R	10/05/2023	180.05		071551		
I-9945100704	SERVICE 9/23-10/22/2023	R	10/05/2023	1,823.11		071551		2,003.16
2545	WIDSETH SMITH NOLTING & ASSOC,							
I-225115	GEOGRAPHERS	R	10/05/2023	175.00		071552		
I-225830	LIBRARY ROOF IMPROVEMENTS	R	10/05/2023	800.00		071552		
I-225867	NORTH SIDE STORM WATER STUDY	R	10/05/2023	2,602.50		071552		
I-226036	POND MONITORING WELL SAMPLING	R	10/05/2023	1,463.40		071552		5,040.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4550 I-11588	XIGENT SOLUTIONS, LLC PROFESSIONAL SVC, RESTRIC FUND	R	10/05/2023	3,600.00		071553		3,600.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	60	467,166.24	0.00	467,166.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	601.43	0.00	601.43
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
			61	467,767.67	0.00	467,767.67
BANK: AP	TOTALS:		61	467,767.67	0.00	467,767.67
REPORT TOTALS:			61	467,767.67	0.00	467,767.67

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 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 from Paulette Melbye in the amount of one thousand fifty-eight dollars and eight-five cents (\$1,058.85); and

WHEREAS: This donation is in memory of Wayne Melbye, Brenda Desrosier, and Connie & Merece Lubarski for the Crookston Parks and Recreation Kids First Program account 225-30000-6240; and,

NOW, THEREFORE, IT IS RESOLVED: by the City Council of Crookston to accept the donation from Paulette Melbye in the amount of one thousand fifty-eight dollars and eight-five cents (\$1,058.85) for the Crookston Parks and Recreation Kids First Program account 225-30000-6240.

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 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION REGARDING THE UMC HOMECOMING EVENT TO HAVE ONE N' ONLY OF EUCLID, INC
DISPENSING INTOXICATING LIQUOR ON THE PREMISES OF THE CROOKSTON SPORTS CENTER.**

WHEREAS: the Minnesota Department of Public Safety has issued to One N' Only of Euclid, Inc. alcohol and catering permit No. 15327, a retail on-sale intoxicating liquor license and catering relating to the operation of a restaurant known as One N' Only of Euclid Inc.; and

WHEREAS: on Saturday, October 21, 2023, from 11 o'clock AM (11:00 AM) through two o'clock PM(2:00 PM) the alumni, students of the University of Minnesota Crookston(UMC), and citizens of Crookston will be engaging in a Homecoming Event held on the Crookston Sports Center (CSC) grounds within the municipality of Crookston; and

WHEREAS: One N' Only of Euclid, Inc. , the holder of the Minnesota Department of Public Safety permit No. 15327 with respect to retail on-sale liquor License and catering desires to dispense and consume intoxicating liquor off its licensed premises during the UMC Homecoming Event; and

WHEREAS: One N' Only of Euclid, Inc., desires to dispense and have consumed intoxicating liquors upon the premises legally described as set forth in Exhibit A attached hereto and incorporated herein as though fully set forth.

WHEREAS: One N' Only of Euclid, Inc., supplied to the City of Crookston proof of financial responsibility with regard to liability insurance as set forth pursuant to Minnesota Statute Section 340A.409 Subd. 1(a)(1) and Minnesota Statute Section 340A.404 Subd. 4(a).

NOW THEREFORE, BE IT RESOLVED: the City of Crookston authorizes One N' Only of Euclid, Inc, to serve and allow consumption of intoxicating liquors off its licensed premises on Saturday, October 21, 2023, from 11 o'clock AM (11:00 AM) through two o'clock PM (2:00 PM).

BE IT FURTHER RESOLVED: One N' Only of Euclid, Inc, shall serve and allow consumption of intoxicating liquors only upon the premises set forth in Exhibit A.

IT IS FURTHER RESOLVED, the City Clerk and City Administrator of the City of Crookston are authorized to sign any documents or amendments thereto necessary to allow One N' Only of Euclid, Inc, to dispense and have consumed intoxicating liquors upon the premises described in Exhibit A during the UMC Homecoming Event during the hours on Saturday, October 21, 2023, from 11 o'clock AM(11:00 AM) through two o'clock PM (2:00 PM).

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



Exhibit "A"

CSC
10/6/2023

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

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION REGARDING THE TIME CHANGE FOR THE TRUTH IN TAXATION MEETING
AND CHANGING THE REGULAR CITY COUNCIL MEETING ON DECEMBER 11, 2023.**

WHEREAS: the City of Crookston, City Council passed a Resolution, No 27762 Adopting the Proposed 2024 Tax Levy and Setting a Truth in Taxation Meeting Date on December 11, 2023, at 5:00 PM; and

WHEREAS: the City of Crookston must meet the Minnesota Department of Revenue Public Meeting requirements and hold the Truth in Taxation meeting at 6:00 PM or later; and

WHEREAS: the City of Crookston has its regular City Council Meeting held at 5:30 PM December 11, 2023, and to meet the required Minnesota Department of Revenue Public Meeting requirements, it is necessary to change the regular City Council meeting to a special City Council meeting scheduled to follow the Truth in Taxation meeting at 6:00 PM; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: change the current Truth in Taxation meeting time from 5:00 PM to 6:00 PM on December 11, 2023, and change the regular City Council meeting to a Special Council Meeting to be held on December 11, 2023, following the Truth in Taxation meeting.

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 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING A CONTRACT AGREEMENT WITH THE STATE OF MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT(DEED) CONCERNING THE AG INNOVATION CAMPUS ROAD CONSTRUCTION PROJECT.

WHEREAS: the State of Minnesota has created and is operating the Innovative Business Development Public Infrastructure Program, (IBDPI).

WHEREAS: the State of Minnesota Department of Employment and Economic Development (DEED) is authorized to provide grants, which are funded with proceeds of state general obligation bonds.

WHEREAS: the City of Crookston did on September 19, 2020, submit a grant application to DEED in which the City requested a grant from IBDPI, the proceeds of which would be used to perform those functions and activities delineated in the City’s grant application; and

WHEREAS: the City of Crookston has been selected by DEED to receive a grant from the IBDPI in the amount of \$452,000; and

WHEREAS: the City of Crookston’s receipt and use of the program grant to acquire an ownership interest in and to real property is approved and a street and utility is authorized; DEED and the City desire to set forth the provisions relating to the granting and disbursement of the proceeds of the IBDPI grant to the City and the construction and operation of the roadway and utilities upon said real property; and

WHEREAS: the terms and conditions of the proposed grant contract agreement presented to the City of Crookston by DEED are acceptable to the City.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: The City of Crookston enter into a contract with the Minnesota Department of Employment and Economic Development with respect to the IBDPI construction project and grant number IDBP-23-0001-0-FY23.

IT IS FURTHER RESOLVED: that the Mayor and City Administrator for the City of Crookston are hereby authorized to execute the contract with the State of Minnesota DEED on behalf of the City of Crookston and any amendments with respect to the IBDPI construction project grant number IDBP-23-0001-0-FY23.

