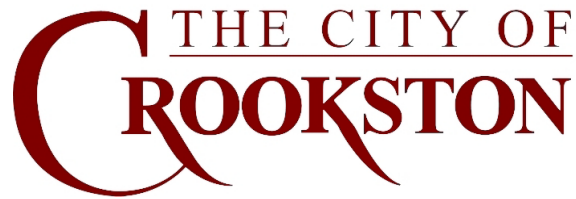


Mayor -Dale Stainbrook

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

November 27, 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 November 13, 2023.

6.02 Resolution to approve City of Crookston Bills and Disbursements in the amount of \$643,362.18 Check Nos 71735-71811.

6.03 Resolution regarding the Adoption of the 2023 Street Assessment on Project 990- Alexander Street.

6.04 Resolution regarding the Adoption of the 2023 Assessments for Unpaid Water and Sewer Charges and for Current Services.

6.05 Resolution regarding to not waive the Statutory Limits of Liability Established by Minnesota State Statute Section 466.04.

7. PUBLIC HEARINGS

8. REGULAR AGENDA

8.01 Resolution regarding the Cash Farm Lease near the Crookston Municipal Airport with C&D Reitmeier.

8.02 Resolution regarding the authorization and confirming the sale of real property by the City of Crookston to the Midwest Minnesota Community Development Corporation (MMCDC) regarding parcel 82.03936.00.

8.03 Resolution regarding the Crookston Single Family Housing Purchase Deferred Repayment Loan Lien on the Property owned by Bradley H Jenkins and Helen L Jenkins, a married couple regarding Document Number A000598987.

8.04 Resolution regarding a Conditional Use Permit with respect to parcel 82.00163.07.

8.05 Resolution regarding the engagement of Advanced Engineering & Environmental Services, LLC (AE2S) to perform Engineering Services.

9. REPORTS AND STAFF RECOMMENDATION

10. ADJOURNMENT

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

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

ROLL CALL

Council Members present in answer to roll call were: Tim Menard, Morgan Hibma, Kristie Jerde, Henry Fischer, Clayton Briggs, and Donald Cavalier. Council Member Klatt arrived at 5:35 PM

Council Members Absent: Joe Kresl

Staff present: Charles Reynolds, Chad Palm, Brandon Carlson, Shane Heldstab, Greg Hefta, Ashley Rystad, Audrey Passa, Charles Getsman and Karie Kirschbaum.

CROOKSTON FORUM

PRESENTATION AND PUBLIC INFORMATION ANNOUNCEMENT

APPROVAL OF AGENDA

Mayor Stainbrook asked if anyone wished to add any item to tonight's Agenda. Hearing none, on a motion by Council Member Menard, seconded by Council Member Briggs, Council Member Jerde asked if an item can be pulled from the regular agenda. City Clerk, Ashley Rystad responded, that the items on the regular agenda can be discussed but the items cannot be pulled. It will either be voted yay or nay. Mayor Stainbrook asked for a roll call to approve the agenda Council Members Menard, Hibma, Fischer and Cavalier voted yes. Council Members Jerde and Briggs voted no. City Clerk, Ashley Rystad responded that in order to pass anything per the City of Crookston Charter there must be five yes votes in order to be able to pass any resolutions. Council Member Jerde desired discussion regarding the Fireman's Association agreement before it goes through. City Clerk, Ashley Rystad responded once an item has a motion and a second motion that is when the Council can have the opportunity to discuss and vote yes or no on the agenda item. But if the Council does not have 5 members voting yes on any agenda item the item does not pass. Council Member Jerde and Council Member Briggs rescinded their votes from no to yes and the motion carried.

CONSENT 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 Cavalier, It was duly carried to approve the consent agenda.

- 6.01** Approve proposed City Council Minutes and Special City Council Minutes from October 23 & 30, 2023.
- 6.02** Resolution to approve City of Crookston Bills and Disbursements in the amount of \$1,312,703.81 Check Nos 71626-71734.(Res 27787)

PUBLIC HEARINGS

7.01 Mayor Stainbrook opened the public hearing on project No. 990. City Clerk Rystad stated the project details Alexander Street 4th Avenue to approximately 600 feet North by Street Reconstruction. This project has an estimated cost of \$589,668.66 with an amount to be assessed of \$152,825.26 The recommended term on the assessment is 20 years at 6.5% Interest. Mayor Stainbrook asked if anyone wished to be heard and upon hearing none, closed the public hearing.

7.02 Mayor Stainbrook opened the public hearing on the assessments for unpaid water and sewer charges for current services. The amount for the unpaid water and sewer charges is \$4,769.32. The amount for mowing charges is \$2,231.14. Each assessment is a 1-year term. Mayor Stainbrook asked if anyone wished to be heard and upon hearing none closed the public hearing.

REGULAR AGENDA

8.01 Motion made by Council Member Cavalier, seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. The designation of slum & Blighted areas in the City of Crookston. This is necessary so the Small Cities Development block grant program funding can be apply for regarding Ward 1 and 4. There are housing conditions that are identified and defined in the grant. There was a preliminary determination of 124 houses in the area that may be affected. It was duly carried to approve the Resolution regarding the Declaration of a Slum and Blighted Area within the City of Crookston. (Res 27788)

8.02 Motion made by Council Member Briggs, seconded by Council Member Klatt; City Administrator, Corky Reynolds briefed the Council. This is the preliminary application authorization. The City of Crookston has employed a grant writer by the name of John Wynne and he needs this authorization to submit the application on behalf of the City of Crookston for a potential 1.2 million dollars in funding. Council Member Menard asked for clarification if the City of Crookston would receive these funds and a homeowner wants to upgrade their blighted property would it be a grant or a loan. City Administrator, Corky Reynolds responded it could be either one or both. It was duly carried to approve the Resolution regarding authorization to submit a preliminary grant application to the Minnesota Department of Employment and Economic Development (DEED) regarding the Slum and Blighted Areas in the City of Crookston. (Res No.27789)

8.03 Motion made by Council Member Cavalier, Seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. This is the Audit report that was presented to the Ways and Mean Committee for its review. This resolution is the formal acceptance of the external audit. Council Member Jerde wanted to clarify based on the recommendations that the Council received from Miller McDonald those recommendations will be implemented and they will be assisted by the company that will be reconciling the bank statements for the last year that haven't been done and will the Council receive some type of update to confirm these items are happening. City Administrator, Corky Reynolds responded yes. It was duly carried to approve the Resolution regarding the acceptance of the external auditor's report and the audit of the City of Crookston financial statements and single audit for the year ending December 31, 2022. (Res No. 27790)

8.04 Motion made by Council Member Cavalier, Seconded by Council Member Fischer; City Administrator, Corky Reynolds briefed the Council. This is employment of the firm that was identified and presented to the Ways and Means Committee. They will be performing the reconciliation for all the bank reconciliation that have not been done and will also assist our Finance Department by proposing those items which should be changed in the policies and procedures as well as reviewing our external audit making recommendations and implementation. It was duly carried to approve the Resolution regarding the engagement of Clifton Larson Allen, LLP to perform specific accounting services. (Res No. 27791)

