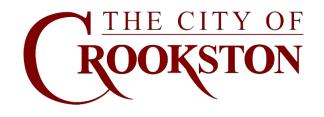
#### **Council Members:**

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**

February 12, 2024 - 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. <u>CROOKSTON FORUM</u> - 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. <u>APPROVE AGENDA</u> Council Members may add items to the agenda including items contained in the Council Information memorandum for discussion purposes or staff direction only. The Council will not usually take official action on items added to the agenda.
- 6. <u>CONSENT AGENDA</u> 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 January 22, 2024.
  - 6.02 Resolution to approve City of Crookston Bills and Disbursements for \$479,521.69 Check Nos 72140-72254
  - **6.03** Resolution regarding the approval of the license renewals for 2024 Gas Fitters and Cement Mason(continued).
  - 6.04 Resolution regarding appointing Election Judges for the Presidential Primary Election 2024.
  - **6.05** Resolution calling for a Public Hearing for citizen input regarding the Small Cities Grant Application.

# 7. PUBLIC HEARINGS

- **7.01** Public Hearing regarding proposed 2024 Street Improvement Project Houston Avenue Reconstruction from Hunter Street to South Ash Street.
- **7.02** Public Hearing regarding proposed 2024 Street Improvement Project Euclid Avenue Reconstruction from Guthrie Street to McKinley Blvd.
- **7.03** Public Hearing regarding proposed 2024 Street Improvement Project Agricultural Road Extension approximately 1,100 feet to the south of the existing road.
- **7.04** Public Hearing regarding proposed 2024 Street Improvement Project North Broadway bituminous mill and overlay from Sixth Avenue Northwest to Fisher Avenue.
- **7.05** Public Hearing regarding proposed 2024 Street Improvement Project 3<sup>rd</sup> Avenue Southwest Bituminous reclaim/milling & Paving from Old Trunk Highway (T.H.) 75 to Bruce Street.
- **7.06** Public Hearing regarding the old bus garage building located at 115 East 4<sup>th</sup> Street.

#### 8. REGULAR AGENDA

- **8.01** Resolution approving the State of Minnesota Joint Powers Agreements with the City of Crookston on behalf of its City Attorney and Police Department.
- **8.02** Resolution regarding the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.
- **8.03** Resolution regarding Intermediary Relending Program (IRP) loan request of L & C Stahlecker & Sons, LLC, and Stahlecker Hospitality LLC doing business as (DBA) Crookston inn & Convention Center.

# 9. REPORTS AND STAFF RECOMMENDATION

#### 10. ADJOURNMENT

OFFICIAL MINUTES OF THE CROOKSTON CITY COUNCIL, POLK COUNTY, MINNESOTA. THE REGULAR COUNCIL MEETING OF JANUARY 22, 2024, 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: Kristie Jerde, Henry Fischer, Clayton Briggs, Donald Cavalier, Joe Kresl, Dylane Klatt, Tim Menard, and Morgan Hibma.

Council Members Absent:

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

#### **CROOKSTON FORUM**

#### PRESENTATION AND PUBLIC INFORMATION ANNOUNCEMENT

- **4.01** Children's lives are safer when communities prioritize pedestrian and bicycle safety. Winter Walk to School Day is a special event to help make walking and biking more visible, fun, and rewarding for children and to encourage parents and students to make walking and biking to school a habit. Mayor Stainbrook declared February 7, 2024, Winter Walk to School Day.
- **4.02** Bill Conboy from Clifton, Allen, Larson, LLP presented a Rapid Assessment of the City of Crookston Finance Department. The City of Crookston has gone through significant changes this past year. Through leadership and staff changes, the City of Crookston has lost significant experience and capacity required to maintain its finance and accounting functions at a level that best safeguards City assets, ensures timely and accurate financial reporting, and fulfills all compliance and stakeholder reporting requirements. The recommendation Clifton, Allen, Larson, LLP is to add a Senior Accountant and move payroll and benefits management to the Finance Department. Consider outsourcing payroll preparation and benefits, if cost-effective, evaluate all major processes in conjunction with Enterprise Resource Planning (ERP) system upgrade and develop grant management policies and procedures.
- 4.03 Chet Bodin from the Minnesota Department of Employment and Economic Development (DEED) presented along with Karie Kirschbaum, Crookston EDA Director regarding land at the industrial Park requesting a grant from the Minnesota Rail Service Improvement Program (MRSI) to assist in the financing of a rail spur and track system. The request to consider by the City Council is an in-kind donation of the potential needed 15 acres and a Memorandum of Understanding (MOU). It was a consensus of the City Council to direct the City Administrator and the City Attorney to prepare a Memorandum of Understanding (MOU) for the potential donation at the appropriate time of 15 acres. The City of Crookston will know if they receive the grant around April 2024.

#### **APPROVAL OF AGENDA**

Mayor Stainbrook asked if anyone wished to add any item to the agenda. Ashley Rystad, City Clerk requested to add item 8.07 a Resolution calling for a public hearing regarding the property located at 115 East 4th Street (Old Bus Garage Building). On a motion by Council Member Klatt, seconded by Council Member Cavalier it was duly carried to approve the agenda.

#### **CONSENT AGENDA**

Mayor Stainbrook asked if anyone wished to remove any item from the Consent Agenda. Council Member Jerde asked to remove item 6.04 a Resolution regarding approving the Manufactured Home Park Evacuation Plan and 6.05 Resolution authorizing a grant contract agreement for the Violent Crime Enforcement Teams (VCET) for Years 2024 and 2025 to have further discussion on those resolutions. 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 from January 8, 2024.
- Resolution to approve City of Crookston Bills and Disbursements for \$860,269.97 Check Nos 72051-72139. (Res No 27836)
- 6.03 Resolution regarding payment estimate #3 (final) 2023 Street Improvement Rebid.(Res No. 27837)
- **6.04** Removed for further discussion to item 8.08.
- **6.05** Removed for further discussion to item 8.09.
- Resolution regarding the approval of the license renewals for 2024 Gas Fitters and Cement Mason(continued). (Res No. 27838)
- **6.07** Resolution regarding the approval of the license renewals for 2024 MISC(Continued). (Res No. 27839)

#### **REGULAR AGENDA**

- **8.01** Motion made by Council Member Cavalier, seconded by Council Member Menard; City Administrator, Corky Reynolds briefed the Council. This Preliminary Engineers Report is the streets in the City of Crookston proposed to be improved. The public hearing regarding these proposed improvements will be on February 12, 2024. It was duly carried to approve the Resolution accepting the Preliminary Engineer's Report and calling for a public hearing for the 2024 Street Improvements. (Res No 27840)
- **8.02** Motion made by Council Member Briggs, seconded by Council Member Fischer; City Administrator, Corky Reynolds briefed the Council. The City of Crookston has been working with the University of Minnesota Crookston as well as a number of other entities interested in reducing greenhouse gases and emissions. There is potentially 22 million dollars for the City of Crookston to have inspections, analysis, and money available for the replacement of all of those items within a home that would effect pollution. The Minnesota Pollution Control Agency (MPCA) determined Wards one (1), four (4), and five (5) needed the most attention at the moment. After discussion, it was duly carried to approve the Resolution regarding the United States Environmental Protection Agency, Climate, Pollution, Reduction Grant. (Res No.27841)
- **8.03** Motion made by Council Member Menard, Seconded by Council Member Cavalier; City Administrator, Corky Reynolds briefed the Council. The City of Crookston initially had a campground with a proposed bathhouse the original bids for this bathhouse came back too high. The City of Crookston redesigned the bathhouse from the original storm shelter and those bids were also too high. The City of Crookston communicated with the grant administrator, and she suggested a preconstructed bathhouse. It was duly carried to approve the Resolution receiving and approving plans and specifications regarding a pre-constructed modular bathhouse located in Crookston Central Park Campground. (Res No. 27842)
- **8.04** Motion made by Council Member Menard, Seconded by Council Member Briggs; City Administrator, Corky Reynolds briefed the Council. At the last meeting, the City Council approved the Intermediary Relending Program (IRP) criteria and guidelines. The committee had a meeting and discussed applications from Scooters and unanimously approved and recommended awarding Scooters up to 250,000 dollars in an IRP loan. It was duly carried to approve the Resolution regarding the Intermediary Relending Program (IRP) recommendation of loan approval from the request of CRK Coffee, LLC doing business as (DBA) Scooter's Coffee. (Res No. 27843)
- **8.05** This item was discussed during presentation 4.03 regarding the Minnesota Rail Service Improvement (MRSI) at the Industrial Park. It was a consensus of the City Council to direct the City Administrator and the City Attorney to prepare a Memorandum of Understanding (MOU) for the potential donation at the appropriate time of 15 acres.
- **8.06** City Administrator, Corky Reynolds briefed the Council. This is a proposed amendment to our presently existing ordinances. Essentially the City has two options, one, is that the City can go through the process of amending our present ordinance. The second option is to rescind our ordinances entirely and adopt the current State Statute. Tanner Holten, City Attorney addressed the City Council and explained his office was tasked with just modifying the alcohol ordinance to allow certain interested businesses to brew their intoxicating malt beverages and it sounds like there was support for that. After working through modifications of the City's ordinances it became clear that the City of Crookston's existing ordinance may be a outdated. After a discussion among the City Council Members, it was consensus by the City Council members to go with Exhibit B the Current State Statute and make sure the language for the University of Minnesota Crookston athletic regarding alcoholic beverages during a sporting event.

