

# City of Glyndon

Minnesota



City Council:

Mayor Tracy Tollefson  
Justin Schreiber  
Bryant DeVries  
Patrick McCoy  
Steven Ring

## **Glyndon City Council Packet**

**May 24th, 2023, at 6:00 p.m.**

**City Hall Council Chamber**



**Agenda for Glyndon City Council**  
**5/24/2023 – 6:00 p.m.**  
Regular Council Meeting  
City Hall Council Chambers

1. **Call to Order:** Mayor Tracy Tollefson
2. **Roll Call**
3. **Motion to Approve Consent Agenda**
  - a. **5/10/2023 – Council Meeting Minutes**
  - b. **Approve Resolution of Payments**
4. **Any Additions to the Agenda** (*urgent items only please*)
5. **Motion to Approve Agenda**
6. **Open Forum – Public Comments/Concerns** - *\*this is the time for the General Public to address the Council regarding a City Business item that is not on the agenda. Typically, decisions will not be made at this meeting but will be referred to staff for further research. The Open Forum shall not be used to make political statements, political endorsements or for any political campaign purposes.*
7. **Mayor/Department Reports**
  - a. **Justin Vogel, Police Chief**
  - b. **Travis Braton, Public Works Supervisor**
    - **Approve Hiring Benjamin Thureen for the Seasonal Maintenance Worker Position**
  - c. **Bob Cuchna, Fire Chief**
  - d. **Wendy Affield, City Clerk**
  - e. **Tracy Tollefson, Mayor**
8. **Committee Reports**
  - **Glyndon Days / Parks / Public Relations Committee Meeting Update**
9. **New Business**
  - a. **Approve 36 Month Service Agreement with Aramark for Community Center Mats and Mops Delivery Service** (*need a motion*)
  - b. **Approve Proclamation from National League of Cities Proclaiming June as Small Cities Month** (*need a motion*)
  - c. **Approve Resolution 2023-4 – A Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for Charleswood Addition** (*need a motion*)
  - d. **Approve Resolution 2023-5 – A Resolution Ordering Preparation of Report on Improvement for Parke Avenue S from 12<sup>th</sup> Street SE to 14<sup>th</sup> Street S** (*need a motion*)
  - e. **Southview Subdivision – Pumps in Holding Pond**
10. **Time to Discuss the Additions to the Agenda** (*only discuss if added and approved in #4 above*)
11. **Old Business / Unfinished Business Updates**
  - a. **Nuisance Ordinance #194** (*still being reviewed by Ken Norman*)
12. **Miscellaneous Announcements & Recognitions**
13. **Adjournment**

*The next Council Meeting is Scheduled for Wednesday June 14th, 2023, at 7:00 a.m.*

**Glyndon City Council**  
**5/10/2023**  
**Regular Council Meeting - 7:00 A.M.**  
**City Hall Council Chambers**

1. **Call to Order:** Mayor Tracy Tollefson called the meeting to order at 7:00 a.m.
2. **Roll Call:** Council Members Present: Patrick McCoy; Steven Ring, Bryant DeVries; Police Chief Justin Vogel; City Clerk Wendy Affield.

**As Per Sign in Sheet:** Dan Farnsworth & Paul Bervik from MetroCOG; Nick Olek.

**Virtual Attendees:** Fire Chief Bob Cuchna; Ryan Wentzel

**Absent:** Council Member Justin Schreiber

3. **Motion to Approve Consent Agenda** – A motion to approve the consent agenda was made by Steven Ring, seconded by Patrick McCoy. All in favor.  
Motion Carried.

a. **4/26/2023 – Public Hearing Minutes**

b. **4/26/2023 – Council Meeting Minutes**

c. **5/3/2023 – Special Meeting Minutes**

d. **Approve Resolution of Payments**

- **Approve Committee Meeting Dates and Times for May-August**
- **Approve Using \$13,255 of ARPA Funds for Purchase of Hose Washer for Fire Department from Heiman Fire Equipment**
- **O'Reilly's Invoice for \$91.66**
- **MACs Invoice for \$12.99**
- **Mileage for Fire Chief Bob Cuchna**

4. **Any Additions to the Agenda** – None.