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 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION AUTHORIZATION TO EXECUTE THE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR THE AIRPORT IMPROVEMENT RELATED TO T-HANGARS

WHEREAS: the State of Minnesota (MnDOT), acting through its commissioner of Transportation pursuant to Minnesota Statute Chapter 360 desires an agreement with the City of Crookston with respect to the receipt of funds related to the T-hangars; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: That the state of Minnesota Agreement No. 1054822, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A6001-60 at the Crookston Municipal Airport is accepted.

BE IT FURTHER RESOLVED: that the Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Crookston.

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

Council Members voting in the affirmative:

Council Members in the negative:

Upon this vote, the Mayor declares this resolution _____ and, if passed, effective upon the Mayor's signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad City Clerk

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

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

RECITALS

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

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A6001-60**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits:** Exhibit 'A' - Credit Application

2 Grantee's Duties

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

subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIP-Design, Site & Foundation for 10-unit T-hangar	90%	5%	5%

Federal Committed: **\$80,460.00**

State: **\$ 4,470.00**

Grantee: **\$ 4,470.00**

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

4.2 **Travel Expenses.** No travel expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

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

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$4,470.00**.

4.5 Payment

4.5.1 Invoices

Grantee will submit invoices for payment by Credit Application, Exhibit 'A', which is attached and incorporated into this agreement and can be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of Services.**

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

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after

receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

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

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) (612) 422-4171 and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us) (612) 283-1328, or her successor.

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

6.2 Grantee's Authorized Representative is:

Audrey Passa, Financial Director
 Email: apassa@crookston.mn.us
 City of Crookston
 124 N. Broadway
 Crookston, MN 567

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

7.2 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.3 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.4 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.5 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

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

11 Workers Compensation

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

12 Publicity and Endorsement

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

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination; Suspension**

- 14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 **Data Disclosure**

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

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

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

this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the **City of Crookston** as follows:

1. That the state of Minnesota Agreement No. **1054822**,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for

State Project No. **A6001-60** at the **Crookston Municipal Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the

City of Crookston.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

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

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

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

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

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

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

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

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING AUTHORIZING A CONTRACT WITH EHLERS ASSOCIATES, INC. TO PROVIDE PROFESSIONAL MUNICIPAL INVESTMENT ADVICE AND ADVISORY SERVICES TO THE CITY OF CROOKSTON.

WHEREAS: The City of Crookston has a need for professional services with respect to municipal advice regarding investment and financial options; and

WHEREAS: Ehlers Associates Inc. has a full complement and service team of certified investment and financial advisors to provide the professional services desired and needed by the City of Crookston; and

WHEREAS: Ehlers and Associates Inc., provided to the city a set of qualifications with respect to the professional investment and financial advisors available to the City of Crookston; and

WHEREAS: The City of Crookston City Administrator, Community Development Director, and Finance Director have interviewed and interacted with the Ehlers Associates Inc. professionals who would provide financing and investment advice to the City of Crookston. The City Administrator, the City Community Development Director, and the City Finance Director unanimously recommend the selection of Ehlers Associates Inc. as the financial and investment advisors for the City of Crookston.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: The City of Crookston enter into an agreement with Ehlers Associates, Inc. to be the provider of financial and investment services to the City of Crookston.

IT IS FURTHER RESOLVED: The Mayor and City Administrator for the City of Crookston are authorized to sign and enter into an agreement with Ehlers Associates Inc. on behalf of the City of Crookston with respect to investment and financial advisory services.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this _____ day of _____, 2023 by and between the City of Crookston and its Economic Development Authority, both being a municipal corporation of the State of Minnesota (collectively the “Client”) and Ehlers and Associates, Inc. (“Contractor”).

WHEREAS, the Client desires that the Contractor, as an independent contractor, perform certain services as a municipal advisor, in accordance with the provision of this Agreement, and more fully described herein; and

WHEREAS, Contractor desires to perform such services pursuant to the terms and conditions provided for in the Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 – SCOPE OF SERVICES

The Client agrees to retain Contractor to provide the services set forth in the Scope of Work (“SOW”), attached hereto and incorporated herein by reference as Exhibit A (“Services”). Contractor shall provide the Services in accordance with the terms and subject to the conditions set forth in this Agreement. Contractor warrants and represents that it has the requisite authority to perform the Services in compliance with the provisions of this Agreement.

SECTION 2 – TERM

The term of this Agreement (the “Term”) shall begin as of the date of its execution by both parties, as dated above and continue until the Agreement is terminated pursuant to Section 14 of this Agreement.

SECTION 3 – PROJECT MANAGEMENT

The Client requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination with respect to the Services will remain the responsibility of these individuals or their replacements during the term of the Agreement. Removal of any principal project member without replacement by another qualified individual (as determined in the reasonable discretion of Contractor) is grounds for termination of the Agreement by the Client. In its sole discretion, the Client may at any time request that a principal project member no longer provide Services to the Client.

The Client has designated the following individual as the Project Manager for the Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project

Manager shall have the authority to transmit instructions, receive information, and interpret and define the Client's policy and decisions pertinent to the work covered by this Agreement.

Client Project Manager Todd Hagen

The Client Project Manager will be supported by other personnel of the Contractor based on the needs of specific engagements related to the Services.

SECTION 4 – BILLINGS, PAYMENT, AND INVOICES

The compensation for the Services will be detailed in the SOW attached hereto (the "Compensation"). The amounts set forth in the SOW shall fully compensate Contractor for all Services and associated costs. The Client will honor no claim for Services and/or costs provided by the Contractor not specifically provided for in this Agreement, the SOW, or an amendment thereto.

Contractor shall submit an itemized invoice monthly, or after Services are complete. Invoices will clearly itemize all costs and/or Services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the Client shall make payment to Contractor in accordance with [State] regulations. In any event, payment shall be made not later than forty-five (45) days following invoice receipt.

SECTION 5 – Client RESPONSIBILITY

The Client agrees to provide Contractor with access to any information from Client documents, staff and other sources under the control of the Client needed by Contractor to complete the Services described herein or as set forth in the SOW. The Client hereby acknowledges that Contractor does not take responsibility for verifying the accuracy or completeness of information supplied by the Client's representatives ("Client Information") and agrees that if Contractor receives inaccurate, incomplete or improperly formatted Client Information, (a) Contractor will have no liability for relying on the same, and (b) any additional time and expense required to correct the Client Information will be billed to Client as additional Services.

SECTION 6 – AMENDMENT OR CHANGES TO AGREEMENT

6.1 Any alterations, amendments, deletions, or waivers of the provisions of the Agreement shall be valid only when reduced to writing and duly signed (i) by the parties in the case of alterations, amendments or deletions to this Agreement or the SOW; or (ii) by the party making the waiver in the case of waivers.

6.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of actions which have accrued prior to the effective date of such amendment, modifications, or supplement.

6.3 The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

6.4 Neither waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing

waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

SECTION 7 – RECORDS, DISSEMINATION OF INFORMATION

7.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work Product” shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor’s Services.

“Supporting Documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or other format and other evidence which result solely from Contractor’s Services, and which are used to perform the Services or produce the Work Product.

“Business Records” shall mean any books, documents, papers, account records and other evidence, whether written, electronic, or other format, belonging to Contractor and pertaining to the Services.

7.2 All deliverable Work Product and Supporting Documentation shall be delivered to the Client and shall become the property of the Client after final payment is made to Contractor with no right, title or interest in said Work Product or Supporting Documentation vesting in Contractor, except as provided in this Section 7.2. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the Work Product and Supporting Documentation which Contractor would reasonably expect to be able to recreate in whole, or in part in other projects.