8.05 Motion made by Council Member Klatt, Seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. This is a recommendation to the City Council to approve the Firefighters Association Agreement. This has been negotiated thoroughly by the association, which is non-union and myself over a period of a year and it's a recommendation that the City Council approves this working agreement. Council Member Jerde is concerned that the City is going up \$23,000 in three years. City Administrator, Corky Reynolds responded that its important to note the \$40,900 has been maintained consistently since 2011. Now part of that freeze was in recognition of monies forwarded by the City to the Association regarding the purchase of buildings and that kind of thing. What the City did negotiate was those years that there had been no increases over 13 years and the percentages that could have been applied. The Fire Association has on the agenda to purchase a fire engine or recondition of one after that final session theses are the numbers that were agreed to and this is the recommendation. Council Member Jerde responded so outside of the dollar compensation what else is the City giving on behalf. City Administrator, Corky Reynolds said its in the contract itself and they will be performing certain training session and maintenance on the equipment and the City will be suppling them certain number of turnout gears in the contract itself. Further discussion was held between the members of the Fire association and the Council. It was duly carried to approve the Resolution regarding a working agreement with the Crookston Fire Association for the years 2024-2026. (Res No. 27792)

8.06 Motion made by Council Member Cavalier, Seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. This is a renegotiation of the Crookston Fire services to Polk County. The last time it was negotiated was in 2006 and based on the inflationary factor increase the amount and Polk County accepted that amount.

It was duly carried to approve the Resolution regarding Crookston Fire Services Outside City Limits for Polk County. (Res No. 27793)

REPORTS FROM CITY STAFF

Charles "Corky" Reynolds, City Administrator:

- Met with Audrey on a number of occasions with respect to budgets.
- Met with Department Heads regarding their budgets.
- Met with a number of citizens regarding various topics.

Shane Heldstab, Fire Chief:

- The Crookston Fire Department 6th full time employee started last week.
- Thank you to the Crookston Fire Association, during the entire time the City Fire Department was short staffed the Crookston Fire Association stepped up and helped cover the nights.
- The pump was put into the ladder truck and finish up the final test on that.
- Preparing for Toys for Tots that will be coming up shortly.
- This Saturday the Fire Department will be doing a control burn. Thank you to Cole Wagner and his family for supplying the house. It's one of kind training for individuals in this department.

Chad Palm, IT Director:

- Weston Hillier has started as an intern in the IT Department. He will be with the City of Crookston through March as he completes his 450 required hours.
- Connected the new vending machine at the Crookston Sports Center.
- Took administrative training for the City of Crookston's new phone systems.

Brandon Carlson, Utilities Director:

- Checked all the fire hydrants to make sure they are properly drained for the wintertime.
- The structure for the Jail grinder got lost in transit but, it finally showed up today.

Charles Getsman, Public Works Director:

- Next week the Street Department will be working on putting up the Christmas lights.
- Continuing to work on the backlog of trees and stump grinding.
- The team has also moved all the flood fighting equipment out from the airport and is ready to go.
- Finishing up blading the alleys.

Jake Solberg, Parks and Recreation Director:

- Garden Valley will be coming into the pool and putting up cameras.
- The pool will be setting up a new point of sale system.
- B4 Hockey vending machines was installed out at the Crookston Sport Center.

Karie Kirschbaum, Community Development Director:

- 2 Businesses are considering moving forward with purchasing property out at the Industrial Park.
- I will be out of the office regarding some joint replacement surgery for 6-8 weeks starting the Monday after Thanksgiving. The contact will be Corky or Kayla.
- Continued discussion regarding the purchase of Washington School building.
- Submitted the proposal to the MPCA included multitude of projects totaling \$1.45 million dollars.
- Working with Shannon Stassen to facilitate the project on the university side and the City side Dale Stainbrook.
- Working with the EDA board for permission to apply for another 600,000-dollar loan for Small business.

REPORTS FROM CITY COUNCIL MEMBERS

Kristie Jerde, Council Member 1st Ward,

- Attended the CVB meeting and they indicated they need to work on their budget for this upcoming year. Talked about implementing an app for all the events happening in Crookston. It would be like a One Stop Shop.

Henry Fischer, Council Member 2nd Ward,

- No report.

Clayton Briggs, Council Member 3rd Ward,

- There are a lot of Violations regarding not slowing down or stopping for a bus.

Donald R Cavalier, Council Member 4th,

- The University of Minnesota and the Rotary Club received from Polk County \$58,000 for students who would like to go back to school.
- Thank you to Karie.

Joe Kresl, Council Member 5th Ward,

- No report.

Dylane Klatt, Council Member 6th Ward,

- No report.

Tim Menard, Council Member-at-Large,

- Attended the most recent board meeting for the Golden Link if you're not a member to contact them. They are looking to increase their membership.

Morgan Hibma, Council Member-at-Large,

- No report.

Dale Stainbrook, Mayor,

- Don Cavalier has been a busy man regarding all the work he has done in his Ward.
- I had an opportunity to talk with Karie and Shannon regarding the Minnesota School design and I am excited to be a part of that process.

ADJOURNMENT

Mayor Stainbrook declared the meeting adjourned at 6:09 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 27th day of November 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	11/09/2023			071736		
C-CHECK	VOID CHECK	V	11/09/2023			071737		
C-CHECK	VOID CHECK	V	11/09/2023			071739		
C-CHECK	VOID CHECK	V	11/09/2023			071740		
C-CHECK	VOID CHECK	V	11/21/2023			071775		

* * 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:	5	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
			5	0.00	0.00	0.00
BANK: *		TOTALS:	5	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0299	CAPITAL BANK AND TRUST COMPANY DEF COMP WITHHOLDING	D	11/17/2023	450.00		001281		450.00
1550	P.E.R.A. PERA WITHHOLDING	D	11/17/2023	13,699.90		001282		
	I-PPF202311035506 PERA WITHHOLDING	D	11/17/2023	20,927.48		001282		34,627.38
2606	EFTPS FEDERAL TAX WITHHOLDING	D	11/17/2023	15,431.56		001283		
	I-T3 202311035506 FICA TAX WITHHOLDING	D	11/17/2023	13,075.76		001283		
	I-T4 202311035506 MEDICARE TAX WITHHOLDING	D	11/17/2023	5,062.50		001283		33,569.82
2607	MN DEPT OF REVENUE STATE TAX WITHHOLDING	D	11/17/2023	7,409.45		001284		7,409.45
2681	MN STATE RETIREMENT SYSTEM MN DEFERRED COMPENSATION-457B\$	D	11/17/2023	100.00		001285		
	I-SP2202311035506 HEALTH CARE SAVINGS PLAN	D	11/17/2023	541.20		001285		641.20
3047	CAPITAL BANK AND TRUST COMPANY DEF COMP EMPLOYER CONTRIBUTION	D	11/17/2023	66.44		001286		66.44
0299	CAPITAL BANK AND TRUST COMPANY DEF COMP WITHHOLDING	D	11/17/2023	1,200.00		001287		1,200.00
1550	P.E.R.A. PERA WITHHOLDING	D	11/17/2023	13,888.64		001288		
	I-PDC202311175512 PERA WITHHOLDING	D	11/17/2023	250.00		001288		
	I-PPF202311175512 PERA WITHHOLDING	D	11/17/2023	21,179.47		001288		35,318.11
2606	EFTPS FEDERAL TAX WITHHOLDING	D	11/17/2023	15,830.86		001289		
	I-T3 202311175512 FICA TAX WITHHOLDING	D	11/17/2023	13,980.46		001289		
	I-T4 202311175512 MEDICARE TAX WITHHOLDING	D	11/17/2023	5,298.58		001289		35,109.90
2607	MN DEPT OF REVENUE STATE TAX WITHHOLDING	D	11/17/2023	7,627.15		001290		7,627.15
2681	MN STATE RETIREMENT SYSTEM MN DEFERRED COMPENSATION-457B\$	D	11/17/2023	100.00		001291		
	I-SP2202311175512 HEALTH CARE SAVINGS PLAN	D	11/17/2023	531.20		001291		631.20
3047	CAPITAL BANK AND TRUST COMPANY DEF COMP EMPLOYER CONTRIBUTION	D	11/17/2023	66.44		001292		66.44