5. **Motion to Approve the Agenda** – A motion to approve the agenda was made by Steven Ring, seconded by Patrick McCoy. All in favor.  
Motion Carried.

6. **Open Forum – Public Comments/Concerns** – None.

7. **Department Reports – Committee Reports** -

a. **Justin Vogel, Police Chief** – Chief Vogel stated his department is still very busy with lots of calls for service recently, and they are still a bit short-handed with one officer out and another in training. The department's new squad should be ready by next week. Mayor Tollefson asked if the school will be requesting the Police Department's assistance on any end-of-year activities? Chief Vogel said yes, they will be helping out with prom, and also with the end of school lunch at Johnson Park. He said they are also working on this summer's schedule for youth events and community outreach and will be assisting UC HOPE with two different events for kids. Mayor Tollefson said if UC HOPE would like to have a Council Member present for any event, have them reach out to Council and someone will gladly be there. Vogel agreed that is a great idea. Mayor Tollefson also wanted to add that the post-prom event will be

held at the Glyndon site this year instead of in Dilworth. She said they now prefer to have everything at the same site.

**b. Maintenance Committee – Tollefson & DeVries** – Mayor Tollefson said new Water Superintendent Travis Braton will be starting officially next Monday, May 15<sup>th</sup>. Affield said Braton will also be here this coming Friday to get a tour of the ponds and lift stations. Mayor Tollefson said Braton had previously mentioned the Minnesota Municipal Utilities Association (MMUA) and asked if the City was a part of that? Affield said no. Mayor Tollefson then said her brother-in-law works for the MMUA and said they will get a few towns together to train so they can keep the costs low. She thinks it might be something to look into, especially from a safety perspective as they do all kinds of training. She also noted that Xcel Energy came out and fixed the light pole which had been knocked over in Southcreek, and asked if the City normally schedules a street sweep prior to graduation day? Affield said yes, and then usually once more prior to Glyndon Days. Mayor Tollefson said it would be good to have Wegenast sweep off the medians prior to the street sweepers coming through.

**c. Bob Cuchna, Fire Chief** – Cuchna said the department has been very busy lately with grass fires, and also assisted with a large fire over in Moorhead.

- **Estimates for Repairs to the Fire Department Generator** - He is currently trying to get some of the fire hall's equipment fixed and thanked Ring for having Cummins and Air Mechanical come out to get some estimates for a new generator. He said one of the quotes is likely for a generator the same size as what they currently have and thinks it may be too small. Cuchna said they will need to look at a generator which can also support a larger-size air compressor. He said these quotes are good to at least get an idea of what a new one will cost.

Cuchna then made note to Vogel that he checked with the Red Cross and they do vet their volunteers beforehand in the case of emergencies. Vogel said he had also spoke with them but his department will do their own vetting as well. Cuchna said the previous Council meeting's minutes appeared to state that the City does not have a shelter-in-place plan, but he says there is one. He said there just isn't a current Memorandum of Understanding with the Red Cross. Mayor Tollefson asked to clarify if the Council needs to correct the minutes? Cuchna said no, he just wanted everyone to know there is a shelter-in-place plan, just not a current MOU. Vogel said when he spoke with the Red Cross they said they have never had one with the City. He said he worked with the Red Cross representative and came up with a plan that will be discussed later during the meeting. Cuchna said that is good news, and they will also need to get one ready for the churches and the school.

- **Would Like Approval to Order 4 Indian Smokechaser Pro 5-Gallon Fire Pumps That Would Total \$1,108** – Cuchna said they found several pumps which were old and leaking, and two pipes broke off of another pump so they are waiting on parts for that. He said replacing these are just a formality, but because the cost is over \$1,000, he will need Council's approval. Ring said regarding the current generator, if Cuchna believes it is too small then he should have someone come out and do a test load on the building, and that way determine exactly what size will be needed. He said it would be a futile effort to have quotes for generators which end up not being right for the building's size and needs. Cuchna agreed and said some equipment had been added to the building after the current generator was already there. He said he will contact Cummins again. Ring also said the two companies who have done diagnostics already have said the shed where the current generator sits needs to be torn down otherwise they will not warranty a new generator. Cuchna agreed, and thinks the generator was probably put in there because it had a concrete pad. A motion to approve the order of four new fire pumps was made by Bryant DeVries, seconded by Steven Ring. All in favor.  
Motion Carried.

