

THIEF RIVER FALLS CITY COUNCIL AGENDA

Tuesday, September 3, 2024

**COUNCIL CHAMBERS
CITY HALL – 405 3RD STREET EAST
5:30 PM**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC FORUM - *Individuals may address the City Council about any item not included on the regular agenda. A maximum of 5 minutes is allotted for the public forum. The City Council will not take official action on items discussed at this time, with the exception of referral to staff or a committee, board or commission for a future report.***
- 5. PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**
- 6. APPROVE AGENDA - *Council members may add items to the agenda for discussion purposes or staff direction. The Council will not normally take official action on items added to the agenda.***
- 7. CONSENT AGENDA - *These items are considered routine in nature and are approved with one motion without discussion/debate. The Mayor will ask if any Council member wishes to remove an item and place it on the regular agenda for discussion and consideration. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.***
 - 7.1. Approval of August 20, 2024 Council Proceedings (3-18)
 - 7.2. City of Thief River Falls Bills and Disbursements and Council Per Diems (19-56)
- 8. NEW BUSINESS**
 - 8.1. Approve Ecklund-Holmstrom American Legion Post 117 Temporary Intoxicating Liquor License (57-58)
 - 8.2. Approve the Employment of Jim Nelson as Power Plant Operator (59)
 - 8.3. Approve agreement between MNDOT and the City of Thief River Falls to allow MNDOT to act as the City of Thief River Falls' agent in accepting federal aid in connection projects S.P. 170-105-014, S.P. 170-111-023 & S.P. 170-111-025. (60-

74)

- 8.4. Second Reading for Valley Assisted Living Rezoning Request (75-80)
- 8.5. Approve the Rezoning Request – Valley Assisted Living (81-82)
- 8.6. Second Reading of Amendment to Ordinance 152.069 Off-Street Parking Requirements. (83-89)
- 8.7. Approval of Amendment to Ordinance 152.069 Off-Street Parking Requirements. (90)
- 8.8. Second Reading of “Interim Use Ordinance.” (91-95)
- 8.9. Approval of “Interim Use Ordinance.” (96-97)
- 8.10. Adopt the City of Thief River Falls Preliminary 2025 Budget (98)
- 8.11. Approval of Proposed 2025 Tax Levy (99)
- 8.12. Approve the renewal for Civic Clerk including agenda and meeting management (100)
- 8.13. Approve an agreement with Bolton & Menk, Inc.(101-116)
- 8.14. Approval to rescind resolution no. 8.189.24 Approve Opening Investigator Position

9. COUNCIL BOARDS AND COMMISSIONS REPORTS - *Not all boards or commissions will have met prior to the Council meeting. These reports are intended to keep the other council members informed of actions or proposed actions taken by these boards and commissions. Only those with something to report would be on the agenda.*

10. UPCOMING MEETINGS

- 10.1. Public Utilities Committee - September 9th at 7:00 a.m.
- 10.2. Public Safety/Liquor Committee - September 9th at 4:30 p.m.
- 10.3. Administrative Services Committee - September 10th at 4:30 p.m. Room 201 City Hall
- 10.4. Public Works Committee - September 11th at 4:30 p.m.
- 10.5. City Council Meeting - September 17th at 5:30 p.m.

11. INFORMATIONAL ITEMS

- 11.1. Summary of Performance Evaluation and Termination of City of Thief River Falls employee Tom Harbott (117)
- 11.2. Annual Meals on Wheels volunteer day is in October. Signup will be sent to department heads.
- 11.3. Committee of the Whole meeting after City Council 9/3/2024

12. ADJOURNMENT

City of Thief River Falls complies with the ADA. Individuals with disabilities requiring special aids should contact the City Administrator, 405 Third Street East, Thief River Falls, MN 56701, 218-681-2943, 48 hours prior to the scheduled meeting.

CITY COUNCIL MEETING MINUTES

Tuesday, August 20, 2024

CALL TO ORDER

This meeting is officially called to order at 4:30 pm on August 20, 2024 by Mayor Brian Holmer.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following councilmembers were present: Brian Holmer, Megan Arlt, Michele McCraw, Jason Aarestad, Anthony Bolduc, Mike Lorenson, Scott Pream and Steve Narverud. Mayor Homer chaired the meeting.

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

Councilmember Jason Aarestad motioned, being seconded by Councilmember Scott Pream, to approve the agenda with the addition of 8.14 and 9.01. On vote being taken, the resolution was unanimously passed.

CONSENT AGENDA

RESOLUTION NO. 08.176.24: Approval of August 6, 2024 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Anthony Bolduc introduced RESOLUTION 8.176.24, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED, By the City Council, to approve the August 6, 2024 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.177.24: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Anthony Bolduc introduced RESOLUTION 8.177.24, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of \$1,469,083.36. A print out of the approved payments and disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.178.24: Approval of certification of unpaid sidewalk snow removal charges to property owners' 2025 Property Tax

Presented as part of the Consent Agenda, Councilmember Anthony Bolduc introduced RESOLUTION 8.178.24, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By The City Council, to certify the following unpaid sidewalk snow removal charges from the property tax statement in 2025.

OWNER	ADDRESS	PARCEL	AMOUNT
Daniel Benoit	1010 Main Ave N	25.022.069.00	146.30
Holly Baker-Walseth	413 Knight Ave N	25.003.155.20	36.59
Taylor Netland	940 Main Ave N	25.022.090.00	73.18
Terri Poitra	724 Knight Ave N	25.014.022.30	36.59
Jennah Kelley	917 Main Ave N	25.021.019.20	36.59
Jonathon Dehaan	603 Horace Ave N	25.003.007.30	73.18
Patrick O'Neill	724 Dewey Ave N	25.016.027.70	73.18
Jordan Rairdon	114 Arnold Ave N	25.003.383.40	36.59
Brenan Peralta	322 2nd St W	25.003.382.40	73.15
Brenda Olson	309 4th St W	25.003.166.30	36.59
Grant Reed	708 Duluth Ave N	25.015.025.40	36.59
Michael Larson	1016 Duluth Ave N	25.021.019.20	36.59
Yvonne Suronen	701 Dewey Ave N	25.016.023.60	36.59
Austin Kees	618 Knight Ave N	25.014.031.40	36.59
Nathaniel Ricks	303 St. Paul Ave S	25.012.077.90	36.59
Jonathan Larson	325 Kneale Ave S	25.026.040.30	36.59
Taylor Alkire	245 Merriam Ave N	25.006.161.70	36.59
Hudson Rents LLC	423 Main Ave N	25.003.144.10	36.59

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 08.179.24: Resolution relating to \$6,225,000 General Obligation Bonds, Series 2024a; Authorizing The Issuance, Awarding The Sale, Prescribing The Form And Details, Providing For The Payment Thereof.

Following discussion, Councilmember Steve Narverud introduced Resolution 8.179.24, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED BE IT RESOLVED by the City Council (the “Council”) of the City of Thief River Falls, Minnesota (the “City”), as follows:

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2024A (the “Bonds”), as authorized pursuant to Minnesota Statutes, Chapters 429, 444, 475, and Section 412.301, for the purpose of financing certain street improvement projects, improvements to the City’s municipal water and sewer systems, and the purchase of equipment and to pay costs associated with issuance of the Bonds.

Section 2. Notice of Sale. Northland Securities, Inc., municipal advisor to the City, has presented to this Council a form of Notice of Sale for the Bonds which is attached hereto and hereby approved and which shall be placed on file by the City Administrator. Each and all of the provisions of the Notice of Sale are hereby adopted as the terms and conditions of the Bonds and of the sale thereof, subject to adjustment for issue price compliance terms that may be required prior to the date of sale. Northland Securities, Inc., as independent municipal advisor, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), is hereby authorized to solicit bids for the Bonds on behalf of the City on a competitive basis without requirement of published notice..

Section 3. Adjustment of Principal Amount of Bonds. The principal amount of the Bond issue shall be adjusted in accordance with staff recommendations upon receipt of bids for the financed projects, provided that the principal amount shall be approximately \$6,225,000.

Section 4. Award and Sale. The City Council shall meet at the times and place shown in the attached Notice of Sale for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interest of the City.

Upon vote being taken thereon, the following members voted in favor thereof:

and the following members voted against the same:

whereupon the resolution was declared duly passed and adopted.

NOTICE OF SALE

\$6,225,000*

GENERAL OBLIGATION BONDS, SERIES 2024A

CITY OF THIEF RIVER FALLS, MINNESOTA

(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as “bids”) will be opened by the City’s Administrator, or designee, on Tuesday, October 1, 2024, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City’s “Municipal Advisor”), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, October 1, 2024 at 5:30 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) emailed to PublicSale@northlandsecurities.com
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4968, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, October 1, 2024. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions

set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc. Minneapolis, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be October 24, 2024)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444, and 475 and Section 412.301, as amended. Proceeds will be used to fund the City’s 2024 street and utility improvement project and the purchase of equipment and to pay costs associated with issuance of the Bonds. The Bonds are payable from special assessments levied against benefited properties, net revenues of the City’s water and sewer utilities and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2025, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount	Year	Amount
2026	\$270,000	2031	\$370,000	2036	\$425,000	2041	\$205,000
2027	330,000	2032	380,000	2037	440,000	2042	215,000
2028	340,000	2033	395,000	2038	285,000	2043	220,000
2029	350,000	2034	400,000	2039	300,000	2044	230,000
2030	355,000	2035	410,000	2040	305,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE

(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

In order to establish the issue price of the Bonds for federal income tax purposes, the Issuer requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the “initial offering price”) for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution

group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the Issuer to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the Issuer shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the "hold-the-offering price" rule applies, as described in the following paragraph.

If the Issuer advises the winning bidder that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the winning bidder shall (1) upon the request of the Issuer confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the Issuer a certification substantially in the form attached hereto as Exhibit A, together with a copy of the pricing wire.

If the Issuer advises the winning bidder that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the winning bidder will be required to deliver to the Issuer at or prior to closing a certification, substantially in the form attached hereto as Exhibit B, as to the reasonably expected initial offering price as of the award date.

Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received on behalf of the Issuer by the Municipal Advisor.

Bidders should prepare their bids on the assumption that the Bonds will be subject to the "hold-the-offering-price" rule. Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on February 1, 2033 through 2044 are subject to redemption and prepayment at the option of the City on February 1, 2032 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts

within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Dorsey & Whitney LLP, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$6,131,625 (98.50%) and accrued interest on the principal sum of \$6,225,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Angela Philipp, City Administrator
405 3rd St. E.
P.O. Box 528
Thief River Falls, Minnesota 56701

A good faith deposit (the "Deposit") in the amount of \$124,500 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a

rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: August 20, 2024 BY ORDER OF THE THIEF RIVER FALLS CITY
COUNCIL

/s/ Angela Philipp
City Administrator

Additional information may be obtained from:
Northland Securities, Inc.
150 South 5th Street, Suite 3300
Minneapolis, Minnesota 55402
Telephone No.: 612-851-5900

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.180.24: Approve a contract with Robert Thomas CPA for the professional services relating to General Obligation Bonds, Series 2018 B.

Following discussion, Councilmember Steve Narverud introduced Resolution 8.180.24, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, the services above is estimated to be \$2,000 for the arbitrage rebate and yield restriction calculation for the General Obligation Bonds, Series 2018B for the period from December 5, 2018 to September 5, 2024.

THEREFORE, BE IT RESOLVED to authorize the City Administrator to sign the engagement letter for Robert Thomas CPA to calculate the bond yield using information regarding the General Obligation Bonds, Series 2018 B.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.181.24: Approve Full-time Off Sale Clerk Position in Liquor Department

Following discussion, Councilmember Anthony Bolduc introduced Resolution 8.181.24, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, The City had previously filled this position but that employee resigned. The position has been determined to be necessary in the continued efficiency and success in the operations of the Liquor Department.

THEREFORE, BE IT RESOLVED To accept the Public Safety/Liquor Committee

recommendation to fill a full-time Off Sale Clerk position at Falls Liquors and open the position to Teamster No. 320 Union employees as part of the internal transfer process. In the event that the position is not filled through the Teamster internal transfer process, the position will be opened to the public.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.182.24: Approve Building Official, Building Official – Limited Certification, and Building Inspector Job descriptions and posting.

Following discussion, Councilmember Steve Narverud tabled Resolution 8.182.24, being seconded by Councilmember Anthony Bolduc.

RESOLUTION NO. 08.183.24: Approve Z930M Zero Turn Lawn Mower Purchase

Following discussion, Councilmember Michele McCraw introduced Resolution 8.183.74, being seconded by Councilmember Scott Pream, that:

WHEREAS, The city owns and operates Greenwood Cemetery. A variety of equipment is needed to maintain the upkeep of the grounds of Greenwood Cemetery. A 54” zero turn mower has been dedicated to grooming the grounds of the cemetery.

WHEREAS, The existing mower has 1700 hours and has exceeded its expected service life. The existing mower would be kept in service for use when extra help is available for grounds maintenance. Additional fleet can help create more time available for the cemetery technician for other needed perpetual care.

THEREFORE, BE IT RESOLVED approve the public works committee recommendation to purchase a 2023 John Deere Zero Turn Lawn Mower(model Z930M) for the amount of \$11,500.00.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.184.24: Approve Grizzly Aerosol Generator(Fogger) Purchase

Following discussion, Councilmember Anthony Bolduc introduced Resolution 8.184.24, being seconded by Councilmember Steve Narverud, that:

WHEREAS, The city owns two truck bed mosquito foggers and one 4-wheeler mounted mosquito fogger. An additional fogging unit has been targeted since 2020 to add to the efficiency of the fleet application. One of the existing units is a Grizzly, and its reliability and familiarity has directed the direction of the new purchase.

THEREFORE, BE IT RESOLVED approve the public works committee recommendation to purchase a 2023 Grizzly Aerosol Generator for the amount of \$22,000.00.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. : Approve First Reading of “Interim Use Ordinance.”

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc to call for the first reading of an ordinance to consider an amendment to City Code Chapter 152 to include section 152.037 “Interim Use”, and adopting by reference city code Chapter 10, which among other things, contains penalty provisions.

An “interim use” is a use currently not allowed by an applicable zoning ordinance, which may be allowed as a temporary use of a property until an established date or termination, until the occurrence of a particular event, or until the zoning regulations no longer allow it. The City Council may approve an interim use of property as defined and authorized by Minnesota State Statutes 462.3597, after proper application and hearing.

Zoning regulations may permit the governing body to allow interim uses. The regulations may set conditions on interim uses. The governing body may grant permission for an interim use of property if:

- (1) the use conforms to the zoning regulations;
- (2) the date or event that will terminate the use can be identified with certainty;
- (3) permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
- (4) the user agrees to any conditions that the governing body deems appropriate for permission of the use.

Any interim use may be terminated by a change in zoning regulations.

We currently do not have an Interim Use Ordinance in place. The difference between a “Conditional Use and an “Interim Use” are: A “Conditional Use Permit” is filed with the County Recorder and remains in effect as long as the conditions agreed upon are observed. An “Interim Use Permit” is a temporary use of the property until a particular date, occurrence of a specific event, or until zoning regulations no longer allow it. There is no recording with the County Recorder, so it does not stay with the property upon the sale of the property.

City Attorney Sparby read the proposed ordinance. No action was taken at this time and this ordinance will again be presented at the next Council Meeting.

RESOLUTION NO. : Approve First Reading of Amendment to Ordinance 152.069 Off-Street Parking Requirements.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Scott Pream to call for the first reading of an ordinance to consider an amendment to City Code Chapter 152 by amending section 152.069 “Off-Street Parking Requirements.”

Call for the First Reading to consider an amendment to City Code Chapter 152 by amending section 152.069 “Off-Street Parking Requirements.” By adding section 21. Day Care Facilities. 1 stall, 1 parking space, for every 12 daycare attendees, and one stall, 1 parking space for each employee based upon peak maximum staffing and the re-adoption of section 152.069 with renumber sections based upon the proposed addition of section 21. And adopting by reference City Code Chapter 10, which among other things, contains penalty provisions. Currently City Code Section 152.069 – Off-Street Parking Requirements does not address the parking requirements for daycare facilities. Such a

requirement is needed with the development of the future Discovery Place Early Learning Center to be located at Valley Assisted Living, 523 Arnold Ave. S. We utilized the U.S. General Services Administration's Child Care Center Design Guide and area city ordinances in setting the parking requirements.

City Attorney Sparby read the proposed ordinance. No action was taken at this time and this ordinance will again be presented at the next Council Meeting.

RESOLUTION NO. 08.185.24: Approve Conditional Use Permit Request – Discovery Place Early Learning Center

Following discussion, Councilmember Michele McCraw introduced Resolution 8.185.24, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, Discovery Place Early Learning Center has entered into a lease agreement with Valley Assisted Living to operate a daycare facility with 13 or more persons.

The Property is legally described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 446.69 feet to the point of beginning; thence South 00 degrees 07 minutes 09 seconds West 100.00 feet; thence South 41 degrees 29 minutes 20 seconds East 135.00 feet; thence South 01 degree 02 minutes 57 seconds West 63.00 feet; thence South 89 degrees 40 minutes 57 seconds West 415.00 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 275.19 feet, more or less, to the point of beginning.

Said described parcel contains 2.03 acres, more or less, and is subject to any and all easements, reservations, restrictions and conveyances of record, if any.

WHEREAS, Per City Ordinance 152.024.3b, daycare facility for 13 or more persons requires a Conditional Use Permit. A Public Hearing was held on Tuesday, August 13, 2024, by the Planning Commission to review this request. The Planning Commission subsequently approved the request and forwarded it on to the Planning Commission and City Council for approval.

THEREFORE, BE IT RESOLVED Approve a Conditional Use Permit application by Discovery Place Early Learning Center to operate a daycare facility with 13 or more persons at Valley Assisted Living, 523 Arnold Ave. S., Thief River Falls, Minnesota,

contingent upon the rezoning of said property.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. : Approve First Reading of Rezoning Request – Valley Assisted Living

Councilmember Steve Narverud motioned, being seconded by Councilmember Jason Aarestad to call for the first reading an ordinance of the City of Thief River Falls, Minnesota, amending City Code Chapter 152 entitled "Zoning Code" by amending the city zoning districts map, and by adopting by reference city code Chapter 10 and Section 152.998, which, among other things, contains penalty provisions.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. The City Zoning Districts Map is hereby amended by changing the zoning designation of the following described real property from General Business District (C-2) to General Residential District (R-2):

Part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-three (33), Township One Hundred Fifty-four (154) North, Range Forty-three (43) West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 88 degrees 18 minutes 41 seconds West, assumed bearing, along the north line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

Section 2. City Code Chapter 10 entitled "General Provisions" and Section 152.998 entitled "Violation" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall be in force and effect from and after its passage, approval, and publication.

Passed by the unanimous vote of the City Council of Thief River Falls, Minnesota, on the 20th day of August 2024.

Mayor

ATTEST: _____
City Administrator

City Attorney Sparby read the proposed ordinance. No action was taken at this time and this ordinance will again be presented at the next Council Meeting.

RESOLUTION NO. 08.186.24: Placement of Jefferson Highway Memorial Sign at Ralph Englestad Arena parking lot.

Following discussion, Councilmember Scott Pream introduced Resolution 8.186.24, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, The Old Jefferson Highway ran from Winnipeg Canada to New Orleans, Louisiana. The Jefferson Highway Association, <https://jeffersonhighway.org/>, is working with local communities and businesses to preserve, promote and develop the Jefferson Highway and to promote the Jefferson Highway as a tourism destination.

WHEREAS, City Code Chapter 152.087 EXCLUDED SIGNS, Subsection (3) allows Publicly owned memorial tablets or signs to be erected. Public Works staff time to erect the sign. Visit TRF will provide the sign and post(s).

THEREFORE, BE IT RESOLVED Accept a memorial designation sign for the Jefferson Highway from Visit TRF and approve placing it on the north end of the east parking lot, along 6th Street, of the Ralph Englestad Arena.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.187.24: 2024 Federal Funded Street Improvements Project

Following discussion, Councilmember Steve Narverud introduced Resolution 8.187.24, being seconded by Councilmember Scott Pream, that:

WHEREAS, The proposed work was bid as a result of meetings with department heads, Council Committees, developers, and according to items in the City's Capital Improvement Plan.

WHEREAS, Bids for this project were received on August 20, 2024. The low bid was received from Davidson Construction in the amount of \$3,897,150.60. The Engineer's Estimate was \$3,607,459.50. The low bid was within 93% of the engineer's estimate.

THEREFORE, BE IT RESOLVED Approve the low bid of \$3,897,150.60 from Davidson Construction, and award the 2024-Federal Funded- Street Improvements Project contingent upon clearance of bid requirements of the Federal Highway Administration, as determined by the MnDOT Office of Civil Rights.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.188.24: Approval of 2024 – 2026 Law Enforcement Labor Services

(LELS) Union Contract

Approval of 2024 – 2026 Non-Union Nonconfidential Employee Benefit Package

Approval of 2024 – 2026 Non-Union Confidential Employee Benefit Packages

Following discussion, Councilmember Mike Lorensen introduced Resolution 8.188.24, being seconded by Councilmember Steve Narverud, that:

WHEREAS, The Labor Committee, City Administrator and Human Resources Coordinator met with the LELS group during negotiation sessions and reached tentative settlements. The negotiation sessions were very positive and productive for both sides.