7.3

(a) Except as otherwise provided by law, Contractor agrees not to disclose or otherwise disseminate non-public information of the Client associated with or generated as a result of the Services without the prior written consent of the Client except for the purpose of providing Services.

(b) If any court or regulatory order requires Contractor to disclose such non-public information provided that such order or demand does not by its terms prohibit such notice, Contractor will promptly provide notice to the Client of such order or demand and cooperate with the Client in responding to it. So long as Contractor is not a party to the proceeding in which the non-public information is sought, the Client will reimburse Contractor for its professional time, as well as all other costs and expenses incurred in responding to such order or demand.

(c) The provisions of this Section 7.3 will survive termination of this Agreement.

7.4 In the event of termination of this Agreement, all Work Product finished or unfinished, and Supporting Documentation prepared by the Contractor under this Agreement, shall be delivered to the Client by Contractor upon payment of amounts due and owing for work performed and expenses

incurred on or prior to the date of termination, and there shall be no further obligation of the Client to Contractor.

7.5 The Contractor shall maintain all Business Records relating to this Agreement in such a manner as will readily conform to the terms of the Agreement and Minnesota records retention statutes and regulations and to make such materials available at its office as required by law at all reasonable times during this Agreement period and for six (6) years from the date of the final payment for the Services in accordance with Minnesota statutes.

SECTION 8 – NOTICES

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in the United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the individuals and addresses contained in Section 3.

SECTION 9 – EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY

This Agreement is subject to all applicable laws, regulations and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law, regulation or executive order.

9.1 Contractor shall not knowingly employ or contract with a noncitizen who will perform work under the public contract for Services contemplated in this Agreement and will participate in the E-Verify Program or other program, if any, offered by the State of Minnesota in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

9.2 Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a noncitizen to perform the Services contemplated in this Agreement.

9.3 Contractor is prohibited from using either the E-Verify Program or other program, if any, offered by the State of Minnesota to undertake pre-employment screening of job applicants while this Agreement is being performed.

9.4 If Contractor obtains actual knowledge that a subcontractor performing the Services under this Agreement knowingly employs or contracts with a noncitizen, Contractor shall be required to:

- (a) Notify the subcontractor and the Client within ten (10) business days that Contractor has actual knowledge that the subcontractor is employing or contracting with a noncitizen.
- (b) Terminate its subcontract with the subcontractor if within ten (10) business days after receiving the notice required above the subcontractor does not stop employing or contracting with the noncitizen; except that Contractor shall not terminate its subcontract with the subcontractor if during such ten (10) business days the subcontractor provides information to

Contractor to establish that the subcontractor has not knowingly employed or contracted with an noncitizen.

SECTION 10 – COMPLIANCE WITH APPLICABLE LAW

Contractor agrees to comply in all material respects with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to Contractor’s performance of the provisions of this Agreement. It shall be the obligation of Contractor to apply for, pay and obtain any and all permits and/or licenses required.

SECTION 11 – CONFLICT OF INTEREST

For purposes of this Agreement, a “Conflict of Interest” occurs if Contractor or one or more of its directors, officers or employees have a material financial interest in an entity doing business with the Client or are related to a supervisor, manager or director of the Client. To the best of Contractor’s knowledge entering into or performing this Agreement does not result in a conflict of interest with any person or entity. Contractor agrees that should any real or perceived conflict of interest become known to Contractor, it will immediately notify the Client so a mitigation of the real or perceived conflict of interest can be made. If no mitigation is available, the Client shall have the right to terminate this Agreement.

SECTION 12 – LIMITED WARRANTY; LIMITATION ON LIABILITY

(a) Contractor warrants to the Client that the Services will be performed in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. CONTRACTOR (i) MAKES NO WARRANTIES EXCEPT FOR THAT SET OUT ABOVE AND (ii) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor’s sole and exclusive liability and the Client’s sole and exclusive remedy for breach of the limited warranty set out in this Section 12(a) shall be reperformance of the affected Services. If Contractor cannot reperform the Services in compliance with the warranty set forth above within a reasonable time (but no more than thirty (30) days) after the Client’s written notice of such breach, the Client may, at its option, terminate this Agreement by serving written notice of termination in accordance with Section 14. Contractor shall within [within thirty (30) days after the effective date of such termination, refund to the Client a portion of the fees previously paid by the Client as of the date of termination corresponding to the defective Services.] Any and all claims will be made within one (1) year from the date the alleged fault or error was made or will be forever barred.

(b) Contractor and the Client agree that the liability of Contractor in connection with the Services provided hereunder will be limited to direct losses the Client suffers as a result of the willful misconduct, gross negligence and/or errors or omissions of Contractor, up to, but in no event to exceed the amount of actual fees paid to Contractor pursuant to the SOW. The parties agree that direct losses shall not include any third-party claims based on the Client’s use of the Work Product or the Supporting Documentation. TO THE EXTENT PERMISSIBLE BY LAW, IN NO

EVENT SHALL CONTRACTOR BE LIABLE TO THE Client OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

SECTION 13 – ASSIGNMENT; BINDING EFFECT

The Client and Contractor each binds itself and its successors and assigns of such other party, with respect to all covenants of this Agreement; and neither the Client nor Contractor will assign or transfer their interest in this Agreement without the prior written consent of the other party. Any attempted assignment of this Agreement in whole or in part by a party without the prior written consent of the other party shall be null and void and of no effect whatsoever.

SECTION 14 – TERMINATION

14.1 Either party may terminate this Agreement at any time and for any reason upon ninety (90) days advance written notice to the non-terminating party, but such termination shall not terminate any SOW then in effect, which shall continue to be governed by the terms of this Agreement unless otherwise terminated pursuant to Section 14.2.

14.2 Either party may terminate this Agreement, and any SOW then in effect, effective upon written notice to the other party (the “Defaulting Party”). If the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within twenty (20) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this section, Contractor may terminate this Agreement, and any SOW then in effect, on written notice if the Client fails to pay any amount when due hereunder and such failure continues for twenty (20) days after Contractor’s written notice to the Client of nonpayment.

14.3 Upon termination of this Agreement, (i) neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, or which, by their nature, should survive termination of this Agreement.

14.4 In the event of termination, the Client will pay Contractor for all Services received by the Client up to the receipt of the notice of termination and thereafter until the date of termination. Contractor in

accordance with Section 7 will deliver all Work Product and Supporting Documentation developed up to the time of termination to the Client upon receipt of final payment for Services.

SECTION 15 – GOVERNING LAW

15.1 Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the Client is located. The parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to *forum non-conveniens* or otherwise. At the Client's request, Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the Client shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

15.2 The State of Minnesota law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Minnesota.

SECTION 16 – INDEPENDENT CONTRACTOR

Contractor is an independent contractor and nothing in this Agreement shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Client. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the Client and shall be responsible for supervising its own employees and/or subcontractors. The Client shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or its employees, subcontractors, contractors, agents, or representatives, including coverage or benefits related, but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance.

SECTION 17 – SUB-CONTRACTING

Contractor is solely and fully responsible to the Client for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by Contractor or a subcontractor engaged by Contractor, and the failure of performance thereof by such persons or entities, will not relieve, release, or affect in any manner Contractor's duties, liabilities, or obligations under this Agreement.