VENDOR SET: 01 City of Crookston
 BANK: AP BREMER BANK, N.A. - AP
 DATE RANGE: 11/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0650	ELAN FINANCIAL SERVICES CREDIT CARDS PAYMENT	D	11/20/2023	14,174.12		001293		14,174.12
3355	MINNESOTA REVENUE SALES AND USE TAX OCT 2023	D	11/20/2023	4,098.00		001294		4,098.00
1982	MADISON NATIONAL LIFE MADISON NATIONAL LIFE	R	11/09/2023	31.50		071735		
	I-LIB202309225491 LIFE INSURANCE BENEFIT	R	11/09/2023	335.50		071735		367.00
1982	MADISON NATIONAL LIFE LIFE INSURANCE BENEFIT	R	11/09/2023	341.00		071738		
	I-city oct adj MADISON NATIONAL LIFE	R	11/09/2023	26.00		071738		367.00
0412	AFSCME COUNCIL 65 UNION DUES WITHHOLDING	R	11/17/2023	520.20		071742		
	I-UDA202309225491 UNION DUES WITHHOLDING	R	11/17/2023	520.20		071742		1,040.40
1435	MINNESOTA BENEFIT ASOCIATION MINNESOTA BENEFIT ASOCIATION	R	11/17/2023	0.01CR		071743		
	I-MBA202309085476 INSURANCE WITHHOLDING	R	11/17/2023	71.47		071743		
	I-MBA202309225491 INSURANCE WITHHOLDING	R	11/17/2023	71.47		071743		142.93
1552	NCPERS GROUP LIFE INS. PERA LIFE INS WITHHOLDING	R	11/17/2023	208.00		071744		208.00
2482	UNITED WAY OF CROOKSTON, INC UNITED WAY WITHHOLDING	R	11/17/2023	30.00		071745		
	I-UW 202309225491 UNITED WAY WITHHOLDING	R	11/17/2023	30.00		071745		60.00
1222	LELS UNION DUES WITHHOLDING	R	11/17/2023	1,080.00		071746		1,080.00
1275	LOCAL # L - 3394 FIRE DEPT UNION DUES WITHHOLDING	R	11/17/2023	200.00		071747		200.00
0412	AFSCME COUNCIL 65 UNION DUES WITHHOLDING	R	11/17/2023	520.20		071748		
	I-UDA202310205505 UNION DUES WITHHOLDING	R	11/17/2023	520.20		071748		1,040.40
1435	MINNESOTA BENEFIT ASOCIATION MINNESOTA BENEFIT ASOCIATION	R	11/17/2023	0.01CR		071749		
	C-SEPT CITY ADJ 2023 I-MBA202310065492 INSURANCE WITHHOLDING	R	11/17/2023	71.47		071749		
	I-MBA202310205505 INSURANCE WITHHOLDING	R	11/17/2023	71.47		071749		142.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1552	NCPERS GROUP LIFE INS. I-LIP202310065492 PERA LIFE INS WITHHOLDING	R	11/17/2023	208.00		071750		208.00
2482	UNITED WAY OF CROOKSTON, INC I-UW 202310065492 UNITED WAY WITHHOLDING	R	11/17/2023	30.00		071751		
	I-UW 202310205505 UNITED WAY WITHHOLDING	R	11/17/2023	30.00		071751		60.00
1	MATULAC, HECTOR I-000202311145508 US REFUND	R	11/21/2023	21.59		071752		21.59
1	OVERHOLT, COLE I-000202311145509 US REFUND	R	11/21/2023	3.67		071753		3.67
1	BRONSON, JAMES I-000202311145510 US REFUND	R	11/21/2023	147.78		071754		147.78
1	WHITE, JASMINE I-000202311145511 US REFUND	R	11/21/2023	55.53		071755		55.53
4399	ABSOLUTE REGRIGERATION, LLC I-23277 DIAGNOSIS GLYCOL PUMP	R	11/21/2023	360.50		071756		360.50
0021	ADVANCED TIRE & AUTO SERV. LLC I-2270 SERVICE/INSTALL TIRES	R	11/21/2023	176.55		071757		176.55
1577	ALEX AIR APPARATUS INC. I-7528 AIR COMPRESSOR MAINTENANCE	R	11/21/2023	526.80		071758		526.80
4447	KARLA J ANDERSON I-102 AUDIT 2022 ACCTG SERVICES	R	11/21/2023	1,620.00		071759		1,620.00
2200	AUTO VALUE OF CROOKSTON I-76223740 OIL CHANGE	R	11/21/2023	75.67		071760		
	I-76225518 WINDSHIELD WASHER FLUID	R	11/21/2023	0.59		071760		
	I-76225687 HEAD LIGHT UNIT #123	R	11/21/2023	8.99		071760		
	I-76225702 OIL	R	11/21/2023	27.99		071760		
	I-76225768 MISC. SUPPLIES	R	11/21/2023	12.99		071760		
	I-76226011 BATTERIES, EXCHANGE, UNIT #81	R	11/21/2023	325.98		071760		
	I-76226355 UNIT #107 PAINT	R	11/21/2023	24.18		071760		476.39
4659	BEK SPORTS NETWORK I-104435 ADVERTISING	R	11/21/2023	800.00		071761		800.00