THEREFORE, BE IT RESOLVED It is respectfully requested the City Council accept the findings of the Labor Committee and approve the Law Enforcement Labor Service (LELS) Union Contract for years 2024 – 2026, 2024-2026 Non-Union Nonconfidential Benefit Packages, and the 2024-2026 Non-Union Benefit Packages (confidential employees) as follows:

The current union contracts and benefit agreements expired on December 31, 2023. The Ad-Hoc Labor Committee met with the Law Enforcement Labor Services (LELS) union group and have reached a tentative agreement.

The Law Enforcement Labor Services (LELS) Union: The contract includes a wage increase in the amount of 3% in 2024 and 4% in 2025 and 2026. Mutually agreed upon amendments were also made and updates to the contract language.

Non-Union Employee (Nonconfidential Group) Benefit Agreement. Benefit agreement packages with Jennifer Myers, Deputy Clerk, includes a wage increase of 3% for 2024, 4% for 2025 and 4% for 2026.

Non-Union Employees (Confidential Group) Benefit Agreement. Benefit agreement packages with Angela Philipp, City Administrator and Les Backer, Human Resources Coordinator, includes a wage increase of 3% for 2024, 4% for 2025 and 4% for 2026.

Both groups will receive retro pay adjusted to 1/1/24.

The contracts and agreements are file in the Office of the City Administrator.

On vote being taken, the resolution was passed with Councilmember Anthony Bolduc voting nay.

RESOLUTION NO. 08.189.24: Approve opening of Investigator Position

Following discussion, Councilmember Jason Aarestad introduced Resolution 8.189.24, being seconded by Councilmember Scott Pream, that:

WHEREAS, With the upcoming resignation of Brady Meunier, Investigator, effective August 30, 2024, an Investigator will need to be hired to continue efficient operations of the Police Department.

THEREFORE, BE IT RESOLVED To approve the opening of an Investigator position. This position would be open to the public immediately.

On vote being taken, the resolution was unanimously passed.

CLOSED MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBDIVISION 3 (A)

Evaluation of the performance of a City of Thief River Falls employee.

Councilmember Mike Lorensen moved, being seconded by Councilmember Michele McCraw to close meeting. On vote being taken, the motion was unanimously passed. The meeting closed at 5:59 pm.

RECONVENE MEETING

Councilmember Mike Lorensen moved, being seconded by councilmember Anthony Bolduc, to reconvene the Council Meeting. On vote being taken, the motion was unanimously passed. The meeting reconvened at 6:30pm.

COUNCIL BOARDS AND COMMISSIONS REPORTS

UPCOMING MEETINGS

- City Council Meeting - September 3th at 5:30 p.m.
- Public Utilities Committee - September 9th at 7:00 a.m.
- Public Safety/Liquor Committee - September 9th at 4:30 p.m.
- Administrative Services Committee - September 10th at 4:30 p.m. Room 201 City Hall
- Public Works Committee - September 11th at 4:30 p.m.
- City Council Meeting - September 17th at 5:30 p.m.

INFORMATIONAL ITEMS

- July 2024 Investment Summary
- Tourist Park Welcome Sign

ADJOURNMENT

There being no further discussion, Councilmember Pream motioned it being seconded by Councilmember Lorensen to adjourn at 6:32pm. On a vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: _____
Angela Philipp, City Administrator

CITY OF THIEF RIVER FALLS

EXPENSE ACCOUNT CODES

FUND	DEPARTMENT	DESCRIPTION
100	GENERAL FUND	
	4110	City Council
	4140	Elections
	4150	City Administration
	4160	City Attorney
	4192	IT Department
	4194	Government Buildings
	4210	Police
	4215	Emergency Management
	4220	Fire
	4240	Building Official
	4312	Street
	4315	Sanitation
	4316	Street Lighting
	4510	Park Department
	4550	Branch Library
	4560	Carnegie Library Building
	4570	201 Atlantic Ave Garage
	4650	Public Works
	4670	General Administration
210	COMMUNITY DEVELOPMENT REVOLVING LOAN FUND	
230	TRF K-9 UNIT FUND	
260	MECC	
270	TRAIN CANOPY	
610	LIQUOR	
620	WATER UTILITY	
630	REA & HOMCC ARENAS - VENUWORKS	
640	MULTI EVENTS CULTURAL CENTER - VENUWORKS	
650	TOURIST PARK CAMPGROUNDS - VENUMORKS	
670	STORM WATER UTILITY	
680	WASTEWATER UTILITY	
690	ELECTRIC UTILITY	
810	POLICE RELIEF ASSOCIATION	
820	GREENWOOD CEMETERY FUND	



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01081 - 08/15/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: DAHLSTROM MOTORS							
DAHLSTROM MOTORS	15452	08/07/2024	100-4670-64530	Public Safety Grant Expenses	2024 CHEV SILVERADO CR...		52,106.00
						Vendor DAHLSTROM MOTORS Total:	52,106.00
Vendor: FARMERS UNION OIL COMPANY							
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4194-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		38.76
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4210-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		1,562.74
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4220-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		109.89
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4240-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		49.11
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4312-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		1,760.13
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4315-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		1,519.48
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4510-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		2,022.16
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	100-4650-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		108.35
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	620-4840-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		1,124.62
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	670-4840-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		438.64
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	680-4840-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		752.71
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	690-4840-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		2,432.24
FARMERS UNION OIL COM...	JULY 2024	08/15/2024	820-4840-62120	Gas-Oil-Lube	FUEL PURCHASES - JUL 2024		338.15
						Vendor FARMERS UNION OIL COMPANY Total:	12,256.98
Vendor: NORTHERN MUNICIPAL POWER AGENCY							
NORTHERN MUNICIPAL PO...	JUL 2024	08/15/2024	690-4810-68400	Purchased Power	DE & ENERGY - JUL 2024		1,036,579.79
						Vendor NORTHERN MUNICIPAL POWER AGENCY Total:	1,036,579.79
Vendor: POMPS TIRE SERVICE INC							
POMPS TIRE SERVICE INC	1550028785	07/05/2024	100-4210-62210	Equipment Maint & Repair	4 NEW TIRES - 2022 FORD		656.56
						Vendor POMPS TIRE SERVICE INC Total:	656.56
Vendor: RMB ENVIRONMENTAL LAB INC							
RMB ENVIRONMENTAL LAB ...	D062962	07/18/2024	620-4840-62170	Field Supplies	STATE SAMPLES		287.38
						Vendor RMB ENVIRONMENTAL LAB INC Total:	287.38
Vendor: STREICHERS							
STREICHERS	11710076	07/19/2024	100-4210-62880	Personal Protective Equipm...	DUTY JACKETS (2)		580.00
						Vendor STREICHERS Total:	580.00
Vendor: VERIZON WIRELESS #486397938							
VERIZON WIRELESS #48639...	9970394658	08/01/2024	100-4210-63210	Communication Expense	MONTHLY ACCESS CHARGE -..		295.12
						Vendor VERIZON WIRELESS #486397938 Total:	295.12

Council Approval Register

Packet: APPKT01081 - 08/15/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: YVONNE PEDERSON							
YVONNE PEDERSON	SEP 2024	08/15/2024	810-4820-61500	Annuity Payments	POLICE PENSION - SEP 2024		1,098.61
Vendor YVONNE PEDERSON Total:							1,098.61
Grand Total:							1,103,860.44

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	60,808.30
620 - WATER UTILITY FUND	1,412.00
670 - STORM WATER UTILITY FUND	438.64
680 - WASTEWATER UTILITY FUND	752.71
690 - ELECTRIC UTILITY FUND	1,039,012.03
810 - POLICE RELIEF ASSOCIATION	1,098.61
820 - GREENWOOD CEMETERY FUND	338.15
Grand Total:	1,103,860.44

Account Summary

Account Number	Account Name	Expense Amount
100-4194-62120	Gas-Oil-Lube	38.76
100-4210-62120	Gas-Oil-Lube	1,562.74
100-4210-62210	Equipment Maint & Repa..	656.56
100-4210-62880	Personal Protective Equi...	580.00
100-4210-63210	Communication Expense	295.12
100-4220-62120	Gas-Oil-Lube	109.89
100-4240-62120	Gas-Oil-Lube	49.11
100-4312-62120	Gas-Oil-Lube	1,760.13
100-4315-62120	Gas-Oil-Lube	1,519.48
100-4510-62120	Gas-Oil-Lube	2,022.16
100-4650-62120	Gas-Oil-Lube	108.35
100-4670-64530	Public Safety Grant Expe...	52,106.00
620-4840-62120	Gas-Oil-Lube	1,124.62
620-4840-62170	Field Supplies	287.38
670-4840-62120	Gas-Oil-Lube	438.64
680-4840-62120	Gas-Oil-Lube	752.71
690-4810-68400	Purchased Power	1,036,579.79
690-4840-62120	Gas-Oil-Lube	2,432.24
810-4820-61500	Annuity Payments	1,098.61
820-4840-62120	Gas-Oil-Lube	338.15
Grand Total:		1,103,860.44

Project Account Summary

Project Account Key	Expense Amount
None	1,103,860.44
Grand Total:	1,103,860.44



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01084 - 08/20/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ACE HARDWARE							
ACE HARDWARE	164369	07/12/2024	620-4840-62990	Misc. Operating Expense	SUPPLIES - WTP		19.30
ACE HARDWARE	164685	07/16/2024	620-4840-62170	Field Supplies	FREEZER BAGS - SHIPPING		13.98
ACE HARDWARE	164708	07/16/2024	620-4840-62990	Misc. Operating Expense	SUPPLIES - WTP		1.60
ACE HARDWARE	164850	07/18/2024	100-4510-62400	Small Tools and Minor Equip	SHRUB RAKE		15.99
ACE HARDWARE	165115	07/23/2024	620-4850-62220	Plant Equip Maint & Repair	PRESSURE GAUGE - CHEMI...		31.94
ACE HARDWARE	165118	07/23/2024	100-4194-62990	Misc. Operating Expense	CARPET CLEANER		30.48
ACE HARDWARE	165484	07/29/2024	620-4850-62310	Lime Sludge Maintenance	PVC CLEANOUT PLUG - LIME...		4.78
ACE HARDWARE	165657	07/31/2024	620-4850-62200	System Expense	PLUMBING SUPPLIES		9.58
ACE HARDWARE	165684	07/31/2024	100-4315-62990	Misc. Operating Expense	5 QT PAIL		3.99
Vendor ACE HARDWARE Total:							131.64
Vendor: AGASSIZ ASPHALT LLC							
AGASSIZ ASPHALT LLC	10524	08/13/2024	100-4312-62240	Department Maint & Repair	HOT MIX		742.50
Vendor AGASSIZ ASPHALT LLC Total:							742.50
Vendor: AUTO VALUE T R F							
AUTO VALUE T R F	9675116	06/29/2024	100-4315-62210	Equipment Maint & Repair	BUSHINGS		9.99
AUTO VALUE T R F	9675270	07/01/2024	680-4850-62210	Equipment Maint & Repair	AIR FILTER - TRENCHER		42.65
AUTO VALUE T R F	9675903	07/09/2024	100-4312-62120	Gas-Oil-Lube	OIL		8.99
AUTO VALUE T R F	9675934	07/09/2024	100-4315-62210	Equipment Maint & Repair	BATTERY - #5602		183.99
AUTO VALUE T R F	9676198	07/11/2024	100-4315-62210	Equipment Maint & Repair	RETURN CREDIT - BATTERY ...		-18.00
AUTO VALUE T R F	9676643	07/15/2024	100-4312-62210	Equipment Maint & Repair	FILTER		61.43
AUTO VALUE T R F	9676644	07/15/2024	100-4510-62210	Equipment Maint & Repair	OIL FILTER		10.58
AUTO VALUE T R F	9676678	07/16/2024	100-4312-62210	Equipment Maint & Repair	FILTER		61.43
AUTO VALUE T R F	9677081	07/18/2024	680-4850-62210	Equipment Maint & Repair	BATTERY - GENERATOR		152.99
AUTO VALUE T R F	9677161	07/19/2024	100-4312-62210	Equipment Maint & Repair	FITTING - #5514		3.99
Vendor AUTO VALUE T R F Total:							518.04
Vendor: EAZY PACK N SHIP							
EAZY PACK N SHIP	14723	07/01/2024	620-4840-62170	Field Supplies	SHIPPING CHARGES - JUL 20...		19.69
EAZY PACK N SHIP	14755	07/09/2024	620-4840-62170	Field Supplies	SHIPPING CHARGES - JUL 20...		20.58
EAZY PACK N SHIP	14796	07/16/2024	620-4840-62170	Field Supplies	SHIPPING CHARGES - JUL 20...		19.78
EAZY PACK N SHIP	14810	07/18/2024	620-4840-62990	Misc. Operating Expense	SHIPPING CHARGES - JUL 20...		21.05
Vendor EAZY PACK N SHIP Total:							81.10
Vendor: EIR TESTING & MAINTENANCE CO							
EIR TESTING & MAINTENAN...	10316	08/13/2024	690-4850-62360	Distribution Maint	RECLOSURE MAINTENANCE		6,639.15
Vendor EIR TESTING & MAINTENANCE CO Total:							6,639.15

Council Approval Register

Packet: APPKT01084 - 08/20/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FASTENAL COMPANY							
FASTENAL COMPANY	MNROS132251	07/10/2024	820-4840-62990	Misc. Operating Expense	PAINT / DRILL BITS		165.56
FASTENAL COMPANY	MNROS132409	07/22/2024	620-4850-62200	System Expense	HIGH SERVICE PUMP HOSE		198.69
FASTENAL COMPANY	MNROS132428	07/24/2024	620-4850-62200	System Expense	HIGH SERVICE PUMP HOSE		319.72
FASTENAL COMPANY	MNROS132495	07/26/2024	820-4840-62990	Misc. Operating Expense	MISC SUPPLIES		22.53
FASTENAL COMPANY	MNROS132513	07/29/2024	100-4510-62880	Personal Protective Equipm...	PPE		123.14
FASTENAL COMPANY	MNROS132543	07/31/2024	690-4850-62360	Distribution Maint	UNISTRUT - MORRIS OWEN		95.98
FASTENAL COMPANY	MNROS132608	08/02/2024	100-4510-62240	Department Maint & Repair	PAINT		63.86
Vendor FASTENAL COMPANY Total:							989.48
Vendor: FLEET SUPPLY							
FLEET SUPPLY	146988	07/10/2024	620-4840-62990	Misc. Operating Expense	CLEVIS - AIR PORT RESERVO...		-51.96
FLEET SUPPLY	147234	07/17/2024	620-4850-62240	Department Maint & Repair	HAY & PASTURE SEED		149.99
FLEET SUPPLY	147246	07/17/2024	690-4840-62990	Misc. Operating Expense	GRASS SEED		179.99
FLEET SUPPLY	29080	07/01/2024	680-4840-62400	Small Tools and Minor Equip	CHAIN HOIST - LIFT #2		149.99
FLEET SUPPLY	29223	07/08/2024	690-4840-62880	Personal Protective Equipm...	PPE - L SKIBICKI		61.17
Vendor FLEET SUPPLY Total:							489.18
Vendor: FORUM COMMUNICATIONS COMPANY							
FORUM COMMUNICATIONS...	MP1977920724	07/31/2024	100-4650-63590	Printing & Publications	JOB POSTING AD - GIS		1,350.00
Vendor FORUM COMMUNICATIONS COMPANY Total:							1,350.00
Vendor: GOPHER STATE ONE CALL							
GOPHER STATE ONE CALL	4070789	07/31/2024	690-4850-62360	Distribution Maint	BILLABLE LOCATES - JUL 20...		206.55
Vendor GOPHER STATE ONE CALL Total:							206.55
Vendor: HAWKINS INC							
HAWKINS INC	6798277	07/01/2024	620-4840-62160	Chemicals	CHEMICALS		4,403.52
HAWKINS INC	6811030	07/15/2024	620-4840-62160	Chemicals	CHEMICALS		4,952.32
HAWKINS INC	6812729	07/17/2024	620-4840-62160	Chemicals	CHEMICALS		4,516.96
HAWKINS INC	6824634	07/30/2024	620-4840-62160	Chemicals	CHEMICALS		4,403.52
Vendor HAWKINS INC Total:							18,276.32
Vendor: HDR ENGINEERING INC - CHICAGO							
HDR ENGINEERING INC - CH...	1200641065	07/31/2024	670-4890-63030	Contracts Expense	PROF SRVCS - CHIEFS COUL...		5,362.50
Vendor HDR ENGINEERING INC - CHICAGO Total:							5,362.50
Vendor: L & M SUPPLY INC							
L & M SUPPLY INC	2392381	07/02/2024	100-4315-62880	Personal Protective Equipm...	RUBBER GLOVES		149.94
L & M SUPPLY INC	2393280	07/03/2024	690-4840-62880	Personal Protective Equipm...	PPE - JEREMY		324.89
L & M SUPPLY INC	2396322	07/08/2024	100-4510-62240	Department Maint & Repair	DRAIN OPENER		19.98
L & M SUPPLY INC	2397033	07/09/2024	100-4510-62240	Department Maint & Repair	TREE STAKES		3.98
L & M SUPPLY INC	2398671	07/11/2024	100-4510-62240	Department Maint & Repair	RATCHET STRAPS		51.98
L & M SUPPLY INC	2399037	07/12/2024	690-4850-62210	Equipment Maint & Repair	BATTERY - DITCH WITCH VAC		109.95
L & M SUPPLY INC	2399118	07/12/2024	100-4312-62400	Small Tools and Minor Equip	MEASURING WHEEL		79.99
L & M SUPPLY INC	2399337	07/12/2024	690-4850-62350	Power Plant/Dam Maint	MATERIALS - TURBINE #2 B...		29.00
L & M SUPPLY INC	2408441	07/26/2024	100-4210-62400	Small Tools and Minor Equip	HARDWARE - SRT TRAILER		104.95
L & M SUPPLY INC	2410223	07/28/2024	100-4220-62210	Equipment Maint & Repair	ELBOWS - ENGINE 97 REPAI...		6.98

Council Approval Register

Packet: APPKT01084 - 08/20/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
L & M SUPPLY INC	2412035	07/31/2024	820-4840-62990	Misc. Operating Expense	LETTERS - FOR SIGNAGE		2.45
Vendor L & M SUPPLY INC Total:							884.09
Vendor: MELISSA AND DAN BENOIT							
MELISSA AND DAN BENOIT	103	05/27/2024	100-4510-62240	Department Maint & Repair	FLOWERS		3,700.00
Vendor MELISSA AND DAN BENOIT Total:							3,700.00
Vendor: MTI DISTRIBUTING INC							
MTI DISTRIBUTING INC	1439183-00	07/15/2024	100-4510-62210	Equipment Maint & Repair	MOWER PARTS - SWITCH / ...		772.53
MTI DISTRIBUTING INC	1439183-01	07/26/2024	100-4510-62210	Equipment Maint & Repair	MOWER PARTS - SWITCH		92.21
MTI DISTRIBUTING INC	1439657-00	07/17/2024	100-4510-62210	Equipment Maint & Repair	MOWER PARTS - BEARING /...		120.21
MTI DISTRIBUTING INC	1439657-01	07/18/2024	100-4510-62210	Equipment Maint & Repair	MOWER PARTS - BEARING		60.52
MTI DISTRIBUTING INC	1442129-00	07/31/2024	100-4510-62210	Equipment Maint & Repair	MOWER PARTS - SHAFT / V ...		771.64
Vendor MTI DISTRIBUTING INC Total:							1,817.11
Vendor: N A P A AUTO PARTS THF RVR FL							
N A P A AUTO PARTS THF R...	736197	07/11/2024	100-4315-62210	Equipment Maint & Repair	LIGHTS - #5607		15.98
N A P A AUTO PARTS THF R...	736346	07/16/2024	100-4194-62210	Equipment Maint & Repair	2009 GMC FUEL CAP		18.49
N A P A AUTO PARTS THF R...	736407	07/17/2024	100-4312-62210	Equipment Maint & Repair	RETAINER		18.98
N A P A AUTO PARTS THF R...	736441	07/18/2024	100-4650-62210	Equipment Maint & Repair	BULBS - #5102		22.67
N A P A AUTO PARTS THF R...	736461	07/19/2024	100-4510-62210	Equipment Maint & Repair	WIPER BLADE		27.99
N A P A AUTO PARTS THF R...	736574	07/24/2024	100-4550-62230	Building Maint & Repair	V BELT - HVAC UNIT		20.17
N A P A AUTO PARTS THF R...	736614	07/25/2024	100-4312-62400	Small Tools and Minor Equip	TAP & DIE SET		185.98
N A P A AUTO PARTS THF R...	736631	07/26/2024	100-4312-62240	Department Maint & Repair	ANTI SEIZE		11.99
N A P A AUTO PARTS THF R...	736634	07/26/2024	100-4550-62230	Building Maint & Repair	BELTS - HVAC		65.84
N A P A AUTO PARTS THF R...	736691	07/29/2024	670-4850-62210	Equipment Maint & Repair	STOP LEAK - #5702		31.99
Vendor N A P A AUTO PARTS THF RVR FL Total:							420.08
Vendor: NORTHWEST POWER SYSTEMS INC							
NORTHWEST POWER SYST...	T338747	07/23/2024	100-4315-62400	Small Tools and Minor Equip	TOMMY LIFT CAMERA SEN...		3,334.00
NORTHWEST POWER SYST...	T339077	07/01/2024	100-4312-62240	Department Maint & Repair	HYDRAULIC FLUID		147.00
NORTHWEST POWER SYST...	T339080	07/01/2024	100-4315-62210	Equipment Maint & Repair	TOGGLE SWITCH - #5604		11.03
NORTHWEST POWER SYST...	T339172	07/09/2024	100-4312-62210	Equipment Maint & Repair	FITTINGS		27.85
NORTHWEST POWER SYST...	T339432	07/18/2024	100-4312-62210	Equipment Maint & Repair	FITTINGS		20.42
NORTHWEST POWER SYST...	T339627	07/26/2024	100-4315-62230	Building Maint & Repair	SPRAY GUN - WASH BAY		43.57
NORTHWEST POWER SYST...	T339650	07/29/2024	100-4220-62210	Equipment Maint & Repair	SOLENOID KIT - ENGINE 97		30.20
NORTHWEST POWER SYST...	T339695	07/30/2024	100-4220-62210	Equipment Maint & Repair	HOSE / FITTING - #97		30.10
NORTHWEST POWER SYST...	T339747	07/31/2024	100-4312-62210	Equipment Maint & Repair	HOSE / FITTINGS - #5520		27.56
NORTHWEST POWER SYST...	T339756	07/31/2024	100-4312-62210	Equipment Maint & Repair	HOSE / FITTINGS - #5520		50.89
NORTHWEST POWER SYST...	T339759	07/31/2024	100-4312-62210	Equipment Maint & Repair	COUPLER		60.42
Vendor NORTHWEST POWER SYSTEMS INC Total:							3,783.04
Vendor: T R F HARDWARE							
T R F HARDWARE	22242039	07/02/2024	620-4840-62990	Misc. Operating Expense	OUTLET		3.49
T R F HARDWARE	22242039	07/02/2024	690-4840-62990	Misc. Operating Expense	PVC ADAPTER		1.58
T R F HARDWARE	22242625	07/08/2024	100-4210-62990	Misc. Operating Expense	ORGANIZERS / GUN ACCES...		97.96
T R F HARDWARE	22243175	07/12/2024	690-4850-62350	Power Plant/Dam Maint	ADAPTERS - TURBINE #2 BE...		33.92