SECTION 18 – FORCE MAJEURE

Neither the Client nor contractor shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to severe weather and storms, earthquake or other natural occurrences, terrorist act, fire, war, pandemic, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, civil military emergencies, or acts of the legislature, judiciary, or executive. The impacted party shall promptly give notice to the other party and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

Section 19 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Agreement are of no force and effect.

SECTION 20 – INSURANCE

20.1 Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverages required by state and or federal law.

20.2 At the Client's request, Contractor shall provide the Client with a certificate or certificates evidencing its insurance policies in force, as well as the amounts of coverage for the respective types of coverage. If the coverage required expires during the term of this Agreement, Contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

SECTION 21 – NEGOTIATED PROVISIONS

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially to the preparation of this Agreement.

SECTION 22 – SEVERABILITY

If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement, which shall remain in full force and effect, the intention being that such portion are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

Section 23 – COUNTERPART EXECUTION

This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute the Agreement.

CITY OF CROOKSTON, MINNESOTA

EHLERS AND ASSOCIATES, INC.

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

CROOKSTON ECONOMIC
DEVELOPMENT AUTHORITY, MINNESOTA

By: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

- A. Financial Planning;
- B. Capital Budget Programming;
- C. Debt Issue Development, Issuance, and Management;
- D. Arbitrage Rebate Monitoring and Reporting;
- E. Continuing Disclosure and Compliance with Continuing Disclosure Agreements;
- F. Economic Development Financial Analysis, Program Development and Management, Tax Increment Financing Administration and Reporting; and
- G. Other professional services, as requested by the Client and mutually agreed upon by the Firm, which scopes of work and fees or charges shall be mutually agreed upon in writing prior to such engagement.



INVESTMENT ADVISORY AGREEMENT

Client

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

1) THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
 - i) Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
 - ii) Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
 - iii) Setting up a Client safekeeping account (“Program Account”), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
 - iv) Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
 - v) Implementing trades and account management, as described in paragraphs 4 and 5;
 - vi) As requested by Client, preparing periodic performance reports regarding the Program Account;
 - vii) Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
 - viii) At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
 - ix) With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Advisor to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit



A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

- e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
 - (i) our Brochure, Form ADV Part 2A (the “Brochure”),
 - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
 - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
 - (iv) a copy of this Agreement.
- f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
 - (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
 - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
 - (iii) the risks of the Program, these and types of investments;
 - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
 - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

2) CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
 - (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is

posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

3) THE PROGRAM AND THE PROGRAM ACCOUNT

a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

b) Program Account. Advisor will provide continuous and regular investment management services with respect to the Program Assets. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian. Client can choose to engage Advisor to provide investment advisory services on a discretionary or non-discretionary basis.

- i) Discretionary. By electing discretion, Client grants Advisor full authority to buy, sell, or otherwise effect investment transactions involving the Program Assets in the Program Account. Clients who engage Advisor on a discretionary basis may, at any time, request reasonable restrictions, in writing, and subject to review and approval, Advisor will accommodate such requests.(i.e. limit the types/amounts of particular securities purchased for the Account, exclude the ability to purchase securities with specific investment ratings, etc.)
- ii) Non-Discretionary. By electing to engage Advisor on a non-discretionary basis, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will make investment recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments.

4) ADVISOR'S AUTHORITY.

- a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:
- (i) Client authorizes Advisor and Representative, at Client's risk:
 - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
 - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,
 - (1) if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
 - (2) if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
 - (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
 - (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
 - (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.

(ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

(A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.

- d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

5) EXECUTION OF ACCOUNT TRANSACTIONS

- a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

6) AGGREGATION OF ORDERS AND BLOCK TRADING

- a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for

the Program Account with orders for other accounts for the purpose of “block trading.” Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

- b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

7) ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS

- a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
- (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
- (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian’s reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian’s reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- c) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor’s fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor’s instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

8) OTHER DIRECT AND INDIRECT EXPENSES

- a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
 - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
 - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
 - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

9) MINIMUM ACCOUNT SIZE; MINIMUM FEE

- a) No Minimum Account Size. We do not require a minimum account size.
- b) No Minimum Fees. We do not charge a minimum fee.

10) NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

11) PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 [“ERISA”]) expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

12) ASSIGNMENT

This Agreement shall be binding on Client’s successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through “negative consent” (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

13) TERM AND TERMINATION

- a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days’ written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian’s fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

14) REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a “person”) represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual’s authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual’s authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

15) RISK AND LIABILITY

- a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

16) LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

17) NOTICES AND DOCUMENTS

- a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
 - (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
 - (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
 - (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
 - (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

18) CONSENT TO ELECTRONIC DELIVERY

- a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the “Consent.”
- b) The “Electronic Communications” means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor’s obligations or position as Client’s investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor’s discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a “Client” may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, 3060 Centre Pointe Drive, Roseville, MN 55113 (the “Notice Address”)**. The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

19) GOVERNING LAW

This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

20) ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties’ entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

21) SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

22) AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

23) PRE-DISPUTE ARBITRATION AGREEMENT

Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.

The parties agree that any arbitration proceeding shall be held in Waukesha, Wisconsin, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.**
- **The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.**

24) MISCELLANEOUS

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

25) THE EFFECTIVE DATE; THE PARTIES

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Adviser begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

CLIENT:

CLIENT:

Client Signature

Client Signature

Name (Print)

Name (Print)

Title or Capacity

Title or Capacity

Taxpayer Identification Number

Taxpayer Identification Number

Street Address

Street Address *(only if different from first Client)*

City State ZIP

City State ZIP

Date of Execution: ____ / ____ / ____

Date of Execution: ____ / ____ / ____

**EHLERS INVESTMENT PARTNERS, LLC
3060 Centre Pointe Drive, Roseville, MN 55113**

NAME OF REPRESENTATIVE:

By: _____
Ryan Miles, Managing Director-Investments

NAME OF INITIAL CUSTODIAN:

Date of Execution: ____ / ____ / ____

Email Address for Electronic Communications:

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING THE ENGAGEMENT OF BRADY MARTZ TO PERFORM SPECIFIC ACCOUNTING SERVICES.

WHEREAS, the City of Crookston’s Financial Department is in need of assistance with respect to bank reconciliation statements for the period, January 1, 2023, through potentially December 31, 2023; and

WHEREAS, the City of Crookston's Financial Department is in need of assistance with respect to accounting support for the period, January 1, 2023, through potentially December 31, 2023; and

WHEREAS, specific accounting services with respect to bank reconciliations and accounting support have been offered by Brady Martz and Brady Martz has the necessary professional qualifications and experience to provide the City of Crookston with the services for the City of Crookston's Financial Department; and

WHEREAS, the terms and conditions of a proposed engagement presented by Brady Martz are acceptable to the City of Crookston; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: The City of Crookston enter into an engagement with Brady Martz for professional accounting services with respect to bank reconciliation statements, and accounting support.

IT IS FURTHER RESOLVED, the Mayor and City Administrator for the City of Crookston are authorized to sign and enter into an engagement with Brady Martz on behalf of the City of Crookston and any amendments thereto with respect to accounting services related to bank reconciliation statements and accounting support for a period not to exceed December 31, 2023.