**d. Wendy Affield, City Clerk** – Affield said she was notified by the Metropolitan Council of Governments (MetroCOG) that there will need to be a new liaison from the City as Dave Owings was the previous one. Representative Dan Farnsworth explained they are a federal transportation planning organization for the Fargo-Moorhead area as far east as Hawley and Barnesville and to the west to Casselton and Kindred. He said they can help with federal transportation funding and allocate those funds where needed. He gave Parke Avenue as an example, and said they also assist in planning the Safe Routes to School Plan for the DGF School District. Affield said MetroCOG has also assisted the City with their zoning ordinance. Ring said he will volunteer to be the new liaison.

**e. Tracy Tollefson, Mayor** – Mayor Tollefson said she only wanted to note that today is the final Spring Clean Up Day. She asked if there was additional assistance for the Maintenance Department today since they are shorthanded? Vogel said workers are on hand from both the County’s Sentence To Serve and Work Detail programs. He expects everything to be all wrapped up by the end of the day.

**8. Committee Reports** – None.

**9. New Business** –

**a. Clay County Heartland Trail Presentation from Dan Farnsworth** – Farnsworth explained he and counterpart Paul Bervik are from MetroCOG and are presenting information today about The Clay County Heartland Trail project. He said they are looking to get funds for an upcoming 2024-2025 study regarding the implementation of the trail. Farnsworth referred Council to the presentation packet as he went along.

**Overview:** The current Heartland Trail is a 49-mile paved shared-use path that extends from Park Rapids, MN to Cass Lake, MN. It was constructed in 1976 with the Walker to Cass Lake portion constructed in 2002. In 2006, the MN legislature authorized the extension of the Heartland Trail from Park Rapids to Moorhead. Farnsworth said it used to be a rail bed that eventually was abandoned and eventually turned into a trail. The state approved the extension of the trail to Moorhead but did not allocate any funding for it. In 2011, the MN DNR put together a master plan for a high-level alignment of the trail, and the possible towns it might run through.

**Trail Information:** Farnsworth referred to the map showing different high elevation alignment options from Park Rapids to Moorhead and said depending on the route taken the trail is anywhere from 85 miles to 100 miles long. He said the current route which is being looked at has already had some work done in Becker County from Detroit Lakes to Frazee. Farnsworth said it is visible now on the north side of Hwy. 10, and approximately 11 miles is fully finished. Mayor Tollefson asked if Becker County has achieved this through their strategic planning or other methods? Farnsworth said he believes so, but knows they have had a lot of local support through the Tourism Department and their Chamber of Commerce. Vogel asked if this trail is mainly for pedestrian and bicycle use, or are snowmobiles allowed too? Farnsworth said it will be for everyone including snowmobiles, but that is only until the trail reaches or goes through a town, and it will be up to each town to decide if they want to allow snowmobiles per their ordinances. Vogel asked about using ATVs or side-by-side vehicles? Farnsworth said those are not allowed on the trail.

**Proposed Trail Alignment in Clay County:** Farnsworth said the map for this portion of the trail shows two different alignment options after going through the City. He said it is roughly 37 miles long, and so far connects Hawley with Buffalo River State Park, with the goal of going through Glyndon and Dilworth on to Moorhead. He said the Parke Avenue Project included a one-mile stretch of the trail with its ten (10) foot pathway. Farnsworth said the connection to Parke Avenue would come from 12<sup>th</sup> Street

South, then up Parke Ave to either cross Highway 10 and go up to 28<sup>th</sup> Avenue N, or it could head west along Highway 10 to Dilworth. Vogel asked why the last portion of the trail goes so far north of Moorhead? Farnsworth said this has been discussed as Centennial Park was to be built up there and then the path could connect to the 12<sup>th</sup> Avenue overpass. He said traffic in Moorhead makes it really tricky to plan a pathway through town, but it is being looked at, especially since one alignment would be from Highway 10 into Moorhead. Affield said at the recent MetroCOG meeting she attended, Dilworth City Administrator Peyton Mastera had been vocal about having the trail go through Dilworth and then north on 7<sup>th</sup> Street. Mayor Tollefson noted that 7<sup>th</sup> Street has a brand-new sidewalk, and Farnsworth agreed saying that route is also being considered as a possibility. Affield said she worries more for safety reasons if the route goes so far north and away from town.