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Packet: APPKT01084 - 08/20/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
T R F HARDWARE	22243598	07/16/2024	100-4210-62990	Misc. Operating Expense	AMMUNITION		31.99
T R F HARDWARE	22243676	07/16/2024	620-4850-62230	Building Maint & Repair	CONDUIT BODY - SWITCH		15.28
T R F HARDWARE	22243783	07/17/2024	100-4210-62400	Small Tools and Minor Equip	SIGHTS / SLING		151.94
T R F HARDWARE	22244537	07/23/2024	100-4510-63033	Music in the Park	LEAF RAKE		13.99
T R F HARDWARE	22244719	07/25/2024	100-4210-62990	Misc. Operating Expense	NUTS / BOLTS		6.40
T R F HARDWARE	22245092	07/29/2024	620-4850-62310	Lime Sludge Maintenance	MATERIALS - LIME PONDS		85.75
T R F HARDWARE	22245345	07/30/2024	100-4220-62990	Misc. Operating Expense	NOZZLE / TEFLON TAPE		9.57
Vendor T R F HARDWARE Total:							451.87
Grand Total:							45,842.65

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	13,070.25
620 - WATER UTILITY FUND	19,159.56
670 - STORM WATER UTILITY FUND	5,394.49
680 - WASTEWATER UTILITY FUND	345.63
690 - ELECTRIC UTILITY FUND	7,682.18
820 - GREENWOOD CEMETERY FUND	190.54
Grand Total:	45,842.65

Account Summary

Account Number	Account Name	Expense Amount
100-4194-62210	Equipment Maint & Repa..	18.49
100-4194-62990	Misc. Operating Expense	30.48
100-4210-62400	Small Tools and Minor E...	256.89
100-4210-62990	Misc. Operating Expense	136.35
100-4220-62210	Equipment Maint & Repa..	67.28
100-4220-62990	Misc. Operating Expense	9.57
100-4312-62120	Gas-Oil-Lube	8.99
100-4312-62210	Equipment Maint & Repa..	332.97
100-4312-62240	Department Maint & Re...	901.49
100-4312-62400	Small Tools and Minor E...	265.97
100-4315-62210	Equipment Maint & Repa..	202.99
100-4315-62230	Building Maint & Repair	43.57
100-4315-62400	Small Tools and Minor E...	3,334.00
100-4315-62880	Personal Protective Equi...	149.94
100-4315-62990	Misc. Operating Expense	3.99
100-4510-62210	Equipment Maint & Repa..	1,855.68
100-4510-62240	Department Maint & Re...	3,839.80
100-4510-62400	Small Tools and Minor E...	15.99
100-4510-62880	Personal Protective Equi...	123.14
100-4510-63033	Music in the Park	13.99
100-4550-62230	Building Maint & Repair	86.01
100-4650-62210	Equipment Maint & Repa..	22.67
100-4650-63590	Printing & Publications	1,350.00
620-4840-62160	Chemicals	18,276.32
620-4840-62170	Field Supplies	74.03
620-4840-62990	Misc. Operating Expense	-6.52
620-4850-62200	System Expense	527.99
620-4850-62220	Plant Equip Maint & Rep...	31.94
620-4850-62230	Building Maint & Repair	15.28
620-4850-62240	Department Maint & Re...	149.99
620-4850-62310	Lime Sludge Maintenance	90.53
670-4850-62210	Equipment Maint & Repa..	31.99

Account Summary

Account Number	Account Name	Expense Amount
670-4890-63030	Contracts Expense	5,362.50
680-4840-62400	Small Tools and Minor E...	149.99
680-4850-62210	Equipment Maint & Repa..	195.64
690-4840-62880	Personal Protective Equi...	386.06
690-4840-62990	Misc. Operating Expense	181.57
690-4850-62210	Equipment Maint & Repa..	109.95
690-4850-62350	Power Plant/Dam Maint	62.92
690-4850-62360	Distribution Maint	6,941.68
820-4840-62990	Misc. Operating Expense	190.54
Grand Total:		45,842.65

Project Account Summary

Project Account Key	Expense Amount
None	45,842.65
Grand Total:	45,842.65



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01082 - PYPKT01247 - 2024 08 22 #17 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: BLUE CROSS BLUE SHIELD OF MN							
BLUE CROSS BLUE SHIELD O...	INV0001269	08/20/2024	740-4870-63650	Senior Gold BC/BS Monthly ...	AUGUST 2024 BILLING		3,162.50
Vendor BLUE CROSS BLUE SHIELD OF MN Total:							3,162.50
Vendor: INTERNAL REVENUE SERVICE							
INTERNAL REVENUE SERVICE	INV0001263	08/22/2024	740-20150	Payroll Taxes Payable	SOCIAL SECURITY		23,450.18
INTERNAL REVENUE SERVICE	INV0001263	08/22/2024	740-20150	Payroll Taxes Payable	MEDICARE		7,654.48
INTERNAL REVENUE SERVICE	INV0001263	08/22/2024	740-20150	Payroll Taxes Payable	FED W/H		23,667.47
Vendor INTERNAL REVENUE SERVICE Total:							54,772.13
Vendor: MESSERLI KRAMER PA							
MESSERLI KRAMER PA	INV0001258	08/22/2024	740-24000	Clearing Account	Garnishment		279.60
Vendor MESSERLI KRAMER PA Total:							279.60
Vendor: MINNESOTA STATE RETIREMENT SYS							
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4150-61340	MSRS HCSP	HCSP Retiree		200.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4220-61340	MSRS HCSP	HCSP Retiree		200.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4312-61340	MSRS HCSP	HCSP Retiree		200.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4315-61340	MSRS HCSP	HCSP Retiree		100.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4510-61340	MSRS HCSP	HCSP Retiree		100.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	100-4650-61340	MSRS HCSP	HCSP Retiree		100.00
MINNESOTA STATE RETIRE...	INV0001272	08/20/2024	690-4825-61340	MSRS HCSP	HCSP Retiree		100.00
Vendor MINNESOTA STATE RETIREMENT SYS Total:							1,000.00
Vendor: MINNESOTA TEAMSTERS NO. 320							
MINNESOTA TEAMSTERS N...	INV0001257	08/22/2024	740-24000	Clearing Account	Union Dues		4,190.00
Vendor MINNESOTA TEAMSTERS NO. 320 Total:							4,190.00
Vendor: MN DPT OF REVENUE - GARNISHMENTS							
MN DPT OF REVENUE - GA...	INV0001259	08/22/2024	740-24000	Clearing Account	Garnishment		373.78
Vendor MN DPT OF REVENUE - GARNISHMENTS Total:							373.78
Vendor: MN DPT OF REVENUE - WITHHOLDING							
MN DPT OF REVENUE - WIT...	INV0001262	08/22/2024	740-20160	State Withholding	State W/H Tax		11,743.99
Vendor MN DPT OF REVENUE - WITHHOLDING Total:							11,743.99
Vendor: NCPERS GROUP LIFE INSURANCE							
NCPERS GROUP LIFE INSUR...	INV0001256	08/22/2024	740-24000	Clearing Account	PLIFE		32.00
Vendor NCPERS GROUP LIFE INSURANCE Total:							32.00
Vendor: P E R A OF MN							
P E R A OF MN	INV0001261	08/22/2024	740-20180	PERA Payable	PERA EE/ER DEF		276.52
P E R A OF MN	INV0001261	08/22/2024	740-20180	PERA Payable	PERA EE/ER COORD		25,942.84

Council Approval Register

Packet: APPKT01082 - PYPKT01247 - 2024 08 22 #17 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
P E R A O F M N	INV0001261	08/22/2024	740-20180	PERA Payable	PERA EE/ER P&F		22,070.22
Vendor P E R A O F M N Total:							48,289.58

Vendor: SUN LIFE FINANCIAL - LIFE

SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4150-61330	Life Insurance	Life Ins Premium		66.30
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4194-61330	Life Insurance	Life Ins Premium		9.35
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4210-61330	Life Insurance	Life Ins Premium		165.75
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4220-61330	Life Insurance	Life Ins Premium		68.85
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4312-61330	Life Insurance	Life Ins Premium		56.10
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4315-61330	Life Insurance	Life Ins Premium		56.10
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4510-61330	Life Insurance	Life Ins Premium		37.40
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4650-61330	Life Insurance	Life Ins Premium		22.10
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	100-4660-61330	Life Insurance	Life Ins Premium		12.75
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	610-4825-61330	Life Insurance	Life Ins Premium		45.39
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	620-4825-61330	Life Insurance	Life Ins Premium		40.80
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	680-4825-61330	Life Insurance	Life Ins Premium		37.40
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	690-4825-61330	Life Insurance	Life Ins Premium		171.70
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	740-24000	Clearing Account	Life Ins Premium		583.31
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	740-4870-63640	Life Insurance - COBRA	Life Ins COBRA		48.90
SUN LIFE FINANCIAL - LIFE	INV0001255	08/22/2024	820-4825-61330	Life Insurance	Life Ins Premium		9.35
Vendor SUN LIFE FINANCIAL - LIFE Total:							1,431.55

Vendor: VANTAGEPOINT ICMA

VANTAGEPOINT ICMA	INV0001252	08/22/2024	740-24000	Clearing Account	Contributions Employee		5,292.70
Vendor VANTAGEPOINT ICMA Total:							5,292.70

Vendor: WEX BANK

WEX BANK	INV0001254	08/22/2024	740-24000	Clearing Account	HSA		502.20
WEX BANK	INV0001270	08/20/2024	100-4150-61310	Health Insurance	VEBA City Contribution		224.04
WEX BANK	INV0001270	08/20/2024	100-4210-61310	Health Insurance	VEBA City Contribution		2,361.54
WEX BANK	INV0001270	08/20/2024	100-4220-61310	Health Insurance	VEBA City Contribution		1,465.38
WEX BANK	INV0001270	08/20/2024	100-4312-61310	Health Insurance	VEBA City Contribution		1,079.95
WEX BANK	INV0001270	08/20/2024	100-4315-61310	Health Insurance	VEBA City Contribution		1,135.96
WEX BANK	INV0001270	08/20/2024	100-4510-61310	Health Insurance	VEBA City Contribution		291.25
WEX BANK	INV0001270	08/20/2024	100-4650-61310	Health Insurance	VEBA City Contribution		844.71
WEX BANK	INV0001270	08/20/2024	100-4660-61310	Health Insurance	VEBA City Contributions		224.04
WEX BANK	INV0001270	08/20/2024	610-4825-61310	Health Insurance	VEBA Employer Contribution		224.04
WEX BANK	INV0001270	08/20/2024	670-4825-61310	Health Insurance	VEBA City Contribution		67.22
WEX BANK	INV0001270	08/20/2024	680-4825-61310	Health Insurance	VEBA City Contribution		1,241.34
WEX BANK	INV0001270	08/20/2024	690-4825-61310	Health Insurance	VEBA City Contribution		4,223.55
WEX BANK	INV0001270	08/20/2024	820-4825-61310	Health Insurance	VEBA City Contribution		11.20
WEX BANK	INV0001271	08/20/2024	100-4150-61310	Health Insurance	HSA City Contribution		1,068.75
WEX BANK	INV0001271	08/20/2024	100-4210-61310	Health Insurance	HSA City Contribution		1,465.38
WEX BANK	INV0001271	08/20/2024	100-4220-61310	Health Insurance	HSA City Contribution		672.12
WEX BANK	INV0001271	08/20/2024	100-4312-61310	Health Insurance	HSA City Contribution		844.71
WEX BANK	INV0001271	08/20/2024	100-4315-61310	Health Insurance	HSA City Contribution		448.08

Council Approval Register

Packet: APPKT01082 - PYPKT01247 - 2024 08 22 #17 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
WEX BANK	INV0001271	08/20/2024	100-4510-61310	Health Insurance	HSA City Contribution		1,241.34
WEX BANK	INV0001271	08/20/2024	610-4825-61310	Health Insurance	HSA City Contribution		620.67
WEX BANK	INV0001271	08/20/2024	680-4825-61310	Health Insurance	HSA City Contribution		844.71
WEX BANK	INV0001271	08/20/2024	690-4825-61310	Health Insurance	HSA City Contribution		1,689.42
WEX BANK	INV0001271	08/20/2024	820-4825-61310	Health Insurance	HSA City Contribution		620.67
Vendor WEX BANK Total:							23,412.27
Vendor: WEX HEALTH INC							
WEX HEALTH INC	INV0001264	08/15/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		50.00
WEX HEALTH INC	INV0001265	08/13/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		25.09
WEX HEALTH INC	INV0001266	08/09/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		23.61
WEX HEALTH INC	INV0001267	08/19/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		89.74
WEX HEALTH INC	INV0001268	08/20/2024	100-4670-62990	Misc. Operating Expense	WEX Administrative Fees - ...		126.50
WEX HEALTH INC	INV0001268	08/20/2024	610-4840-62990	Misc. Operating Expense	WEX Administrative Fees - ...		13.75
WEX HEALTH INC	INV0001268	08/20/2024	620-4840-62990	Misc. Operating Expense	WEX Administrative Fees - ...		13.75
WEX HEALTH INC	INV0001268	08/20/2024	620-4840-62990	Misc. Operating Expense	WEX Administrative Fees - ...		5.50
WEX HEALTH INC	INV0001268	08/20/2024	690-4840-62990	Misc. Operating Expense	WEX Administrative Fees - ...		46.75
Vendor WEX HEALTH INC Total:							394.69
Grand Total:							154,374.79

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	14,888.45
610 - LIQUOR DISPENSARY	903.85
620 - WATER UTILITY FUND	60.05
670 - STORM WATER UTILITY FUND	67.22
680 - WASTEWATER UTILITY FUND	2,123.45
690 - ELECTRIC UTILITY FUND	6,231.42
740 - TRF HEALTH INSURANCE FUND	129,459.13
820 - GREENWOOD CEMETERY FUND	641.22
Grand Total:	154,374.79

Account Summary

Account Number	Account Name	Expense Amount
100-4150-61310	Health Insurance	1,292.79
100-4150-61330	Life Insurance	66.30
100-4150-61340	MSRS HCSP	200.00
100-4194-61330	Life Insurance	9.35
100-4210-61310	Health Insurance	3,826.92
100-4210-61330	Life Insurance	165.75
100-4220-61310	Health Insurance	2,137.50
100-4220-61330	Life Insurance	68.85
100-4220-61340	MSRS HCSP	200.00
100-4312-61310	Health Insurance	1,924.66
100-4312-61330	Life Insurance	56.10
100-4312-61340	MSRS HCSP	200.00
100-4315-61310	Health Insurance	1,584.04
100-4315-61330	Life Insurance	56.10
100-4315-61340	MSRS HCSP	100.00
100-4510-61310	Health Insurance	1,532.59
100-4510-61330	Life Insurance	37.40
100-4510-61340	MSRS HCSP	100.00
100-4650-61310	Health Insurance	844.71
100-4650-61330	Life Insurance	22.10
100-4650-61340	MSRS HCSP	100.00
100-4660-61310	Health Insurance	224.04
100-4660-61330	Life Insurance	12.75
100-4670-62990	Misc. Operating Expense	126.50
610-4825-61310	Health Insurance	844.71
610-4825-61330	Life Insurance	45.39
610-4840-62990	Misc. Operating Expense	13.75
620-4825-61330	Life Insurance	40.80
620-4840-62990	Misc. Operating Expense	19.25
670-4825-61310	Health Insurance	67.22

Account Summary

Account Number	Account Name	Expense Amount
680-4825-61310	Health Insurance	2,086.05
680-4825-61330	Life Insurance	37.40
690-4825-61310	Health Insurance	5,912.97
690-4825-61330	Life Insurance	171.70
690-4825-61340	MSRS HCSP	100.00
690-4840-62990	Misc. Operating Expense	46.75
740-20150	Payroll Taxes Payable	54,772.13
740-20160	State Withholding	11,743.99
740-20180	PERA Payable	48,289.58
740-20300	Flex Payroll Deductions	188.44
740-24000	Clearing Account	11,253.59
740-4870-63640	Life Insurance - COBRA	48.90
740-4870-63650	Senior Gold BC/BS Mont...	3,162.50
820-4825-61310	Health Insurance	631.87
820-4825-61330	Life Insurance	9.35
Grand Total:		154,374.79

Project Account Summary

Project Account Key	Expense Amount
None	154,374.79
Grand Total:	154,374.79



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01086 - 08/21/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	100-4192-62020	Computer Supplies	1ST HALF AUG 2024 - CELL ...		25.99
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	100-4192-62020	Computer Supplies	1ST HALF AUG 2024 - ADAP...		15.95
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	100-4210-62990	Misc. Operating Expense	1ST HALF AUG 2024 - ZIP TI...		5.84
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	100-4312-62400	Small Tools and Minor Equip	1ST HALF AUG 2024 - LATHE...		19.45
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	620-4840-62020	Computer Supplies	1ST HALF AUG 2024 - CELL ...		36.94
AMAZON CAPITAL SERVICES ..	1ST HALF AUG 2024	08/21/2024	620-4850-62210	Equipment Maint & Repair	1ST HALF AUG 2024 - BLOCK...		80.00
Vendor AMAZON CAPITAL SERVICES INC Total:							184.17
Vendor: FARMERS GRAIN LLC							
FARMERS GRAIN LLC	77512	07/10/2024	100-4510-62240	Department Maint & Repair	HAT TRICK CHEMICALS		328.35
FARMERS GRAIN LLC	77903	07/09/2024	100-4510-62240	Department Maint & Repair	HAT TRICK CHEMICALS		328.35
Vendor FARMERS GRAIN LLC Total:							656.70
Vendor: JOHN DEERE FINANCIAL							
JOHN DEERE FINANCIAL	10491837	08/07/2024	620-4850-62210	Equipment Maint & Repair	FUEL FILTER / OIL FILTER - G...		51.55
Vendor JOHN DEERE FINANCIAL Total:							51.55
Vendor: MARCO TECHNOLOGIES LLC							
MARCO TECHNOLOGIES LLC	535521397	08/01/2024	100-4150-63030	Contracts Expense	COPIER CONTRACT - AUG 2...		565.83
MARCO TECHNOLOGIES LLC	535521397	08/01/2024	100-4650-63030	Contracts Expense	COPIER CONTRACT - AUG 2...		409.26
MARCO TECHNOLOGIES LLC	535521397	08/01/2024	690-4890-63030	Contracts Expense	COPIER CONTRACT - AUG 2...		135.35
Vendor MARCO TECHNOLOGIES LLC Total:							1,110.44
Vendor: MINNESOTA ENERGY GROUP-00002							
MINNESOTA ENERGY GROU...	5130507449	08/08/2024	100-4670-64500	Senior Citizen Programs	GAS METER READING - JUL ...		43.78
Vendor MINNESOTA ENERGY GROUP-00002 Total:							43.78
Vendor: MINNESOTA ENERGY GROUP-000079							
MINNESOTA ENERGY GROU...	5133574293	08/09/2024	100-4194-63890	Utilities Expense	GAS METER READING - JUL ...		21.38
Vendor MINNESOTA ENERGY GROUP-000079 Total:							21.38
Vendor: MN DPT OF REVENUE - SALES/USE TAX							
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	100-20220	Sales Tax Payable	SALES/USE TAX - JUL 2024		11,667.02
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	100-4194-62230	Building Maint & Repair	SALES/USE TAX - JUL 2024		-15.71
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	100-4210-62990	Misc. Operating Expense	SALES/USE TAX - JUL 2024		-2.30
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	100-4315-62210	Equipment Maint & Repair	SALES/USE TAX - JUL 2024		5.21
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	100-4315-62990	Misc. Operating Expense	SALES/USE TAX - JUL 2024		8.25
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	540-4680-65900	Work in Process-Constructi...	SALES/USE TAX - JUL 2024		-333.28
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	610-4840-62140	Off Sale Supplies	SALES/USE TAX - JUL 2024		5.50
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	610-4850-62210	Equipment Maint & Repair	SALES/USE TAX - JUL 2024		13.02
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	620-20220	Sales Tax Payable	SALES/USE TAX - JUL 2024		2,612.52