VENDOR SET: 01 City of Crookston

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

DATE RANGE:11/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0186	BERTIL'S GRAVEL & EXCAVATION L							
I-7964	STOCKPILE CITY YARD	R	11/21/2023	19,715.05		071762		
I-7983	LABUDDE SEWER	R	11/21/2023	4,259.50		071762		23,974.55
0203	BORDER STATES ELECTRIC							
I-927309282	SAFETY VEST	R	11/21/2023	64.00		071763		
I-927317106	STREET LIGHTS	R	11/21/2023	152.31		071763		
I-927325466	HARD HATS SAFETY EQUIPMENT	R	11/21/2023	188.14		071763		
I-927351939	SAFETY VESTS	R	11/21/2023	51.20		071763		455.65
0225	BRANDNER PRINTING							
I-54497	WHITE BOARD	R	11/21/2023	84.99		071764		
I-54558	SHOP SUPPLIES	R	11/21/2023	92.00		071764		176.99
3226	CHRISTIAN BROTHERS FORD, INC							
I-55956	SQUAD REPAIRS	R	11/21/2023	257.90		071765		257.90
3184	CINTAS CORPORATION							
I-4171424429	RUGS	R	11/21/2023	76.04		071766		
I-4172846057	RUGS	R	11/21/2023	76.04		071766		
I-4173564677	JANITOR SUPPLIES	R	11/21/2023	101.31		071766		
I-4173564682	FRONT AND REAR ENTRY MATS	R	11/21/2023	28.57		071766		
I-4173564761	LINEN SERVICE	R	11/21/2023	16.38		071766		298.34
0321	CITY OF EAST GRAND FORKS							
I-0005857	2023 3RD QTR HAMMEN	R	11/21/2023	2,543.71		071767		2,543.71
0337	COLE PAPERS INC.							
I-10365128	CLEANING SUPPLIES	R	11/21/2023	149.53		071768		149.53
0363	CROOKSTON BUILDING CENTER							
I-296462	TREE BROKE BOARD	R	11/21/2023	3.84		071769		3.84
0380	CROOKSTON FIREFIGHTERS ASSOCIA							
I-20231201	SEMI ANNUAL CONTRIBUTION	R	11/21/2023	20,450.00		071770		20,450.00
0389	CROOKSTON FUEL CO.							
I-20231031-PARK	OCTOBER 2023 FUEL	R	11/21/2023	926.04		071771		
I-20231031-STREET	OCTOBER 2023 FUEL	R	11/21/2023	3,613.48		071771		4,539.52
0425	CROOKSTON PAINT & GLASS							
I-59432	SUPPLIES	R	11/21/2023	130.73		071772		130.73

VENDOR SET: 01 City of Crookston

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

DATE RANGE:11/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0465	CROOKSTON WATER DEPARTMENT							
I-20231114	SERVICE 9/16-10/16/2023	R	11/21/2023	4,659.22		071773		4,659.22
0470	CROOKSTON WELDING INC.							
I-072875	OIL FILTER	R	11/21/2023	104.91		071774		
I-073028	WASTEWATER SAMPLES SHIPPING	R	11/21/2023	14.64		071774		
I-073207	LIGHT PLUG UNIT #85	R	11/21/2023	8.07		071774		
I-073221	PRESSURE WASHER NOZZLE	R	11/21/2023	18.98		071774		
I-073275	SHOP GRINDER WHEELS	R	11/21/2023	31.96		071774		
I-073301	OXYGEN FOR TORCH	R	11/21/2023	63.68		071774		
I-073340	STEEL FOR LOADER PLOW	R	11/21/2023	65.25		071774		
I-073386	ROUND WIRE PADS	R	11/21/2023	3.30		071774		
I-073498	UNIT #107 DRAW BAR	R	11/21/2023	187.30		071774		
I-073598	UNIT #107	R	11/21/2023	42.00		071774		540.09
0483	DACOTAH PAPER							
I-75815	JANITOR SUPPLIES	R	11/21/2023	85.95		071776		85.95
0487	DAKOTA SUPPLY GROUP							
I-S103072428.001	LEAD PJ COUPLING	R	11/21/2023	883.95		071777		883.95
1407	ERICKSON EMBROIDERY							
I-17203	CITY OF CROOKSTON LOGOS	R	11/21/2023	48.00		071778		48.00
0875	FLEET SUPPLY							
I-134308	CASTER WHEEL	R	11/21/2023	10.36		071779		
I-135057	UNIT #107 PINTLE HITCH	R	11/21/2023	69.89		071779		80.25
0721	GALSTAD, JENSEN & MCCANN, P.A.							
I-19356	CRIMINAL CASES	R	11/21/2023	61.50		071780		61.50
0909	GARDEN VALLEY TECHNOLOGIES							
I-101282486	CSC PHONES	R	11/21/2023	49.00		071781		49.00
4443	HAGL SERVICES LLC							
I-20231031	YOUTH HOCKEY REF SCHEDULES	R	11/21/2023	1,560.00		071782		1,560.00
2529	HALLER OVERHEAD DOOR, INC.							
I-2065	REPAIR GARAGE DOORS	R	11/21/2023	219.98		071783		219.98
3400	CROOKSTON HARDWARE HANK							
I-73012/2	BATTERY	R	11/21/2023	39.98		071784		
I-73040/2	MISC SUPPLIES	R	11/21/2023	37.21		071784		
I-73137/2	MISC. SUPPLIES	R	11/21/2023	15.26		071784		
I-73161/2	PVC ELBOW, ADAPTERS, CEMENT	R	11/21/2023	142.42		071784		234.87