**Recent Clay County Efforts:** Farnsworth said the County formed a Heartland Task Force in 2014, and in 2015 held public meetings about the trail. A preliminary alignment was put together and a new traffic signal/trail crossing was installed on Highway 10 in Hawley. He said they have also had several meetings with area landowners and developers who would be affected by the trail. And again, he said the one-mile stretch in Glyndon was a part of this plan.

**Clay County Heartland Trail Study:** Farnsworth said MetroCOG is looking at taking the next step and conducting a study of the alignments and all possible options. He said this is a 2-year study which would begin next year, and consultants would be hired to put together the necessary alignment details. This study would also provide planning-level cost estimates and would engage both the public and property owners. Farnsworth said this study will also help put the trail into consideration for future grants and funding. He said MetroCOG gets studies eighty percent (80%) federally funded, and then the remaining twenty percent (20%) has to come from the local jurisdictions. Clay County's portion would be twenty-five thousand dollars (\$25,000) over the two years, and the City's portion would come to six thousand dollars (\$6,000). He said if the City is willing to move forward, the first-year payment would be three thousand dollars (\$3,000). Mayor Tollefson asked if they have already met with Moorhead, Dilworth, and Hawley? Farnsworth said they have met with Clay County, Moorhead, and Dilworth. She then asked if the costs listed here were determined by population? Farnsworth said they were more based on spreading it out. Mayor Tollefson asked when MetroCOG would need an answer? Farnsworth said it doesn't have to be today, but perhaps in a month or so would be good. Ring asked if the project begins in 2024? Farnsworth clarified that the study would begin in 2024. Ring then asked what borders of the trail would the City be responsible for? Farnsworth said only the portion which lies within the City limits. DeVries noted if the trail goes north of town, the road up there is going to be redone this summer, which may make future implementation easier. Vogel asked if the trail ends up going along Highway 10, which side would it be on? Farnsworth said the study so far is showing the trail would be on the south side. Vogel said if the trail comes through the City's downtown area, would that improve the likelihood of getting grants as the City grows? Farnsworth said it is very likely, and other towns have revitalized their downtowns this way. Mayor Tollefson asked if Council wants to wait and take some more time to discuss it, or make a motion today? Council agreed to move forward. A motion to approve the funds requested for the Heartland Trail Study for 2024-2025 was made by Patrick McCoy, seconded by Steven Ring. All in favor.  
Motion Carried.

**b. American Red Cross Facility Use Agreement Discussion** – Mayor Tollefson said there was previous discussion about this agreement but now the plan is more formal. Vogel said this is more of a standard agreement, and he also had City Attorney Ken Norman take a look at it too. He said if the Red Cross has to use the Community Center, then it is during a disaster such as a tornado or major flood. If the Governor declares a national emergency, this is when Red Cross takes over and all costs would be covered federally, including salaries and any equipment usage. Mayor Tollefson asked about Norman's

notes, and if these are going to be revisions sent back to the Red Cross? Vogel said this is just a blanket agreement and no changes could be made. Ring asked if there was only a local emergency, what would the City be able to do? Vogel said it would then be up to the City whether or not to open the Community Center. He said it would also be wise to consider the size of the center, and if it for some reason can't be open, then what is our next available option. Mayor Tollefson said at the school they are considering a similar agreement as well. A motion to approve the American Red Cross Facility Agreement was made by Steven Ring, seconded by Bryant DeVries. All in favor.  
Motion Carried.

**c. Current Wheelage Tax Funds Available for the City is \$22,576.73 – Informational only.**  
Affield said these funds accumulate and get used for larger projects. Ring asked for more clarification about this tax? Affield said she believes these are calculated by the County from individual vehicle registrations within each city, but will do some more research on it and get back to Council.