- **8.07** Motion made by Council Member Briggs, seconded by Council Member Cavalier; City Administrator, Corky Reynolds briefed the Council. This resolution authorizes a notice for a public hearing on February 12, 2024, which is an overall discussion and decision regarding the structure of the previous bus garage. (Res No. 27844)
- **8.08** This item was removed from the Consent Agenda 6.04 for more detail a motion made by Council Member Briggs, seconded by Council Member Jerde; City Administrator, Corky Reynolds briefed the Council. Every mobile home park must have an evacuation plan. Fire Chief, Shane Heldstab, has reviewed and worked with both Mobile home parks and recommends the City Council approve the updated evacuation plans. It was duly carried to approve the Resolution regarding approving the Manufactured Home Park Evacuation Plans. (Res No. 27845)
- **8.09** This item was removed from the Consent Agenda 6.05 for more detail a motion was made by Council Member Kresl, seconded by Council Member Hibma City Administrator, Corky Reynolds briefed the Council. These are funds that are available to the City of Crookston and other entities for more violent crime activities. The City has received funding in the past and this is to continue to receive this funding. It was duly carried to approve the Resolution authorizing a grant contract agreement for the Violent Crime Enforcement Teams (VCET) for Years 2024 and 2025. (Res No. 27846)

#### **REPORTS FROM CITY STAFF**

# **Charles "Corky" Reynolds**, City Administrator:

- Number of meetings with Tanner Holten, City Attorney regarding these various items.
- Number of meetings regarding the swimming pool.
- Meetings regarding the old bus garage.
- Met with the Development Policy and Review Committee regarding loans for potential businesses.
- Met with Tri-Valley regarding the potentiality of their abandoned building.
- Met several times with Audrey and Bill regarding the Rapid Assessment report.
- Met with Bob Magsam regarding the Crookston Visitors Bureau.

# Jake Solberg, Parks, and Recreations Director:

- Last Tuesday there was a park board meeting, and it was lengthy. The Park Board's recommendation is
  to keep the pool open but if there is substantial equipment failure then more discussion will have to be
  made.
- The Crookston Sports Center has been very busy this year just hockey alone there has been over 150 games played at the building.

# Karie Kirschbaum, Community Development Director:

• February 10, 2024, from 11:00 AM to 3:00 PM at the Crookston Library there will be a community "future" event in conjunction with the Minnesota design team. The City of Crookston is is pilot project, and the members are coming to listen to the community and receive community input about what the citizens of Crookston are looking for projects in the future.

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

- Working with Greg Hefta regarding some businesses around town.
- Worked with Jordan regarding the hiring process for a new Firefighter.
- Worked with Jake regarding the pool alarm.

# Chad Palm, IT Director:

The IT Department has been working on the capital equipment replacement.

# Charles Getsman, Public Works Director:

- The City of Crookston is in the final process of the FEMA buyout.
- Finalized the TA grant that has been submitted for the downtown corridor project
- Been meeting with residents regarding their concerns.
- Posting items on the Facebook page and keep the public aware of what's going on in the City of Crookston.

#### REPORTS FROM CITY COUNCIL MEMBERS

# Kristie Jerde, Council Member 1st Ward,

Attended the CVB meeting last week and have signed off regarding the Community Voice App. Its
encouraging with the possibility of the City being a key partner with events in the Community. There has
been discussion regarding the funds for the CVB around 120,000 dollars and how that could be effectively
utilized going forward.

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

No report.

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

Attended the first Golden Link meeting a week ago.

# Donald R Cavalier, Council Member 4th,

• The Chamber is working as a volunteer organization and has started the process to bill for membership.

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

• No report.

# Dylane Klatt, Council Member 6th Ward,

No report.

# Tim Menard, Council Member-at-Large,

• Sworn in as trustee of the Lake Agassiz Regional Library (LARL) and has our first meeting last Wednesday.

#### Morgan Hibma, Council Member-at-Large,

No report.

#### Dale Stainbrook, Mayor,

• We talk about putting board and committee meetings on the calendar so I encourage the City Council Members to still and continue to attend those meetings.

#### **ADJOURNMENT**

Mayor Stainbrook declare	ed the meeting	adjourned at	8:04 PM.
--------------------------	----------------	--------------	----------

Dale Stainbrook, Mayor	Ashley Rystad, City Clerk

	RESOLUTION NO	
	ar meeting of the City Council of the City of Crookston offered the follow	·
Member _		
	RESOLUTION TO APPROVE THE CITY OF C	ROOKSTON BILLS AND DISBURSEMENTS
	WHEREAS: All bills and disbursement shall Administrator or designees who have been duly aut Policy; and	be made only upon the order of the City thorized by the City of Crookston Purchasing
	NOW, THEREFORE, IT IS RESOLVED BY THE That the Mayor and City Administrator of the City directed to issue warrants of the City of Crookston in payment of the following listed bills which have bee and said warrants to be drawn on the fund and in the respectively, per attached check register.	n favor of the hereinafter named claimants in n filed as claims against the City of Crookston
Upon the	call of ayes and nays the vote stood as follows:	
Council M	lembers voting in the affirmative:	
	lembers in the negative:	
Upon this	vote, the Mayor declares this resolution	and, if passed, effective upon the Mayor's
signature	this, 2023, at	
Attest:		Mayor
אווכטו.		Dale Stainbrook

\_\_\_\_ City Clerk

Ashley Rystad

A/P HISTORY CHECK REPORT PAGE: 1

VENDOR SET: 01 City of Crookston BANK: \* ALL BANKS

					CHECK	INVOICE	CHEC	K CHECK	CHECK
VENDOR	I.D.	NAME		STATUS	DATE	AMOUNT	DISCOUNT N	O STATU	JS AMOUNT
	C-CHECK	VOID CHECK		V	1/26/2024		0721	41	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	43	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	44	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	45	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	46	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	47	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	48	
	C-CHECK	VOID CHECK		V	1/31/2024		0721	49	
	C-CHECK	VOID CHECK		V	2/08/2024		0721	63	
	C-CHECK	VOID CHECK		V	2/08/2024		0721	93	
	C-CHECK	VOID CHECK		V	2/08/2024		0722	23	
	C-CHECK	VOID CHECK		V	2/08/2024		0722	36	
	C-CHECK	VOID CHECK		V	2/08/2024		0722	37	
	C-CHECK	VOID CHECK		V	2/08/2024		0722	50	
* *	T O T A L S * *		NO			INVOICE AMOUNT	DISCOUNTS	CH	HECK AMOUNT
REG	GULAR 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:		14 VOID DEBITS		0.00				
			VOID CREDITS	S	0.00	0.00	0.00		
TOTAL E	ERRORS: 0								
			NO			INVOICE AMOUNT	DISCOUNTS	CH	HECK AMOUNT
VENDO	DR SET: 01 BANK: *	TOTALS:	14			0.00	0.00		0.00
BANK:	* TOTALS:		14			0.00	0.00		0.00

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0650		ELAN FINANCIAL SERVICES							
	C-20231231-OC1	CREDIT CARD OC1	D	1/25/2024	899.62CR		001318		
	I-20231231-BUTT	CREDIT CARD BUTT	D	1/25/2024	1,093.48		001318		
	I-20231231-CARLSON	CREDIT CARD CARLSON	D	1/25/2024	398.88		001318		
	I-20231231-GETSMAN	CREDIT CARD GETSMAN	D	1/25/2024	61.98		001318		
	I-20231231-GOVERNALE	GOVERNALE CREDIT CARD	D	1/25/2024	2,309.76		001318		
	I-20231231-HEFTA	CREDIT CARD HEFTA	D	1/25/2024	621.00		001318		
	I-20231231-NELSON	NELSON	D	1/25/2024	45.76		001318		
	I-20231231-OC2	CREDIT CARD OC2	D	1/25/2024	215.65		001318		
	I-20231231-OC3	POSTAGE	D	1/25/2024	19.99		001318		
	I-20231231-OC4	OFFICE CARD 4	D	1/25/2024	448.86		001318		
	I-20231231-OC5	OFFICE CARD 5	D	1/25/2024	33.90		001318		
	I-20231231-PALM	CREDIT CARD PALM	D	1/25/2024	59.97		001318		
	I-20231231-PASSA	CREDIT CARD PASSA	D	1/25/2024	11.85		001318		
	I-20231231-SCHRAGE	SCHRAGE CREDIT CARD	D	1/25/2024	3,514.75		001318		
	I-20231231-SELZLER	POLICE	D	1/25/2024	1,172.40		001318		
	I-20240101-BUTT	CREDIT CARD BUTT	D	1/25/2024	355.82		001318		
	I-20240101-GOVERNALE	CREDIT CARD GOVERNALE	D	1/25/2024	268.90		001318		
	I-20240101-HEFTA	CREDIT CARD HEFTA	D	1/25/2024	1,370.08		001318		
	I-20240101-HELDSTAB	CREDIT CARD HELDSTAB	D	1/25/2024	265.03		001318		
	I-20240101-KIRSCHBAU	CREDIT CARD KIRSCHBAUM	D	1/25/2024	700.00		001318		
	I-20240101-OC1	CRDIT CARD OC1	D	1/25/2024	12.86		001318		
	I-20240101-OC4	OFFICE CARD 4	D	1/25/2024	57.36		001318		
	I-20240101-PALM	CREDIT CARD PALM	D	1/25/2024	432.00		001318		
	I-20240101-PASSA	CREDIT CARD PASSA	D	1/25/2024	1,939.25		001318		
	I-20240101-SCHRAGE	SCHRAGE CREDIT CARD	D	1/25/2024	362.83		001318		
	I-20240101-SOLBERG	CREDIT CARD SOLBERG	D	1/25/2024	722.64		001318	1	5,595.38
3355		MINNESOTA REVENUE							
	I-20231231	SALES & USE TAX DEC 2023	D	1/31/2024	3,235.90		001319	;	3,235.90
2482		UNITED WAY OF CROOKSTON, INC							
	I-063023CK70951	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		
	I-081823CK71255	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		
	I-081823CK71262	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		
	I-102023CK71633	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		
	I-111723CK71745	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		
	I-111723CK71751	UNITED WAY WITHHOLDING	R	1/26/2024	60.00		072140		360.00
2178		MN DEPT OF PUBLIC SAFETY							
	I-2024114404	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024114418	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024174485	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024184500	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024184501	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024184509	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024184510	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024184516	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		