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

BradyMartz

September 26, 2023

City of Crookston
City Council
Crookston, MN

The purpose of this letter is to set forth the understanding of our engagement to provide bank reconciliation services and accounting support to the City of Crookston (the City) from the January 1, 2023 through December 31, 2023, or an alternatively agreed upon date prior to December 31, 2023.

You agree to the following:

- Make candid representations about your plans and expectations.
- Ensure onsite City staff are available with roles to be mutually agreed upon.

Brady Martz will obtain professional liability insurance at our expense, with coverage satisfactory to the City, Brady Martz will maintain insurance during the terms of this agreement. If requested by the City, Brady Martz will provide the City with proof of liability insurance coverage.

This agreement will commence on September 26, 2023 and will remain in effect until the services have been completed. All services will be under the direction of Amanda Scanson. Either party may terminate this agreement upon thirty days written notice.

Brady Martz agrees to defend, hold harmless, and indemnify the City and its Board Members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of Brady Martz, or Brady Martz employees, in regard to Brady Martz's performance under this agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgements, attorneys' and witness fees.

Any data or materials, including, but not limited to, reports, studies, photographs, or any and all other documents prepared by Brady Martz in the performance of the obligations in this agreement shall be exclusive property of the City, any such data and material shall be remitted to the City by Brady Martz upon completion, expiration, or termination of this agreement. Further, any such data and materials shall be treated and maintained by Brady Martz in accordance with applicable federal, state and local laws regarding data privacy.

This agreement is the entire agreement between the City and Brady Martz and it supersedes all prior written and oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this agreement.

All terms and covenants contained in this agreement are severable. In the event any provision of this agreement shall be held invalid by any court of competent jurisdiction, this agreement has been interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provisions hereof.

The City agrees to not hire any current employees of Brady Martz within the administration office without the prior written consent of Brady Martz. If the City does so without written consent it agrees to pay Brady Martz \$20,000 or an amount equal to the fees charged in the prior 12 months, whichever is greater.

We will invoice the City monthly for services provided based on our agreed upon hourly rate of \$130. Our fees are payable upon presentation. If payments become delinquent, we reserve the right to withhold services.

If requested by the City, Brady Martz will provide additional services to the City which are considered beyond the scope of the business manager duties, such as IT services or financial statement preparation, at a fee agreed upon by the City and Brady Martz.

We sincerely appreciate this opportunity to be of service to you. If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return the signed letter to us.

Sincerely,



Brady Martz

Acknowledgement:

This letter correctly sets forth the understanding of the City of Crookston.

Signature: _____

Title: _____

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO ADDENDUM 4 TO SPECIAL OPERATIONS GROUP JOINT POWERS AGREEMENT

WHEREAS: The following terms and conditions are incorporated in the **Special Operations Group Joint Powers Agreement** ("SOG JPA") made and entered into by and between **Grand Forks County, ND**, acting by and through the Grand Forks County Sheriff's Department, the **City of Grand Forks, ND**, acting by and through the Grand Forks Police Department and Grand Forks Fire Department, **Polk County, MN**, acting by and through the Polk County Sheriff's Office, the **City of Crookston, MN**, acting by and through the Crookston Police Department, the **City of East Grand Forks, MN**, acting by and through the East Grand Forks Police Department, the **North Dakota State Board of Higher Education**, acting by and through the University of North Dakota and its Police Department, the **Attorney General Bureau of Criminal Investigation** and **Norman County, MN**, acting by and through the Norman County Sheriff's Department.

A.) The SOG JPA was reviewed and approved for legal sufficiency by the North Dakota Office of the Attorney General, as required by N.D.C.C. § 54-40.3-04 on December 2, 2016.

B.) The Norman County Sheriff's Office requests to be added as a party to the SOG JPA, pursuant to Minn. Stat. § 471.59.

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

1. The Norman County Sheriff's Office is added as a party to the SOG JPA.
2. Section III of the SOG JPA is amended to include a member of the Norman County Sheriff's Office on the "SOG Executive Board of Authority."
3. The Norman County Sheriff's Office liability shall be determined in accordance with Minn. Stat. § 466.01(6) and is subject to the conditions and limitations contained therein.
4. Except as herein amended, the terms and conditions of the SOG JPA remain in full force and effect.

FURTHER BE IT RESOLVED: that the Police Chief, Mayor, and City Administrator are authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the City of Crookston.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad
City Clerk

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

CITY OF CROOKSTON, MN

Darin Selzler , Chief of Police

This agreement has been approved by the Crookston City Council this ____ day of _____, 20__.

Dale Stainbrooker, Mayor

Attest:

Charles Reynolds, City Administrator

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Crookston held on the 9th day of October 2023, Council

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING SPECIAL ASSESSMENT AND TRUNK AREA POLICIES AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS IN THE CITY OF CROOKSTON

WHEREAS: the City of Crookston desires to have a written street improvement, special assessment policy to assess benefited properties for costs related to street improvement projects, as empowered by the City of Crookston Charter, Chapter seven (7) section seven point one (7.1) power to make improvements and lay assessments; and

WHEREAS: the purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefits) associated with public improvements; and

WHEREAS: procedures used by the City of Crookston for levying special assessments are those specified by the Minnesota Statutes Chapter 429, which provide that all are part of the cost of improvements may be assessed against the benefiting properties; and

WHEREAS: the three basic criteria to be satisfied before a particular parcel can be assessed are as follows: (1), the land must have received special benefit from the improvement. (2), the amount of the assessment must not exceed the special benefit. (3), the assessment must be uniform in relation to the same class of property when within the assessment area; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY OF CROOKSTON, MINNESOTA: The City of Crookston adopts the attached special assessment policy in Exhibit A.

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

SPECIAL ASSESSMENT AND TRUNK AREA POLICIES AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS

- SECTION 1. General Policy Statement.
- SECTION 2. Improvements and Maintenance Costs Eligible for Special Assessment.
- SECTION 3. Initiation of Public Improvement Projects.
- SECTION 4. Public Improvement Procedures.
- SECTION 5. Financing of Public Improvements.
- SECTION 6. General Assessment Policies.
- SECTION 7. Methods of Assessment.
- SECTION 8. Standards for Public Improvement Projects.
- SECTION 9. Policies of Reassessment.
- SECTION 10. Assessment Computations.
- SECTION 11. Deferment of Assessments.

SECTION 1. GENERAL POLICY STATEMENT.

The purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefit) associated with public improvements. The procedures used by the City of Crookston for levying special assessments are those specified by Minnesota Statutes, Chapter 429 which provides that all or a part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. The criteria are as follows:

1. The land must have received special benefit from the improvement.
2. The amount of the assessment must not exceed the special benefit.
3. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending an improvement past a particular parcel is not the controlling factor in determining the amount to be assessed. However, in most cases the method for assigning the value of the benefit received by the improvement, and therefore the amount to be assessed, shall be the cost of providing the improvement. This shall be true provided the cost does not demonstrably exceed the increase in the market value of the property being assessed. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event City staff has doubt as to whether or not the costs of the project may exceed the special benefits to the property, the City Council may obtain such appraisals as may be necessary to support the proposed assessment.