Council Approval Register

Packet: APPKT01086 - 08/21/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	620-4840-62990	Misc. Operating Expense	SALES/USE TAX - JUL 2024		-1.54
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-20220	Sales Tax Payable	SALES/USE TAX - JUL 2024		61,977.39
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4840-62010	Office Supplies	SALES/USE TAX - JUL 2024		8.29
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4840-62400	Small Tools and Minor Equip	SALES/USE TAX - JUL 2024		23.99
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4840-62990	Misc. Operating Expense	SALES/USE TAX - JUL 2024		3.16
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4850-62210	Equipment Maint & Repair	SALES/USE TAX - JUL 2024		321.50
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4850-62350	Power Plant/Dam Maint	SALES/USE TAX - JUL 2024		5.20
MN DPT OF REVENUE - SAL...	JUL 2024 - GEN	08/12/2024	690-4890-63030	Contracts Expense	SALES/USE TAX - JUL 2024		3.78
MN DPT OF REVENUE - SAL...	JUL 2024 - LQR	08/12/2024	610-20220	Sales Tax Payable	SALES TAX - JUL 2024 LQR		43,362.00
MN DPT OF REVENUE - SAL...	JUL 2024	08/12/2024	100-20220	Sales Tax Payable	SALES TAX - JUL 2024		14.00
Vendor MN DPT OF REVENUE - SALES/USE TAX Total:							119,678.00
Vendor: PENNINGTON CO MOTOR VEHICLE							
PENNINGTON CO MOTOR V...	SN 03042	08/21/2024	100-4670-64530	Public Safety Grant Expenses	REG / TITLE FEE - 2024 CHEV...		27.00
Vendor PENNINGTON CO MOTOR VEHICLE Total:							27.00
Vendor: PITNEY BOWES GLOBAL FINANCIAL							
PITNEY BOWES GLOBAL FIN...	3106784035	08/11/2024	100-4150-62010	Office Supplies	2ND QTR 2024 POSTAGE M...		143.55
Vendor PITNEY BOWES GLOBAL FINANCIAL Total:							143.55
Vendor: RED LAKE FALLS FIRE DEPARTMENT							
RED LAKE FALLS FIRE DEPAR...	FALL 2024	08/21/2024	100-4220-64400	Travel, Conference, School	REG FEE - (5) NORTHERN R...		100.00
Vendor RED LAKE FALLS FIRE DEPARTMENT Total:							100.00
Grand Total:							122,016.57

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	13,711.20
540 - 2024 ICE PLANT PROJECT	-333.28
610 - LIQUOR DISPENSARY	43,380.52
620 - WATER UTILITY FUND	2,779.47
690 - ELECTRIC UTILITY FUND	62,478.66
Grand Total:	122,016.57

Account Summary

Account Number	Account Name	Expense Amount
100-20220	Sales Tax Payable	11,681.02
100-4150-62010	Office Supplies	143.55
100-4150-63030	Contracts Expense	565.83
100-4192-62020	Computer Supplies	41.94
100-4194-62230	Building Maint & Repair	-15.71
100-4194-63890	Utilities Expense	21.38
100-4210-62990	Misc. Operating Expense	3.54
100-4220-64400	Travel, Conference, Sch...	100.00
100-4312-62400	Small Tools and Minor E...	19.45
100-4315-62210	Equipment Maint & Repa..	5.21
100-4315-62990	Misc. Operating Expense	8.25
100-4510-62240	Department Maint & Re...	656.70
100-4650-63030	Contracts Expense	409.26
100-4670-64500	Senior Citizen Programs	43.78
100-4670-64530	Public Safety Grant Expe...	27.00
540-4680-65900	Work in Process-Constru...	-333.28
610-20220	Sales Tax Payable	43,362.00
610-4840-62140	Off Sale Supplies	5.50
610-4850-62210	Equipment Maint & Repa..	13.02
620-20220	Sales Tax Payable	2,612.52
620-4840-62020	Computer Supplies	36.94
620-4840-62990	Misc. Operating Expense	-1.54
620-4850-62210	Equipment Maint & Repa..	131.55
690-20220	Sales Tax Payable	61,977.39
690-4840-62010	Office Supplies	8.29
690-4840-62400	Small Tools and Minor E...	23.99
690-4840-62990	Misc. Operating Expense	3.16
690-4850-62210	Equipment Maint & Repa..	321.50
690-4850-62350	Power Plant/Dam Maint	5.20
690-4890-63030	Contracts Expense	139.13
Grand Total:		122,016.57

Project Account Summary

Project Account Key	Expense Amount
None	122,016.57
Grand Total:	122,016.57



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01090 - 08/23/24 ELECTION JUDGES SALARY

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: BARBARA GAIL HOLTHUSEN							
BARBARA GAIL HOLTHUSEN	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor BARBARA GAIL HOLTHUSEN Total:							247.50
Vendor: BECKY SMITH							
BECKY SMITH	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	GOLF CART - PRIMARY ELEC...		90.00
Vendor BECKY SMITH Total:							90.00
Vendor: CATHERINE M MIRAMONTES							
CATHERINE M MIRAMONTES	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		262.50
Vendor CATHERINE M MIRAMONTES Total:							262.50
Vendor: CYNTHIA VENNES							
CYNTHIA VENNES	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		217.50
Vendor CYNTHIA VENNES Total:							217.50
Vendor: DEBORAH L FULTON							
DEBORAH L FULTON	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor DEBORAH L FULTON Total:							247.50
Vendor: DIANE FAY RUD							
DIANE FAY RUD	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor DIANE FAY RUD Total:							247.50
Vendor: ELNA JEAN LENDOBEJA							
ELNA JEAN LENDOBEJA	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		327.50
Vendor ELNA JEAN LENDOBEJA Total:							327.50
Vendor: ESTHER LOUISE JOHNSON							
ESTHER LOUISE JOHNSON	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor ESTHER LOUISE JOHNSON Total:							247.50
Vendor: JACQUELYN KAY PHILIPP							
JACQUELYN KAY PHILIPP	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor JACQUELYN KAY PHILIPP Total:							247.50
Vendor: JANET STRANDLIE							
JANET STRANDLIE	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		232.50
Vendor JANET STRANDLIE Total:							232.50
Vendor: JON WILLIAM PETERSON							
JON WILLIAM PETERSON	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor JON WILLIAM PETERSON Total:							247.50

Council Approval Register

Packet: APPKT01090 - 08/23/24 ELECTION JUDGES SALARY

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: JULIE D PETERSON							
JULIE D PETERSON	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		243.75
						Vendor JULIE D PETERSON Total:	243.75
Vendor: KATHERINE L FOGARTY							
KATHERINE L FOGARTY	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		312.50
						Vendor KATHERINE L FOGARTY Total:	312.50
Vendor: KATHRYN J GERMAN							
KATHRYN J GERMAN	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
						Vendor KATHRYN J GERMAN Total:	247.50
Vendor: KATHY R LANGNESS							
KATHY R LANGNESS	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		297.50
						Vendor KATHY R LANGNESS Total:	297.50
Vendor: KENNETH L OLSON							
KENNETH L OLSON	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		262.50
						Vendor KENNETH L OLSON Total:	262.50
Vendor: KIM R SWANSON							
KIM R SWANSON	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
						Vendor KIM R SWANSON Total:	247.50
Vendor: KRISTIE LYNN HUSETH							
KRISTIE LYNN HUSETH	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		241.50
						Vendor KRISTIE LYNN HUSETH Total:	241.50
Vendor: LINDA JEAN RAMSEY							
LINDA JEAN RAMSEY	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		305.00
						Vendor LINDA JEAN RAMSEY Total:	305.00
Vendor: MARK ALLEN HAUGEN							
MARK ALLEN HAUGEN	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	GOLF CART - PRIMARY ELEC...		90.00
						Vendor MARK ALLEN HAUGEN Total:	90.00
Vendor: MARY J MUGAAS							
MARY J MUGAAS	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		299.00
						Vendor MARY J MUGAAS Total:	299.00
Vendor: MARY M DAHLEN							
MARY M DAHLEN	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
						Vendor MARY M DAHLEN Total:	247.50
Vendor: MICHAEL KLIER TEUBNER							
MICHAEL KLIER TEUBNER	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
						Vendor MICHAEL KLIER TEUBNER Total:	247.50
Vendor: MILLIE J REIERSON							
MILLIE J REIERSON	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		277.50
						Vendor MILLIE J REIERSON Total:	277.50

Council Approval Register

Packet: APPKT01090 - 08/23/24 ELECTION JUDGES SALARY

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: PHYLISS K JOHNSON							
PHYLISS K JOHNSON	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		162.00
Vendor PHYLISS K JOHNSON Total:							162.00
Vendor: RANDI LOUISE HODNY							
RANDI LOUISE HODNY	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor RANDI LOUISE HODNY Total:							247.50
Vendor: REBECCA JEAN STAVENES							
REBECCA JEAN STAVENES	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		312.50
Vendor REBECCA JEAN STAVENES Total:							312.50
Vendor: RHONDA KAYE BACH							
RHONDA KAYE BACH	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor RHONDA KAYE BACH Total:							247.50
Vendor: RONALD DENNIS LINDBERG							
RONALD DENNIS LINDBERG	08 13 24	08/26/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor RONALD DENNIS LINDBERG Total:							247.50
Vendor: THERESA ANN VANYO							
THERESA ANN VANYO	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor THERESA ANN VANYO Total:							247.50
Vendor: TRACY HJELLE							
TRACY HJELLE	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor TRACY HJELLE Total:							247.50
Vendor: TRACY LAINE NELSON							
TRACY LAINE NELSON	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		247.50
Vendor TRACY LAINE NELSON Total:							247.50
Vendor: WILLIAM A FOGARTY							
WILLIAM A FOGARTY	08 13 24	08/22/2024	100-4140-61060	Temporary Salaries	PRIMARY ELECTION SALARY		255.00
Vendor WILLIAM A FOGARTY Total:							255.00
Grand Total:							8,148.75

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	8,148.75
Grand Total:	8,148.75

Account Summary

Account Number	Account Name	Expense Amount
100-4140-61060	Temporary Salaries	8,148.75
Grand Total:		8,148.75

Project Account Summary

Project Account Key	Expense Amount
None	8,148.75
Grand Total:	8,148.75



UBPKT02676 - Refunds 01 UBPKT02673 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
04-00527-010	BRISENO, JESUS E	8/28/2024	93391	62.00			62.00	Generated From Billing
07-00950-003	JOHNSON, KRISTA J	8/28/2024	93392	172.13			172.13	Generated From Billing
13-01554-011	KARINSKI, EMILY K	8/28/2024	93393	5.60			5.60	Generated From Billing
19-02494-003	MUMM, JEFF H	8/28/2024	93394	178.97			178.97	Generated From Billing
19-02533-002	JENSEN, ELIZABETH A	8/28/2024	93395	2,190.59			2190.59	Generated From Billing
23-03211-001	BARTH, HUNTER D	8/28/2024	93396	345.78			345.78	Generated From Billing
24-03316-001	LINDSETH, NELS R	8/28/2024	93397	153.00			153.00	Generated From Billing
25-03564-002	REDFORD, CRAIG S	8/28/2024	93398	30.31			30.31	Generated From Billing
26-04868-003	LANGERUD, ETHAN	8/28/2024	93399	185.73			185.73	Generated From Billing
26-04920-004	ANDERSON, EMMA K	8/28/2024	93400	173.23			173.23	Generated From Billing
26-05174-004	LUCKIE, ANGELA N	8/28/2024	93401	84.17			84.17	Generated From Billing
31-05029-002	ANDERSON, MORGAN M	8/28/2024	93402	173.61			173.61	Generated From Billing
31-05114-003	GAGNE, YANCY R	8/28/2024	93403	138.25			138.25	Generated From Billing
31-05222-002	BRATENG, ERIK J	8/28/2024	93404	237.50			237.50	Generated From Billing
Total Refunds: 14				Total Refunded Amount:	4,130.87			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	4130.87
Revenue Total:	4130.87

General Ledger Distribution

Posting Date: 08/21/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 690 - ELECTRIC UTILITY FUND			
690-10101	Cash & Investments	-4,130.87	Yes
690-11530	Accts Receivable - Billing	4,130.87	
690 Total:		0.00	
Fund: 999 - POOL CASH FUND			
999-10101	Pooled Cash & Investments	-4,130.87	
999-20700	Due To Other Funds	4,130.87	Yes
999 Total:		0.00	
Distribution Total:		0.00	



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01092 - 08/27/24 LIQUOR PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ABSOLUTE ICE							
ABSOLUTE ICE	23618	08/08/2024	610-4810-62590	Misc. Mdse for Resale	PURCHASE - ICE		505.40
ABSOLUTE ICE	23777	08/15/2024	610-4810-62590	Misc. Mdse for Resale	PURCHASE - ICE		364.80
Vendor ABSOLUTE ICE Total:							870.20
Vendor: ARTISAN BEER COMPANY							
ARTISAN BEER COMPANY	3700484	07/31/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		504.00
Vendor ARTISAN BEER COMPANY Total:							504.00
Vendor: BELLBOY CORP - BAR SUPPLY							
BELLBOY CORP - BAR SUPPLY	0108721400	08/06/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		24.00
BELLBOY CORP - BAR SUPPLY	0108721600	08/06/2024	610-4810-62590	Misc. Mdse for Resale	CAN COOLERS / 26 QT COO...		121.00
Vendor BELLBOY CORP - BAR SUPPLY Total:							145.00
Vendor: BELLBOY CORP - LIQUOR							
BELLBOY CORP - LIQUOR	0204583000	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		2,911.00
BELLBOY CORP - LIQUOR	0204583000	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - MIX		70.45
BELLBOY CORP - LIQUOR	0204748500	08/20/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		3,690.83
Vendor BELLBOY CORP - LIQUOR Total:							6,672.28
Vendor: BERNICK'S							
BERNICK'S	20065794	08/02/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		332.70
Vendor BERNICK'S Total:							332.70
Vendor: BEVERAGE WHOLESALERS INC							
BEVERAGE WHOLESALERS I...	341563	08/08/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		103.60
Vendor BEVERAGE WHOLESALERS INC Total:							103.60
Vendor: BREAKTHRU BEVERAGE							
BREAKTHRU BEVERAGE	117083340	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		6,410.50
BREAKTHRU BEVERAGE	117083340	08/06/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,155.00
BREAKTHRU BEVERAGE	117294511	08/20/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		6,204.55
BREAKTHRU BEVERAGE	117294511	08/20/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		148.00
BREAKTHRU BEVERAGE	117294511	08/20/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		312.32
Vendor BREAKTHRU BEVERAGE Total:							14,230.37
Vendor: C & L DISTRIBUTING							
C & L DISTRIBUTING	1949881	08/01/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		510.00
C & L DISTRIBUTING	1949881	08/01/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		833.50
C & L DISTRIBUTING	1949881	08/01/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		145.00
C & L DISTRIBUTING	1958484	08/15/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		559.50

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
C & L DISTRIBUTING	1958484	08/15/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		77.00
Vendor C & L DISTRIBUTING Total:							2,125.00
Vendor: DWIGHT TANGQUIST							
DWIGHT TANGQUIST	07 19 24	07/19/2024	610-4840-62140	Off Sale Supplies	PURCHASE - BAGS		1,521.20
Vendor DWIGHT TANGQUIST Total:							1,521.20
Vendor: IHEARTMEDIA							
IHEARTMEDIA	8821680021	07/31/2024	610-4880-63490	Advertising	RADIO ADVERTISING - JUL 2...		936.75
Vendor IHEARTMEDIA Total:							936.75
Vendor: JIM HIRT TRUCKING INC							
JIM HIRT TRUCKING INC	JUL 2024	07/29/2024	610-4810-62610	Freight In (Liquor)	FREIGHT CHARGES - JUL 20...		3,352.44
Vendor JIM HIRT TRUCKING INC Total:							3,352.44
Vendor: JOHNSON BROTHERS LIQUOR							
JOHNSON BROTHERS LIQU...	2600241	08/08/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		1,961.75
JOHNSON BROTHERS LIQU...	2600242	08/08/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		64.00
JOHNSON BROTHERS LIQU...	2600242	08/08/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,260.00
JOHNSON BROTHERS LIQU...	2601416	08/12/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		6,272.50
JOHNSON BROTHERS LIQU...	2601417	08/12/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,691.75
JOHNSON BROTHERS LIQU...	2605956	08/19/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		9,584.00
JOHNSON BROTHERS LIQU...	2605957	08/19/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		2,704.00
Vendor JOHNSON BROTHERS LIQUOR Total:							23,538.00
Vendor: LEIGHTON BROADCASTING							
LEIGHTON BROADCASTING	227862-1	08/27/2024	610-4880-63490	Advertising	RADIO ADVERTISING - DEC ...		1,125.00
LEIGHTON BROADCASTING	227863-1	08/27/2024	610-4880-63490	Advertising	RADIO ADVERTISING - DEC ...		900.00
LEIGHTON BROADCASTING	237944-1	07/31/2024	610-4880-63490	Advertising	RADIO ADVERTISING - JUL 2...		552.00
LEIGHTON BROADCASTING	237945-1	07/31/2024	610-4880-63490	Advertising	RADIO ADVERTISING - JUL 2...		690.00
Vendor LEIGHTON BROADCASTING Total:							3,267.00
Vendor: MC KINNON COMPANY INC							
MC KINNON COMPANY INC	794475	08/02/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		434.20
MC KINNON COMPANY INC	794475	08/02/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		10,410.65
MC KINNON COMPANY INC	794738	08/06/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		11,221.05
MC KINNON COMPANY INC	794807	08/06/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		30.00
MC KINNON COMPANY INC	795817	08/09/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		1,749.00
MC KINNON COMPANY INC	795817	08/09/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		7,383.20
MC KINNON COMPANY INC	795818	08/09/2024	610-4810-62510	Liquor for Resale	LIQUOR CREDIT		-28.50
MC KINNON COMPANY INC	795818	08/09/2024	610-4810-62520	Beer for Resale	PURCHASE - LIQUOR		-13.08
MC KINNON COMPANY INC	795818	08/09/2024	610-4810-62530	Wine for Resale	PURCHASE - LIQUOR		-3.47
MC KINNON COMPANY INC	796070	08/13/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		228.00
MC KINNON COMPANY INC	796070	08/13/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		8,979.25
MC KINNON COMPANY INC	796070	08/13/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		41.60
MC KINNON COMPANY INC	796070	08/13/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		96.70
MC KINNON COMPANY INC	796085	08/13/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		306.50
MC KINNON COMPANY INC	797109	08/16/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		342.00