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

VENDOR	T.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VENDOR	1.0.	Marin	SIRIUS	DATE	AMOUNT	DISCOONI	IVO	SIAIUS	AMOUNT
	I-2024188275	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024188277	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024190608	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024190622	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024190623	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024190641	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024190645	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024200293	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024201584	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024902672	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024909983	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024909990	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024920077	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024920086	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024920087	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024920098	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024921158	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024922697	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024933396	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024933399	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024937173	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024937174	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024938726	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024945842	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024948758	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024949311	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024949314	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024952574	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024952577	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024953202	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024953986	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024954834	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024955745	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024956557	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024956561	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024966602	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024966604	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024966605	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024966731	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024966732	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024969861	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024972130	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024972526	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024975291	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024975298	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024975303	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		
	I-2024975304	VEHICLE REGISTRATION	R	1/31/2024	20.25		072142		1,113.75

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 1/25/2024 THRU 99/99/9999

CHECK INVOICE CHECK CHECK CHECK AMOUNT DISCOUNT STATUS VENDOR I.D. NAME DATE NO STATUS AMOUNT 0412 AFSCME COUNCIL 65 520.20 I-UDA202311035506 UNION DUES WITHHOLDING R 2/02/2024 072150 I-UDA202311175512 UNION DUES WITHHOLDING 2/02/2024 520.20 072150 1,040.40 R 1435 MINNESOTA BENEFIT ASOCIATION C-NOV 2023 ADJ MINNESOTA BENEFIT ASOCIATION R 2/02/2024 0.01CR 072151 I-MBA202311035506 INSURANCE WITHHOLDING R 2/02/2024 71.47 072151 I-MBA202311175512 INSURANCE WITHHOLDING R 2/02/2024 71.47 072151 142.93 1552 NCPERS GROUP LIFE INS. I-LIP202311035506 PERA LIFE INS WITHHOLDING 2/02/2024 224.00 072152 224.00 2482 UNITED WAY OF CROOKSTON, INC R I-UW 202311035506 UNITED WAY WITHHOLDING 2/02/2024 30.00 072153 I-UW 202311175512 UNITED WAY WITHHOLDING R 2/02/2024 30.00 072153 60.00 0412 AFSCME COUNCIL 65 I-UDA202312015513 2/02/2024 520.20 072154 UNION DUES WITHHOLDING R I-UDA202312155516 UNION DUES WITHHOLDING R 2/02/2024 520.20 072154 1,040.40 1435 MINNESOTA BENEFIT ASOCIATION I-CITY DEC 2023 ADJ MINNESOTA BENEFIT ASOCIATION R 2/02/2024 0.11 072155 I-MBA202312015513 INSURANCE WITHHOLDING 71.47 R 2/02/2024 072155 I-MBA202312155516 INSURANCE WITHHOLDING 2/02/2024 142.93 R 71.35 072155 1552 NCPERS GROUP LIFE INS. 2/02/2024 48.00 072156 I-DEC 2023 CITY ADJ NCPERS GROUP LIFE INS. R I-LIP202312015513 PERA LIFE INS WITHHOLDING 2/02/2024 224.00 072156 272.00 R 2482 UNITED WAY OF CROOKSTON, INC I-UW 202312015513 UNITED WAY WITHHOLDING R 2/02/2024 30.00 072157 I-UW 202312155516 UNITED WAY WITHHOLDING 2/02/2024 30.00 R 072157 60.00 4700 TERAN, LEOPOLDO I-20231231 2/05/2024 179.79 072158 WATER REFUND 179.79 R 3396 ADAMS HEATING & COOLING, INC I-3244 CARTRIDGE HUMIDIFIER 2/08/2024 195.49 072159 195.49 0021 ADVANCED TIRE & AUTO SERV. LLC I-24-07387 2/08/2024 155.00 072160 R I - 44901TOW SERVICE R 2/08/2024 66.30 072160 I-44912 BRAKE REPLACEMENT R 2/08/2024 229.19 072160 I-44924 TIRE REPAIR 2/08/2024 31.50 072160 481.99

R

VENDOR SET: 01 City of Crookston

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
3526		ADVANCED ELEMENTS, INC					
	I-92045	PROFESSIONAL SERVICES	R	2/08/2024	13,661.81	072161	13,661.81
2200		AUTO VALUE OF CROOKSTON					
	I-2200	SHOP SUPPLIES	R	2/08/2024	13.47	072162	2
	I-76228658	UNIT #109 EXHAUST BOLTS	R	2/08/2024	15.99	072162	2
	I-76228852	BOSS PLOW SPRING	R	2/08/2024	44.99	072162	2
	I-76229321	CARB CLEANER	R	2/08/2024	24.47	072162	2
	I-76229414	NUT/BOLTS SHOP	R	2/08/2024	13.47	072162	2
	I-76229458	CAR WASH SOAP	R	2/08/2024	59.99	072162	2
	I-76229526	SHOP SUPPLIES GRINDING WHEELS	R	2/08/2024	59.85	072162	2
	I-76229857	SHOP NUTS AND BOLTS	R	2/08/2024	13.47	072162	2
	I-76229882	WIRING PLUG END	R	2/08/2024	26.99	072162	2
	I-76229885	UNIT #109 BATTERY TERMINAL	R	2/08/2024	7.49	072162	280.18
3970		AXON ENTERPRISE, INC					
	I-INUS220632	2 BWC ANNUAL FEE	R	2/08/2024	1,804.70	072164	1,804.70
4590		DR. LUKAS BIERMAIER					
	I-1	MEDICAL STAFF	R	2/08/2024	280.00	072165	)
	I-1B	MEDICAL STAFF PWB HOCKEY	R	2/08/2024	420.00	072165	700.00
0203		BORDER STATES ELECTRIC					
	I-0203	BALLAST KIT STREET LIGHTS	R	2/08/2024	455.04	072166	ō
	I-927701811	STREET LIGHTS, LIGHT BULBS	R	2/08/2024	255.00	072166	
	I-927745922	STREET LIGHT, BULB SOCKETS	R	2/08/2024	195.78	072166	
	I-927753333	LIGHT POLE FUSES	R	2/08/2024	141.80	072166	ō
	I-927794112	150 WATT BULBS STREET LIGHTS	R	2/08/2024	45.00	072166	1,092.62
4696		BRADY HOLTE					
	I-20240116	REPLACEMENT FOR DAMAGED PANTS	R	2/08/2024	83.30	072167	83.30
0225		BRANDNER PRINTING					
	I-54744	PWB TOURNEY EXP.	R	2/08/2024	65.49	072168	}
	I-54841	PWB TOURNEY EXP.	R	2/08/2024	24.00	072168	89.49
4481		JAMES BRANDON					
	I-20240125	UNIFORMS	R	2/08/2024	163.20	072169	163.20
2651		RYAN BREKKEN					
	I-20240125	TRAVEL REIMBURSEMENT	R	2/08/2024	14.92	072170	14.92
0255		BROST CHEVROLET INC.					
	I-20240207	NEW PICKUP TRUCK	R	2/08/2024	45,650.00	072171	45,650.00