**d. April 2023 Expense/Revenue Budget Sheets for Review – Informational only.**

**10. Time to Discuss Additions to the Agenda – None.**

**11. Old Business/Unfinished Business Updates –**

**a. Nuisance Ordinance #194 –** Mayor Tollefson said the ordinance is still being reviewed by Norman. She asked if he has given any inclination to when he might be finished? Affield said maybe by the next regular meeting, although Norman has said he wants to be as thorough as possible. Vogel said he also spoke with Norman and discussed going into every detail to make sure it is solid when it's finally ready, and it is a lot of information to review. Whatever changes Norman may suggest will be presented to Council for review. Affield said Council can choose to do a public meeting also. Mayor Tollefson agreed and said it will be important for the entire community to look at the whole draft prior to it being finalized. Ring said it would be wise for Council to brush up as much as possible on it as there will likely be a lot of questions from residents. DeVries agreed and said he thinks this is why resident Nick Olek is here today. Olek said he had heard some things and wanted to clarify where the Council is in the process, and how the community will eventually be involved. Mayor Tollefson said it will be very important for the Council to be able to hear directly from residents about any suggestions they may have, or other concerns. She said the goal is not to impose fees and make a bunch of money, but rather to ensure the ordinance is uniform for everyone. Olek said he has a lot of thoughts already, but wants to wait until the ordinance is ready and really ensure everyone gets a chance to talk about it. He asked what was the main focus behind getting this ordinance put together? McCoy said it is mainly because the City needs something codified, as there needs to be a standard procedure to follow. He said the Council realized via reviewing other policies that this was missing and needed to be put in place. Mayor Tollefson said the goal was to have something in place that says if you are a resident or business within City limits, then this is the expectation for your property. She said the City's current ordinances are not organized, and the discussion last year was to dig in and review all of the ordinances to see what needs to be clarified or amended, and to move towards having a concise, all-in-one resource that everyone can read if they have questions. Olek asked what the Council's timeline is for this ordinance? Mayor Tollefson said the Council first has to wait until Norman finishes his review, then there will be a public meeting so residents can ask questions then the Council will have to do two (2) readings before it can pass. She said the goal is to be as welcoming as possible for any thoughts or comments, and will likely hold the meeting at the Community Center. Olek then asked how the Council plans to get the word out? Vogel said there is too much content in the ordinance to do a poll, but the City will be publishing notices on it via the website, Facebook page, text, and email alerts. Affield said they will also need the public's help in getting the word out. Mayor Tollefson agreed and said both businesses and residents alike really need to come

forward with their thoughts and concerns, as the ultimate goal is to have this ordinance benefit the entire city and have things looking nice so that people will want to move here.

**12. Miscellaneous Announcements & Recognitions** – Affield said the new committee meetings calendar has a couple of things needing to be changed, and then she will email everyone an updated copy.

**13. Adjournment** – A motion was made by Steven Ring to adjourn at 7:52 a.m., seconded by Bryant DeVries. All in favor.  
Motion Carried.

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Tracy Tollefson, Mayor

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Wendy Affield, City Clerk

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Heather Johnson, Administrative Assistant

May 10, 2023 Council Meeting Minutes



**CITY OF GLYNDON**

**RESOLUTION RECORD**

5/24/2023

**RESOLUTION ALLOWING CLAIMS & ORDERING PAYMENT THEREOF**

**WHEREAS**, THE CITY CLERK HAS AUDITED AND THE DEPARTMENTS HAVE APPROVED THE FOLLOWING CLAIMS AGAINST THE CITY OF GLYNDON, AND HAVE CERTIFIED THAT SUCH CLAIMS ARE PROPERLY PAYABLE BY THE SAID CITY, AND THAT THE SAID CITY CLERK HAS VERIFIED SUCH CLAIMS TO BE PAID AND HAS SATISFIED HERSELF THAT SUCH BILLS AND CLAIMS ARE PROPER CHARGES AGAINST THE CITY OF GLYNDON;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLYNDON, MINNESOTA,

FUNDS:

**Wednesday, May 24th, 2023**

Vendor	Description	Code	Amount
Aramark	Community Center Mats	101-43000-210	\$36.77
Acme Tools	Honda Series Ring Pump - Fire Dept	501-45000-211	\$549.00
City of Moorhead	Compost Services for April 2023	401-41000-386	\$105.20
Clay County Auditor	Final LOC Payment for Southview Special	101-41000-50102	\$3,784.74
Code 4 Services	Final Installation of Supplies - Police Squad	101-42000-550	\$3,872.23
Colonial Life Insurance	Employee Extra Insurance Premium	G 101-29000	\$63.04
Core & Main	MXU Readers for Water Meters	201-44000-403	\$5,545.35
Cuchna, Bob	Mileage Reimbursement for Fire Dept	501-45000-212	\$34.06
D & S Construction of DL	Building Inspector Retainer for May	101-41000-300	\$500.00
Engstrom, Sondra	Patches on Police Uniforms - Vogel	101-42000-300	\$12.00
Galls	Hawk Lapel Microphone - Police Dept	101-42000-210	\$202.77
Great American Financial	Copy Machine Rent for City Hall/Police	Coded Separate	
Hawkins	Azone Chemicals - Water Dept	201-44000-216	\$825.51
Jeff's Plumbing	Installed Meter/Supplies @ 101 Pleasantv	201-44000-300	\$226.00
K&D Electric	Replaced Fountain Receptacles Southview	City or Richards?	\$278.69
Lakes Country Service <b>ACH</b>	Health Insurance for Employees - MEDICA	G 101-21706	\$3,827.20
Law Enforcement Labor	Police Union Dues for Ryan, Annie & Teryn	G 101-21707	\$202.50
Macs	Fire Dept Truck Repairs	501-45000-211	\$32.56
Menards	Grass Repairs and Locate Supplies	Coded Separate	\$131.19
Minnesota Dept of Health	Quarterly Water Connection Fee - 2nd Qtr	201-44000-300	\$1,010.00
Railroad Management Co	Water & Sewer Line Leases	Coded Separate	\$645.40
Roger Fischer TreeService	Removed 2 Trees on City Property	101-47000-219	\$2,400.00
RMB Environmental Lab	Water/Well Testing on 4/28 & 5/18	201-44000-300	\$357.20
RMB Environmental Lab	Wastewater Testing on 5/15/23	301-44000-300	\$186.22
Runnings	Fire Dept Truck Repairs	501-45000-211	\$13.45
Schock, Ryan	Food & Gas for Training 5/8 to 5/12 - Police	101-42000-208	\$170.20
SSI Crestmark MN Holding	US Solar Xcel Payment for April	Coded Separate	\$1,666.28
Strata	Class 5 Gravel for Alley Repairs	101-47000-224	\$289.56
		<b>TOTAL</b>	<b>\$26,677.56</b>
<b>AS CERTIFIED BY WENDY AFFIELD CITY CLERK</b>		<b>GRAND TOTAL</b>	<b>\$26,677.56</b>



**SERVICE AGREEMENT**

**Customer's Service Location**

Customer# 161332701  
CITY OF GLYNDON-COMMUNITY CENTER  
212 PARTRIDGE AVE S  
GLYNDON, MN 56547

**Customer's Billing Address**

Customer# 161332701  
CITY OF GLYNDON-COMMUNITY CENTER  
PO BOX 223  
GLYNDON, MN 56547

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (per item)
CE0102BLAK DUST MOP HANDLE X	2	\$0.180	EOW	100%	N/A	\$20.493
DM0001BRWN MAT NYLON/RUBBER 4X6	4	\$17.056	E4W	50%	N/A	\$92.884
DM0001BRWN MAT NYLON/RUBBER 3X5	2	\$12.684	E4W	50%	N/A	\$60.539
DP0018GREN MOP SYNTHETIC BLN 36	4	\$2.990	EOW	100%	N/A	\$16.838
CE0104BLAK WET MOP HANDLE X	0	\$0.497	EOW	100%	N/A	\$26.234
DP0025GREN WET MOP NYLON LGER	4	\$2.524	EOW	100%	N/A	\$23.862

**ADDITIONAL CHARGES:**

DESCRIPTION	RATE	DESCRIPTION	RATE
Service Charge	___ \$14.35 ___ per Week	Company Emblem	___ - ___ per Emblem
Preparation Charge	___ - ___ per Garment	Other Emblem	___ - ___ per Emblem
Bill Assure	___ - ___ per Week	Name Emblem	___ - ___ per Emblem
Multi-day Stop Charge	___ - ___ per Additional Stop	Other Charges/Services	

**TERMS AND CONDITIONS**

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customers requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify AUS of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of AUS. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined Merchandise covered by EasyCare and Merchandise covered by Inventory Maintenance or Bill Assure.