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
MC KINNON COMPANY INC	797109	08/16/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		3,549.90
MC KINNON COMPANY INC	797109	08/16/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		98.00
MC KINNON COMPANY INC	907000139	08/02/2024	610-4810-62510	Liquor for Resale	LIQUOR CREDIT		-40.00
Vendor MC KINNON COMPANY INC Total:							44,785.00
Vendor: NORTHWEST BEVERAGE INC							
NORTHWEST BEVERAGE INC	151828	08/02/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		2,276.25
NORTHWEST BEVERAGE INC	151828	08/02/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		13,178.40
NORTHWEST BEVERAGE INC	151835	08/05/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		435.30
NORTHWEST BEVERAGE INC	151835	08/05/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		2,216.05
NORTHWEST BEVERAGE INC	151852	08/05/2024	610-4810-62540	Soft Drinks/Mix for Resale	KEG DEPOSIT		60.00
NORTHWEST BEVERAGE INC	151852	08/05/2024	610-4890-64900	Civic Events	DONATION - NITE TO UNITE		48.00
NORTHWEST BEVERAGE INC	151953	08/09/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		435.30
NORTHWEST BEVERAGE INC	151953	08/09/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		12,813.95
NORTHWEST BEVERAGE INC	151953	08/09/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		130.00
NORTHWEST BEVERAGE INC	151961	08/12/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		126.90
NORTHWEST BEVERAGE INC	151961	08/12/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		3,215.00
Vendor NORTHWEST BEVERAGE INC Total:							34,935.15
Vendor: PAUSTIS WINE COMPANY							
PAUSTIS WINE COMPANY	242969	07/30/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		702.00
PAUSTIS WINE COMPANY	242969	07/30/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - WINE		4,061.00
PAUSTIS WINE COMPANY	242969	07/30/2024	610-4810-62610	Freight In (Liquor)	PURCHASE - FREIGHT		69.00
Vendor PAUSTIS WINE COMPANY Total:							4,832.00
Vendor: PHILLIPS WINE & SPIRITS							
PHILLIPS WINE & SPIRITS	6829026	08/12/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		10,633.05
PHILLIPS WINE & SPIRITS	6829027	08/12/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		267.00
PHILLIPS WINE & SPIRITS	6829027	08/12/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		2,840.00
PHILLIPS WINE & SPIRITS	6829028	08/12/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		28.05
PHILLIPS WINE & SPIRITS	6832910	08/19/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		5,884.32
PHILLIPS WINE & SPIRITS	6832911	08/19/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		339.00
Vendor PHILLIPS WINE & SPIRITS Total:							19,991.42
Vendor: RADIO TIME							
RADIO TIME	322024-54	08/30/2024	610-4880-63490	Advertising	RADIO ADVERTISING - PATR...		171.00
Vendor RADIO TIME Total:							171.00
Vendor: SMALL LOT COOP LLC							
SMALL LOT COOP LLC	MN80241	08/02/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		495.00
Vendor SMALL LOT COOP LLC Total:							495.00
Vendor: SOUTHERN GLAZERS OF MN							
SOUTHERN GLAZERS OF MN	2511642	08/01/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		818.96
SOUTHERN GLAZERS OF MN	2512913	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		3,821.81
SOUTHERN GLAZERS OF MN	2512913	08/06/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,038.51
SOUTHERN GLAZERS OF MN	2512914	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		3,328.46
SOUTHERN GLAZERS OF MN	2512915	08/06/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		3,036.50

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
SOUTHERN GLAZERS OF MN	2517315	08/15/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		990.00
SOUTHERN GLAZERS OF MN	2518638	08/20/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		11,922.63
SOUTHERN GLAZERS OF MN	2518638	08/20/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,154.56
Vendor SOUTHERN GLAZERS OF MN Total:							26,111.43
Vendor: T R F RADIO							
T R F RADIO	35441-6	07/31/2024	610-4880-63490	Advertising	RADIO ADVERTISING - JUL 2...		550.00
Vendor T R F RADIO Total:							550.00
Vendor: THIEF RIVER FALLS TIMES							
THIEF RIVER FALLS TIMES	JUL 2024 - 137	07/31/2024	610-4810-62590	Misc. Mdse for Resale	ADVERTISING - NEWSPAPERS		136.80
THIEF RIVER FALLS TIMES	JUL 2024 - 137	07/31/2024	610-4880-63490	Advertising	4TH OF JULY / BULLRIDE		254.50
Vendor THIEF RIVER FALLS TIMES Total:							391.30
Vendor: VINOCOPIA INC							
VINOCOPIA INC	0356651-IN	08/20/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		414.00
VINOCOPIA INC	0356651-IN	08/20/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		1,019.01
Vendor VINOCOPIA INC Total:							1,433.01
Vendor: WASTE MASTERS LLC							
WASTE MASTERS LLC	47X00074	07/31/2024	610-4890-63030	Contracts Expense	CARDBOARD RECYCLING		96.00
Vendor WASTE MASTERS LLC Total:							96.00
Vendor: WINE MERCHANTS							
WINE MERCHANTS	7484056	08/12/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		102.00
Vendor WINE MERCHANTS Total:							102.00
Grand Total:							191,491.85

Fund Summary

Fund	Expense Amount
610 - LIQUOR DISPENSARY	191,491.85
Grand Total:	191,491.85

Account Summary

Account Number	Account Name	Expense Amount
610-4810-62510	Liquor for Resale	85,456.76
610-4810-62520	Beer for Resale	75,261.47
610-4810-62530	Wine for Resale	14,082.96
610-4810-62540	Soft Drinks/Mix for Resa...	5,296.77
610-4810-62590	Misc. Mdse for Resale	1,128.00
610-4810-62610	Freight In (Liquor)	3,421.44
610-4840-62140	Off Sale Supplies	1,521.20
610-4880-63490	Advertising	5,179.25
610-4890-63030	Contracts Expense	96.00
610-4890-64900	Civic Events	48.00
Grand Total:		191,491.85

Project Account Summary

Project Account Key	Expense Amount
None	191,491.85
Grand Total:	191,491.85



City of Thief River Falls, MN

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ADVANCED ELEMENTS OPERATIONAL TECHNOLOGY LLC							
ADVANCED ELEMENTS OPE...	96647	08/13/2024	620-4890-63110	Consulting Fees	PROF SRVCS - EPA AUDIT / L...		17,021.42
ADVANCED ELEMENTS OPE...	96972	08/13/2024	680-4890-63110	Consulting Fees	SCADA CYBER SECURITY		723.50
Vendor ADVANCED ELEMENTS OPERATIONAL TECHNOLOGY LLC Total:							17,744.92
Vendor: AQUA PURE INC							
AQUA PURE INC	TRFMN2412	08/27/2024	620-4840-62170	Field Supplies	LAB SUPPLIES		149.60
Vendor AQUA PURE INC Total:							149.60
Vendor: BLAIR LUND							
BLAIR LUND	REIMB 08 26 24	08/26/2024	100-4220-62880	Personal Protective Equipm...	REIMBURSE - WORKBOOT A...		144.50
Vendor BLAIR LUND Total:							144.50
Vendor: BRIAN DUANE HOLMER							
BRIAN DUANE HOLMER	REIMB 07 26 24	08/17/2024	100-4110-64400	Travel, Conference, School	REIMBURSE - MILEAGE / C...		312.22
Vendor BRIAN DUANE HOLMER Total:							312.22
Vendor: BRIAN JACOBSON							
BRIAN JACOBSON	REIMB 08 21 24	08/21/2024	690-4890-64400	Travel, Conference, School	REIMBURSE - MEALS / MM...		11.06
Vendor BRIAN JACOBSON Total:							11.06
Vendor: BRIAN MOYER							
BRIAN MOYER	1160	08/22/2024	100-4510-63030	Contracts Expense	TREE REMOVAL SERVICES		2,400.00
Vendor BRIAN MOYER Total:							2,400.00
Vendor: C G M C							
C G M C	10273	06/03/2024	100-4110-64400	Travel, Conference, School	REG FEE - 2024 SUMMER C...		180.00
Vendor C G M C Total:							180.00
Vendor: CORE & MAIN LP							
CORE & MAIN LP	V080292	08/07/2024	620-4850-62290	Water Meter Maintenance	METER REBUILDS		2,356.46
CORE & MAIN LP	V284542	08/07/2024	620-4850-62200	System Expense	AIRPORT RESERVOIR		1,195.40
CORE & MAIN LP	V403824	08/08/2024	620-4850-62200	System Expense	GASKET		31.88
Vendor CORE & MAIN LP Total:							3,583.74
Vendor: DDH REPAIR							
DDH REPAIR	08 14 24	08/14/2024	100-4510-62210	Equipment Maint & Repair	MOWER HYDRO		105.00
Vendor DDH REPAIR Total:							105.00
Vendor: ELECTRIC PUMP INC (MN)							
ELECTRIC PUMP INC (MN)	025460	08/20/2024	670-4850-62200	System Expense	LIFT PUMP - EMERGENCY U...		4,429.02
Vendor ELECTRIC PUMP INC (MN) Total:							4,429.02

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FALLS TOWING LLC							
FALLS TOWING LLC	24478	08/08/2024	100-4210-62990	Misc. Operating Expense	TOWING CHARGES		130.00
Vendor FALLS TOWING LLC Total:							130.00
Vendor: FLAHERTY AND HOOD PA							
FLAHERTY AND HOOD PA	21707	08/02/2024	100-4160-63040	Legal Fees	PROF SRVCS - LABOR NEGOT..		2,295.00
Vendor FLAHERTY AND HOOD PA Total:							2,295.00
Vendor: HACH COMPANY							
HACH COMPANY	14149714	08/14/2024	620-4840-62170	Field Supplies	LAB SUPPLY		287.45
Vendor HACH COMPANY Total:							287.45
Vendor: HOLIDAY INN - FARGO							
HOLIDAY INN - FARGO	28420262	08/21/2024	690-4890-64400	Travel, Conference, School	LODGING - BRIAN JACOBS...		296.14
HOLIDAY INN - FARGO	67734331	08/21/2024	690-4890-64400	Travel, Conference, School	LODGING - JOHN KINSMAN ...		296.14
Vendor HOLIDAY INN - FARGO Total:							592.28
Vendor: HUGOS #7							
HUGOS #7	46	08/20/2024	100-4110-64400	Travel, Conference, School	25 MEALS - COUNCIL / CO...		283.28
Vendor HUGOS #7 Total:							283.28
Vendor: JOHN KINSMAN							
JOHN KINSMAN	REIMB 07 22 24	07/22/2024	690-4890-64400	Travel, Conference, School	REIMBURSE - MEAL / MMU...		19.00
JOHN KINSMAN	REIMB 07 22 24	07/22/2024	690-4890-64400	Travel, Conference, School	REIMBURSE - MILEAGE / M...		156.65
Vendor JOHN KINSMAN Total:							175.65
Vendor: JONES & BARTLETT LEARNING LLC							
JONES & BARTLETT LEARNI...	959425	08/20/2024	100-4220-64400	Travel, Conference, School	FIRE INSPECTION TRAINING		133.30
Vendor JONES & BARTLETT LEARNING LLC Total:							133.30
Vendor: LESLIE MICHAEL COTA							
LESLIE MICHAEL COTA	494136	08/27/2024	100-4240-63030	Contracts Expense	GRASS MOWING SERVICES		1,390.00
Vendor LESLIE MICHAEL COTA Total:							1,390.00
Vendor: MN DPT OF HEALTH							
MN DPT OF HEALTH	3RD QTR 2024	08/28/2024	620-4890-64370	Taxes and Licenses	3RD QTR ENDING 09/30/24		8,512.00
Vendor MN DPT OF HEALTH Total:							8,512.00
Vendor: MOTOROLA SOLUTIONS INC							
MOTOROLA SOLUTIONS INC	8281958667	08/20/2024	100-4670-64530	Public Safety Grant Expenses	ENHANCED 7/800 MHZ MO...		6,440.16
Vendor MOTOROLA SOLUTIONS INC Total:							6,440.16
Vendor: MUNICIPAL SERVICE CO INC							
MUNICIPAL SERVICE CO INC	1212	08/18/2024	620-4850-62200	System Expense	CONTROL VALVE REPLACED ...		2,825.00
MUNICIPAL SERVICE CO INC	1213	08/18/2024	620-4850-62200	System Expense	VALVE REPLACED - HIGH SE...		9,300.00
Vendor MUNICIPAL SERVICE CO INC Total:							12,125.00
Vendor: NCL OF WISCONSIN INC							
NCL OF WISCONSIN INC	503965	05/16/2024	620-4840-62170	Field Supplies	LAB SUPPLIES		451.82
Vendor NCL OF WISCONSIN INC Total:							451.82

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: NOW MICRO INC							
NOW MICRO INC	IV551307	08/27/2024	100-4210-62420	Computer Equipment	COMPUTERS		1,144.00
NOW MICRO INC	IV551307	08/27/2024	620-4840-62420	Computer Equipment	COMPUTERS		1,144.00
NOW MICRO INC	IV551308	08/27/2024	690-4840-62420	Computer Equipment	COMPUTERS		3,432.00
Vendor NOW MICRO INC Total:							5,720.00
Vendor: PENNINGTON FAST LUBE INC							
PENNINGTON FAST LUBE INC	49989	08/14/2024	100-4210-62210	Equipment Maint & Repair	OIL PAN / SEAL - 13 BMW		704.62
PENNINGTON FAST LUBE INC	79235	08/26/2024	690-4840-62990	Misc. Operating Expense	OIL CHANGE / TIRE ROTATI...		146.99
Vendor PENNINGTON FAST LUBE INC Total:							851.61
Vendor: PUBLIC SAFETY EQUIPMENT LLC							
PUBLIC SAFETY EQUIPMENT...	10395	08/18/2024	100-4210-62990	Misc. Operating Expense	RADAR TUNING		345.00
Vendor PUBLIC SAFETY EQUIPMENT LLC Total:							345.00
Vendor: QUILL LLC							
QUILL LLC	39883912	08/05/2024	100-4670-62010	Office Supplies	GENERAL SUPPLIES		42.56
QUILL LLC	40077385	08/15/2024	100-4670-62010	Office Supplies	GENERAL SUPPLIES		374.90
Vendor QUILL LLC Total:							417.46
Vendor: RHI SUPPLY							
RHI SUPPLY	1389603	08/13/2024	630-4850-62230	Building Maint & Repair	PARTS - WALK IN COOLER A...		63.22
Vendor RHI SUPPLY Total:							63.22
Vendor: RMB ENVIRONMENTAL LAB INC							
RMB ENVIRONMENTAL LAB ...	D064910	08/23/2024	620-4840-62170	Field Supplies	LAB ANALYSIS - STATE SAM...		287.38
Vendor RMB ENVIRONMENTAL LAB INC Total:							287.38
Vendor: SANDAHL'S SIGN & CUSTOM GRAPHIC							
SANDAHL'S SIGN & CUSTOM...	456758	07/19/2024	690-4850-62210	Equipment Maint & Repair	NEW SIGNS FOR VAN #105		80.15
Vendor SANDAHL'S SIGN & CUSTOM GRAPHIC Total:							80.15
Vendor: SEH							
SEH	472855	08/21/2024	620-4890-63110	Consulting Fees	WATER MODELING		888.12
Vendor SEH Total:							888.12
Vendor: ST HILAIRE SUPPLY COMPANY							
ST HILAIRE SUPPLY COMPA...	418859	08/15/2024	670-4850-62210	Equipment Maint & Repair	PARTS - EMERGENCY UNDE...		23.53
Vendor ST HILAIRE SUPPLY COMPANY Total:							23.53
Vendor: STEVEN O KVASAGER							
STEVEN O KVASAGER	002619	08/22/2024	690-4850-62350	Power Plant/Dam Maint	ALARM MONITORING FEE - ...		19.50
STEVEN O KVASAGER	002620	08/22/2024	690-4890-63030	Contracts Expense	ALARM MONITORING FEE - ...		19.50
Vendor STEVEN O KVASAGER Total:							39.00
Vendor: THIEF RIVER AUTOMOTIVE LLC							
THIEF RIVER AUTOMOTIVE L...	SO# TR110397	08/08/2024	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		57.39
THIEF RIVER AUTOMOTIVE L...	SO#TR110186	07/29/2024	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		67.47
Vendor THIEF RIVER AUTOMOTIVE LLC Total:							124.86

Council Approval Register					Packet: APPKT01093 - 09/03/24 COUNCIL MEETING		
Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: THYGESON CONSTRUCTION							
THYGESON CONSTRUCTION	08 17 24	08/17/2024	100-4312-62280	Salt & Gravel Expense	CLASS 5 GRAVEL - STREETS		6,972.00
Vendor THYGESON CONSTRUCTION Total:							6,972.00
Vendor: ULINE							
ULINE	181494264	08/06/2024	690-4840-62990	Misc. Operating Expense	EAR PLUGS / KNIFE BLADES		153.83
Vendor ULINE Total:							153.83
Vendor: UNIVERSAL SCREENPRINT							
UNIVERSAL SCREENPRINT	45032	08/23/2024	100-4510-62990	Misc. Operating Expense	RETIREMENT PLAQUE - MIK...		60.00
Vendor UNIVERSAL SCREENPRINT Total:							60.00
Vendor: WADE ALLEN COTA							
WADE ALLEN COTA	840680	08/13/2024	100-4240-63030	Contracts Expense	GRASS MOWING SERVICES		556.00
WADE ALLEN COTA	840686	08/18/2024	100-4240-63030	Contracts Expense	GRASS MOWING SERVICES		304.00
Vendor WADE ALLEN COTA Total:							860.00
Vendor: WALLWORK TRUCK CENTER GRAND FORKS							
WALLWORK TRUCK CENTER...	09P74422	08/12/2024	100-4220-62210	Equipment Maint & Repair	SENDER ASSY - E '97 REPAIR		173.76
Vendor WALLWORK TRUCK CENTER GRAND FORKS Total:							173.76
Vendor: WASTE MASTERS LLC							
WASTE MASTERS LLC	433	08/19/2024	620-4830-63890	Utilities Expense	WTP - DEBRIS		8.55
Vendor WASTE MASTERS LLC Total:							8.55
Vendor: WATERLY							
WATERLY	1435	08/14/2024	620-4890-63020	Computer Maintenance & li...	10/2024 - 09/25 SUBSCRIPT...		5,500.00
Vendor WATERLY Total:							5,500.00
Grand Total:							84,444.47

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	24,615.16
620 - WATER UTILITY FUND	49,959.08
630 - ARENAS - OAK VIEW GROUP	63.22
670 - STORM WATER UTILITY FUND	4,452.55
680 - WASTEWATER UTILITY FUND	723.50
690 - ELECTRIC UTILITY FUND	4,630.96
Grand Total:	84,444.47

Account Summary

Account Number	Account Name	Expense Amount
100-4110-64400	Travel, Conference, Sch...	775.50
100-4160-63040	Legal Fees	2,295.00
100-4210-62120	Gas-Oil-Lube	124.86
100-4210-62210	Equipment Maint & Repa..	704.62
100-4210-62420	Computer Equipment	1,144.00
100-4210-62990	Misc. Operating Expense	475.00
100-4220-62210	Equipment Maint & Repa..	173.76
100-4220-62880	Personal Protective Equi...	144.50
100-4220-64400	Travel, Conference, Sch...	133.30
100-4240-63030	Contracts Expense	2,250.00
100-4312-62280	Salt & Gravel Expense	6,972.00
100-4510-62210	Equipment Maint & Repa..	105.00
100-4510-62990	Misc. Operating Expense	60.00
100-4510-63030	Contracts Expense	2,400.00
100-4670-62010	Office Supplies	417.46
100-4670-64530	Public Safety Grant Expe...	6,440.16
620-4830-63890	Utilities Expense	8.55
620-4840-62170	Field Supplies	1,176.25
620-4840-62420	Computer Equipment	1,144.00
620-4850-62200	System Expense	13,352.28
620-4850-62290	Water Meter Maintenanc...	2,356.46
620-4890-63020	Computer Maintenance...	5,500.00
620-4890-63110	Consulting Fees	17,909.54
620-4890-64370	Taxes and Licenses	8,512.00
630-4850-62230	Building Maint & Repair	63.22
670-4850-62200	System Expense	4,429.02
670-4850-62210	Equipment Maint & Repa..	23.53
680-4890-63110	Consulting Fees	723.50
690-4840-62420	Computer Equipment	3,432.00
690-4840-62990	Misc. Operating Expense	300.82
690-4850-62210	Equipment Maint & Repa..	80.15
690-4850-62350	Power Plant/Dam Maint	19.50

Account Summary

Account Number	Account Name	Expense Amount
690-4890-63030	Contracts Expense	19.50
690-4890-64400	Travel, Conference, Sch...	778.99
Grand Total:		84,444.47

Project Account Summary

Project Account Key	Expense Amount
None	84,444.47
Grand Total:	84,444.47

COUNCIL PER DIEM TO BE PAID ON 09/19/2024 PAYROLL
Presented 09/03/2024 Council Meeting

Brian Holmer - January 2024

01/08/24	Utilities Committee	7am	City Hall	\$32.50
01/09/24	Administrative Services	4:30pm	Room 201	\$32.50
01/17/24	Red River Basim	8-430	Fargo	\$100.00
01/18/24	Red River Basim	8-430	Fargo	\$100.00

\$265.00

Brian Holmer - February 2024

02/12/24	Utilities Committee	7am	City Hall	\$32.50
02/13/24	Administrative Services	4:30pm	Room 201	\$32.50
02/15/24	RRBC Executive Meeting	8:30am	Teams	\$32.50
02/15/24	LMC BOD Meeting	12:00	Zoom	\$32.50
02/28/24	TVF Authority Meeting		County Board Room	\$32.50

\$162.50

Brian Holmer - March 2024

03/06/24	RRBC BOD Meeting	11am	Grand Forks	\$32.50
03/11/24	Utilities Committee	7am	City Hall	\$32.50
03/12/24	Administrative Services	4:30pm	Room 201	\$32.50
03/15/24	Committee of the Whole	5pm	City Hall	\$32.50
03/19/24	LMC Cybersecurity Meeting	4:30pm	City Hall	\$32.50
03/20/24	TVF Authority Meeting	7:30am	County Board Room	\$32.50
03/29/24	LMC Board Housing Update	9am	Zoom	\$32.50