A/P HISTORY CHECK REPORT PAGE: 6

VENDOR SET: 01 City of Crookston

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
. 21, 201	1.2.		0111100	21112	11110 01111	210000111		0111100	11100111
3184		CINTAS CORPORATION							
	I-4172845977	JANITOR SUPPLIES	R	2/08/2024	28.00		072172		
	I-4180022114	LAUNDRY SERVICES	R	2/08/2024	24.25		072172		
	I-4180750208	LAUNDRY	R	2/08/2024	3.60		072172		
	I-4180750219	LAUNDRY	R	2/08/2024	3.84		072172		
	I-4180750238	CITY HALL MATS	R	2/08/2024	9.20		072172		
	I-4181458295	RUGS	R	2/08/2024	76.04		072172		
	I-4182176166	JANITOR SUPPLIES	R	2/08/2024	22.40		072172		
	I-4182176191	LINEN SERVICE	R	2/08/2024	16.38		072172		183.71
4683		CLIFTONLARSONALLEN LLP							
	C-CM398339	2023 ACCOUNTING SERVICES	R	2/08/2024	7,906.78CR		072173		
	I-L241017065	2023 ACCOUNTING SERVICES	R	2/08/2024	12,063.67		072173		
	I-L241017065B	2024 ACCOUNTING SERVICES	R	2/08/2024	16,063.07		072173	20	0,219.96
0337		COLE PAPERS INC.							
	I-10396775	JANITOR SUPPLIES	R	2/08/2024	457.58		072174		
	I-10400723	JANITOR SUPPLIES	R	2/08/2024	95.17		072174		552.75
4067		CORE & MAIN LP							
	I-U298103	SENSUS ANNUAL FEES	R	2/08/2024	14,362.00		072175	14	4,362.00
0363		CROOKSTON BUILDING CENTER							
	I-297881	SUPPLIES FOR PARK SHOP	R	2/08/2024	198.97		072176		
	I-298354	SUPPLIES FOR PARK SHOP	R	2/08/2024	128.93		072176		
	I-298356	SUPPLIES FOR PARK SHOP	R	2/08/2024	230.55		072176		
	I-298412	SUPPLIES FOR PARK SHOP	R	2/08/2024	209.55		072176		768.00
0380		CROOKSTON FIREFIGHTERS ASSOCIA							
	I-2004-1	ASSN COVERAGE 8 NIGHTS STATION	R	2/08/2024	2,000.00		072177	2	2,000.00
0389		CROOKSTON FUEL CO.							
	I-02062024	CAR WASHES	R	2/08/2024	250.00		072178		
	I-20231231-PARK	DECEMBER FUEL	R	2/08/2024	581.20		072178		
	I-20231231-STREET	DECEMBER FUEL	R	2/08/2024	5,975.27		072178		
	I-20240201-CITY HALL	JAN. 2024 FUEL CITY HALL	R	2/08/2024	92.18		072178		
	I-20240201-FIRE	JAN. 202 FUEL	R	2/08/2024	461.90		072178		
	I-20240201-POLICE	JAN. 2024 FUEL	R	2/08/2024	2,169.78		072178		
	I-20240201-PUBLIC	JAN. 2024 FUEL	R	2/08/2024	731.97		072178	10	0,262.30
0470		CROOKSTON WELDING INC.							
	C-073386	CREDIT FROM PAYMENT	R	2/08/2024	3.30CR		072179		
	I-076821	STEEL FOR SHOP	R	2/08/2024	17.85		072179		

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
4080		CUTTING EDGE SHARPENING	_	0./00./000.	050.00	070400	050.00
	I-20240130	BLADE SHARPENINGS	R	2/08/2024	250.00	072180	250.00
0483	- 00056	DACOTAH PAPER	_	0./00./0004	4 005 00	070404	4 005 00
	I-38976	JANITOR SUPPLIES	R	2/08/2024	1,305.30	072181	1,305.30
0487		DAKOTA SUPPLY GROUP					
	I-S103436895.001	BRONZE METER	R	2/08/2024	189.08	072182	189.08
4567		LOREN EDEVOLD					
	I-20240118	TRAVEL REIMBURSEMENT UAS TRAIN	R	2/08/2024	15.00	072183	
	I-20240205	DUTY BELT	R	2/08/2024	143.23	072183	158.23
1407		ERICKSON EMBROIDERY					
	I-16902	NNO CLOTHING	R	2/08/2024	30.00	072184	
	I-17380	2023 CLOTHING-ANDREA	R	2/08/2024	40.00	072184	
	I-17393	SAFETY SHIRTS	R	2/08/2024	1,128.00	072184	1,198.00
0875		FLEET SUPPLY					
	I-137269	PRY BAR, BOLT CUTTER, RAGS	R	2/08/2024	109.16	072185	
	I-137524	PUMP FOR POOL	R	2/08/2024	30.98	072185	
	I-138064	SOFTENER SALT FOR CSC	R	2/08/2024	236.70	072185	
	I-138237	SOFTENER SALT FOR POOL	R	2/08/2024	94.68	072185	471.52
0909		GARDEN VALLEY TECHNOLOGIES					
	I-101302920	TELEPHONE @ CSC	R	2/08/2024	49.00	072186	
	I-201210795	WELLS-POLICE SECURITY SERVICE	R	2/08/2024	227.46	072186	
	I-INV-21869	NEW CAMERA FOR POOL	R	2/08/2024	858.00	072186	1,134.46
4570		GOLDSTAR PRODUCTS INC					
	I-0079144-IN	BLACK TOP, RELEASE AGENT, TRUC	R	2/08/2024	3,235.92	072187	3,235.92
0944		GOPHER STATE ONE-CALL INC.					
	I-4010323	GOPHER STATE ONE-CALL INC.	R	2/08/2024	62.15	072188	62.15
3331		DAVID GRABOWSKI					
	I-20240205	UNIFORM & EQUIP. REIMBURSEMENT	R	2/08/2024	387.36	072189	387.36
0965		GRAND FORKS FIRE EQUIPMENT					
	I-39962	EXTINGUISHER HYDRO TEST	R	2/08/2024	109.00	072190	109.00
0987		GREAT PLAINS NATURAL GAS CO.					
	I-20240123	SERVICE 12/19/2023-1/22/2024	R	2/08/2024	12,356.79	072191	12,356.79

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

I- I- I-	-35774 -41801 -41836 -41843-1 -41843-2 -41843-3 -41846 -41847	GROVE MECHANICAL INC.  MOTOR PUMP FOR POOL  WELL SITE PROPANE CONDENSOR  DIAGNOSTIC FOR GLYCOL AT POOL  LIFT STATION NO HEAT DIAGNOSTI  NO HEAT LIFTSTATION OLD ARENA  LIFTSTATION 2 HEATER REPAIR  SERVICE REZNOR HATER #1  SERVICE REZNOR HEATER #2  SERVICE REZNOR HEATER #3	R R R R R	2/08/2024 2/08/2024 2/08/2024 2/08/2024 2/08/2024 2/08/2024 2/08/2024	8,300.00 269.50 143.87 348.75 251.77 605.00	072192 072192 072192 072192 072192	
I- I- I-	-41801 -41836 -41843-1 -41843-2 -41843-3 -41846 -41847	WELL SITE PROPANE CONDENSOR DIAGNOSTIC FOR GLYCOL AT POOL LIFT STATION NO HEAT DIAGNOSTI NO HEAT LIFTSTATION OLD ARENA LIFTSTATION 2 HEATER REPAIR SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R R R R R	2/08/2024 2/08/2024 2/08/2024 2/08/2024 2/08/2024	269.50 143.87 348.75 251.77	072192 072192 072192	
I- I- I-	-41836 -41843-1 -41843-2 -41843-3 -41846 -41847	DIAGNOSTIC FOR GLYCOL AT POOL LIFT STATION NO HEAT DIAGNOSTI NO HEAT LIFTSTATION OLD ARENA LIFTSTATION 2 HEATER REPAIR SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R R R R	2/08/2024 2/08/2024 2/08/2024 2/08/2024	143.87 348.75 251.77	072192 072192	:
I- I-	-41843-1 -41843-2 -41843-3 -41846 -41847	LIFT STATION NO HEAT DIAGNOSTI NO HEAT LIFTSTATION OLD ARENA LIFTSTATION 2 HEATER REPAIR SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R R R	2/08/2024 2/08/2024 2/08/2024	348.75 251.77	072192	
I-	-41843-2 -41843-3 -41846 -41847	NO HEAT LIFTSTATION OLD ARENA LIFTSTATION 2 HEATER REPAIR SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R R R	2/08/2024 2/08/2024	251.77		!
I-	-41843-3 -41846 -41847 -41848	LIFTSTATION 2 HEATER REPAIR SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R R	2/08/2024		072192	
	-41846 -41847 -41848	SERVICE REZNOR HATER #1 SERVICE REZNOR HEATER #2	R		605.00		
I-	-41847 -41848	SERVICE REZNOR HEATER #2		2/08/2024	003.00	072192	
	-41848		R	-,,	442.67	072192	
I-		SERVICE REZNOR HEATER #3		2/08/2024	343.92	072192	
I-	41040		R	2/08/2024	373.00	072192	
I-	-41849	SERVICE REZNOR HEATER #4	R	2/08/2024	343.92	072192	11,422.40
4443		HAGL SERVICES LLC					
I-	-2024131	ICE FOR OFFICIAL SCHEDULER	R	2/08/2024	1,560.00	072194	1,560.00
1812		HEATH HANSON					
I-	-20240205	UNIFORM AND EQUIP REIMBURSEMEN	R	2/08/2024	800.00	072195	800.00
1848		HARBOTT, KNUTSON & LARSON & HO					
I-	-2024-0014	CIVIL MATTERS DEC. 2023	R	2/08/2024	532.00	072196	;
I-	-2024-0293	JAN. 2024 CIVIL MATTERS	R	2/08/2024	1,961.50	072196	5
I-	-2024-0305	JAN. 2024 CRIMINAL MATTERS	R	2/08/2024	10,070.25	072196	12,563.75
3400		CROOKSTON HARDWARE HANK					
I-	-73951/2	NEW BATTERY	R	2/08/2024	19.99	072197	i
I-	-74055/2	BALL HITCH SET	R	2/08/2024	19.50	072197	,
I-	-74069/2	PAINTING SUPPLIES	R	2/08/2024	414.16	072197	1
I-	-74133/2	CSC RINK SUPPLIES	R	2/08/2024	48.45	07219	502.10
1043		HAWKINS, INC					
I-	-6677960	CHEMICALS	R	2/08/2024	730.50	072198	}
I-	-6677962	CHEMICAL FOR POOL	R	2/08/2024	314.82	072198	1
I-	-6678675	CHEMICAL FOR POOL	R	2/08/2024	987.17	072198	2,032.49
4229		GREG HEFTA					
I-	-20240202	N.W. B.O. BI-MONTHLY MEETING	R	2/08/2024	148.14	072199	)
I-	-20240205	MEMBERSHIP DUES	R	2/08/2024	50.00	072199	198.14
1006		HN QUALITY PLUMBING INC.					
I-	-010413	14" ACCESS PANEL	R	2/08/2024	31.55	072200	)
I-	-010457	VAC REPAIR	R	2/08/2024	38.60	072200	70.15
4693		HUFFCUTT CONCRETE, LLC.					
I-	-3407	CAMPGROUND BATHHOUSE 30%	R	2/08/2024	66,970.50	072201	66,970.50