VENDOR SET: 01 City of Crookston

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

DATE RANGE:11/09/2023 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1043	HAWKINS, INC							
I-6617044	POOL CHEMICALS	R	11/21/2023	264.31		071785		264.31
1006	HN QUALITY PLUMBING INC.							
I-43681	407 HOUSTON INSTALL HOSE BIB	R	11/21/2023	198.00		071786		
I-43686	413 HOUSTON INSTALL HOSE BIB	R	11/21/2023	298.59		071786		
I-43688	327 HOUSTON INSTALL HOSE BIB	R	11/21/2023	287.63		071786		
I-43696	308 HOUSTON INSTALL HOSE BIB	R	11/21/2023	198.00		071786		
I-43699	340 HOUSTON INSTALL HOSE BIB	R	11/21/2023	287.63		071786		
I-43705	410 HOUSTON INSTALL HOSE BIB	R	11/21/2023	201.99		071786		
I-43928	BATHROOM DRAIN UNPLUGGED	R	11/21/2023	55.50		071786		1,527.34
4288	BLAKE KAWLEWSKI							
I-20231117	STEEL TOE BOOTS, UNIFORM ALLOW	R	11/21/2023	298.97		071787		298.97
4642	KAWLEWSKI, KODY							
I-20231120	CLOTHING ALLOWANCE	R	11/21/2023	158.84		071788		158.84
4514	M & K PORTA POTTIES							
I-CRO11834	SERVICE PORTA POTTIES	R	11/21/2023	1,585.00		071789		1,585.00
2788	MARCO - NW 7128							
I-INV11847096	BARRACUDA LICENSING	R	11/21/2023	402.00		071790		402.00
3872	MARCO TECHNOLOGIES, LLC							
I-514925072	MFP PRINTERS	R	11/21/2023	492.34		071791		
I-515273464	MFP COPIERS	R	11/21/2023	864.29		071791		
I-515273530	E-GOLDFAX LICENSE	R	11/21/2023	68.34		071791		1,424.97
1333	MARSHALL AND POLK RURAL WATER							
I-20231027	WATER SERVICE 9/13-10/12/23	R	11/21/2023	35.83		071792		35.83
3608	MINNESOTA PUMP WORKS							
I-#INV022872	GRINDER ASSEMBLY	R	11/21/2023	61,465.00		071793		
I-#INV022873	FLEXRAKE PANEL	R	11/21/2023	213,720.00		071793		275,185.00
1482	MN DEPT OF HEALTH/DRINKING WAT							
I-20231121	WATER SUPPLY SERVICE CON. FEE	R	11/21/2023	6,296.00		071794		6,296.00
2880	NELSON INT'L							
I-X105069836:01	SENSOR UNIT #131	R	11/21/2023	21.40		071795		21.40
4673	NORTHERN KUSTOMZ & AUDIO							
I-6736	VEHICLE TAKE DOWN TRAINING	R	11/21/2023	600.00		071796		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1861 I-60428	OTTERTAIL POWER COMPANY-FF SERVICE 9/28-10/30/2023	R	11/21/2023	3,437.79		071797		3,437.79
1879 I-383397 I-383399	PALMER MASONRY & CONCRETE BACKFILL NEW SIDEWALKS INSTALL SONO-TUBES	R R	11/21/2023 11/21/2023	1,055.00 3,305.00		071798 071798		4,360.00
1872 I-20231101 I-20231101B	PKM ELECTRIC SERVICE 9/28-10/31/2023 9/28-10/31/2023	R R	11/21/2023 11/21/2023	51.00 66.00		071799 071799		117.00
1938 I-23-10018	POLK COUNTY SOLID WASTE INCINE FALL CLEAN UP	R	11/21/2023	5,164.00		071800		5,164.00
1935 I-45987 I-46881	POLK COUNTY TRANSFER STATION TRANSFER STATION EQUIPMENT DISPOSAL	R R	11/21/2023 11/21/2023	41.18 17.78		071801 071801		58.96
2100 I-20231027B	REGIONAL SANITATION SERV INC GARBAGE	R	11/21/2023	198.56		071802		198.56
3834 I-D053704 I-D053790 I-D053874	RMB ENVIRONMENTAL LABORATORIES CHEMICALS CHEMICALS CHEMICALS	R R R	11/21/2023 11/21/2023 11/21/2023	165.53 136.13 165.53		071803 071803 071803		467.19
2235 I-455851 I-455857	SEH, INC S.P. A6001-60 T-HANGAR DESIGN S.P. A6001-61 AWOS	R R	11/21/2023 11/21/2023	66,525.00 8,715.00		071804 071804		75,240.00
2032 I-192028313	SUMMIT FIRE PROTECTION/NIGHT O ANNUAL FIRE ALARM TESTING	R	11/21/2023	245.00		071805		245.00
2401 I-3007505785	TK ELEVATOR CORPORATION ELEVATOR REPAIR	R	11/21/2023	226.21		071806		226.21
3123 I-7679	VALLEY ELECTRIC OF CROOKSTON, ELECTRICAL WORK FOR NEW POLE	R	11/21/2023	1,235.00		071807		1,235.00
0400 I-4040275 I-4045286 I-4045578	VALLEY PLAINS EQUIPMENT BALL BEARING GEAR FOR BLOWER MOWER REPAIR	R R R	11/21/2023 11/21/2023 11/21/2023	6.64 82.65 66.52		071808 071808 071808		155.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2506	VERIZON WIRELESS							
I-9948405797	SERVICE 11/4-12/3/2023	R	11/21/2023	1,075.72		071809		1,075.72
2545	WIDSETH SMITH NOLTING & ASSOC,							
I-225708	AG INNOVATION FRANT FUND	R	11/21/2023	8,814.50		071810		
I-226385	AIC ENTRANCE RD THRU 10/13/23	R	11/21/2023	7,552.00		071810		
I-226387	BRIDGE SAFETY INSPECT. GIS SUP	R	11/21/2023	1,112.50		071810		17,479.00
2600	ZIEGLER INC.							
I-IN001252437	HOSES CONNECTORS UNIT #91	R	11/21/2023	387.02		071811		
I-IN001254195	OIL AND FILTERS	R	11/21/2023	217.01		071811		604.03

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	71	468,372.97	0.00	468,372.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	174,989.21	0.00	174,989.21
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
			85	643,362.18	0.00	643,362.18
BANK: AP	TOTALS:		85	643,362.18	0.00	643,362.18
REPORT TOTALS:			85	643,362.18	0.00	643,362.18

SELECTION CRITERIA

VENDOR SET: 01-CITY OF CROOKSTON
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/09/2023 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION ADOPTING ASSESSMENT PROJECT 990

WHEREAS: pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the improvement of **Alexander Street – 4th Avenue to approximately 600 feet North by Street Reconstruction**, Project No. 990.

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

- 1) Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
- 2) Such assessment shall be payable in equal annual installments extending over a period of 20 years, the first of the installments to be payable on or before the first Monday in January 2024 and shall bear interest at the rate of **6.5** percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2022. (The City Clerk shall be authorized to extend the length of the term of individual assessments upon the request of individual parcel owners.)
- 3) The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution, and the owner may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
- 4) The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad
City Clerk

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION ADOPTING CURRENT SERVICES FOR THE YEAR 2023

WHEREAS: pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the charges for 2023 current services (code enforcement – project No. 992, Mowing charges – project No. 996 and unpaid water bills- project No. 998), and

WHEREAS: pursuant to City Code Chapter 94, Section 94.19, the City Council has authorized the performance of certain services by City Crews, and

WHEREAS: these services have been performed and charges for such services have been tabulated, and

WHEREAS: certain of these charges have not been paid, and

WHEREAS: according to City Code Chapter 94, Section 94.01(J) and Minnesota Statute, Sec. 429.101, Subd. 1, such unpaid charges shall be made a special assessment against the properties involved.

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

1. Such proposed assessments, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the Special Assessments against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments shall be payable in one installment, at 0% interest with the taxes due and payable in the year 2024.
3. The owner of any property so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole assessment on such property to the City Clerk if the entire assessment is paid within 30 days from the adoption of this resolution.
4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest:

Dale Stainbrook
Mayor

Ashley Rystad
City Clerk

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION APPROVING TO NOT WAIVE THE STATUTORY LIMITS OF LIABILITY ESTABLISHED BY MINNESOTA STATE STATUTE SECTION 466.04

WHEREAS: Minnesota Statute Section 466.04 provides to Minnesota Cities statutory tort limits of \$500,000 on any claim to which statutory tort limits apply and \$1,500,000 for all claims from a single occurrence; and

WHEREAS: Minnesota Cities must on an annual basis make a decision to waive or not waive the statutory tort limits established pursuant Minnesota State Statute Section 466.04 which decision must be made by the members of the governing body that in the City of Crookston is the City Council; and

WHEREAS: The City of Crookston obtains liability coverage from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS: After review with its City Attorney and City Administrator the City Council in the City of Crookston carefully consider whether to waive or not waive the statutory limits of liability established by Minnesota Statute Section 466.04; and

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF CROOKSTON, MINNESOTA: That the City of Crookston **does not** waive the limits of statutory tort liability established by Minnesota Statutes Section 466.04.

IT IS FURTHER RESOLVED: The Mayor and City Administrator for the City of Crookston are authorized to sign the liability Coverage Waiver Form 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



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
• If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
• If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: City of Crookston

Check one:

[X] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

[] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:

Signature:

Position:

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO APPROVE THE CASH FARM LEASE WITH C&D REITMEIER

WHEREAS: The Cash Farm Lease Agreement between the City of Crookston and C&D Reitmeier, Inc. expires on November 30, 2023; and

WHEREAS: the expired lease relates to 356 acres of real property near the Crookston Municipal Airport, Kirkwood Field; and

WHEREAS: C&D Reitmeier, Inc. is the highest and only responsible bidder; and

WHEREAS: C&D Reitmeier, Inc. has proposed a lease agreement at a rate of \$110.00/acre for a total of \$39,160.000/year; and

WHEREAS: the City of Crookston Planning Commission has reviewed the real property to be leased at its meeting of November 21, 2023; and

WHEREAS: the City of Crookston Planning Commission has determined the disposition of the real property pursuant to a lease is consistent with the Comprehensive Plan for the City of Crookston; and

WHEREAS: the City of Crookston Planning Commission recommends a lease with C&D Reitmeier, Inc. regarding 356 acres; and

NOW THEREFORE IT IS RESOLVED: that the City Council of Crookston, Minnesota accept the bid of C&D Reitmeier, Inc. in the sum of \$110.00/acre for a total of \$39,160.00 annually for cash rent for three (3) farm seasons beginning with the 2024 farm season on the aforesaid lands.