\$227.50

Brian Holmer - April 2024

04/03/24	HR Interviews	1pm	City Hall	\$32.50
04/08/24	Utilities Committee	7am	City Hall	\$32.50
04/09/24	Administrative Services		Room 201	\$32.50
04/12/24	HR Interviews	1:30pm	City Hall	\$32.50
04/12/24	Recessed Admin	3:30pm	City Hall	\$32.50
04/17/24	TVF Authority Meeting	7:30am	County Board Room	\$32.50
04/18/24	RRBC Executive Meeting	8:30am	Teams	\$32.50
04/24/24	Water Dept M&G	2pm	Water Plant	\$32.50
04/30/24	City Hall M&G	8:30am	City Hall	\$32.50
04/30/24	Strategic Planning Session	0am	Carnegie Library	\$32.50

\$325.00

Brian Holmer - May 2024

05/01/24	Electri Dept M&G	2pm	Electric Dept	\$32.50
05/13/24	Utilities Committee	7am	City Hall	\$32.50
05/14/24	Administrative Services	4:30pm	Room 201	\$32.50
05/15/24	TVF Authority Meeting	7:30am	County Board Room	\$32.50
05/23/24	CGMC Board Meeting	10am	Zoom	\$32.50

\$162.50

Brian Holmer - June 2024

06/03/24	Long Range Planning	7am	City Hall	\$32.50
06/10/24	Utilities Committee	7am	City Hall	\$32.50
06/11/24	Cyber Meeting	1pm	City Hall	\$32.50
06/11/24	Administrative Services	4:30pm	City Hall	\$32.50
06/12/24	Budget & Finance	2:30pm	City Hall	\$32.50

06/24/24	Special Council Meeting	5pm	City Hall	\$32.50
06/24/24	Cannabis Discussion	6:30pm	City Hall	\$32.50
06/25/24	TVF Airport Ribbon Cutting	5pm	TVF Airport	\$32.50

\$260.00

Steven Narverud - August 2024

08/06/24	Night to Unite	5-7	Pioneer Village	\$32.50
08/12/24	Public Safety	430-615	Council Chambers	\$32.50
08/03/24	Planning and Zoning	5:00-6:00	Council Chambers	\$32.50
08/14/24	Public Works & Comm Develop	430-715	Council Chambers	\$32.50
08/15/24	Open Line	11:00-12	KTRF	\$32.50
08/20/24	Labor Committee	330-4	Council Chambers	\$32.50
08/20/24	Building Committee	415-5	Council Chambers	\$32.50
08/20/24	Committee of the Whole	630-8	Council Chambers	\$32.50
08/21/24	Advance TRF	Noon-1	School District Bd Rm	\$32.50

\$292.50

J Scott Pream - July/August 2024

07/08/24	Utilities Committee	7:00 AM	City Hal	\$32.50
07/08/24	Pennington County Historical Soc	5:00 PM	Pioneer Village	\$32.50
07/09/24	Walk/Bike TRF	9:00 AM	City Hall	\$32.50
07/09/24	CVB	Noon-1	Carnegie	\$32.50
07/09/24	NWRL	4:30 PM	HQ	\$32.50
07/10/24	Public Works	4:30 PM	City Hall	\$32.50
07/17/24	MEC Mtg	7:30 AM	City Hall	\$32.50
07/22/24	Emergency City Council	5:30 PM	City Hall	\$32.50
08/06/24	Night to Unite	12:00 AM	City Hall	\$32.50
08/12/24	Utilities Committee	5:00-7:00	Pioneer Village	\$32.50
08/13/24	CVB	7:00 AM	City Hall	\$32.50
08/20/24	Committee of the Whole	6:30 PM	DSC	\$32.50
08/22/24	Walk/Bike TRF	9:00 AM	City Hall	\$32.50

\$422.50

\$2,117.50



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
FAX: 218-681-6223
email: @citytrf.net
www.citytrf.net

Request for Council Action

DATE: 9/3/2024

SUBJECT: Approve Ecklund-Holmstrom American Legion Post 117 Temporary Intoxicating Liquor License

RECOMMENDATION: It is respectfully requested the Council consider the following:

MOTION TO: Approve a Temporary Liquor License effective October 19, 2024, from 8pm to 1am at the Curling Club, Thief River Falls.

BACKGROUND:

KEY ISSUES: Applicant shall comply with all restrictions, limitations, and regulations for the sale of liquor under the City Code and State Statutes.

Applicant hereby agrees to obtain a resolution of its governing board wherein applicant agrees to indemnify and hold harmless the City of Thief River Falls and its elected officials, employees, and agents, from and against any and all liabilities, judgements, settlements, losses, costs or changes, including attorneys' fees, incurred by the City of Thief River Falls, and/or any of its elected officials, employees and agents, as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, and/or property damage caused by, arising out of, or relating to or associated with the granting of a temporary intoxicating liquor license to applicant.

Applicant also understands that all information contained on this application is public data according to Chapter 13 of the Minnesota State Statute. Failure to provide the requested information may result in the application being denied.

FINANCIAL CONSIDERATIONS: Cost of the license is \$35.00 per day.

LEGAL CONSIDERATION: If approved, the applicant must provide suitable Proof of Insurance covering liquor liability. The City of Thief River Falls shall be named as an additional insured.

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

1.	American Legion Liquor License 10.19.24_001
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CITY OF THIEF RIVER FALLS

Temporary Intoxicating Liquor License Application

City Code Section 111.086

APPLICANT: Ecklund-Holmstrom American Legion Post 117
(must be a club, charitable, religious, or non-profit organization, duly incorporated as a nonprofit or religious corporation under the laws of Minnesota and in existence for at least three years or a political committee registered under MS 10A.14 and applicant must sponsoring the event that alcohol is being served)

CONTACT PERSON: Wendy J. Mattson, Manager
ADDRESS: 324 Brooks Ave N, P.O. Box 7, Thief River Falls, MN 56701

PHONE: 218-681-1341

TYPE OF EVENT: Rock the Barn - Band at Curling Club

LICENSING PERIOD: January 1, 2024 to December 31, 2024

HOURS OF OPERATION: October 19, 2024 8:00 pm to 1:00 am

FACILITY/PLACE TO BE USED: Curling Club, Thief River Falls, MN

Applicant will present this request to the City Administrator's Office who will forward the application to the Public Safety Committee for review. The application must be presented to the City Administrator's Office at least one month before the event. The Public Safety Committee will present their recommendation to the City Council for action.

If approved, the license will not become valid until approved by the Commissioner.

If approved, the applicant must provide suitable Proof of Insurance covering liquor liability. The City of Thief River Falls shall be named as an additional insured.

Cost of the license is \$35.00 per day.

Applicant shall comply with all restrictions, limitations, and regulations for the sale of liquor under the City Code and State Statutes.

Applicant hereby agrees to obtain a resolution of its governing board wherein applicant agrees to indemnify and hold harmless the City of Thief River Falls and its elected officials, employees, and agents, from and against any and all liabilities, judgements, settlements, losses, costs, or charges, including attorneys' fees, incurred by the City of Thief River Falls, and/or any of its elected officials, employees, and agents, as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, and/or property damage caused by, arising out of, or relating to or associated with the granting of a temporary intoxicating liquor license to applicant.

Applicant also understands that all information contained on this application is public data according to Chapter 13 of the Minnesota State Statute. Failure to provide the requested information may result in the application being denied.

Wendy J. Mattson, Manager
SIGNATURE OF APPLICANT

August 20, 2024
DATE



City of Thief River Falls

HR Coordinator

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
FAX: 218-681-6223
email: lbacker@trfminn.gov
www.citytrf.net

Request for Council Action

DATE: September 3, 2024

SUBJECT: Approve the Employment of Jim Nelson as Power Plant Operator

RECOMMENDATION: It is respectfully requested that the Council consider the following recommendation:

MOTION TO: To approve the employment of Jim Nelson for the position of Power Plant Operator. Jim will be placed at Grade 5 Step 3 at a rate of \$32.45 effective September 16, 2024. The position is a Teamster Union #320 position.

BACKGROUND: The Council approved the position be opened on July 16, 2024.

FINANCIAL CONSIDERATION: This is a budgeted item for 2024.

LEGAL CONSIDERATION: N/A

DEPARTMENT/RESPONSIBLE PERSON: Brian Jacobson, Electric Superintendent



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
FAX: 218-681-6223
email: @citytrf.net
www.citytrf.net

Request for Council Action

DATE: 9/3/2024

SUBJECT: Approve agreement between MNDOT and the City of Thief River Falls to allow MNDOT to act as the City of Thief River Falls' agent in accepting federal aid in connection projects S.P. 170-105-014, S.P. 170-111-023 & S.P. 170-111-025.

RECOMMENDATION: It is respectfully requested the Council consider the following:

MOTION TO: Be it resolved by the City Council of the City of Thief River Falls, Minnesota, that, pursuant to Minnesota Statute, Sec. 161.36, the Commissioner of Transportation be appointed as Agent of City of Thief River Falls to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

The Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Thief River Falls to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MNDOT Contract Number 105711," a copy of which said agreement was before the City Council and which is made a part of hereof by reference.

BACKGROUND: This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in the agreement have been satisfactorily fulfilled, whichever occurs first.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: It is estimated that the total cost of the Project is \$3,700,000. The remaining share will be paid by the local Government, 80% of the eligible costs will be eligible for STBG funds in federal fiscal year 2024 in the amount of \$1,200,000, and October 1, 2024 federal fiscal year 2025. 80% of the eligible costs will be eligible for CRP funds in federal fiscal years 2024 and 2025; these amounts are \$960,000 and \$267,771 respectively.

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

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

1.	09032024 RCA-agreement to appoint Commissioner of Transportation as agent to accept federal aid funds on behalf of the City of Thief River Falls
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**AGREEMENT BETWEEN MNDOT AND THE CITY OF THIEF RIVER FALLS
TO ALLOW MNDOT TO ACT AS THE CITY OF THIEF RIVER FALLS' AGENT IN
ACCEPTING FEDERAL AID IN CONNECTION WITH PROJECTS
S.P. 170-105-014, SP 170-111-023 & SP 170-111-025**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THIEF RIVER FALLS,
MINNESOTA,

that, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of City of Thief River Falls to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Administer are herby authorized and directed for and on behalf of the City of Thief River Falls to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1057111," a copy of which said agreement was before the City Council and which is made a part hereof by reference.



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

August 8, 2024

Mr. Richard Clauson
City of Thief River Falls Engineer
216 South Main Street
Crookston, MN 56716

SUBJECT: **SP 170-105-014/170-111-023/170-111-025, STBG-CRP 5724(298)**
13th Street Reclamation
MnDOT Contract Number 1057111

Dear Mr. Clauson:

Attached is the agreement between the City of Thief River Falls and MnDOT, which allows for MnDOT to act as the City of Thief River Falls' agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2024 and 2025 or sooner as funds are available.

Please review and if approved, have the agreement signed. A City Council resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy Digitally signed by Angela Murphy
Date: 2024.08.08 11:58:54 -05'00'
Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Brian Ketring —DSAE
Cindy Degener—Finance
File

An Equal Opportunity Employer



**STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION**

State Project Number: 170-105-014/170-111-023/170-111-025 _____

FAIN Number: STBG-CRP 5724(298) _____

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

RECITALS

1. MnDOT Contract Number dcp(1052037) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project for 13th Street Reclamation, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal years 2024 and 2025, and is identified in MnDOT records as State Projects 170-105-014/170-111-023/170-111-025, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG-CRP 5724(298); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by

appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052037), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052037), which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

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

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$3,700,000. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal year 2024 in the amount of \$1,200,000. 80% of the eligible costs will be eligible for CRP funds in federal fiscal years 2024 and 2025; these amounts are \$960,000 and \$267,771, respectively.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2023 for federal fiscal year 2024, and October 1, 2024 for federal fiscal year 2025. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052037), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

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

6.2. The Local Government's Authorized Representative is:

Name: Mr. Richard Clauson, or their successor.

Title: City of Thief River Falls Engineer

Phone: 218-281-6522

Email: rich.clauson@widseth.com

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

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent

for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

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

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

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

13. Termination; Suspension

- 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have

not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

- 14. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as

identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

- 17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Local Government will comply with 2 CFR § 200.323.
- 17.1.11. Local Government will comply with 2 CFR § 200.216.
- 17.1.12. Local Government will comply with 2 CFR § 200.322.
- 17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

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

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

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

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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

City of Thief River Falls

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

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____

By: _____

Date: _____

SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of City of Thief River Falls to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the **Mayor* and the **Clerk* are hereby authorized and directed for and on behalf of the City of Thief River Falls to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1057111," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the City

SAMPLE CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Thief River Falls at a duly authorized meeting thereof held on the _____ day of _____, 20____, as shown by the minutes of said meeting in my possession.

Clerk

Notary Public

My Commission expires _____

(SEAL)



Request for Council Action

DATE: 9/3/2024

SUBJECT: Second Reading for Valley Assisted Living Rezoning Request

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning and Zoning and Public Works Committee recommendation:

MOTION TO: Call for the Second Reading to rezone a recently purchased property by Valley Assisted Living, LLC, which is a portion of parcel ID# 2500103730 from General Business District (C-2) to General Residential District (R-2).

BACKGROUND: Valley Assisted Living, LLC has recently purchased back a portion of parcel ID# 2500103730 that they had sold to MAK Construction; the purpose is for the construction of a parking lot for use by Discovery Place Early Learning Center that will be leasing a portion of their facility for a childcare center.

The Property is legally described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

Said described parcel contains 0.75 acres, more or less, and is subject to any and all easements, reservations, restrictions and conveyances of record, if any.

KEY ISSUES: The property was zoned from R-2 General Residential District to C-2 General Business District when MAK Construction was proposing a multi-use development called the Angle. This is simply rezoning the property back to R-2 General Residential District from C-2 General Business District as the appropriate zoning district for the childcare center is R-2 General Residential District.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A public hearing was held at the August 13, 2024, Planning Commission meeting and recommended by the Planning and Zoning Committee to approve the rezoning. The First Reading was held at the August 20, 2024, City Council Meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

1.	Valley Assisted Living Rezoning RCA Supporting Documents
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**NOTICE OF HEARING
PLANNING COMMISSION
CITY OF THIEF RIVER FALLS**

Notice is hereby given, pursuant to Chapter 152 of the Thief River Falls City Code, that Valley Assisted Living, LLC has applied for the rezoning of their recently purchased property which is a portion of parcel ID# 2500103730. The rezoning requested is from General Business District (C-2) to General Residential District (R-2).

The Property is legally described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

Said described parcel contains 0.75 acres, more or less, and is subject to any and all easements, reservations, restrictions and conveyances of record, if any.

Notice is further given that the Planning Commission will conduct a hearing on the rezoning request at 5:00 p.m. on Tuesday, August 13, 2024, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

If you have a disability and need accommodation in order to attend this hearing, please contact the Zoning Administrator at the above address or phone number.

Dated this 26th day of July 2024.

CITY OF THIEF RIVER FALLS

/s/ Richard L. Baker

Economic & Community Development Director
& Zoning Administrator

Published in the Wednesday, July 31, 2024, edition of The Times.



Application To Planning Commission/BOZA

City of Thief River Falls
Community Services
405 3rd Street East – P.O. Box 528
Thief River Falls, MN 56701
218-681-8506

☒ **REZONING** (Fee \$150.00)

☐ **APPEALS** (Fee \$50.00)

☐ **VARIANCE** (Fee \$150.00)

☐ **LAND SUBDIVISION** (Fee \$300.00)

☐ **CONDITIONAL USE PERMIT** (Fee \$150.00)

Applicant

Name
Valley Assisted Living, LLC

Phone #
701-793-7880

Address
523 Arnold Avenue South

City
Thief River Falls

State
MN

Zip
56701

Property Owner (if different from Applicant)

Name
Valley Assisted Living, LLC

Phone #
701-799-7292

Address
9302 25th Street South

City
Fargo

State
ND

Zip
58104

Approximate Location of Property

Address
523 Arnold Avenue South

Legal Description
Attached

Present Zoning Classification
General Business District (C-2)

Present Use
Greenspace

Description of Request

Valley Assisted Living previously sold their property south of the nursing home to MAK Construction for the purpose of a mixed-use apartment building with commercial space on the main floor, which was rezoned from General Residential District (R-2) to General Business District (C-2). A portion of this property was recently purchased back by Valley Home Assisted Living to construct a parking lot for use by Discovery Place Early Learning Center that will be leasing a portion of their facility for a childcare center. The appropriate zoning district for the childcare center is General Residential District (R-2). This will also require a conditional use permit, which is being processed under a separate application. The requested re-zoning to General Residential District (C-2) is consistent with prior zoning and consistent with Valley Assisted Living zoning. Site Sketch is attached.

Property Owner Signature (required)

Date

7/17/24

Applicant Signature

Date

7-22-24

Review (For office use only)

Date of Publication

Date on Planning Commission Agenda

Action Taken By Commission:

Action Taken By City Council:

City Council Resolution / Ordinance Number

Fee Paid

[illegible]

WIDETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

EXHIBIT A-2

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

Said described parcel contains 0.75 acres, more or less, and is subject to any and all easements, reservations, restrictions and conveyances of record, if any.

LEGEND

—————	BOUNDARY LINE
——— ———	QUARTER-QUARTER LINE
—————	CENTERLINE
——— ———	RIGHT OF WAY LINE
—————	BUILDING
——— ———	BUILDING OVERHANG



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON NAD 83 PENNINGTON COUNTY
COORDINATE SYSTEM, 1988 ADJUSTMENT

PAGE 2 OF 2

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Request for Council Action

DATE: 9/3/2024

SUBJECT: Approve the Rezoning Request – Valley Assisted Living

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning and Zoning and Public Works Committee recommendation:

MOTION TO: Approve the rezoning of a recently purchased property by Valley Assisted Living, LLC, which is a portion of parcel ID# 2500103730 from General Business District (C-2) to General Residential District (R-2).

BACKGROUND: Valley Assisted Living, LLC has recently purchased back a portion of parcel ID# 2500103730 that they had sold to MAK Construction; the purpose is for the construction of a parking lot for use by Discovery Place Early Learning Center that will be leasing a portion of their facility for a childcare center.

The Property is legally described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

Said described parcel contains 0.75 acres, more or less, and is subject to any and all easements, reservations, restrictions and conveyances of record, if any.

KEY ISSUES: The property was zoned from R-2 General Residential District to C-2 General Business District when MAK Construction was proposing a multi-use development called the Angle. This is simply rezoning the property back to R-2 General Residential District from C-2 General Business District as the appropriate zoning district for the childcare center is R-2 General Residential District.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A public hearing was held at the August 13, 2024, Planning Commission

meeting and recommended by the Planning and Zoning Committee to approve the rezoning. The First Reading was held at the August 20, 2024, City Council Meeting and the Second Reading was held at the September 3, 2024, City Council meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

None



Request for Council Action

DATE: 9/3/2024

SUBJECT: Second Reading of Amendment to Ordinance 152.069 Off-Street Parking Requirements.

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning Commission and Public Works Committee recommendation:

MOTION TO: Call for the Second Reading to consider an amendment to City Code Chapter 152 by amending section 152.069 "Off-Street Parking Requirements." By adding section 21. Day Care Facilities. 1 stall, 1 parking space, for every 12 daycare attendees, and one stall, 1 parking space for each employee based upon peak maximum staffing and the re-adoption of section 152.069 with renumber sections based upon the proposed addition of section 21. And adopting by reference City Code Chapter 10, which among other things, contains penalty provisions.

BACKGROUND: Currently City Code Section 152.069 – Off-Street Parking Requirements does not address the parking requirements for daycare facilities. Such a requirement is needed with the development of the future Discovery Place Early Learning Center to be located at Valley Assisted Living, 523 Arnold Ave. S. We utilized the U.S. General Services Administration's Child Care Center Design Guide and area city ordinances in setting the parking requirements.

KEY ISSUES: With changes to multiple subsections of Ordinance 152.069, it is recommended to re-adopt this section of the City Code.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A Public Hearing was held on Tuesday, August 13, 2024, by the Planning Commission. The First Reading occurred at the August 20, 2024, City Council meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

1.	Off-Street Parking Day Care Amendment
----	---------------------------------------

**NOTICE OF HEARING
PLANNING COMMISSION
CITY OF THIEF RIVER FALLS**

Notice is hereby given, pursuant to Chapter 152 of the Thief River Falls City Code, that the Planning Commission recommends:

An amendment to City Code Chapter 152 entitled “Zoning Code” by amending section 152.069 “Off Street Parking Requirements.” By adding section 21. *Day Care Facilities*. 1 stall, 1 parking space, for every 12 day care attendees and one stall, 1 parking space, for each employee based upon peak maximum staffing. And the readoption of section 152.069 with renumbered sections based upon the proposed addition. And adopting by reference City Code Chapter 10, which, among other things, contain penalty provisions.

Notice is further given that the Planning Commission will conduct a hearing on the amendment at 5:00 p.m. on Tuesday, August 13, 2024, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the proposed ordinance amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

If you have a disability and need accommodation in order to attend this hearing, please contact the Zoning Administrator at the above address or phone number.

Dated this 26th day of July 2024

CITY OF THIEF RIVER FALLS

/s/ Richard L. Baker
Zoning Administrator

Published in the Wednesday, July 31st edition of The Times.