I-INV12054050

I-INV12054074

T-TNV12087195

I-INV12120626

I-INV12124330

PHONE SYSTEM LEASE

MICROSOFT LICENSING

DOCUMENT IMAGING

PLOTTER LEASE

MPS

9

VENDOR SET: 01 City of Crookston

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

DATE RANGE: 1/25/2024 THRU 99/99/9999

CHECK INVOICE CHECK CHECK CHECK VENDOR I.D. STATUS DATE AMOUNT DISCOUNT STATUS AMOUNT NAME NO 1105 HUGO'S 2/08/2024 I-20240117 TISSUES R 6.59 072202 I-20240131 BEVERAGES @ STATION 2/08/2024 55.34 072202 I-20240202 COFFEE 2/08/2024 11.29 072202 I-20240206 WALL CLOCK, KLEENEX LOTION 2/08/2024 19.98 072202 R I-20240207 COFFEE, FILTERS 2/08/2024 45.35 072202 138.55 9193 HUMANE SOCIETY OF POLK CO INC 944.00 072203 T-20240201 ANIMAL IMPOUND/LEASE R 2/08/2024 944.00 4682 IMMACULATE LAWNS LLC I-105 2/08/2024 100.00 072204 100.00 WEEKEND SNOW REMOVAL R 1165 JEROME ENGET I-16135 REPAIR PANIC DOOR V. MALT DOOR R 2/08/2024 150.00 072205 150.00 1178 JOHNSON CONTROLS, INC. I-1-131879191576 2/08/2024 1,580.46 072206 1,580.46 HVAC REPAIR R 2710 KUSTOM KOLLISION I-16069 MIRROR, PICK UP REPAIR 2/08/2024 523.45 072207 523.45 1240 LAKE AGASSIZ REGIONAL LIBRARY I-m199 2024 Q1 LARL APPROPRIATION 2/08/2024 59,637.50 072208 59,637.50 R LAKES COMMUNITY COOPERATIVE 4000 I-20240131 SERVICES AIRPORT 12/29-1/31/24 R 2/08/2024 487.15 072209 487.15 1275 LOCAL # L - 3394 FIRE DEPT I-CK68819 OLD CHECKS CASHED & RETURNED 2/08/2024 240.00 072210 I-CK69001 OLD CHECKS CASHED & RETURNED 2/08/2024 240.00 072210 R I-CK69162 OLD CHECKS CASHED & RETURNED 2/08/2024 240.00 072210 720.00 R 4697 LUMA CURVE I-60778 LUMA CURVE 2/08/2024 8,116.16 072211 8,116.16 R 2788 MARCO - NW 7128

R

R

R

R

2/08/2024

2/08/2024

2/08/2024

2/08/2024

2/08/2024

14,250.00

13,695.00

2,412.40

115.00

115.00

072212

072212

072212

072212

072212

30,587.40

A/P HISTORY CHECK REPORT PAGE: 10

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1395		MID-CONTINENT COMMUNICATIONS							
	I-20436890113843	SERVICE2/1-2/29/2024	R	2/08/2024	2,050.33		072213		2,050.33
2697		MID-STATES ORGANIZED CRIME INF							
	I-0003803-IN	MOCIC 24 MEMBERSHIP	R	2/08/2024	150.00		072214		
	I-0003899-IN	2024 MOCIC MEMBERSHIP	R	2/08/2024	150.00		072214		300.00
1397		MILLER AIRCRAFT SERVICE INC.							
	I-23345	23 NOV FUEL	R	2/08/2024	4,552.96		072215		
	I-23393	2024 JAN FUEL	R	2/08/2024	1,365.24		072215		5,918.20
1494		MN FIRE SERVICE CERTIFICATION							
	I-12131	HANSON INSTRUCTOR TESTING	R	2/08/2024	126.00		072216		126.00
2880		NELSON INT'L							
	I-X105071529:01	PLOW TRUCK MIRROR	R	2/08/2024	703.07		072217		703.07
1735		NORTHERN FIRE EQUIPMENT							
	I-26385	FIRE EQUIPMENT CHECK, UPDATE	R	2/08/2024	576.75		072218		
	I-26387	ANNUAL FIRE EXTINGUISHER MAINT	R	2/08/2024	111.75		072218		
	I-26427	FILL FIRE EXTINGUISHER	R	2/08/2024	53.00		072218		741.50
1775		NORTHWEST SERVICE COOPERATIVE							
	I-8925	2024 NWSC MEMBERSHIP	R	2/08/2024	250.00		072219		250.00
4483		NT AUTO REPAIR, LLC							
	I-475	SQUAD REPAIRS	R	2/08/2024	152.80		072220		152.80
3128		O'REILLY AUTO PARTS							
	I-3965-400097	PHONE MOUNTS	R	2/08/2024	29.97		072221		29.97
1861		OTTERTAIL POWER COMPANY-FF							
	I-63493	SERVICE 12/20/20-1/22/24	R	2/08/2024	31,521.03		072222	3	1,521.03
4702		PERIES, CHELSEA							
	I-2000119.002	SWIM LESSON REFUND	R	2/08/2024	80.00		072224		80.00
4698		CITY OF CROOKSTON - PETTY CASH							
	I-CK230000	DVS 2008 CHEVY IMPALA	R	2/08/2024	49.50		072225		
	I-CK230001	ANNUAL HAULER PERNIT FEE	R	2/08/2024			072225		
	I-CK230002	PPE 11/24/23 BRADY BUTT	R	2/08/2024			072225		
	I-CK230150	DVS CDL MANUALS	R	2/08/2024	24.00		072225		
	I-CK230152	PPE 11/24/23 BROOKS BUTT	R	2/08/2024	90.04		072225		503.92
4									

VENDOR SET: 01 City of Crookston

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4701		PLAYHOUSE TECHNOLOGIES, INC							
	I-070119283	SCHEDULEWERKS ANNUAL FEE	R	2/08/2024	470.00		072226		470.00
1935		POLK COUNTY TRANSFER STATION							
	I-47952	TRANSFER STATION	R	2/08/2024	3.74		072227		
	I-48443	TRANSFER STATION	R	2/08/2024	7.36		072227		11.10
2005		PROULX REFRIGERATION HTG &APPL							
	I-20465	BOILER MAINTENANCE	R	2/08/2024	1,062.19		072228		
	I-20480	FURNACE	R	2/08/2024	172.00		072228	:	1,234.19
3917		PRUDHOMME ANDREA							
	I-20240208	CPR/LIFEGUARD BOOK	R	2/08/2024	44.32		072229		44.32
:053		R & R SPECIALTIES OF WISCONSIN							
	I-0081345-IN	BATTERIES & EQUIPMENT ZAMBONI	R	2/08/2024	12,467.75		072230	1:	2,467.75
2057		RED LAKE ELECTRIC COOP							
	I-20240206	SERVICE 12/31-1/31/2024	R	2/08/2024	28,970.94		072231	2	8,970.94
100		REGIONAL SANITATION SERV INC							
	I-20240129	TRASH SERVICE	R	2/08/2024	92.13		072232		92.13
8693		RUBEN J RESENDIZ							
	I-747519	JAN. 2024 BOILER SERVICES	R	2/08/2024	600.00		072233		600.00
3834		RMB ENVIRONMENTAL LABORATORIES							
	I-D055622	CHEMICALS	R	2/08/2024	196.46		072234		
	I-D055740	CHEMICALS	R	2/08/2024	130.63		072234		
	I-D055779	CHEMICALS	R	2/08/2024	41.80		072234		368.89
2437		SCOTT'S TRUE VALUE HARDWARE							
	C-A246444	PAID WITH CREDIT CARD	R	2/08/2024	39.34CR		072235		
	C-A246613	ALREADY PAID BY CREDIT CARD	R	2/08/2024			072235		
		PAID WITH CREDIT CARD		2/08/2024			072235		
	I-A247860	MATERIAL FOR MISC PROJECTS	R	2/08/2024	186.15		072235		
	I-A248055	HEATER FOR CSC	R	2/08/2024	230.00		072235		
	I-A248164	NEW HEATER FOR CSC	R	2/08/2024	230.00		072235		
	I-A248238	42 GAL BAGS	R	2/08/2024	63.34		072235		
	I-A248248	SHOP FURNACE OIL FILTERS	R	2/08/2024	28.78		072235		
	I-A248318	ICE MELT	R	2/08/2024	29.09		072235		
	I-A248350	MAILBOX REPLACEMENT 907 EICKHO	R	2/08/2024	73.97		072235		
	I-A248355	SUPPLIES, CITY HALL AND POOL	R	2/08/2024	85.94		072235		
	I-A248501	SILICONE SPRAY	R	2/08/2024	9.59		072235		
	I-A248517	SAFETY ITEMS	R	2/08/2024	36.06		072235		
	I-A248567	BLEACH	R	2/08/2024	46.96		072235		
	I-A248660	ICE MELT	R	2/08/2024	28.79		072235		
	I-A248672	STATION SUMP PUMP	R	2/08/2024	175.19		072235		