IT IS FURTHER RESOLVED: that the City Council of Crookston, Minnesota authorizes the Mayor and City Administrator to enter into a lease agreement with the named high bidder C&D Reitmeier.

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

CASH FARM LEASE

LEASE made December 1, 2023, between City of Crookston ("Landlord") and C & D Reitmeier, Inc., a Minnesota corporation, ("Tenant")

- 1) **Property description:** Landlord hereby leases to Tenant, to occupy and use for agricultural and related purposes, the following described property:

--That part of Section One (1), Township One Hundred Fifty (150) North of Range Forty-seven (47) West of the Fifth Principal Meridian, as identified on the attached airport aerial map (Exhibit A), which is a part hereof; EXCEPT the operational areas colored in blue on said Exhibit A and ALSO EXCEPT that part marked "University", consisting of approximately 356 tillable acres situated in Polk County, State of Minnesota; ("the farm")

- 2.) **Time Period Covered:** This Lease will be in effect for three (3) farm seasons commencing on December 1, 2023, and ending on November 30, 2026.

- 3.) **Rent:**

- A) **Amount:** Tenant agrees to pay Landlord as cash rent the sum of Thirty-nine Thousand, one Hundred sixty and no/100ths Dollars (\$39,160) per farm season.

- B) **Payment Schedule:** The cash rent for each farm season will be paid as follows: One half (1/2) thereof on March 1 and one-half (1/2) thereon on December 1 of each year in which a farm season is subject to this Lease.

- C) **Rent Adjustment for Changed Acreage:** Landlord may reduce the actual tillable acreage available to Tenant at the effective date of this Lease by exercising its right to termination in paragraph 6. Landlord may acquire additional land for airport purposes situated in Polk County, State of Minnesota, which, if Landlord makes the additional land available to Tenant for farming during the term of this Lease, will become subject to the provisions of this Lease and any cropping and operational regulations as shown by any Amendments to the airport aerial map prepared by Landlord showing the added land. Landlord and Tenant agree that the annual cash rent payable under this Lease will be reduced or increased, as the case may be, by the sum of \$110.00 per acre for each acre of tillable land which is removed (by partial termination) or added to the farm (by additional acquired land being made available by Landlord to Tenant). Any rent adjustment will be effective in the first year of the Lease during which the removed or added acres of tillable land were unavailable or available to Tenant, as the case may be, for the planting, growing, and harvesting of crops.

- D) **Interest:** If rent is not paid when due, Tenant agrees to pay interest on the amount of unpaid rent at the rate of sixteen (16) percent per annum from the due date until paid.

- 4) **Operation and Maintenance of Farm:**

- A.) **Costs of Operation:** Tenant will pay all costs of operation and provide all equipment and labor necessary to properly maintain the farm during the period of this Lease.
- B.) **Good Husbandry:** Tenant will operate the farm in an efficient and husbandlike way so as to conserve Landlord's property.
- C.) **Noxious Weeds:** Tenant will use diligence to prevent noxious weeds from going to seed on the farm.
- D.) **Conservation:** Tenant will control soil erosion as completely as practicable; keep in good repair all ditches, inlets and outlets of tile drains; preserve all established water courses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.
- E.) **Damages:** When Tenant leaves the farm, Tenant will pay Landlord reasonable compensation for any damages to the farm for which Tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of Tenant are excepted.
- F.) **No Interference with Airport Use.** Because the farm is in the midst of Landlord's airport operations, Tenant agrees to conduct Tenant's farming operations according to the following:
 - 1) Cultivation within the operational areas colored in blue on the airport aerial map (Exhibit A) ("map") is not permitted. The blue area extends at least 125 feet on either side of the centerlines of the paved and turf runways respectively, and 200 feet beyond the point the paved runway ends.
 - 2) Low-growing crops such as hay and small grains which do not block the line of sight between runways are permitted within the orange-colored areas of the map. The outer limits of these areas extend 300 feet on either side of the runway 13/31.
 - 3) Crops are permitted within the red and brown colored "clear zone" areas on the map provided the full-grown crops will not penetrate the 20:1 and 40:1 approach slopes starting from the ends of the primary surface, i.e. the end of the turf runways, and 200 feet out from the ends of Runway 13/31.
 - 4) Corn, sunflowers, or other higher growing crops are permitted within the yellow colored areas on the map provided the crop does not block the line of sight between runways and does not penetrate a 7:1 slope commencing from the sides of the primary surfaces or the 20:1 and 40:1 approach slopes starting from the end of the primary surface of the turf and paved runways respectively. The primary surface extends 250 feet on either side of the centerline and 200 feet beyond the ends of Runway 13/31 and 125 feet on either side of the centerlines and to the ends of the turf runways.

- 5) Farm equipment will not cross or protrude upon any airport runway, taxiway or terminal. Tenant must insure that the operations and parking of farm equipment on the farm does not interfere with the safe operation of the airport.

5) **Right of Entry**

- A) General. Landlord has the right to enter the farm at any reasonable time to consult with Tenant, make repairs, improvements and inspections; and after the crop is harvested in the last farm season of this Lease, do plowing, discing, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with Tenant in carrying out regular farm operations.
- B) Specific. Tenant will permit Landlord, its agents, employees and contractors, access to and the right to enter the farm at any and all reasonable times for all reasonable purposes connected with Landlord's interest in the farm, including, but not limited to:
 - a. Providing for the proper leveling and drainage of the farm. It is desired that the farm be made as level as and as well-drained as is reasonably possible and that Tenant will so plow, cultivate and farm the farm in such a manner as to leave the farm as substantially level at the terminations of this Lease as at its commencement, and affording as good drainage thereon as reasonably may be, and in doing the plowing the other work upon the farm, Tenant will cooperate with Landlord in such work as Landlord may desire to do upon the farm for the purpose of leveling the farm and providing proper drainage. It is understood that Landlord reserves the right to do such work as may be deemed conducive to the leveling and drainage of the farm, such work to be done in a manner which will not injure growing crops.
 - b. Providing by the planting of trees, shrubs or other plants or otherwise for the establishment and maintenance of a windbreak to reduce snow drift into the terminal and runway areas of the airport.
- 6) **Landlord's Right to Use the Farm.** In the event that Landlord, through the City Council of the city of Crookston, in its discretion and for any reasonable purpose whatsoever, deems the farm or any part thereof to be immediately needed by Landlord, the Landlord has the right and option to immediately terminate this Lease as to the whole or any part of the farm, by a Resolution affirmative vote of five Council Members, or four Council Members and the Mayor or the Assistant Mayor in the event of a tie, declaring such termination. Upon personal service upon the Tenant or the mailing to Tenant at Tenant's last known address, by certified mail, of a certified copy of such resolution terminating this Lease as to the whole or any part of the farm, Landlord will be entitled to immediately enter and take possession of the whole or part of the farm described in said Resolution, as to which such termination is made. In the event such termination is made after the Tenant has performed work preparatory to the seeding of crops on such part of the farm as to which the termination is made and before the crops therein have matured and been severed from the ground, then Tenant will be entitled to be paid by Landlord the reasonable value of this work and seed sown on such part or parts of the farm as to which the termination is made, but no more. It is distinctly understood that Tenant

will not be entitled to recover from Landlord any damage on account of the loss or growing crops on the part of the farm as to which such termination is made.

- 7) **Right of Re-Entry Upon Default:** In the event Tenant fails to make rent payments as specified herein, or to pay any of the rent when due, or fails to fulfill any of its promises herein contained, Landlord has the right to re-enter and take possession of the farm, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by Tenant for the full term of this Lease.
- 8) **Transfer of Property:** Except as otherwise expressly stated herein, if Landlord should sell or otherwise transfer title to the farm, Landlord will do so subject to the provisions of this Lease.
- 9) **No Right to Sublease:** Landlord does not convey to Tenant the right to lease or sublease any part of the farm or to assign the lease to anyone.
- 10) **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
- 11) **Parties Bound:** Landlord and Tenant and all parties who lawfully succeed to their rights and responsibilities are bound by this Lease.
- 12) **Captions:** Captions in the paragraphs of this Lease are for convenience of reference only.
- 13) **No Partnership, Joint Venture, or Fiduciary Relationship Created:** Nothing contained in this Lease will be interpreted to create a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant. The only relationship created by this Lease is one of the landlord and tenant.
- 14) **Cumulative Rights:** The listing of a right or remedy in this Lease given to or kept by Landlord or Tenant is not intended to prevent Landlord or Tenant from using any other right or remedy they may have.
- 15) **Entire Agreement:** All promises Landlord and Tenant have made are contained in this Lease.
- 16) **Attorney's Fees:** In any action or proceeding arising out of this Lease, the Prevailing party is entitled to reasonable attorney's fees and costs.
- 17) **Minnesota Law:** This Lease will be construed and enforced in accordance with the laws of the State of Minnesota.
- 18) **Notices:** Notices required or allowed by this Lease must be written and delivered by certified mail, return receipt requested, addressed to Landlord or Tenant at the address stated in this Lease. Landlord or Tenant may change the address by writing notice.

19) **Additional Provisions:** Tenant agrees to leave the farm in a plowed condition at the termination of this Lease.

The parties herto acknowledge receipt of a copy of this lease. Tenant will not apply any chemicals or plant any crops on the farm which may carry over beyond the termination of this lease without first obtaining the written permission of landlord.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective the day and the year first above written.

Landlord's Address:

City of Crookston
124 North Broadway
Crookston, MN 56716

LANDLORD:
THE CITY OF CROOKSTON

By _____
Dale Stainbrook, Mayor

By _____
Charles Reynolds, City Administrator

Tenant's Address

20906 275th Avenue SW
Crookston, MN 56716

TENANT:
C & D REITMEIER, INC.

By _____
Jim Reitmeier, Its President

PERSONAL GUARANTY

By signing below, I unconditionally guarantee the payment of all rent under this Lease and all of the obligations of the Tenant under the Lease. I agree that all of the terms of the Lease will apply to me. I understand that I am personally responsible for the items even though Tenant is also. Landlord may sue me, Tenant, or anyone else, or any of us together, to enforce this guaranty. Landlord does not have to tell me that Tenant has defaulted. Landlord may release Tenant or anyone else and I will still be obligated under this guaranty. If Landlord gives up any of these/its rights, it will not affect my duty to perform this guaranty. Extending, renewing or rescheduling any of the obligations I guarantee will not affect my duties under this guaranty.

Jim Reitmeier, Individually

STATE OF MINNESOTA)
)ss.
County of Polk)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Dale Stainbrook and Charles Reynolds, the Mayor and City Administrator, respectively, in behalf of the City of Crookston, a Minnesota Municipal Corporation, Landlord.

NOTARIAL STAMP OR SEAL

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

STATE OF MINNESOTA)
)ss.
County of Polk)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Jim Reitmeier, as President of C & D Reitmeier, Inc., Tenant.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

**RESOLUTION AUTHORIZING AND CONFIRMING THE SALE OF REAL PROPERTY
BY THE CITY OF CROOKSTON TO MIDWEST MINNESOTA COMMUNITY DEVELOPMENT CORPORATION(MMCDC)**

WHEREAS: The City of Crookston did on and prior to June 20, 2002 own and have sole legal right, title, and interest in and to Lot Twelve (12) Block Three (3) Eickhof 3rd Resubdivision, being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second subdivision, Crookston, Minnesota and Platting of the NW ¼ SW ¼ of Sec. 29, Twp. 150 R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in the and for the County of Polk and State of Minnesota; and

WHEREAS: MMCDC as the Buyer agreed to pay for the property described in the purchase agreement the sum of five thousand dollars (\$5,000) and,

WHEREAS: The total purchase price of five thousand dollars (\$5,000) has been paid to the City of Crookston; and

WHEREAS: The City of Crookston did provide a warranty deed to MMCDC which deed is dated June 20, 2002. The deed was recorded December 26, 2002, as document number A000598980 in the office of Polk County Recorder; and

WHEREAS: No resolution authorizing the sale Lot Nine (9) Block Three (3) Evergreen Estates Subdivision, City of Crookston, Polk County, MN to any individual or entity has been passed or enacted by the Crookston City Council and,

WHEREAS: The City Council of the City of Crookston desires to confirm the authorization of the City of Crookston to transfer any and all legal right, title, and interest in Lot Twelve (12) Block Three (3) Eickhof 3rd Resubdivision, being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second subdivision, Crookston, Minnesota and Platting of the NW ¼ SW ¼ of Sec. 29, Twp. 150 R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in the and for the County of Polk and State of Minnesota designated as parcel 82.03936.00 to MMCDC; and

WHEREAS: The City Council of the City of Crookston desires to confirm the authorization of through its City Council to transfer of any and all interest in and to Lot Twelve (12) Block Three (3) Eickhof 3rd Resubdivision, being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second subdivision, Crookston, Minnesota and Platting of the NW ¼ SW ¼ of Sec. 29, Twp. 150 R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in the and for the County of Polk and State of Minnesota designated as parcel 82.03936.00 to MMCDC; and

NOW THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF CROOKSTON does authorize, ratify, confirm and validate the transfer of all right, title, and interest of the City of Crookston with respect to Lot Twelve (12) Block Three (3) Eickhof 3rd Resubdivision, being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second subdivision, Crookston, Minnesota and Platting of the NW ¼ SW ¼ of Sec. 29, Twp. 150 R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in the and for the County of Polk and State of Minnesota designated as parcel 82.03936.00 by warranty deed to MMCDC.

IT IS FURTHER RESOLVED: The Mayor and City Administrator of the City of Crookston are authorized to execute such documents as are necessary to approve the transfer of the real property legally described as Lot Twelve (12) Block Three (3) Eickhof 3rd Resubdivision, being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second subdivision, Crookston, Minnesota and Platting of the NW ¼ SW ¼ of Sec. 29, Twp. 150 R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in the and for the County of Polk and State of Minnesota designated as parcel 82.03936.00 to MMCDC.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad
City Clerk

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION TO APPROVE CROOKSTON SINGLE FAMILY HOUSING PURCHASE DEFERRED REPAYMENT LOAN LIEN ON THE PROPERTY OWNED BY BRADLEY H JENKINS AND HELEN L JENKINS A MARRIED COUPLE DOCUMENT #A000598987

WHEREAS: Bradley H Jenkin and Helen L Jenkins, a married couple did on the 20th day of December 2002, enter into a Crookston Single Family Housing Loan Program Deferred Loan Repayment and lien; and

WHEREAS: The City of Crookston paid \$30,000 to Bradley H Jenkin and Helen L Jenkins, a married couple as a no interest loan for a home purchase; and

WHEREAS: The proceeds of the loan were used for a home purchase relating to real estate in the City of Crookston 1107 3rd Avenue NE; and

WHEREAS: The City of Crookston wished to secure the repayment of the loan with the lien on the property owned by Bradley H Jenkin and Helen L Jenkins, a married couple; and

WHEREAS: Bradley H Jenkin and Helen L Jenkins, a married couple, did on the 20th day of December 2002 own real property situated in the County of Polk and City of Crookston legally described as Lot twelve (12), Block Three (3), Eickhof Third Resubdivision being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second Subdivision, Crookston, Minnesota and platting of the NW ¼ SW ¼ of Sec 29, Twp. 150 N. R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in and for the County of Polk and State of Minnesota; and

WHEREAS: Bradley H Jenkin and Helen L Jenkins, a married couple I granted to the City of Crookston a lien of real property located in the City of Crookston with respect to the Crookston Single Family Housing Purchase Deferred repayment agreement; and

WHEREAS: The lien was certified, filed, and recorded in the office of the Polk County Recorder on December 26, 2002 and designated as document #A000598987; and

WHEREAS: the Deferred Loan Repayment Agreement and lien indicated that after the 10th year after the date of the loan, that being December 20, 2012, or anytime thereafter the real estate was not sold, transferred or otherwise conveyed, owner shall have no obligation to repay the loan or any portion thereof to the City of Crookston; and

WHEREAS: The real property described as Lot twelve (12), Block Three (3), Eickhof Third Resubdivision being a replat of Lots 1 thru 6, Block 1 and Lots 6 thru 11, Block 2, Eickhof Second Subdivision, Crookston, Minnesota and platting of the NW ¼ SW ¼ of Sec 29, Twp. 150 N. R. 46 W according to the official plat thereof on file and of record in the office of the County Recorder in and for the County of Polk and State of Minnesota continued to be owned and not sold, transferred or otherwise conveyed the lien and the City did not on or before December 20, 2012 commence any action to foreclose the lien and did not file a notice of an action of lien foreclosure or intent to do so; and

NOW THEREFORE, BE IT RESOLVED: the City of Crookston execute a Satisfaction of lien with respect to the Crookston Single Family Housing Purchase Deferred Loan Repayment Agreement and lien which was recorded in the office of the Polk County Recorder on December 20, 2002, designated as document #A000598987.

IT IS FURTHER RESOLVED, the Mayor and City Administrator for the City of Crookston are authorized to sign and execute a lien Satisfaction and any and all documents necessary to release and satisfy the lien obtained on the 20th of December 2002 which is filed in the office of the County Recorder for Polk County and designated as document #A000598987.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad
City Clerk

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING A CONDITIONAL USE PERMIT WITH RESEPECT TO PARCEL 82.00163.07

WHEREAS: A& E Partnership is the legal owner of real property described as part of the Southwest Quarter Commencing 774.9', South of the Northwest Quarter; Easterly 944.93', Southwestly 460.83,' Southwestly 44.31,' Southwestly 354.87,' Southwestly 685.91,' Northly 524.03', Easterly 350', Northly 200', Westly 350', & Northly 400.02' to POB Section 01 Township 149 Range 047 designated as parcel number 82.00163.07; and

WHEREAS: The business operation conducted upon the described parcel 82.00163.07 is a scrap processing facility which includes auto storage, use auto parts, metal salvage, auto crushing and junk yard; and

WHEREAS: The real property designated as parcel number 82.00163.07 is located within a heavy industrial zone (I1); and

WHEREAS: The City of Crookston City Code 152.65 D Number 3 permits and allows with a conditional use auto wrecking, junk yard, used auto parts (open storage) and similar uses; and

WHEREAS: The Planning Commission of the City of Crookston met on November 21, 2023 review and concerned the information presented regarding the requested conditional use permit such information presented by the owner of parcel number 82.00163.07; and

WHEREAS: The Crookston Planning Commission recommends the Crookston City Council grant a conditional Use permit with respect to parcel number 82.00163.07 to allow use as an auto wrecking, junk yard, used auto parts (open storage) auto crushing and metal salvage; and

NOW THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF CROOKSTON approve the conditional use permit with respect to parcel 82.00163.07 be granted allowing auto wrecking, junk yard, used auto parts (open storage) auto crushing and metal salvage.

IT IS FURTHER RESOLVED: The Mayor and City Administrator of the City of Crookston are authorized to execute such documents as are necessary to approve the conditional use permit with respect to parcel 82.00163.07.

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

Council Members voting in the affirmative:

Council Members in the negative:

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

signature this _____ Day of _____, 2023, at

Attest: _____ Mayor
Dale Stainbrook

Ashley Rystad City Clerk

RESOLUTION NO. _____

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

Member _____ offered the following resolution which was seconded by Council

Member _____,

RESOLUTION REGARDING THE ENGAGEMENT OF ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES, LLC (AE2S) TO PERFORM ENGINEERING SERVICES.

WHEREAS: the City of Crookston's Financial Department is in need of assistance with respect to evaluation of the City of Crookston infrastructure including water, wastewater, sewer, Street lights, Signage, Sidewalks and roadways; and

WHEREAS: the City of Crookston prepared and published a request for proposals with respect to obtaining and engineering entity to provide an evaluation of the City of Crookston infrastructure including water, wastewater, sewer Street lights, Signage, Sidewalks and roadways; and

WHEREAS: The City of Crookston received 6 proposals with respect to an engineering firm to provide evaluation of the City of Crookston infrastructure including Water, Wastewater, Sewer Street lights, Signage, Sidewalks and Roadways; and

WHEREAS: The 6 proposals received were evaluated by the City of Crookston Public Works Director, Utilities Supervisor and City Administrator; and

WHEREAS: The City of Crookston Public Works Director, Utilities Supervisor and City Administrator engaging AE2S to provide engineering services with respect to evaluation of the City of Crookston infrastructure including Water, Wastewater, Sewer Street lights, Signage, Sidewalks and Roadways; and

WHEREAS: The terms and conditions of a proposed engagement present by AE2S 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 AE2S professional engineering services with respect to an evaluation of the City of Crookston infrastructure including Water, Wastewater, Sewer Street lights, Signage, Sidewalks and Roadways.

IT IS FURTHER RESOLVED: the Mayor and City Administrator for the City of Crookston are authorized to sign and enter into an engagement on behalf of the City of Crookston with AE2S and any amendment thereto regarding the engineering services related to evaluation of the City of Crookston infrastructure.

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