ORDINANCE NO. 129, 3rd SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING SECTION 152.069 "OFF STREET PARKING REQUIREMENTS", AND ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 152.0869 is hereby amended to read as follows:

Sec. 152.069. - Off-street parking requirements.

1. *Single-family. Two stalls per dwelling unit and one stall per accessory apartment, subject to specific uses set forth in divisions 10. through 21. of this section.*
2. *Duplex. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section.*
3. *Townhouses and condominiums. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section.*
4. *Multi-family. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section. A garage stall shall equal one half of a parking stall in determining the number of parking stalls available.*
5. *Neighborhood business district. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.*
6. *General business district. One stall per 400 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.*
7. *Central business district. One stall per 1,000 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.*
8. *Downtown fringe district. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.*
9. *Industrial district. One stall per two employees on maximum shift and one stall per commercial vehicle, subject to specific uses set forth in divisions 10. through 21. of this section.*

10. *Bar. One stall per three seats based on the design capacity of the establishment.*
11. *Cafes, restaurants, and clubs. One stall per 30 square feet of dining area and one stall per two employees on maximum shift.*
12. *Theaters. For the first 100 stalls, one stall per three fixed seats, after the first 100 stalls, one stall per six fixed seats.*
13. *Professional offices. One stall per 400 square feet of gross floor area, and one stall per two employees.*
14. *Motels and hotels. One stall per rental unit and five stalls.*
15. *Home occupation. One stall for every 300 square feet of home occupation area.*
16. *Schools.*
 - a. *College and high school. Three stalls per classroom and one stall per employee.*
 - b. *Junior high and elementary. One stall per employee.*
17. *Federal, state, city and county buildings. Ten stalls and one stall per two employees.*
18. *Elderly housing. One stall per three dwelling units.*
19. *Hospitals, rest homes, and nursing homes. Two stalls per 1,000 square feet of gross floor area.*
20. *Churches, auditoriums, and mortuaries. One stall per six seats.*
21. *Day Care Facilities. One stall 1 parking space for every 12 day care attendees and one stall for each employee based upon peak maximum staffing.*

Section 2. City Code Chapter 10 entitled "General Provisions" and Section 152.998 entitled "Violation" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall be in force and effect from and after its passage, approval, and publication.

Passed by the City Council of Thief River Falls, Minnesota, on the ___th day of _____, 2024, by majority vote.

Mayor

ATTEST:

Angela Philipp
City Administrator

Sec. 152.069. Off-street parking requirements.

1. *Single-family*. Two stalls per dwelling unit and one stall per accessory apartment, subject to specific uses set forth in divisions 10. through ~~20-21~~ of this section.
2. *Duplex*. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
3. *Townhouses and condominiums*. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
4. *Multi-family*. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section. A garage stall shall equal one half of a parking stall in determining the number of parking stalls available.
5. *Neighborhood business district*. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
6. *General business district*. One stall per 400 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
7. *Central business district*. One stall per 1,000 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through ~~20-21~~ of this section.
8. *Downtown fringe district*. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
9. *Industrial district*. One stall per two employees on maximum shift and one stall per commercial vehicle, subject to specific uses set forth in divisions 10. through ~~2021~~. of this section.
10. *Bar*. One stall per three seats based on the design capacity of the establishment.
11. *Cafes, restaurants, and clubs*. One stall per 30 square feet of dining area and one stall per two employees on maximum shift.
12. *Theaters*. For the first 100 stalls, one stall per three fixed seats, after the first 100 stalls, one stall per six fixed seats.
13. *Professional offices*. One stall per 400 square feet of gross floor area, and one stall per two employees.
14. *Motels and hotels*. One stall per rental unit and five stalls.
15. *Home occupation*. One stall for every 300 square feet of home occupation area.
16. *Schools*.
 - a. *College and high school*. Three stalls per classroom and one stall per employee.
 - b. *Junior high and elementary*. One stall per employee.
17. *Federal, state, city and county buildings*. Ten stalls and one stall per two employees.
18. *Elderly housing*. One stall per three dwelling units.
19. *Hospitals, rest homes, and nursing homes*. Two stalls per 1,000 square feet of gross floor area.
20. *Churches, auditoriums, and mortuaries*. One stall per six seats.
21. Dare Care Facilities. One Stall 1 arking Space for every 12 day care attendees and one stall for each employee based upon peak maximum staffing

Section 2. City Code Chapter 10 entitled “General Provisions” and Section 152.998 entitled “Violation” are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall be in force and effect from and after passage, approval and publication.

(Ord. No. 11, 3 rd Series 8-24-04; Ord. No. 60, 3 rd Series 7-23-13)



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
FAX: 218-681-6223
email: @citytrf.net
www.citytrf.net

Request for Council Action

DATE: 9/3/2024

SUBJECT: Approval of Amendment to Ordinance 152.069 Off-Street Parking Requirements.

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning Commission and Public Works Committee recommendation:

MOTION TO: Approve an amendment to City Code Chapter 152 by amending section 152.069 “Off-Street Parking Requirements.” By adding section 21. Day Care Facilities. 1 stall, 1 parking space, for every 12 daycare attendees, and one stall, 1 parking space for each employee based upon peak maximum staffing and the re-adoption of section 152.069 with renumber sections based upon the proposed addition of section 21. And adopting by reference City Code Chapter 10, which among other things, contains penalty provisions.

BACKGROUND: Currently City Code Section 152.069 – Off-Street Parking Requirements does not address the parking requirements for daycare facilities. Such a requirement is needed with the development of the future Discovery Place Early Learning Center to be located at Valley Assisted Living, 523 Arnold Ave. S. We utilized the U.S. General Services Administration’s Child Care Center Design Guide and area city ordinances in setting the parking requirements.

KEY ISSUES: With changes to multiple subsections of Ordinance 152.069, it is recommended to re-adopt this section of the City Code.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A Public Hearing was held on Tuesday, August 13, 2024, by the Planning Commission. The First Reading occurred at the August 20, 2024 City Council meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

None



Request for Council Action

DATE: 9/3/2024

SUBJECT: Second Reading of “Interim Use Ordinance.”

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning Commission and Public Works Committee recommendation:

MOTION TO: Call for the Second Reading to consider an amendment to City Code Chapter 152 to include section 152.037 “Interim Use”, and adopting by reference city code Chapter 10, which among other things, contains penalty provisions

BACKGROUND: An “interim use” is a use currently not allowed by an applicable zoning ordinance, which may be allowed as a temporary use of a property until an established date or termination, until the occurrence of a particular event, or until the zoning regulations no longer allow it. The City Council may approve an interim use of property as defined and authorized by Minnesota State Statutes 462.3597, after proper application and hearing.

Zoning regulations may permit the governing body to allow interim uses. The regulations may set conditions on interim uses. The governing body may grant permission for an interim use of property if:

- (1) the use conforms to the zoning regulations;
 - (2) the date or event that will terminate the use can be identified with certainty;
 - (3) permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
 - (4) the user agrees to any conditions that the governing body deems appropriate for permission of the use.
- Any interim use may be terminated by a change in zoning regulations.

KEY ISSUES: We currently do not have an Interim Use Ordinance in place. The difference between a “Conditional Use and an “Interim Use” are: A “Conditional Use Permit” is filed with the County Recorder and remains in effect as long as the conditions agreed upon are observed. An “Interim Use Permit” is a temporary use of the property until a particular date, occurrence of a specific event, or until zoning regulations no longer allow it. There is no recording with the County Recorder, so it does not stay with the property upon the sale of the property.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A Public Hearing was held on Tuesday, August 13, 2024, by the Planning Commission. And a First Reading was held at the August 20, 2024, City Council meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

1.	Interim Use RCA Supporting Documents
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**NOTICE OF HEARING
PLANNING COMMISSION
CITY OF THIEF RIVER FALLS**

Notice is hereby given, pursuant to Chapter 152 of the Thief River Falls City Code, that the Planning Commission recommends:

An amendment to City Code Chapter 152 entitled “Zoning Code” by adding section 152.037 “Interim Use”, and adopting by reference city code Chapter 10, which, among other things, contains penalty provisions. An “interim use” is a use not currently allowed by an applicable zoning ordinance, which may be allowed as a temporary use of property until an established date or termination, until the occurrence of a particular event, or until the zoning regulations no longer allow it. The City Council may approve an interim use of property as defined and authorized by Minnesota State Statutes 462.3597, after proper application and hearing.

Notice is further given that the Planning Commission will conduct a hearing on the proposed amendment at 5:00 p.m. on Tuesday, August 13, 2024, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the proposed amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

If you have a disability and need accommodation in order to attend this hearing, please contact the Zoning Administrator at the above address or phone number.

Dated this 26th day of July 2024

CITY OF THIEF RIVER FALLS

/s/ Richard L. Baker
Zoning Administrator

Published in the Wednesday, July 31st edition of The Times.

ORDINANCE NO. 129, 3rd SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY ADDING SECTION 152.037 "INTERIM USE", AND ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 152.037 is hereby added to read as follows:

Sec. 152.037. Purpose of interim uses.

An interim use is a use not currently allowed by this ordinance, which may be allowed as a temporary use of property until an established date, until the occurrence of a particular event, or until the zoning regulations no longer allow it.

Sec. 152.038. Authorization of interim use.

The City Council may approve an interim use of property as defined and authorized by Minnesota Statutes 462.3597.

Sec. 152.039. Application for interim use.

Any person having a legal or equitable interest in a property may file an application to use such land for one or more interim uses. An application for interim use shall be filed with the City Planner on an approved form, as specified in Section 2-90, and shall be accompanied by such information as is requested by the City Planner to facilitate review.

Sec. 152.040. Hearing on application for interim use.

The Planning Commission shall hold a public hearing on each valid and complete application for an interim use as provided in Section 152.038. After the close of the hearing on a proposed interim use, the Planning Commission shall make findings, and shall submit the same together with its recommendations to the City Council.

Sec. 152.041. Action by City Council on interim uses.

The City Council shall make the final decision regarding all applications for interim use. Approval shall require a majority vote of the City Council.

Sec. 152.042. Interim use findings and conditions.

(A)*Required findings.* The City Council shall make the following findings in order to approve an interim use:

- (1) The proposed interim use will utilize property where it is not reasonable to utilize it in a manner provided for in the City's Land Use Plan/Comprehensive Plan.
- (2) The proposed interim use is presently acceptable but, given anticipated development, will not be acceptable in the future.

(B)*Conditions and guarantees.* Any City Council approval of an interim use shall be subject to the following conditions:

- (1) Except as otherwise authorized by this section, an interim use shall conform to this ordinance as if it were established as an allowed conditional use.
- (2) The date or event that will terminate the interim use shall be identified with certainty, but in no event will it extend beyond 3 years.
- (3) In the event of a public taking of property after the interim use is established, the property owner shall not be entitled to compensation for any increase in value attributable to the interim use.
- (4) Such conditions and guarantees as the City Council deems reasonable and necessary to protect the public interest, neighborhood interests and to ensure compliance with the standards of this ordinance and policies of the Land Use Plan.

Sec. 152.043. Termination of interim use.

An approved interim use shall terminate upon the occurrence of any of the following events:

- (1) The termination date specified with approval of the interim use, or at the end of 3 years, whichever is greater.
- (2) Any violation of the conditions under which the interim conditional use was approved.
- (3) A change in this ordinance which would render the interim conditional use nonconforming.

Section 2. City Code Chapter 10 entitled "General Provisions" and Section 152.998 entitled "Violation" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall be in force and effect from and after its passage, approval, and publication.

Passed by the City Council of Thief River Falls, Minnesota, on the __th day of _____, 2024, by majority vote.

Mayor

ATTEST:

Angela Philipp
City Administrator



Request for Council Action

DATE: 9/3/2024

SUBJECT: Approval of “Interim Use Ordinance.”

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning Commission and Public Works Committee recommendation:

MOTION TO: Approve an amendment to City Code Chapter 152 to include section 152.037 “Interim Use”, and adopting by reference city code Chapter 10, which among other things, contains penalty provisions. And to set the initial application fee at \$150.00.

BACKGROUND: An “interim use” is a use currently not allowed by an applicable zoning ordinance, which may be allowed as a temporary use of a property until an established date or termination, until the occurrence of a particular event, or until the zoning regulations no longer allow it. The City Council may approve an interim use of property as defined and authorized by Minnesota State Statutes 462.3597, after proper application and hearing.

Zoning regulations may permit the governing body to allow interim uses. The regulations may set conditions on interim uses. The governing body may grant permission for an interim use of property if:

- (1) the use conforms to the zoning regulations;
 - (2) the date or event that will terminate the use can be identified with certainty;
 - (3) permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
 - (4) the user agrees to any conditions that the governing body deems appropriate for permission of the use.
- Any interim use may be terminated by a change in zoning regulations.

KEY ISSUES: We currently do not have an Interim Use Ordinance in place. The difference between a “Conditional Use and an “Interim Use” are: A “Conditional Use Permit” is filed with the County Recorder and remains in effect as long as the conditions agreed upon are observed. An “Interim Use Permit” is a temporary use of the property until a particular date, occurrence of a specific event, or until zoning regulations no longer allow it. There is no recording with the County Recorder, so it does not stay with the property upon the sale of the property.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: A Public Hearing was held on Tuesday, August 13, 2024, by the Planning Commission. The First Reading was held at the August 20, 2024, City Council meeting and a second reading at the September 3, 2024, City Council meeting.

DEPARTMENT/RESPONSIBLE PERSON: Richard Baker, Economic/Community Development Director

ATTACHMENTS:

None



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
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email: @citytrf.net
www.citytrf.net

Request for Council Action

DATE: 9/3/2024

SUBJECT: Adopt the City of Thief River Falls Preliminary 2025 Budget

RECOMMENDATION: It is respectfully requested the City Council accept Administrative Services Committee recommendations.

MOTION TO: By the City Council, to adopt the City of Thief River Falls Preliminary 2025 Budget. A summary of the 2025 revenue and expenditures is as follows:

	2025 REVENUE	2025 EXPENSE	FUND BALANCE RESERVES + OR -
General Fund	\$ 11,158,335.00	\$ 11,173,335.00	\$ (15,000.00)
Liquor Dispensary	\$ 5,070,350.00	\$ 5,620,570.00	\$ (550,220.00)
Electric Utility Fund	\$ 17,995,000.00	\$ 17,785,413.00	\$ 209,587.00
Storm Water Utility Fund	\$ 372,000.00	\$ 372,000.00	\$ -
Water Utility Fund	\$ 3,212,342.00	\$ 3,704,601.00	\$ (492,259.00)
Wastewater Utility Fund	\$ 1,258,150.00	\$ 1,207,982.00	\$ 50,168.00
Police Relief Pension Fund	\$ 12,585.00	\$ 15,467.00	\$ (2,882.00)
Debt Service Fund	\$ 1,578,076.00	\$ 1,550,755.00	\$ 27,321.00
TOTALS	\$ 40,656,838.00	\$ 41,430,123.00	\$ (773,285.00)

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
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www.citytrf.net

Request for Council Action

DATE: 9/3/2024

SUBJECT: Approval of Proposed 2025 Tax Levy

RECOMMENDATION: It is respectfully requested the City Council accept Administrative Services Committee recommendation:

MOTION TO: By the City Council of Thief River Falls, County of Pennington, Minnesota, that the following sums of money be levied for the current year, collectible in 2025, upon taxable property in the City of Thief River Falls, for a total proposed levy of \$4,051,075.00. This represents \$390,115.00 or approximately 10.66% increase over last year's levy.

It should be noted that with the proposed tax capacity increase for 2025, a 10.66% tax levy increase results in an estimated 3.181% to 3.784% increase in the tax rate.

BACKGROUND: That the Truth-n-Taxation public meeting will be held on December 3, 2024 at 6:00 p.m. to discuss the 2025 budget & levy. Final budget and levy will be adopted at the December 17, 2024 council meeting.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



City of Thief River Falls

405 Third Street East • PO Box 528
Thief River Falls MN 56701-0528

PHONE: 218-681-2943
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email: @citytrf.net
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Request for Council Action

DATE: 9/3/2024

SUBJECT: Approve the renewal for Civic Clerk including agenda and meeting management

RECOMMENDATION:

MOTION TO: To authorize the City Administrator and Mayor to fully execute the contract with Civic Clerk including agenda and meeting managements for term starting October 30, 2024.

BACKGROUND: The City of Thief River Falls has been utilizing Civic Plus/Civic Clerk software for several years for our website, agenda and meeting management, along with code management just recently added.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: The Civic Clerk Annual fee with the Media Premium package has recurring costs of \$10,797.89. A discount has been offered on the 1st year in the amount of \$411.79. First year cost would be \$10,386.10. Each renewal term there after would be subject to a 5% increase.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



Request for Council Action

DATE: 9/3/2024

SUBJECT: Approve an agreement with Bolton & Menk, Inc.

RECOMMENDATION:

MOTION TO: To authorize the City Administrator to fully execute the contract with Bolton & Menk, Inc. to authorize Robert M. Brown to provide professional services for the lift station 9 improvements and force main replacement settlement implementation for the City of Thief River Falls.

BACKGROUND: The Original Project included the design and construction of a lift station, a 20-inch sanitary sewer force main, and a 20-inch HDPE discharge pipe to convey wastewater collected in the city's sanitary sewer collection system into Primary Pond 1, a treatment pond owned by the city at the city's wastewater treatment facility, and appurtenant facilities. This Agreement concerns the portion of the Original Project consisting of the installation of the 20-inch HDPE discharge pipe to convey wastewater into the city's treatment pond. This discharge piping was designed to be submerged in the pond by use of concrete weights. After the Original Project was completed, the discharge piping broke free of the concrete weights and floated to the surface of the pond. The city entered into a settlement agreement with multiple other parties involved in the Original Project pursuant to which the contractor hired to complete the Original Project will replace the existing weights with new weights, reinstall the first 100 feet of pipe that runs under a dike forming the embankment to the pond and into the pond, and resubmerge the pipe using the new weights (the "Repair Project"). The scope of the Repair Project agreed to in the settlement agreement is detailed on Change Order No. 2024-001, attached hereto as Exhibit 1 and incorporated herein by reference. Bolton & Menk, Inc. will provide professional services in support of the settlement agreement, including construction observation and other services detailed herein, and through our colleague Robert M. Brown, P.E., of Community Health and Environment, LLC, Engineer of Record Services as detailed on Exhibit 1.

Subject to the terms and conditions appended hereto, Bolton & Menk, Inc. agrees to perform various professional services in support of the Repair Project as follows (the "services"):

1. Coordinate the provision of Engineer of Record services as detailed in Exhibit 1 through Robert M. Brown, P.E. of Community Health and Environment, LLC, or Bolton & Menk, Inc. staff;
2. Coordination with General Contractor and on-site construction administration services to ensure Repair Project work complies with the scope of work detailed in Exhibit 1.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: Bolton & Menk, Inc. will provide the described work on an HOURLY NOT TO EXCEED contract up to a total fee of \$35,000. Hours will be billed only for work completed on the project. If the project takes less time, the city will be billed only for hours worked, unless given approval to

proceed with additional work outside our scope of services. If the construction observation phase of the project exceeds the ten business days contemplated herein and in Exhibit 1 due to project extensions granted to the contractor, such additional days will be billed at the hourly rates shown in Exhibit 2.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

1.	2024-08-20 Proposal LTR Thief River Falls LS9 Impvs-FMain Repl-Ph1-Settlement Implementation
----	--



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

VIA EMAIL

August 20, 2024

Angela Philipp, City Administrator
City of Thief River Falls
405 3rd St. E.
Thief River Falls, MN 56701
aphilipp@trfmn.gov

RE: Agreement to Provide Professional Services
Lift Station 9 Improvements and Force Main Replacement – Phase 1
Settlement Implementation
City of Thief River Falls, Minnesota

Dear Ms. Philipp,

Bolton & Menk, Inc. is pleased to provide the following proposed scope of work and fee proposal in connection with implementing a settlement agreement concerning the city's Lift Station 9 Improvements and Force Main Replacement – Phase 1 project (the "Original Project"). Our longstanding relationship with our colleague, Robert M. Brown, P.E., of Community Health and Environment, LLC, who has provided expert witness services to the city through its legal representative in connection with the settlement agreement, will facilitate collaboration and provide efficiencies in implementing the settlement agreement.

PROJECT UNDERSTANDING

The Original Project included the design and construction of a lift station, a 20-inch sanitary sewer force main, and a 20-inch HDPE discharge pipe to convey wastewater collected in the city's sanitary sewer collection system into Primary Pond 1, a treatment pond owned by the city at the city's wastewater treatment facility, and appurtenant facilities. This Agreement concerns the portion of the Original Project consisting of the installation of the 20-inch HDPE discharge pipe to convey wastewater into the city's treatment pond. This discharge piping was designed to be submerged in the pond by use of concrete weights. After the Original Project was completed, the discharge piping broke free of the concrete weights and floated to the surface of the pond. The city entered into a settlement agreement with multiple other parties involved in the Original Project pursuant to which the contractor hired to complete the Original Project will replace the existing weights with new weights, reinstall the first 100 feet of pipe that runs under a dike forming the embankment to the pond and into the pond, and resubmerge the pipe using the new weights (the "Repair Project"). The scope of the Repair Project agreed to in the settlement agreement is detailed on Change Order No. 2024-001, attached hereto as Exhibit 1 and incorporated herein by reference. Bolton & Menk, Inc. will provide professional services in support of the settlement agreement, including construction observation and other services detailed herein, and through our colleague Robert M. Brown, P.E., of Community Health and Environment, LLC, Engineer of Record Services as detailed on Exhibit 1.