Terms and Conditions Continued on Next Page

## TERMS AND CONDITIONS (Continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply. If an "Inventory Maintenance" charge is included, AUS will replace the corresponding Merchandise that is lost or ruined by Customer without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Inventory Maintenance.

If a "Bill Assure" charge is included, AUS will replace rented or leased Merchandise that is lost or ruined without any additional loss or ruin charges. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by Bill Assure and Customer is still responsible for preparation, name and emblem charges. Either party may discontinue Bill Assure at any time by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. In addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

**Service Guaranty:** Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare®, Inventory Maintenance and Bill Assure do not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is

Merchandise that is not part of Company's standard product line or is embroidered, silkscreened, logoed or otherwise customized. Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of the Merchandise in areas where contact with flames or hazardous substances is possible or where it is alleged that the Merchandise was not appropriate for the actual use. Customer will immediately notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. Customer is responsible for determining if additional safety measures are needed under specific conditions.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event will AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

AramarkUniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

CITY OF GLYNDON- \_\_\_\_\_ 218-498-2578 \_\_\_\_\_  
Name of Customer Customer Phone Number

HOVELSON, KEITH B \_\_\_\_\_ GM \_\_\_\_\_  
AUS Representative Name and Title

\_\_\_\_\_  
Name of Customer Contact

By \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Customer Representative

*HOVELSON, KEITH B* \_\_\_\_\_ Date: \_\_\_\_\_  
Signature - AUS Representative

# PROCLAMATION

## National League of Cities Small Cities Month June 2023

**WHEREAS** small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

**WHEREAS** small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

**WHEREAS** the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

**WHEREAS** state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

**WHEREAS** organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

**WHEREAS** during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small-town America; and

**WHEREAS** the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month.

**NOW THEREFORE** the Council of Glyndon does hereby proclaim June 2023, as Small Cities Month, and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

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Tracy Tollefson, Mayor

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Wendy Affield, Clerk/Treasurer

# CITY OF GLYNDON, MINNESOTA

## RESOLUTION 2023-4

### RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the Council on March 22, 2023, the City Engineer has prepared plans and specifications for the improvement of infrastructure including watermain, sanitary sewer, storm sewer and street items for the Charleswood Addition to the City of Glyndon, Clay County Minnesota, and has presented such plans and specifications to the council for approval:

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLYNDON, MINNESOTA:**

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper (*and on the QuestCDN.com website*) an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for a minimum of fourteen days, shall specify the work to be done, shall state the SPECIFIC DATE THAT bids will be received by the Clerk, at which time they will be publicly opened in the Council Meeting room of the City Hall by the City Clerk and City Engineer, will then be tabulated, and will be considered by the Council at the next public meeting of the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a Bid Bond payable to the Clerk for five (5) percent of the amount of such bid.

Adopted by the Council this 24<sup>th</sup> day of May 2023.

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Tracy Tollefson, Mayor

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Wendy Affield, City Clerk

**CITY OF GLYNDON, MINNESOTA**

**RESOLUTION 2023-5**

**RESOLUTION ORDERING PREPARATION OF  
REPORT ON IMPROVEMENT**

**WHEREAS**, it is proposed to improve the real property legally described as Parke Avenue S - from 12<sup>th</sup> Street SE to 14<sup>th</sup> Street South, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Glyndon, County of Clay, Minnesota:

1. That the proposed improvement be referred to Ulteig Engineers, Inc. for study and that they are instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the Council this 24<sup>th</sup> day of May 2023.

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Tracy Tollefson, Mayor

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Wendy Affield, City Clerk