VENDOR SET: 01 City of Crookston

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

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK STATUS	CHECK AMOUNT
	I-A248673	SUPPLIES FOR PARKS	R	2/08/2024	59.96	072235		
	I-A248752	KITCHEN BAGS, MURPHY OIL	R	2/08/2024	27.05	072235		
	I-A248806	ELECTRICAL TAPE	R	2/08/2024	5.75	072235		
	I-A248809	LINER AND ICE MELT	R	2/08/2024	28.26	072235		1,218.24
0745	I-20240202	DARIN SELZLER UNIFORM AND EQUIP REIMBURSEMEN	R	2/08/2024	800.00	072238		800.00
2231		SERVICE PRO OF CROOKSTON INC						
	I-0150425	CHAINSAW CHAINS, SHARPENING	R	2/08/2024	35.40	072239		35.40
2286	I-RES NO. 27837	SPRUCE VALLEY CORPORATION 2023 STREET IMPROV, 3RD FINAL	R	2/08/2024	9,498.32	072240		9,498.32
4442	I-17345.00-2	SRF CONSULTING GROUP, INC TA GRANT HELP	R	2/08/2024	125.93	072241		125.93
2310	I-2054904	STONE'S MOBILE RADIO INC RADIO RECEIVER ALARM ROOM	R	2/08/2024	110.95	072242		110.95
3175		THE DOOR GUY						
	I-5022	SHED DOOR REPAIR	R	2/08/2024	220.00	072243		220.00
2478	I-20240124	U. S. POSTMASTER PERMIT FEE FOR 2024	R	2/08/2024	320.00	072244		320.00
2478		U. S. POSTMASTER						
	I-20240201	POSTAGE	R	2/08/2024	1,200.00	072245		1,200.00
4271	I-14442	UTILITY LOGIC CAMERA FOR SEWER	R	2/08/2024	10,430.00	072246	1	0,430.00
3123		VALLEY ELECTRIC OF CROOKSTON,						
	I-7782	SEWER GRINDER JUSTICE CENTER	R	2/08/2024	3,871.93	072247		
	I-7806	VERIFY WIRE AND VOLTAGE AT CSC	R	2/08/2024	85.00	072247		
	I-7825	LED LAMP IN POOL LR	R	2/08/2024	207.50	072247		4,164.43
0400		VALLEY PLAINS EQUIPMENT						
	C-4134557	CREDIT ON FILTERS	R	2/08/2024	12.57CR	072248		
	I-4113525	REPAIR FOR BLOWER	R	2/08/2024	19.52	072248		
	I-4117141	MISC SUPPLIES	R	2/08/2024	1.87	072248		
	I-4117932	SNAP RING/BLADE REPAIR	R	2/08/2024	358.92	072248		
	I-4124652	OIL FILTERS	R	2/08/2024	532.82	072248		900.56

479,521.69 0.00 479,521.69

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

DATE RANGE: 1/25/2024 THRU 99/99/9999

REPORT TOTALS:

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
2506		VERIZON WIRELESS					
	I-9954290012	SQUAD DATA	R	2/08/2024	180.05	072249	
	I-9954913897	SERVICE 1/23-2/22/2024	R	2/08/2024	2,068.48	072249	2,248.53
4695		WAUSAU EQUIPMENT COMPANY					
	I-8861223	UNIT 122 BLOWER CONNECTOR	R	2/08/2024	413.45	072251	413.45
2545		WIDSETH SMITH NOLTING & ASSOC,					
	I-227658	FEES FOR 23 STREET IMPROVMENTS	R	2/08/2024	545.00	072252	545.00
4550		XIGENT SOLUTIONS, LLC					
	I-13107	RESTRICTED FUNDS-SWITCH CONFIG	R	2/08/2024	437.50	072253	437.50
2600		ZIEGLER INC.					
	I-IN001340147	CUTTING EDGE MOTORGRADER	R	2/08/2024	4,181.80	072254	4,181.80
* *	T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REC	GULAR CHECKS:	101			460,690.41	0.00	460,690.41
	HAND CHECKS:	0			0.00	0.00	0.00
	DRAFTS:	2			18,831.28	0.00	18,831.28
	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 CREDIT	S	0.00	0.00	0.00	
TOTAL E	ERRORS: 0						
		NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDO	DR SET: 01 BANK: AP	TOTALS: 103			479,521.69	0.00	479,521.69
BANK:	AP TOTALS:	103			479,521.69	0.00	479,521.69

103

2/09/2024 8:54 AM

A/P HISTORY CHECK REPORT

PAGE: 14

SELECTION CRITERIA

VENDOR SET: 01-CITY OF CROOKSTON

VENDOR: ALL BANK CODES: All FUNDS:

------

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 1/25/2024 THRU 99/99/9999

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

CHECK NUMBER SEQUENCE:

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

STUB COMMENTS: NO REPORT FOOTER: NO CHECK STATUS:

\* - All PRINT STATUS:

	RESOLUTION NO.	
At a regul	lar meeting of the City Council of the City of Crook	ston held on the 12th day of February 2024, Council
Member	offered the	following resolution which was seconded by Council
Member _		
	RESOLUTION TO APPROVE 2024 LICENSE	RENEWALS- GAS FITTING & CEMENT MASON
	<b>WHEREAS:</b> the City of Crookston issues a license to and,	o install, alter, service, or repair gas piping, appliances,
	WHEREAS: the City of Crookston issues a license to concrete, sidewalks, curbs, or gutters upon the public	o any person who constructs, reconstructs, or repairs c streets of the City and,
		the City for the year 2024, as set forth upon and made a y are, granted subject to the following conditions and
	<ol> <li>That each and all applicants shall in all resp the City of Crookston under which authority</li> </ol>	ect with the terms and provisions of the Ordinances of said licenses are issued.
	<ol><li>That each and all applicants shall pay the Olicenses.</li></ol>	City of Crookston license fees in full for their respective
	IT IS FURTHER RESOLVED That the City Clerk of said issue the licenses granted upon compliance by the licenses	City of Crookston is hereby authorized and directed to cense with the terms hereof.
	GAS FITTING LICENSE	CEMENT MASON LICENSE
	Bears Home Solution- Custom HVAC Inc	
Upon the	e call of ayes and nays the vote stood as follows:	
Council M	Members voting in the affirmative:	
Council M	Members in the negative:	
Upon this	s vote, the Mayor declares this resolution	and, if passed, effective upon the Mayor's
signature	e this, 2023, at	
Attest:		Mayor

\_\_\_\_ City Clerk

Ashley Rystad

Dale Stainbrook

		RESOLUTION	N NO
At a regul	ar meeting of the	City Council of the City of	Crookston held on the 12th day of February 2024, Council
Member		offere	ed the following resolution which was seconded by Council
Member <sub>.</sub>		<i>,</i>	
	RESOLUTION	TO APPOINT ELECTION JU	JDGES FOR PRESIDENTIAL PRIMARY ELECTION 2024
	WHEREAS: It wa Presidential Prin		y Auditor the appointed Election Judges for the 2024
		d persons are hereby appo	IE CITY COUNCIL OF CROOKSTON, MINNESOTA that the inted as Election Judges to said 2024 Presidential
		Kathy Altringer Paulette Melbye Ray Dusek Kari Kujava Darcy Pester Bob Altringer Rebecca Rude Lavonne Froemke Debbie Domier Earl Hill Karen Hanson Paige Abrahamson	Marlys Mjoen Joel Kulenkamp Judy Meyer Carol Weber Jacalyn Coautte Laureen Anderson Mark Ecklund Dennis Jacobs Chris Reynolds Chuck Getsman
Upon the	call of ayes and na	ays the vote stood as follo	ws:
Council M	lembers voting in	the affirmative:	
Council M	lembers in the neg	gative:	
Upon this	vote, the Mayor o	declares this resolution	and, if passed, effective upon the Mayor's
signature	this Day o	of, 20	23, at

Attest:

Ashley Rystad

\_\_\_ City Clerk

Mayor

Dale Stainbrook

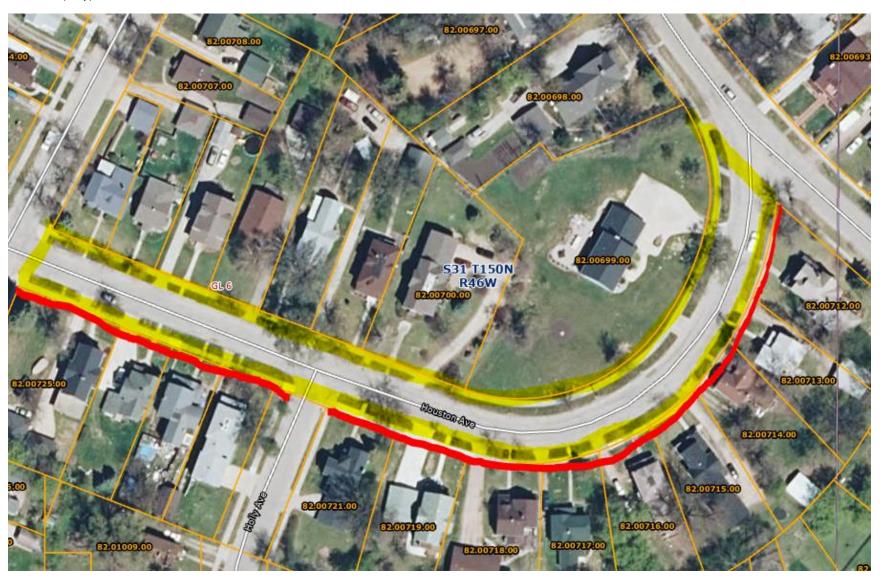
	RESOLUTION NO
At a regul	ar meeting of the City Council of the City of Crookston held on the 12th day of February 2024, Council
Member	offered the following resolution which was seconded by Council
Member _	<i></i>
	RESOLUTION CALLING FOR A PUBLIC HEARING TO GATHER CITIZEN INPUT INTO THE DEVELOPMENT OF A SMALL CITIES GRANT APPLICATION
	WHEREAS: The notice is hereby given that the Crookston City Council will meet at 5:30 P.M. on February 26, 2024, in the City Council Chambers to gather citizen input for the Small Cities Grant Application to be submitted to the Minnesota Department of Employment and Economic Development; and
	<b>WHEREAS:</b> The City Clerk shall place a notice to the public located at the City of Crookston's website and the City of Crookston's official newspaper the Crookston Times; and
	<b>NOW, THEREFORE, BE IT RESOLVED:</b> BY THE CITY COUNCIL OF THE CITY OF CROOKSTON: The City Clerk of the City of Crookston shall place a notice to hold a public hearing on February 26, 2024, at 5:30 PM in the City Council Chambers to gather citizen input for the Small Cities Grant Application to be submitted to the Minnesota Department of Employment and Economic Development.
Upon the	call of ayes and nays the vote stood as follows:
Council M	lembers voting in the affirmative:
Council M	embers in the negative:
Upon this	vote, the Mayor declares this resolution and, if passed, effective upon the Mayor's
signature	this Day of, 2023, at
Attest:	Mayor

\_\_\_\_\_ City Clerk

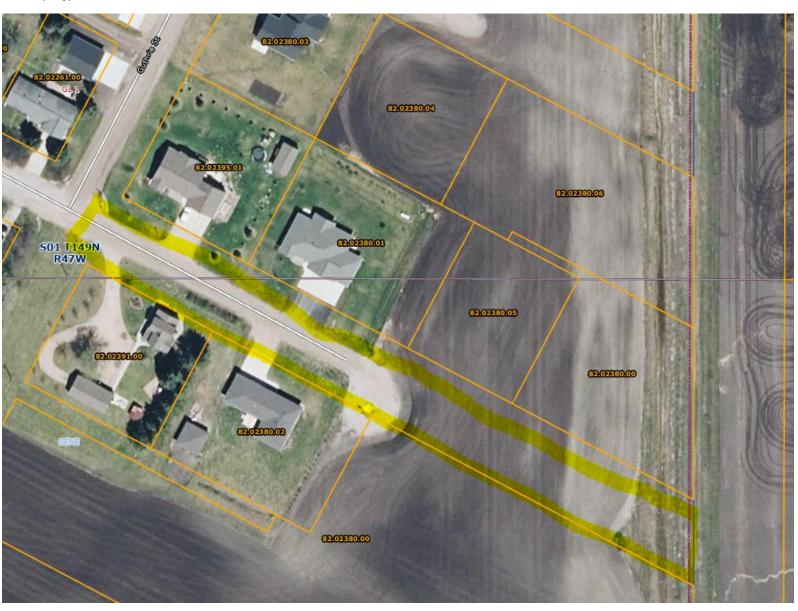
Ashley Rystad

Dale Stainbrook

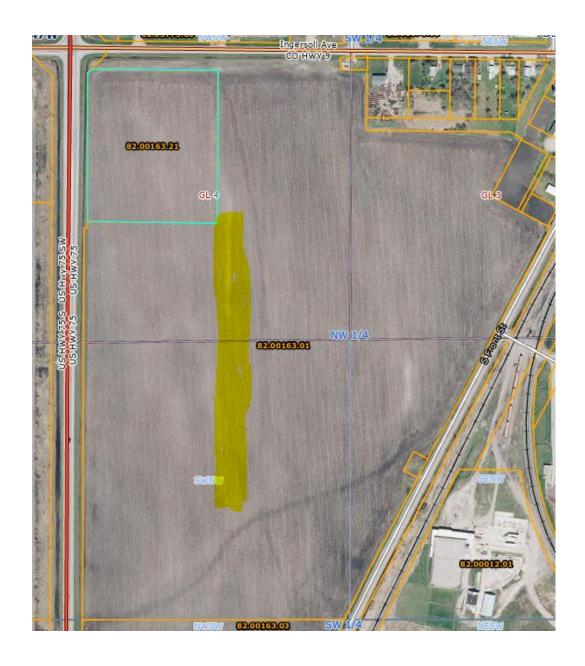
# Houston (City)



# Euclid (City)



# Extension of Ag Road (City)





3<sup>rd</sup> Ave (State)





POLK COUNTY 1

Old Bus Garage

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	<del></del>
At a regular meet	ing of the City Cour	icil of the City of Crooksto	n held on the 12th day of February 2024, Council
Member		offered the fol	lowing resolution which was seconded by Council
Member			
RESOLUTION A			VERS AGREEMENTS WITH THE CITY OF CROOKSTON AND POLICE DEPARTMENT.
into Joint Po Apprehensio for which th modify, and	owers Agreements on to use systems are City is eligible.	with the State of Minnesond tools available over the The Joint Powers Agreem (), systems, and tools over	Iting Attorney and Police Department desires to enter ota, Department of Public Safety, Bureau of Criminal State's criminal justice data communications network ents further provide the City with the ability to add, the five-year life of the agreement and obligate the
1. That the through its [	State of Minnesot Department of Publi	a Joint Powers Agreeme	f Crookston, Minnesota as follows: nts by and between the State of Minnesota acting nal Apprehension, and the City of Crookston on behalf ereby approved.
the Police Do	epartment. The Au	thorized Representative i	essor, is designated the Authorized Representative for s also authorized to sign any subsequent amendment esota to maintain the City's connection to the systems
for the Programment	secuting Attorney.	The Authorized Represe may be required by the St	accessor, is designated the Authorized Representative entative is also authorized to sign any subsequent tate of Minnesota to maintain the City's connection to
-	or and City Adminis Agreements.	strator for the City of Cro	okston are authorized to sign the State of Minnesota
Upon the call of a	ayes and nays the vo	ote stood as follows:	
Council Members	voting in the affirm	native:	
Council Members	s in the negative:		
Upon this vote, th	ne Mayor declares t	his resolution	and, if passed, effective upon the Mayor's
signature this	Day of	, 2023, at	

Mayor

Dale Stainbrook

Ashley Rystad

\_\_ City Clerk

Attest:



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Crookston on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

#### Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

# Agreement

# 1 Term of Agreement

- **1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- **1.2** Expiration Date. This Agreement expires five years from the date it is effective.

# 2 Agreement Between the Parties

**2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

## 2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

- method of access and can change the methodology following the process in Clause 2.10.
- **2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <a href="https://bcanextest.x.state.mn.us/launchpad/">https://bcanextest.x.state.mn.us/launchpad/</a>.
- 2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <a href="https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx">https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx</a>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <a href="https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS">https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS</a>.