SCOPE OF SERVICES

Subject to the terms and conditions appended hereto, Bolton & Menk, Inc. agrees to perform various professional services in support of the Repair Project as follows (the “services”):

1. Coordinate the provision of Engineer of Record services as detailed in Exhibit 1 through Robert M. Brown, P.E. of Community Health and Environment, LLC, or Bolton & Menk, Inc. staff;
2. Coordination with General Contractor and on-site construction administration services to ensure Repair Project work complies with the scope of work detailed in Exhibit 1;

SCHEDULE

Upon execution by the City of Thief River Falls, Bolton & Menk, Inc. will complete the services detailed herein generally in November 2024, pursuant to Exhibit 1. An inspection of the existing pipe will be coordinated with the contractor and completed as detailed in Exhibit 1, and the construction observation services shall be completed over a period not to exceed ten business days in November 2024, with an anticipated completion date of on or before November 27, 2024.

FEES

Bolton & Menk, Inc. will provide the described work on an HOURLY NOT TO EXCEED contract up to a total fee of \$35,000. Hours will be billed only for work completed on the project. Our hourly rates applicable to this project are set forth in Exhibit 2, attached hereto, and incorporated herein by reference. If the project takes less time, the city will be billed only for hours worked, unless given approval to proceed with additional work outside our scope of services. If the construction observation phase of the project exceeds the ten business days contemplated herein and in Exhibit 1 due to project extensions granted to the contractor, such additional days will be billed at the hourly rates shown in Exhibit 2.

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. If fewer hours than those estimated are required to complete the tasks, the invoice amounts will be less. Any significant changes to the project scope initiated by the city may require an additional fee. Additional fees will be billed at our Standard Hourly Rates. Fees that are normal and customary expenses associated with operating a professional business will not be charged separately. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; no separate charges will be made for these activities and materials.

If you have any questions regarding our proposal, please contact me at your convenience at 612-803-5223 or Seth.Peterson@bolton-menk.com. We look forward to assisting you with another successful project and appreciate the opportunity to serve the City of Thief River Falls. We are prepared to proceed upon receipt of the below acceptance.

Sincerely,

Bolton & Menk, Inc.



Seth A. Peterson, P.E. (MN, WI)

Senior Principal Engineer

Accepted by:

City OF THIEF RIVER FALLS

By: _____
Angela Philipp, City Administrator

cc: Robert M. Brown, P.E., Community Health and Environment, LLC

TERMS AND CONDITIONS

1. Standard of Care. Services provided to the City of Thief River Falls ("City") by Bolton & Menk, Inc. ("Firm") or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Firm's profession or industry. Firm shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract.

2. Termination. This Contract may be terminated by either party for any reason or for convenience by either party upon Thirty (30) days written notice. In the event of termination, City shall be obligated to Firm for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

3. Default. If Firm fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless Firm's default is excused by City, City may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to City under this Contract or law. In the event of Firm's default, Firm shall be liable to City for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by City in enforcing this Contract.

4. Suspension of Work. If any work performed by Consultant is abandoned or suspended in whole or in part by City, Firm shall be paid for any services performed in accordance with this Contract prior to Firm's receipt of written notice from City of such abandonment or suspension, but in no event shall the total of City's payments to Firm under this Contract be required to exceed a percentage of maximum contract price defined herein) equivalent to the percentage of the scope of services completed by Firm.

5. Insurance. Firm shall maintain insurance coverage consistent with the Certificate of Insurance attached to this Contract as Exhibit 3. City reserves the right to immediately terminate this Contract if Firm is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against Firm.

6. Indemnification. (a) Firm shall indemnify, protect, save, and hold harmless City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of Firm or Firm's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Firm agrees, that in order to protect itself and City under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.

(b) City shall indemnify protect, save, and hold harmless Firm, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Contract. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Firm. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

(c) Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against City or Firm. Firm's services under this Contract are being performed solely for City's benefit, and no other entity shall have any claim against Firm because of this Contract or the performance or nonperformance of services provided hereunder.

7. Limitation of Liability. Firm has agreed to assist City in implementing a negotiated settlement of disputes arising out of the Original Project. Neither Firm nor Robert M. Brown, P.E. of Community Health and Environment, LLC served as the engineer of record for the Original Project or had any design responsibilities for the Original Project. Robert M. Brown's involvement in the Repair Project to date has been limited to providing general advice and expert support to City and its legal counsel; Neither Firm nor Robert M. Brown are responsible for the engineering design of the Repair Project and shall have no liability to City for damages arising out of the engineering design of the Repair Project.

8. General Provisions. (a) Notices. All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. The parties' representatives for notification for all purposes are:

City:

Angela Philipp
City Administrator
405 3rd Street East
Thief River Falls, MN 56701
Phone: 218-681-2943
Email: aphilipp@trfmmn.gov

Firm:

[Name]
[Title]
[Address]

Phone:
Email:

(b) Dispute Resolution. City and Firm agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

(c) Independent Contractor Status. Firm, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this

Contract shall be construed so as to find Firm to be an employee of City, and Firm shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Firm acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Firm, and that it is Firm's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Firm shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Firm is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

(d) Subcontracting. Firm shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, Firm must pay all subcontractors, less any retainage, within Ten (10) calendar days of Firm's receipt of payment from City for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

(e) Assignment. This Contract may not be assigned by either party without the written consent of the other party.

(f) Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Firm agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Firm and involve transactions relating to this Contract. Firm agrees to maintain these records for a period of six years from the date of termination of this Contract.

(g) Data Practices. The parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* Firm

agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Firm understands that all of the data created, collected, received, stored, used, maintained or disseminated by Firm in performing those functions that the City would perform is subject to the requirements of the Act, and Firm must comply with those requirements as if it were a government entity. This does not create a duty on the part of Firm to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.

(h) **Force Majeure.** The parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

(i) **Mechanic's Liens.** Firm hereby covenants and agrees that Firm will not permit or allow any mechanic's or materialman's liens to be placed on City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on City's interest, Firm shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Firm may contest any such lien provided Firm first posts a surety bond, in favor of and insuring City, in an amount equal to 125% of the amount of any such lien.

(j) **Governing Law.** This Contract shall be deemed to have been made and accepted in Pennington County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

(k) **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

(l) **Entire Contract.** These terms and conditions constitute the entire Contract between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

(m) **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

EXHIBIT 1
Change Order No. 2024-001

Change Order
No. 2024 - 001

Date of Issuance: July 22, 2024

Effective Date: July 22, 2024

Project: Lift Station 9 Improvements and Force Main Replacement – Phase 1 Project	Owner: City of Thief River Falls	Owner's Contract No.: 4102019.00
Contract: Contract No. 1 – General Construction		Date of Contract: July 1, 2019
Contractor: Spruce Valley Corporation		Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Contractor shall complete warranty work to reinstall 20" HDPE pipe from Manhole 2 control structure into Primary Pond 1 pursuant to Scope of Warranty Work document attached hereto.

Attachments: (List documents supporting change): 1. Scope of Warranty Repair Work by Spruce Valley for Thief River Falls
2. Settlement Agreement and Release

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,049,777.80

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

The confidential dollar figure agreed-upon by these parties in the mediated settlement agreement

\$ _____

Contract Price incorporating this Change Order:

The confidential dollar figure agreed-upon by these parties in the mediated settlement agreement

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): The date indicated in the mediated settlement agreement

Contract Times with all approved Change Orders: November 27, 2024, subject to extension depending on delivery of weights and weather per attached Scope Document

Ready for final payment (days or date): The date indicated in the mediated settlement agreement

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 7-24-2024

Change Order
No. _____

Date of Issuance: July 22, 2024		Effective Date: July 22, 2024
Project: Lift Station 9 Improvements and Force Main Replacement – Phase 1 Project	Owner: City of Thief River Falls	Owner's Contract No.: 4102019.00
Contract: Contract No. 1 – General Construction		Date of Contract: July 1, 2019
Contractor: Spruce Valley Corporation		Engineer's Project No.: N/A

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CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 2,049,777.80	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: The confidential dollar figure agreed-upon by these parties in the mediated settlement agreement \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date): The date indicated in the mediated settlement agreement
Contract Price incorporating this Change Order: The confidential dollar figure agreed-upon by these parties in the mediated settlement agreement \$ _____	Contract Times with all approved Change Orders: November 27, 2024, subject to extension depending Substantial completion (days or date): on delivery of weights and weather per attached Scope Document Ready for final payment (days or date): The date indicated in the mediated settlement agreement

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By:  Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Scope of Warranty Repair Work by Spruce Valley for Thief River Falls

- A. Spruce Valley Corporation (“GC” or “Spruce Valley”) will act as the general contractor** on a project (“the Project”) for the City of Thief River Falls (the “City”). The GC is performing the Project work pursuant to that certain Settlement Agreement dated July __, 2024 (the “SA”) on City Project Lift Station 9 Improvements and Force Main Replacement – Phase 1 (the “Base Contract”). The repair project will be a change order to the Base Contract and all terms and conditions of the Base Contract will remain in full force and effect except to the extent changed herein or in the SA.
- B. The City is the owner of the repair project.**
- C. The City has retained Robert M. Brown, P.E. as the engineer of record (“EOR”) for the Project.** The EOR will provide normal engineering services regarding the Project, including shop drawing review and construction observation services during the performance of the Project work by the GC and its subcontractors and suppliers. The specific terms of Robert Brown’s engagement with the city will be set forth in a separate agreement between the City and Mr. Brown, to be approved and executed following the parties’ execution of the settlement agreement.
- D. The GC agrees that it will obtain certain materials for the Project from OldCastle.** These materials will include the weights described below.
- E. The surety on the Project is United Fire and Casualty Company (the “Surety”).** The Surety will bond the Project in the same manner as it would bond any other “add” change order on a municipal project.

Project Design

A repair design was generally agreed-upon by the City and Spruce Valley. Since then, that design was reviewed and revised by the EOR in consultation with the GC and the City and GC have reached agreement on the repair design / scope of warranty work set forth in this document. The final design is summarized below:

- A. The pipe.** The existing pipe (which is now floating at the project site) will be re-used, subject to the following:
- The pipe will be warranted by Spruce Valley per the terms of the SA.
 - The holes that were previously placed in the pipe to “sink” the pipe will be ignored. Any “sticks” of pipe observed during the repairs that are defective, as determined by the EOR in consultation with Spruce Valley based on observed damage in the pipe indicated by substantial deflections or misshapenness, will be replaced by Spruce Valley at Spruce Valley’s expense.
 - Per the terms of the SA, Spruce Valley will assign to the City any remaining warranty from the pipe manufacturer.

B. The weights. The final weights will be a combination of two new weights bolted together. The new combined units are hereafter referred to as “mated weights”. The EOR-approved shop drawings of that system are appended hereto. The mated weights will have the following rough specs:

- Approximately 136 mated units
 - Each half weight will weigh circa 2000 lbs. The mated weight will be circa 4000 lbs.
 - Both halves of the mated weights will be 2’x2’x4’; the mated weights will be 2’x4’x4’.
 - The top and bottom weights will be bolted together with each half weight having the anchor bolts and angle precast. The angles used will be stainless steel.
- **Design.** The design for the weights, anchor bolts and angle through which the weight halves will be bolted together will be as shown on the EOR-approved shop drawings appended hereto.
- **Recovery of old weights.** Prior to placing the mated weights and reinstalling the pipe, Spruce Valley shall recover from the pond those old weights from the initial installation that are in the pathway of the pipe and a hinderance while completing the repair project. Spruce Valley shall not be required to search for and retrieve old weights that are not in the immediate repair project location.

C. Weight locations. The weights shall be placed at such locations and intervals as required in the LS 9 Improvements and FM Replacement – Phase 1 Project Manual prepared for the City of Thief River Falls by Advanced Engineering and Environmental Services, Inc. dated May 5, 2019. The first mated weight would be placed at 10 feet or less from the toe of the dike at approximately station 0+60. The mated weights would then be placed at 10’ intervals until the last weight would be at less than 10’ from the end of the pipe. The weights and pipe would follow the existing contour of the planned location of the pipe in the original design, except that Spruce Valley shall reinstall the pipe from the Manhole 2 control structure to STA 1+00 as described in Paragraph D.

D. Reinstallation of pipe from Manhole 2 control structure to STA 1+00. Spruce Valley shall reinstall the pipe from the Manhole 2 control structure to STA 1+00 to achieve a steady grade to a specified elevation for the centerline of the pipe at STA 1+00 of 1126.5’, which elevation at STA 1+00 shall be achieved by installing a mated weight unit directly on top of the clay liner at an elevation of 1124.5’ at this location. The grade of the reinstalled pipe from the Manhole 2 control structure to the specified elevation at STA 1+00 shall be steady; the grade will not be perfectly even but would be slightly greater than a 1% grade increase from the Manhole 2 control structure to STA 1+00. The City will be responsible for conducting any testing to verify that required densities in the dike have been achieved at the City’s expense. Spruce Valley will salvage and reinstall the existing riprap with new fabric. No new riprap is included in the scope of warranty work. Spruce Valley shall not be required in any instance to dig into or disturb the clay liner, the top of which is defined to be at an elevation of 1124.5’.

Spruce Valley shall have no responsibility for excavating or disturbing material below this elevation, and no liability for excavations/disturbances made above this elevation. In the event that Spruce Valley believes it has encountered any portion of the clay liner above an elevation of 1124.5', it shall stop work and notify the EOR and await directions from the EOR.

General Prosecution of the Repair Work.

1. The City will provide Spruce Valley 10 days' notice before completing the pond draw down as described in Paragraph 2 below. Spruce Valley will thereafter bring its equipment described in this section on site and coordinate with the EOR to facilitate the EOR's evaluation of the condition of the 20" HDPE pipe pursuant to Section A above before Spruce Valley starts any work on the Project. Spruce Valley will attend the on-site inspection of the 20" HDPE pipe with the EOR. Any determination by the EOR that any pipe segment(s) are damaged shall be promptly communicated in writing to Spruce Valley setting forth the basis for such determination. Spruce Valley shall be responsible arranging delivery of any replacement pipe needed and fusing it with the existing pipe as part of the Project within the timelines specified in Paragraph 9 below.
2. The City will draw down the pond to 1128' or less to permit the repair work during the period when the work is proposed to be done, barring weather conditions that make such draw down impossible, in which case the City will promptly so notify Spruce Valley.
3. Spruce Valley will use a cofferdam at approximately STA 1+00 to keep water out of its work area and excavate in the dike as necessary to reinstall the pipe at a steady grade from the Manhole 2 control structure to the specified pipe elevation at STA 1+00 as described above. Spruce Valley shall verify the grade specified herein with elevations taken with a laser at STA 1+00. Spruce Valley may modify the methods for achieving this specification if it can reasonably demonstrate to the EOR that it can achieve the elevation and grade specified herein through other means, methods or techniques.
4. Spruce Valley will retrieve the old weights that are in the pathway where they are a hinderance of the pipe in the course of completing the repair project.
5. The existing floating pipe will be relocated to run across the top of 2 barges connected together. There will be a small excavator on a barge that will handle the weight segments while a crew connects the weights to the pipe.
6. There will be a large excavator tracking on the pond bottom aligning and lifting the pipe onto the barges. There will be another large excavator tracking on the pond bottom unloading weights from a work boat and positioning them on the barges.
7. The weighted pipe will be submerged off the end of the barges.
8. The work boat will transport the weights from shore to the barges.
9. Spruce Valley will work diligently to complete the work in ten business days or less, subject to reasonable extension, in November 2024, or later (including 2025) if delivery of the weights or weather so dictates through no fault of Spruce Valley.
10. Spruce Valley shall be allowed to make pay requests on a percentage of completion method pursuant to the confidential consideration Spruce Valley agreed to pay/accept in its Exhibit to the Settlement Agreement.

End of Scope Document

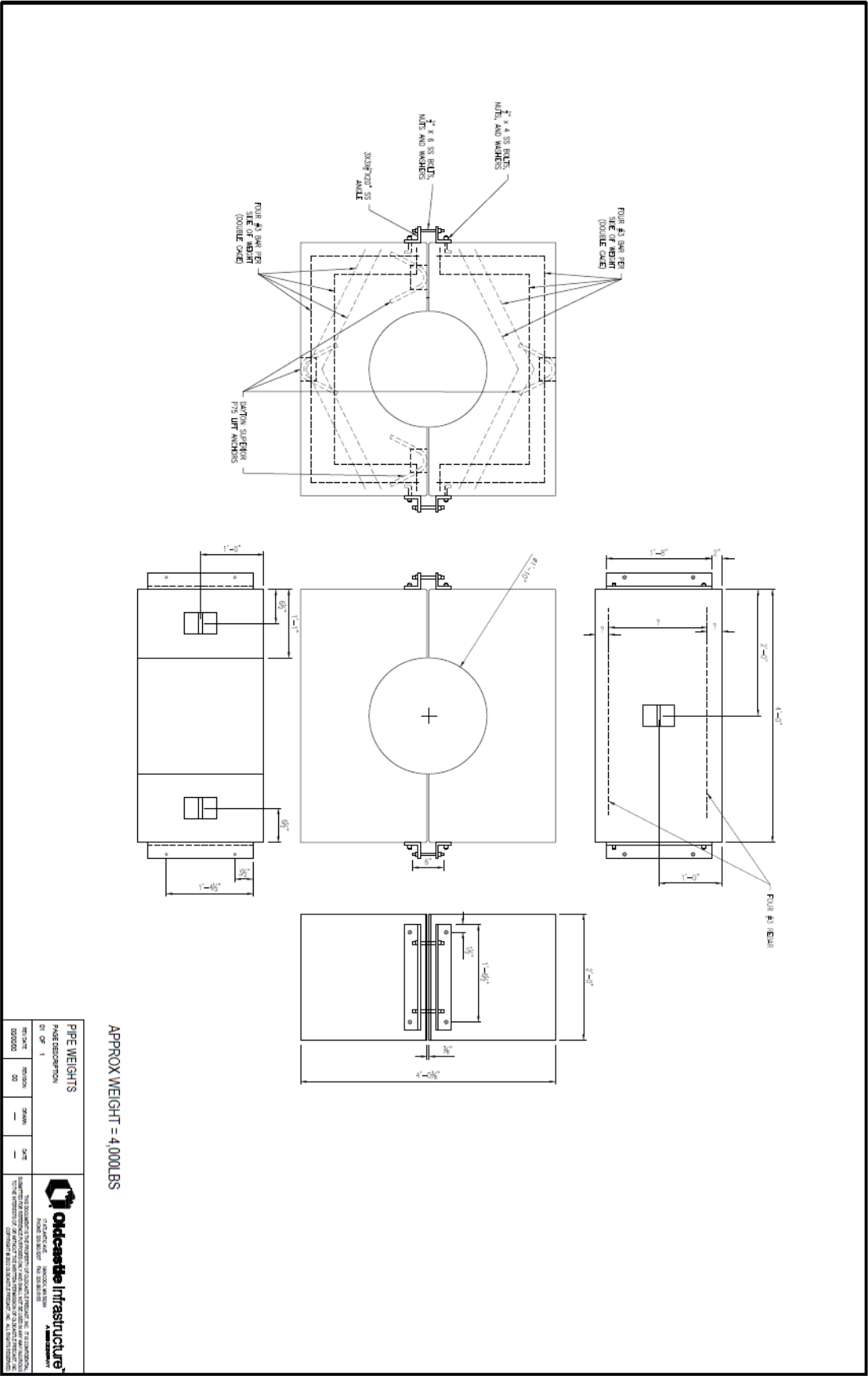


EXHIBIT 2
Schedule of Hourly Rates

2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

EXHIBIT 3
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	CONTACT NAME: Bridget Whipps PHONE (A/C, No, Ext): (507) 344-4505 FAX (A/C, No): (866) 800-6599 E-MAIL ADDRESS: bridget.whipps@bbrown.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: EMCASCO Insurance Company	
INSURER B: Employers Mutual Casualty Company	
INSURER C: Continental Casualty Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024-25 Bolton **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 0		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6H50852	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit \$5,000,000
	E&O Deductible @ \$25,000						Aggregate Limit \$10,000,000
							Retro Active Date 12/31/1997

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of Thief River Falls

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Request for Council Action

DATE: 9/3/2024

SUBJECT: Approval to rescind resolution no. 8.189.24 Approve Opening Investigator Position

RECOMMENDATION: It is respectfully requested the Council consider the following:

MOTION TO: Rescind resolution no. 8.189.24 dated 8/20/224 to approve opening Investigator Position.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None

The City Council concluded that Thomas Harbott was not qualified and unable to perform all essential functions of Cemetery Technician.

The City Council approved a motion that Thomas Harbott be removed from employment with the City of Thief River Falls, effective August 31, 2024, which will be his last date of employment with the City, for non-disciplinary reasons as specified in City Administrator Angela Philipp's letter to Thomas Harbott of July 31, 2024.