The assessment policy is intended to serve as a guide for a systematic assessment process in the City. There may be exceptions to the policy or unique circumstances or situations which may require special consideration and discretion by City staff and the City Council.

SECTION 2. IMPROVEMENTS AND MAINTENANCE COSTS ELIGIBLE FOR SPECIAL ASSESSMENT.

Subd. 1. The following public improvements and related acquisition, construction, extension, and maintenance of such improvements, authorized by Minnesota Statutes, Sections 429.021 and 459.14, subd. 7, are eligible for special assessment within the City:

1. Streets, sidewalks, pavement, curbs, and gutters, including the beautification thereof.
2. Parking lots.

3. Water works systems and appurtenances, within and without the corporate limits.
4. Sanitary sewer and storm sewer systems including appurtenances, within and without the corporate limits.
5. Street boulevard trees.
6. Streetlights, street lighting systems and special lighting systems.
7. Parks, playgrounds, and recreational facilities, including the purchase of equipment, within or without the corporate limits.
8. Abatement of nuisances; including but not limited to, draining and filling swamps, marshes, and ponds on public and private property.
9. Dikes and other flood control works.
10. Retaining walls and area walls.
11. Public malls, plazas or courtyards.
12. Fire protection systems in existing buildings upon a petition pursuant to section 429.031, subdivision 3.
13. Gas and electric distribution facilities.

Subd. 2. The City is also authorized by ordinance adopted pursuant to Minnesota Statutes Section 429.021 to recover, through special assessment, the following maintenance costs:

1. Snow, ice, or rubbish removal from sidewalks.
2. Weed elimination from streets or private property.
3. Removal or elimination of public health or safety hazards from private property excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26.
4. Installation or repair of water service lines, street sprinkling, sweeping, or other dust treatment of streets.
5. The trimming and care of trees and the removal of unsound trees from any street.
6. The treatment and removal of insect infested or diseased trees on private property.
7. The repair of sidewalks and alleys.
8. The operation of a street lighting system.
9. The operation and maintenance of fire protection or a pedestrian skyway system.

SECTION 3. INITIATION OF PUBLIC IMPROVEMENT PROJECTS.

Public improvement projects can be initiated in the following ways.

1. Public improvement projects may be initiated by petition of owners of at least 35% in frontage of the property abutting the proposed improvement.
2. Public improvements also may be initiated by the City Council when, in its judgment, such action is required.
3. A resolution ordering any improvements initiated by the Council or by owners of less than 35% of abutting property owners requires a four-fifths majority vote of all members of the Council. A resolution ordering any improvements initiated by owners of not less than 35% of abutting property owners requires a majority vote of all members of the Council. A resolution ordering any improvements initiated by all owners of abutting property, and assessing the entire cost against their property, may be adopted without a public hearing. The Council may consider the request of a Developer to construct the improvements and assess them.

SECTION 4. PUBLIC IMPROVEMENT PROCEDURE.

The following is the general procedure followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats

for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City.

1. Staff reviews petition or Developer's request for submission to Council.
2. Council accepts or rejects petition or request. If based upon a petition, the Council adopts a resolution declaring whether the required percentage of property owners have signed. If the petition or request is accepted, Council orders preparation of feasibility report.
3. Staff prepare feasibility report. The report shall preliminarily evaluate whether the proposed improvement is necessary, cost-effective, and feasible and whether it should be made as proposed or in conjunction with another project. The report shall include an estimate of the cost of the improvement as proposed. The Council may refer the report to the Planning and Zoning Commission.
4. Council accepts or rejects feasibility report. If accepted, Council orders public hearing on the improvements.
5. Staff posts and publishes hearing notice and mails notices to affected property owners as provided in Minn. Stat. § 429.031(a).
6. Council conducts public hearing.
7. Within six (6) months of the hearing date, Council adopts or rejects resolution ordering improvement to be constructed and advertisement of bids. If adopted, staff prepares final plans, advertises for and opens bids as provided in Minn. Stat. § 429.041, prepares bid tabulation, makes recommendation to City Council for award, and prepares proposed assessment roll. Bonds to finance project costs may be issued at any time after the improvements are ordered.
8. Council reviews proposed assessment roll and orders assessment hearing.
9. Staff publishes hearing notice, mails notice of hearing date and proposed assessments to the affected property owners as provided in Minn. Stat. § 429.061.
10. Council conducts assessment hearing and adopts, revises, or rejects resolution determining the amount of the total expense the City will pay, if any, and establishing the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor.
11. Council awards contract based on the bids received.
12. Staff certifies the assessment roll to the County Auditor.
13. Staff supervises construction and prepares payments.

SECTION 5. FINANCING OF PUBLIC IMPROVEMENTS.

The City encourages public improvement projects as the area (s) benefiting and needing such improvements develop. Examples of this policy can be seen through the subdivision regulations, zoning ordinance, and building codes. Developers are required to provide the needed improvements and services before development occurs, thereby avoiding unexpected hardships on the property owners purchasing such property and the general public. However, it is recognized that certain areas of the City have developed without all needed public improvements (e.g., parks, water, sewer, and street improvements) and that methods must be found to provide these improvements without causing undue hardships on the general public or the individual property owner.

Special assessments are generally accepted as a means by which areas can obtain improvements or services; however, the method of financing these is a critical factor to both the City and the property owner. Full project costs spread over a very short term can cause an undue hardship on the property owner and, likewise, city costs and systems costs spread over a long period of time can produce undue hardship on the general public of the City.

It is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older or persons retired by virtue of a permanent and total disability would result. Also, the City Council may elect to defer assessments on undeveloped land for a specified length of time or until the

lands are developed. Terms and conditions of any such deferral will be established in the resolution adopting the assessments.

SECTION 6. GENERAL ASSESSMENT POLICIES APPLICABLE TO ALL TYPES OF IMPROVEMENTS.

The cost of any improvement shall be assessed upon property by the improvements based upon benefits received. The following general principles shall be used as a basis of the City's assessment policy:

1. Project Cost. The "project cost" of an improvement includes the costs of all necessary construction work required to accomplish the improvement, plus engineering, legal, administrative, financing and other contingent costs, including acquisition of right-of-way and other property. The finance charges include all costs of financing the project. These costs include but are not limited to financial consultant's fees, bond rating agency fee, bond attorney's fees, and capitalized interest. The interest charged to the project shall be included as financing charges.
2. City Cost. The "city cost" of an improvement is the amount of the total improvement expense the City will pay as determined by Council resolution. Where the project cost of an improvement is not entirely attributed to the need for service to the area served by said improvement, or where unusual conditions beyond the control of the owners of the property in the area served by the improvement would result in an inequitable distribution of special assessments, or for any other reason determined by City, the City, through the use of other funds, may pay such "city cost."
3. Assessable Cost. The "assessable cost" of an improvement is equal to the "project cost" minus the "city cost."
4. Interest. The City will charge interest on special assessments at a rate specified in the resolution approving the assessment roll. If bonds were sold to finance the improvement project, the interest rate shall be two percent (2%) more than the average interest rate of the bonds, rounded to the nearest quarter of a percent. If no bonds were sold, the interest rate shall be set at the same rate.
5. Prepayment. Property owners may pay their assessments in full interest free for a period of 30 days after the assessment hearing. After such a period interest shall be computed from the date specified in the assessment resolution. The City will transmit a certified duplicate of the assessment roll with each installment, including interest, to the County Auditor, or in lieu of such certification, annually certify to the County Auditor by November 30 in each year, the total amount of installments of and interest on assessments on each parcel which are to become due in the following year. Prior to certification of principal and interest or the first installment thereof, to the County Auditor, a property owner may make a partial prepayment of the principal to the City. Such partial prepayment must be at least \$100.00. If the partial prepayment is made after the 30-day "interest free" period allowed by state law, interest will be charged on the amount of the partial prepayment from the date specified in the resolution and paid along with the partial prepayment. After the City has made the first certification of principal and interest to the County Auditor, prepayment will be accepted only for the total amount still owing including interest and must be made prior to November 15 of any year. If a parcel has two or more separate special assessments, prepayment of the remaining principal balance may be made on one or more assessment totals. Tax-exempt parcels such as churches and school properties may make only one partial prepayment to the first certification to the County Auditor. The remaining principal after the partial prepayment will be paid in equal installments over the remaining term of the special assessments.
6. Extensions. Where an improvement is designed for service of an area beyond that receiving the initial benefit, the City may pay for increased project costs due to such provisions for future service extensions. The City will levy assessments to cover this cost when a new improvement is installed as an extension of the existing improvement upon identification of such an additional amount in the notice of hearing for the extensions or new improvements. As an alternative, the City may assess these costs to the area of future benefit immediately.

7. Frontage Roads. Because frontage roads along highways or other arterial streets are deemed to be of benefit to commercial or industrial properties, the entire costs of any improvement on such frontage roads shall be assessable to the benefited properties, even if only those properties on one side of such frontage roads are benefited.
8. Project Assistance. If the City receives financial assistance from the Federal Government, the State of Minnesota, the County, or from any other source to defray a portion of the costs of a given improvement, such aid will be used first to reduce the “city cost” of the improvement. If the financial assistance received is greater than the “city cost,” the remainder of the aid will be placed in the Capital Improvement Fund to be applied towards other City projects.
9. Assessable Property. Property owned by the City and other political subdivisions including municipal building sites, parks and playgrounds, but not including public streets, alleys, and right-of-way, shall be regarded as being assessable on the same basis as if such property was privately owned. Private right-of-way shall be assessable.
10. Individual Benefits. The City must construct improvements specifically designed for or shown to be of benefit solely to one or more properties. The costs for these improvements will be assessed directly to such properties, and not included in the assessments for the remainder of the project. An example of this would be utility service lines running from the main lines to the property.
11. Benefit Appraisals. In the event that city staff has doubt as to whether or not the proposed assessments exceed the special benefits to the property in question, the City Council may order benefit appraisals as deemed necessary to support the proposed assessments.
12. Condemnation Awards. A property owner may elect to offset special assessments against condemnation awards. In such case, the property owner must execute an agreement (Net Assessment Agreement) with the City Council.

SECTION 7. METHODS OF ASSESSMENT.

Subd. 1. General Statement. There are different methods of assessment: per lot, adjusted front foot, and area. The feasibility report will recommend one or a combination of these methods for each project, based upon which method would best reflect the benefit received for the area to be assessed. The City Council will select the preferred method of calculating the assessments at the time the project is ordered.

Subd. 2. Policy Statement. The following methods of assessment, as described and defined below, are hereby established as methods of assessment in the City.

A. “Adjusted Front Footage” Method of Assessment.

The “cost per adjusted front foot” method of assessment shall be based on the quotient of the “assessable cost” divided by the total assessable frontage benefiting from the improvement. For the purpose of determining the “assessable frontage,” all properties, including governmental agencies, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, and “adjusted front footage” will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. Individual parcels by their very nature differ considerably in shape and area. The following procedures will apply when calculating adjusted front footage. The selection of the appropriate procedure will be determined by the specified configuration of the parcel. All measurements will be scaled from available plat and section maps and will be rounded down to the nearest foot dimension with any excess fraction deleted.

1. Rectangular Interior Lots. The rectangular lot is defined as having no more than 2.0 feet difference between the front and rear lot lines. The adjusted front footage is the actual front footage of the lot. For rectangular lots whose frontage is greater than its depth, the “odd shaped lot” method shall be used.
2. Odd Shaped Lots. For odd shaped lots such as exist on cul-de-sacs and curved streets where there is more than 2.0 feet of difference between the front and rear lot lines, and where the lots frontage is greater than its depth, the “odd shaped lot” method of determining the adjusted front footage shall be used. The adjusted front footage shall be computed by dividing the area of the lot by 12,000 square feet to determine the equivalent number of front footage units in the parcel. The number of units multiplied by 65 feet will give the adjusted front footage.
3. Corner Lot Adjustment. For street and trail assessments, the short side will be assessed the actual front footage. The long side will be assessed one-half the actual side footage or seventy-five (75) feet, whichever is greater. Sanitary sewer and watermain will only be assessed on the short side of a corner lot.
4. Zonal Assessment. When the street along the long side of a corner lot is improved, the cost shall be assessed equally to all lots within ½ block in each direction of the street improved. This method may be selected rather than the corner lot adjusted.

B. “Area” Method of Assessment.

The “area” method of assessment shall be based on the number of square feet or acres within the boundaries of the appropriate property lines of the areas benefiting from the project. The assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total assessable area. On large lots, the City Engineer may determine that only a portion of the lots receives the benefit and may select a lot depth for the calculations equal to the benefit received.

All properties included in the benefited area, including other governmental areas, churches, etc., shall be assessable. The following items may not be included in area calculations: public right-of-ways, and natural waterways, swamps and lakes and other wetlands designated by the Minnesota Department of Natural Resources or City. The City Engineer will make a recommendation on the boundaries or parameters of the benefited area in the feasibility report.

C. “Per Lot” Method of Assessment.

The “per lot” method of assessment shall be based on equal assessment of all lots within the benefited area. The “assessment per lot” shall be the quotient of the “assessable cost” divided by the total assessable lots or parcels benefiting from the improvement. For the purpose of determining the “lots” or “parcels” all parcels, including governmental agencies, shall be included in such calculations.

SECTION 8. STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS.

The following standards are hereby established by the City to provide a uniform guide for improvements within the City.

A. Surface Improvements. Surface improvements shall normally include all improvements visible on or above the ground within the right-of-way, and includes, but is not limited to trees, lighting, sidewalks, signing; street and accessory improvements such as drainage ponds and facilities, parking lots, parks and playgrounds.

Policy Statement. Prior to construction or completion of surface improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete partially completed improvements initiated previously. Concrete curbing or curb and gutter shall be installed at the same time as street surfacing.

B. Sub-Surface Improvements. Subsurface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and electric and gas utilities.

Main lines are the publicly owned and maintained lines or facilities such as trunk lines, interceptors, mains, and laterals. Service lines are those privately owned lines or facilities extending from the main line to the property line.

Policy Statement. Sub-surface improvements shall be made to serve current and projected land use. All installations shall conform to applicable standards established by local, state and/or federal agencies of competent jurisdiction. All installations shall also comply, to the maximum extent feasible, with nationally recognized standards such as those of the American Insurance Association.

Service lines from the lateral or trunk to the property line of all planned service locations such as residences or buildings shall be installed in conjunction with the construction of the mains.

SECTION 9. POLICIES OF REASSESSMENT.

The City shall design public improvements to last for a definite period. The life expectancy or service life shall be as stated in the policy statement of this section, or if different, shall be as stated in the resolution ordering improvement and preparation of plans.

A. Policy Statement. The following are the “life expectancies” or “service lives” of public improvements except as may be otherwise stated in the resolution ordering improvement and preparation of plans.

1. Sidewalks - 20 years.
2. Street improvements, including surfacing and curb and gutter - 20 years.
3. Ornamental street lighting - 20 years.
4. Water Mains - 20 years.
5. Sanitary Sewers - 30 years.
6. Storm Sewers - 30 years.

SECTION 10. ASSESSMENT COMPUTATIONS.

The following is the typical City assessment for various specified improvements.

A. Street and Curb and Gutter Improvements.

1. New Constructions. New streets are assessed 50% to the abutting benefited properties. Street and curb and gutter improvements will normally be assessed by the adjusted front foot method, however other methods may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the minimum design of 9-ton axle load. Oversizing costs which are incurred in excess of the above may be paid by: (1) State funds, (2) larger assessment rates to other benefited properties, (3) general obligation funds, or (4) any other method or combination of methods authorized by the City Council.
2. Reconstruction and Overlays. Street reconstructions and overlays are assessed 30% to the abutting benefited properties. New curb and gutter are 100% assessed.

3. Gravel Streets. Upgrading of existing gravel street by adding pavement, curb and gutter is considered new construction.
4. Seal Coats. Sealcoats are not being assessed.
5. Alleys. Upgrading existing gravel alleys by adding pavement is assessed 100% to all lots abutting on the alley in the block being improved. Reconstructing existing paved alleys are 100% assessed also.

B. Sidewalks and Trails.

1. New Construction. New sidewalks are assessed 100% to the abutting property on which the sidewalk is located.
2. Reconstruction. Replacement sidewalks are assessed 50% to the abutting property owner and 50% City funded.
3. Trails. Bituminous walkways and/or bicycle trails are not assessed, but rather funded by the City. New subdivisions are assessed 100% for bituminous walkways/bicycle trails.

C. Storm Sewer Improvements. Storm sewers are assessed on a project-by-project basis. Storm sewers in new subdivisions are considered an assessable improvement on an area basis.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area storm sewer charges are levied to all unplatted property at the time of platting, to re-plats that have not been charged trunk area charges when the land was originally platted, and to re-plats that have been charged trunk area charges when the land was originally platted but where the use is increasing (only the cost difference based on current and prior use is charged). The charges will be set in the annual fee schedule during the first City Council meeting in January of each year.

Normally, storm sewers are assessed on an area wide basis (square foot or acres), but in certain situations the per lot method or adjusted front method may be utilized at the City Council's discretion.

The replacement of existing storm sewers is assessed 30% with the remaining costs paid for by other funding sources identified by the City Council.

D. Sanitary Sewer Assessments. Assessments for sanitary sewer in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for sanitary sewers in commercial and industrial areas are based upon a standard size of 12-inch mains.

Oversizing costs due to larger mains and larger appurtenances will be paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area sanitary sewer charges shall be levied to all un-platted property at the time of platting and to re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule during the first City Council meeting in January of each year. Services installed to individual properties are fully assessed to the benefiting property.

Normally, sanitary sewers are assessed on an area wide basis (square foot or acres), but in certain situations the per lot method or adjusted front method may be utilized at the City Council's discretion.

Lateral benefit from major trunk sewers or interceptors is assessed to the properties benefited by the sewer. Any oversizing cost is assessed as described above.

The replacement of existing sewers is assessed 30% with the remaining costs paid for by other funding sources identified by the City Council.

Individual service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing sanitary services, but do not have mainline sewers adjacent, across or up to their property lines pay 50% of the assessment rate for the new mainline sanitary sewer as well as 50% of the cost associated with replacing the service lines.

Any existing service lines found to be defective as part of a street reconstruction are replaced as part of the project and assessed at 50% directly to the property.

E. Watermain Assessments. Assessments for watermains in residential areas are based upon the cost of construction of 6-inch mains, which is the smallest size installed in residential areas of the City. Assessments for watermains in commercial and industrial areas are based upon the standard size of 12-inch mains.

Oversizing costs due to larger mains and larger appurtenance are paid for by a combination of availability charges, user charges and/or trunk area assessment charges.

Trunk area water charges shall be levied to all un-platted property at the time of platting and to re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule during the first City Council meeting in January of each year. Services installed to individual properties shall be fully assessed to the benefiting property.

Normally, watermains are assessed on a per lot basis, but in certain situations the area or adjusted front method may be utilized at the City Council's discretion.

The replacement of existing watermains is assessed 30%.

Lateral benefit from major trunk water mains is assessed to properties benefited by the water main. Lateral water main assessments are based on the costs for an equivalent 6" diameter water main for residential properties and for an equivalent 12" diameter water main for residential properties and for an equivalent 12" diameter water main for commercial/industrial properties.

Individual service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing water services, but do not have mainline watermains adjacent, across or up to their property lines pay 50% of the assessment rate for the new watermain as well as 50% of the cost associated with replacing the service lines.

Any existing service lines found to be defective as part of the project, are assessed directly to the property.

F. Street Boulevard Trees. All street boulevard trees installed as part of new street constructions or in reconstructing existing streets shall be included as part of the overall project costs included in the assessment calculations.

G. Streetlights. All costs for new streetlights installed as part of constructing new streets or streetlights relocated as part of reconstructing streets are included in the overall project costs and included in the assessment calculations. In new subdivisions, the City may require the developer to finance street light improvement rather than assessing the cost.

H. Other Improvements. Based on the City Council determination, any other improvements may be fully assessed or assessed in part.

SECTION 11. DEFERMENT OF SPECIAL ASSESSMENTS.

Subd. 1. The Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability, and the City Clerk is hereby authorized to record the deferment of special assessments where the following conditions are met:

1. The applicant must apply for a deferment not later than 90 days after the assessment is adopted by the City Council.
2. The applicant must be 65 years of age or older or retired by virtue of permanent and total disability.
3. The applicant must be the owner of the property.
4. The applicant must occupy the property as his principal place of residence.
5. The average annual payment for assessments levied against the subject property exceeds one percent of the adjusted gross income of the applicant as evidenced by the applicant's most recent federal income tax return. The average annual payment of an assessment shall be the total cost of the assessment divided by the number of years over which it is spread.

Subd. 2 The deferment shall be granted for as long a period of time as the hardship exists and the conditions aforementioned have been met. However, it shall be the duty of the applicant to notify the City Clerk of any change in his status that would affect eligibility for deferment.

Subd. 3. The entire amount of deferred special assessments shall be due within sixty days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Clerk shall add thereto interest at a per annum interest rate of two percent (2%) above the bond interest rate and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

Subd. 4. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following:

1. The death of the owner when there is no spouse who is eligible for deferment.
2. The sale, transfer or subdivision of all or any part of the property.
3. Loss of homestead status on the property.
4. Determination by the Council for any reason that immediate or partial payment would impose no hardship.

State Law References(s): Minn. Stat. § 435.193, Senior Citizens or retired & disabled persons hardship special assessment deferral.