#### 2.6 Access Granted.

- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
- B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- **2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- **2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- **2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- **2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.
  - This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.
- **2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- **2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

#### 3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

#### 4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent

Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue

Saint Paul, MN 55106

Telephone: 651.793.2590

Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Tanner C. Holten, Attorney

Address: 201 ½ N Broadway

PO Box 457

Crookston, MN 56716

Telephone: 218.281.4168

Email Address: <u>tholtennwmnlaw.com</u>

# 5 Assignment, Amendments, Waiver, and Agreement Complete

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

- **5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- **5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- **5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

# 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

# 7 Audits

- **7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
  - Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- **7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

**7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

#### **8** Government Data Practices

- 8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

# 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

# 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- **9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

# 9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

- **9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.
- **9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

#### 10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 11 Termination

- **11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.
- 11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

# 12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

# The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT	2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION
Name:(PRINTED)	Name: (PRINTED)
Signed:	Signed:
Title: (with delegated authority)	Title: (with delegated authority)
Date:	Date:
Name: (PRINTED)	3. COMMISSIONER OF ADMINISTRATION As delegated to the Office of State Procurement  By:
Signed:	Date:
Title:(with delegated authority)	
Date:	

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Crookston on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

#### Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 240672, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

- 1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

- **a.** "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.
- **b.** "Court Data Services" means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is <a href="www.courts.state.mn.us">www.courts.state.mn.us</a>) or other location designated by the Court, as the same may be amended from time to time by the Court.
- **c.** "Court Records" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
  - i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
  - ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- **d.** "DCA" shall mean the district courts of the state of Minnesota and their respective staff.
- e. "Policies & Notices" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

- f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.
- **g.** "Court" shall mean the State of Minnesota, State Court Administrator's Office.
  - **h.** "Subscriber" shall mean the Agency.
- i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.
- 3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.
  - **a.** Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
  - **b. Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
  - c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

## 5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- **a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- **b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.
- c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- **d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.
- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.
- 6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

- 7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
  - a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.
  - **b.** Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.
  - **c.** Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."
  - d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

- e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- **f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.
- 8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.
- 9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

### 11. [reserved]

- 12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.
  - a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.
  - b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.
  - c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.
  - d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

- 13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.
- **14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

### 15. WARRANTY DISCLAIMERS.

- **a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- **b.** ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.
- 16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

- 18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- **20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.
- **22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
- 23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- **24. INTEGRATION**. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

# 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name:
Name:(PRINTED)
Signed:
Title:
Title: (with delegated authority)
•
Date:
Name:
(PRINTED)
Signed:
Title:
(with delegated authority)
Date:

# 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name:
Name:(PRINTED)
Signed:
Title:(with delegated authority)
Date:
3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division
Ву:
Date:
4. COURTS Authority granted to Bureau of Criminal Apprehension
Name:(PRINTED)
Signed:
Title:(with authorized authority)
(with authorized authority)
Date:

	RESOLUTION NO	
At a regular meeting of the Ci	ty Council of the City of Crookston held on the 12th day of F	February 2024, Council
	offered the following resolution which wa	•
Member		,
	ING THE MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA CO	OURT DATA SERVICES FOR
	urt Administration (Court) offers court data services to Minnesota Govern the rules of public access and court order; and	nment subscribers of which the City of
WHEREAS: The Court data service as permitted; and	es are offered to government subscribers, as governmental units and ar	e offered solely for governmental use
the efficient performance of its	desires to use court data services and the Court desires to provide the s Governmental duties as required or authorized by law or court rule in Jing in any federal, state or local court, or agency or before any self-regul	n connection with any civil, criminal,
court information that is not acce	ay involve a one-way or two-way transmission of information between the essible to the public according to the rules of public access, and which eval of the appropriate court, or record custodian; and	
	agrees herein to limit its access to the use of court records, and court digitimate governmental business need); and	ocuments through court data services
WHEREAS: Minnesota Governme agency through log-in accounts for	ent Access(MGA) provides electronic access to appropriate court record rethe individual agency user; and	ds and documents for a government
WHEREAS: The City of Crookston i	is a government agency, which desires electronic access to appropriate co	ourt records, and documents; and
agreement for Minnesota Court of City Attorney or their respective s	ED by the City Council of Crookston, Minnesota as follows: The city of Crodata services for governmental agencies, a copy of which is attached he successors execute any documents, including amendments thereto as pubscriber agreement for Minnesota Court data services for governmental (GA)	ereto and, the City Administrator and repared and approved by the State of
	Iministrator and City Attorney, sign and execute every document necess hereto as reviewed and approved by the City Administrator and City Atto	
Upon the call of ayes and nay	s the vote stood as follows:	
Council Members voting in th	e affirmative:	
Council Members in the negation	tive:	
Upon this vote, the Mayor de	clares this resolution and, if passed, eff	ective upon the Mayor's
signature this Day of _	, 2023, at	

Attest:

Ashley Rystad

\_\_\_\_\_ City Clerk

\_\_\_\_ Mayor

Dale Stainbrook



# Request Form for New Minnesota Government Access (MGA) Login Accounts

## 1. Instructions to Applicant

Minnesota Government Access ("MGA") provides electronic access to appropriate court records and documents for a government agency through log-in accounts for the individual agency users. MGA is an Internet browser-based application that requires no installation.

This Request Form is intended for an entire government agency, not an individual user. User this form to make the initial request for the new user accounts for the agency; not to make changes to an existing account. Only one agency may apply per form.

Complete this entire form. You may clearly print, type, or complete electronically.

**Tip:** To complete this form electronically: 1) save to your computer, 2) press Tab to fill out the form fields, 3) save and attach to email submission.

### 2. Applicant Information (ALL FIELDS ARE REQUIRED)

Today's Date:	Agency Account Manager (Agency Contact)
Mailing Address:	Name:
	Position/Title:
	Phone:
County (if statewide agency, enter "State"):	Email:
County/City/State Agency:	Agency Director/Manager Authorizing Request (if different than Agency Account Manager)
Note: Identify your agency name as it is written on the front page of the Master Subscriber Agreement attached to this request. If you are creating a new agreement, identify your agency name at its highest level, such as Anoka County Attorney's Office, City of Willmar, or Minnesota Department of Public Safety.	Name:
	Position/Title:
	Phone:
	Email:



### 3. Individual User Account Information

Individual users (authorized employees, contractors, student attorneys) have individual logins and passwords for MGA. All authorized individual users in your agency who will be using MGA must register for an MGA user account before this request is submitted.

 Attach a completed Court Administrative Tool (CAT) that lists all user information to this request.

**NOTE:** The signed, attached Master Subscriber Agreement requires that you keep a record of everyone who will be given access to an MGA account.

### 4. Individual User Acknowledgement Forms

All authorized individual users in your agency who will be using MGA must complete an Individual User Acknowledgment Form before this request is submitted.

• Please provide a copy of all signed Individual User Acknowledgement Forms with this request.

**NOTE:** The signed, attached Master Subscriber Agreement requires that all individual users sign the User Acknowledgment Forms prior to using MGA and that you keep a record of all User Acknowledgment Forms.

## 5. Signatures

This Request Form is submitted in connection with and made part of the most recent Master Subscriber Agreement executed by the Applicant and the State. An individual authorized to sign on behalf of and bind the government agency in written agreements signs under the Applicant signature block below.

Applicant	The State	
Ву:	Ву:	
Date:	Date:	
Name:	Name:	
Title:	Title:	
Office:	Office:	
6. Submission		

This Request Form and all required attachments should be emailed to GSAreceiving@mjbcourtnet.courts.state.mn.us

RESOLUTION NO		
At a regular meeting of the City	Council of the City of Crooks	ston held on the 12th day of February 2024, Council
At a regular meeting of the City	council of the city of crooks	stoff field off the 12th day of February 2024, Council
Member	offered the f	following resolution which was seconded by Council
Member		
		AM (IRP) LOAN REQUEST OF L & C STAHLECKER & SONS, LLC, AND AS (DBA) CROOKSTON INN & CONVENTION CENTER
<b>WHEREAS:</b> On January 8, 2024, the and operational policies; and	Crookston City Council adopted	I and established the Intermediary Relending Program (IRP) guidelines
WHEREAS: The Crookston Developme loan fund guidelines established by the		e has implemented the Intermediary Relending Program (IRP) revolving
Stahlecker Hospitality, LLC DBA Crook	kston Inn & Convention Center, i hich request was in the amount	ommittee received an application from L&C Stahlecker & Sons, LLC and requesting a loan from the City of Crookston through the Intermediary t of \$250,000 and which loan funds would be used to purchase all real
	nts with respect to the \$250,00	Committee met on February 6, 2024, to review and analyze the loan 100 loan request presented to it by L&C Stahlecker & Sons, LLC and and
application and supporting documer	ntation provided by L&C Stahlec	nittee extensively and thoroughly reviewed and discussed the loan cker & Sons, LLC and Stahlecker Hospitality, LLC DBA Crookston Inn & oproval or denial of the loan application; and
<b>WHEREAS</b> : The Crookston Inn and Co a positive impact on the City's and its		Scobey's Pub and Grub are an asset of the City of Crookston and have
		f Crookston: approval of an Intermediary Relending Program (IRP) loan pokston Inn & Convention Center in the amount of \$250,000.
		CROOKSTON: The City Administrator and the City Attorney or their agreement in the amount of \$250,000.
<b>BE IT FURTHER RESOLVED:</b> The May prepared and approved by the City A		re authorized to sign loan documents and any amendments thereto as
Upon the call of ayes and nays t	he vote stood as follows:	
Council Members voting in the a	iffirmative:	
Council Members in the negative	e:	
Upon this vote, the Mayor decla	res this resolution	and, if passed, effective upon the Mayor's
signature this Day of	, 2023, at	

\_\_\_\_ Mayor

Dale Stainbrook

Ashley Rystad

\_\_\_\_\_ City Clerk

Attest: