

# **THIEF RIVER FALLS CITY COUNCIL AGENDA**

**Tuesday, July 20, 2021**

**COUNCIL CHAMBERS  
CITY HALL – 405 3<sup>RD</sup> STREET EAST  
5:30 PM**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALEGIANCE**
- 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**
  - 5.1. TRF Zehlian's Art & Wine Walk - Cheryl Lee
- 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 July 6, 2021 Council Proceedings
  - 7.2. City of Thief River Falls Bills and Disbursements and Council Per Diems
  - 7.3. Approval of Temporary On Sale Intoxicating Liquor License to VFW Post 2793 - 7/30/21
  - 7.4. Approval of Temporary On Sale Intoxicating Liquor License to VFW Post 2793 - 8/12/21
  - 7.5. Approval of Temporary On Sale Intoxicating Liquor License to VFW Post 2793 - 8/20/21

- 7.6. Approval of Temporary On Sale Intoxicating Liquor License & Street Dance - Ecklund-Holstrom American Legion Post 117 - 7/16 & 7/17/21
- 7.7. Approval of On Sale Intoxicating Liquor License - Rivers and Rails Brewing Company LLC
- 7.8. Approve the purchase of a video/audio redaction app by the police department
- 7.9. Approval of Satisfaction of Mortgage Deed Drew and Danae Torkelson
- 7.10. Approve for the City of Thief River Falls Archive Social New Economy Software for up to 12 social media accounts for one year.

## **8. NEW BUSINESS**

- 8.1. Summary of Performance Appraisal of Police Chief Marissa Adam
- 8.2. Approve a \$7.00/month flat rate credit, no sub meter or meter charge, controlled with ripple for EV Home Charging Stations.
- 8.3. Oxbow Restoration and Storm Water Treatment Project
- 8.4. RFP for Strategic Plan
- 8.5. Independent Service contract with Mark Borseth
- 8.6. MIF Loan Agreement - Northern Pride
- 8.7. Sanford Redevelopment TIF
- 8.8. Resolution of Agreement with City of Thief River Falls Cooperative Construction and the State of Minnesota Department of Transportation
- 8.9. Resolution Establishing Ban on Non-Essential Water Use

## **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. City Council Meeting - August 3rd at 4:30 p.m. at Pioneer Village
- 10.2. Night to Unite - August 3rd at 5:00 p.m.
- 10.3. Utilities Committee - August 9th at 7:00 a.m.
- 10.4. Public Safety/Liquor Committee - August 9th at 4:30 p.m.
- 10.5. Administrative Services Committee - August 10th at 3:00 p.m.
- 10.6. Public Works Committee - August 11th at 4:30 p.m.
- 10.7. City Council Meeting - August 17th at 5:30 p.m.

## **11. INFORMATIONAL ITEMS**

- 11.1. Investment Schedule Dated 06/30/2021

## **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 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

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## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:**

**RECOMMENDATION:**

**MOTION TO:**

**BACKGROUND:**

**KEY ISSUES:**

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:**

**ATTACHMENTS:**

|    |                                 |
|----|---------------------------------|
| 1. | 07 06 2021 City Council Minutes |
|----|---------------------------------|



# **COUNCIL PROCEEDINGS**

**Tuesday, July 6, 2021**

## **CALL TO ORDER**

This meeting is officially called to order at 5:30 p.m. on July 6, 2021. This meeting is being presided over by Mayor Brian Holmer.

## **PLEDGE OF ALEGIANCE**

## **ROLL CALL**

The following Councilmembers were present: Holmer, Lorenson, McCraw, Bolduc, Aarestad, Prudhomme, Howe and Narverud. Mayor Holmer chaired the meeting.

## **PUBLIC FORUM**

Regina Goodhall and Babes Johnson – brought forward their comments regarding the Oxbow project. After contacting the Red Lake Watershed, they feel it is a great project. They felt they should have been notified by the city.

## **PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**

1. 2020 AUDIT – HOFFMAN, PHILIPP & MARTELL PLLC - CRYSTAL

## **APPROVE AGENDA**

Councilmember Lorenson motioned, being seconded by Councilmember Bolduc, to approve the agenda.

On vote being taken, the agenda with additions was unanimously passed.

## **CONSENT AGENDA**

### **APPROVAL OF JUNE 15, 2021 COUNCIL PROCEEDINGS**

Presented as part of the Consent Agenda, Councilmember Howe introduced Resolution No. 7-154-21, being seconded by Councilmember McCraw, that:

BE IT RESOLVED, by the City Council, to approve June 15, 2021 Council Proceedings as presented.

On vote being taken, the resolution was unanimously passed.

### **CITY OF THIEF RIVER FALLS BILLS AND DISBURSEMENTS AND COUNCIL PER DIEMS**

Presented as part of the Consent Agenda, Councilmember Howe introduced Resolution No. 7-155-21, being seconded by Councilmember McCraw, that:

BE IT RESOLVED, by the City Council, to authorize payment of bills and disbursements in the total amount of \$2,233,065.26 and no council per diems. A printout of the approved payments, disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

#### APPROVAL OF BEER IN THE PARK PERMIT

Presented as part of the Consent Agenda, Councilmember Howe introduced Resolution No. 7-156-21, being seconded by Councilmember McCraw, that:

RESOLVED, by the City Council, to grant the following a Beer in the Park Permit to allow for the consumption of 3.2% malt liquor in the park:

- Seaverson Family Reunion at Oakland Park from 11:00 a.m. until 4:00 p.m. on July 31, 2021.

On vote being taken, the resolution was unanimously passed.

#### APPROVAL OF ON-SALE INTOXICATING LIQUOR LICENSE TO SOUTH TOWN LANES, INC.

Presented as part of the Consent Agenda, Councilmember Howe introduced Resolution No. 7-157-21, being seconded by Councilmember McCraw, that:

RESOLVED, by the City Council, to accept the Public Safety/Liquor Committee recommendation to grant the a Temporary Intoxicating Liquor License to South Town Lanes, Inc, effective September 1, 2021.

On vote being taken, the resolution was unanimously passed.

#### TRF OXBOW MEMORANDUM OF UNDERSTANDING

The City Council reviewed a Request for Council Action, Councilmember Howe introduced Resolution No. 7-158-21, being seconded by Councilmember McCraw, that:

WHEREAS, a Memorandum of Agreement is needed between the City of Thief River Falls and the Red Lake Watershed District to define roles and responsibilities related to the Thief River Falls Oxbow Restoration Project.

THEREFORE, BE IT RESOLVED, by the City Council, to approve the Memorandum of Agreement with the Red Lake Watershed District in regard to the Thief River Falls Oxbow Restoration Project and authorize the Mayor and City Administrator to sign the same.

On vote being taken, the resolution was unanimously passed.

#### NEW BUSINESS

##### UTILITY EASEMENT FOR THE WILLIAM NESS REAL PROPERTY

Following discussion, Councilmember Aarestad introduced Resolution No. 7-159-21, being

seconded by Councilmember Bolduc, that:

Date: July 6, 2021.

For and in consideration of the sum of \$1.00 and other valuable consideration to them in hand paid, receipt of which is hereby acknowledged, William Ness and Henrietta Ness, husband and wife, 1201 Mayer Road, Hudson WI 54016, ("Grantors"), do hereby grant and convey to the City of Thief River Falls, a municipal corporation under the laws of the State of Minnesota ("Grantee"), an easement, under, over and across the following described real property located in the County of Pennington and State of Minnesota, to-wit:

That part of Government Lot 7, Section 2, Township 153 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 1, Block 2, NESS FIRST ADDITION to the City of Thief River Falls, Minnesota, according to the official plat of record in the office of the County Recorder, in and for the County of Pennington, and the State of Minnesota; thence North 85 degrees 44 minutes 59 seconds West, along the southerly right of way line of Greenwood Street as is presently constructed and existing, a distance of 187.00 feet to the point of beginning; thence South 4 degrees 15 minutes 01 second West 50.00 feet; thence North 85 degrees 44 minutes 59 seconds West 100.00 feet; thence North 4 degrees 15 minutes 01 second East 25.00 feet; thence North 85 degrees 44 minutes 59 seconds West 102.00 feet; thence North 4 degrees 15 minutes 01 second East 25.00 feet, more or less, to said southerly right of way line; thence South 85 degrees 44 minutes 59 seconds East 202.00 feet, more or less, to the point of beginning; containing 0.17 acres, more or less.  
(hereafter the "Real Property").

1. TERM. This easement shall be perpetual.
2. USE OF EASEMENT BY GRANTEE. Grantee shall have the right to construct, maintain, operate, alter, repair, and remove sanitary sewer, water lines, storm sewer, electrical lines, catv cables, fiber optic lines, appurtenances and equipment necessary thereto ("utility") over and under the above described Real Property.
3. RESTORATION. Grantee agrees that after each time it enters upon the above described Real Property to construct, maintain, operate, alter, repair, and remove the utility that it will restore the ground surface, including any highway ditches, as nearly as practicable, to the state and condition that existed prior to entering, except for pedestal locations. Grantor may seek specific performance to remedy Grantee's non-compliance with the provisions of this Easement.
4. GRANTOR'S USE. Grantor reserves the right to full use and enjoyment of the above described Real Property subject to the easement granted and conveyed herein; provided, that the Grantor shall not construct nor permit to be constructed, any structure or other obstruction on the above described Real Property without the written consent of Grantee, which consent shall not be unreasonably withheld or delayed. However, Grantee shall have the right to cut and remove all trees, undergrowth, and other obstructions which interfere with construction, maintenance, operation, alteration, repair, and removal of the Grantee's utility.

5. GOVERNING LAW. This Conveyance shall be governed and construed in accordance with the laws of the State of Minnesota.

6. ENTIRE AGREEMENT INVALIDITY. This Conveyance sets forth the entire arrangement between the parties and there are no representations or warranties except as expressly set forth herein. No amendment or modification of this Conveyance shall be valid unless in writing and signed by the parties hereto. Should any clause or provision of this Conveyance become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provision of this Conveyance.

7. TITLES AND HEADINGS. The titles and headings used herein are for convenience only and do not constitute any part of this Conveyance.

8. BINDING. This easement shall bind the parties hereto, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed the day and year first above written.

William Ness

Henrietta Ness

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF PENNINGTON    )

The foregoing instrument was acknowledged before me this 6th day of July, 2021, by William Ness and Henrietta, husband and wife, Grantors.

\_\_\_\_\_  
Notary public

On vote being taken, the resolution was unanimously passed.

APPROVAL OF AMENDMENTS TO GIS/MAPPING TECHNICIAN (FORMER  
ENGINEERING TECHNICIAN) JOB DESCRIPTION AND OPENING THE POSITION FOR  
FILLING

Following discussion, Councilmember Bolduc introduced Resolution No. 7-160-21, being seconded by Councilmember Narverud, that:

WHEREAS, the position was vacated by the resignation of Nathan Koland and is an essential part of the Public Works Department.

RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve minimal changes to the former Engineering Technician job description, now titled GIS/Mapping Technician authorize to begin the process to fill a vacant position. Position shall be offered to Teamster #320 employees as per union contract and if not filled, shall be opened to the public.

On vote being taken, the resolution was unanimously passed.

### **COUNCIL BOARDS AND COMMISSIONS REPORTS**

Prudhomme commented on the 125th Anniversary of the City of Thief River Falls at Pioneer Village.

### **UPCOMING MEETINGS**

1. UTILITIES COMMITTEE - JULY 12TH AT 7:00 A.M.
2. PUBLIC SAFETY/LIQUOR COMMITTEE - JULY 12TH AT 4:30 P.M.
3. ADMINISTRATIVE SERVICES COMMITTEE - JULY 13TH AT 3:00 P.M.
4. PUBLIC WORKS COMMITTEE - JULY 14TH AT 7:00 A.M.
5. CITY COUNCIL MEETING - JULY 20TH AT 5:30 P.M.

### **INFORMATIONAL ITEMS**

### **CLOSE MEETING TO CONDUCT PERFORMANCE APPRAISAL**

#### **PERFORMANCE APPRAISAL OF CHIEF OF POLICE MARISSA ADAM**

Councilmember Bolduc moved, being seconded by Councilmember Aarestad, to close the Council Meeting as per Minnesota Statute 13D.05 to conduct a performance evaluation of Chief of Police Marissa Adam at 6:05 p.m.

Motion unanimously carried.

### **RECOVENE MEETING**

Councilmember Aarestad moved, being seconded by Councilmember McCraw, to reconvene the meeting at 6:19 p.m.

### **OTHER**

Councilmember Lorenson requested an update on the Archive Social for Social Media Accounts. Material is currently being reviewed at committees.

### **ADJOURNMENT**

There being no further discussion, Councilmember Prudhomme moved, being seconded by Councilmember Lorenson to adjourn at 6:20 p.m. On vote being taken, the Chair declared the motion unanimously carried.

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Brian D. Holmer, Mayor

Attest: \_\_\_\_\_  
Angela Philipp, City Administrator



# City of Thief River Falls

405 Third Street East • PO Box 528  
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**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:**

**ATTACHMENTS:**

|     |                                                   |
|-----|---------------------------------------------------|
| 1.  | 2021 07 20 Council Per Diem                       |
| 2.  | Expense Account Codes                             |
| 3.  | 07 20 21 Summary of Disbursements                 |
| 4.  | Packet 94 072021 Council Meeting                  |
| 5.  | Packet 84-124 070121 #13 Payroll                  |
| 6.  | Packet 86 070621 Direct Payables 2nd Qtr Vol Fire |
| 7.  | Packet 89 070721 Direct Payables                  |
| 8.  | Packet 90 070921 Direct Payables                  |
| 9.  | Packet 93 071421 Direct Payables                  |
| 10. | Refund Check Register                             |

**COUNCIL PER DIEM                      TO BE PAID ON 08/26/21 PAYROLL**  
**Presented 07/20/2021 Council Meeting**

**Mike Lorenson - June 2021**

|          |                                |        |           |         |
|----------|--------------------------------|--------|-----------|---------|
| 06/07/21 | Utilities Committee            | 7am    | City Hall | \$32.50 |
| 06/07/21 | Public Safety/Liquor Committee | 4:30pm | City Hall | \$32.50 |
| 06/24/21 | Budget Meeting                 | 7am    | City Hall | \$32.50 |

\$97.50

**Curt Howe - June 2021**

|          |                          |            |                  |         |
|----------|--------------------------|------------|------------------|---------|
| 06/08/21 | CVB Meeting              | 12-1:30pm  | Cmon Inn         | \$32.50 |
| 06/08/21 | Admin Services Committee | 3pm-4:30pm | Council Chambers | \$32.50 |
| 06/09/21 | MEC Meeting              | 7:30am     | Council Chambers | \$32.50 |
| 06/09/21 | Public Works Committee   | 4:30pm     | Council Chambers | \$32.50 |

\$130.00

**Steve Narverud- June 2021**

|          |                         |          |                  |         |
|----------|-------------------------|----------|------------------|---------|
| 06/07/21 | Public Safety Committee | 1 hour   | Council Chambers | \$32.50 |
| 06/08/21 | Public Works Committee  | 1.5hours | Council Chambers | \$32.50 |
| 06/16/21 | Advance Thief River     | 1 hour   | River Walk       | \$32.50 |

\$97.50



**CITY OF THIEF RIVER FALLS**  
**EXPENSE ACCOUNT CODES**

| <b>FUND</b> | <b>DEPARTMENT</b>                                | <b>DESCRIPTION</b>              |
|-------------|--------------------------------------------------|---------------------------------|
| <b>100</b>  | <b>GENERAL FUND</b>                              |                                 |
|             | 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                 |
|             | 4511                                             | Multi-Events Center (VenuWorks) |
|             | 4512                                             | Recreation                      |
|             | 4513                                             | Tourist Park (VenuWorks)        |
|             | 4530                                             | Arenas (VenuWorks)              |
|             | 4550                                             | Branch Library                  |
|             | 4560                                             | Carnegie Library Building       |
|             | 4570                                             | 201 Atlantic Ave Garage         |
|             | 4650                                             | Public Works                    |
|             | 4670                                             | General Administration          |
| <b>210</b>  | <b>COMMUNITY DEVELOPMENT REVOLVING LOAN FUND</b> |                                 |
| <b>230</b>  | <b>TRF K-9 UNIT FUND</b>                         |                                 |
| <b>260</b>  | <b>MECC</b>                                      |                                 |
| <b>270</b>  | <b>TRAIN CANOPY</b>                              |                                 |
| <b>610</b>  | <b>LIQUOR</b>                                    |                                 |
| <b>620</b>  | <b>WATER UTILITY</b>                             |                                 |
| <b>670</b>  | <b>STORM WATER UTILITY</b>                       |                                 |
| <b>680</b>  | <b>WASTEWATER UTILITY</b>                        |                                 |
| <b>690</b>  | <b>ELECTRIC UTILITY</b>                          |                                 |
| <b>810</b>  | <b>POLICE RELIEF ASSOCIATION</b>                 |                                 |
| <b>820</b>  | <b>GREENWOOD CEMETERY FUND</b>                   |                                 |
|             |                                                  |                                 |
|             |                                                  |                                 |
|             |                                                  |                                 |
|             |                                                  |                                 |
|             |                                                  |                                 |

5/28/2021



Equal Opportunity Employer

# City of Thief River Falls

#7.02

## JULY 20th, 2021 CITY COUNCIL MEETING

### SUMMARY OF DISBURSEMENTS

|                                     |                                                                   |                     |
|-------------------------------------|-------------------------------------------------------------------|---------------------|
| 7/1/2021                            | AP PACKET #84 - #13 PAYROLL BILLS                                 | \$191,132.79        |
| 7/6/2021                            | AP PACKET #86 - DIRECT PAYABLES (2ND QTR VOLUNTEER FIREFIGHTERS)  | \$2,899.99          |
| 6/30/2021                           | AP PACKET #87 - DIRECT PAYABLES (UTILITY BILLS POSTAGE/SALES TAX) | \$86,939.09         |
| 7/6/2021                            | UB PACKET #43 - CUSTOMER REFUND CHECKS                            | \$3,632.43          |
| 7/7/2021                            | AP PACKET #89 - DIRECT PAYABLES                                   | \$19,805.10         |
| 7/9/2021                            | AP PACKET #90 - DIRECT PAYABLES                                   | \$13,920.93         |
| 7/14/2021                           | AP PACKET #93 - DIRECT PAYABLES                                   | \$131,095.80        |
| 7/20/2021                           | AP PACKET #94 - COUNCIL MEETING BILLS                             | \$182,259.58        |
|                                     |                                                                   |                     |
|                                     |                                                                   |                     |
|                                     |                                                                   |                     |
|                                     |                                                                   |                     |
|                                     |                                                                   |                     |
| <b>GRAND TOTAL OF DISBURSEMENTS</b> |                                                                   | <b>\$631,685.71</b> |



City of Thief River Falls, MN

# Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                                                                                           | Payable Number                                       | Post Date                | Account Number                   | Account Name                                        | Description (Item)                                     | (None)                                       | Amount                                    |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------|----------------------------------|-----------------------------------------------------|--------------------------------------------------------|----------------------------------------------|-------------------------------------------|
| <b>Vendor: AQUA PURE INC</b><br>AQUA PURE INC                                                         | TRFMN2110                                            | 07/21/2021               | 620-4840-62160                   | Chemicals                                           | CHEMICALS                                              | Vendor AQUA PURE INC Total:                  | 14,213.92<br><b>14,213.92</b>             |
| <b>Vendor: ARTISAN BEER COMPANY</b><br>ARTISAN BEER COMPANY                                           | 3483471                                              | 07/21/2021               | 610-4810-62520                   | Beer for Resale                                     | BEER PURCHASE                                          | Vendor ARTISAN BEER COMPANY Total:           | 1,659.50<br><b>1,659.50</b>               |
| <b>Vendor: BELLBOY CORP - BAR SUPPLY</b><br>BELLBOY CORP - BAR SUPPL<br>BELLBOY CORP - BAR SUPPL      | 103498900<br>103498900                               | 07/21/2021<br>07/21/2021 | 610-4810-62540<br>610-4810-62590 | Soft Drinks/Mix for Resale<br>Misc. Mdse for Resale | MIX PURCHASE<br>COOLERS PURCHASE                       | Vendor BELLBOY CORP - BAR SUPPLY Total:      | 119.40<br>53.00<br><b>172.40</b>          |
| <b>Vendor: BELLBOY CORP - LIQUOR</b><br>BELLBOY CORP - LIQUOR                                         | 90048600                                             | 07/21/2021               | 610-4810-62510                   | Liquor for Resale                                   | LIQUOR PURCHASE                                        | Vendor BELLBOY CORP - LIQUOR Total:          | 2,167.00<br><b>2,167.00</b>               |
| <b>Vendor: BLAIR GUSTAFSON</b><br>BLAIR GUSTAFSON                                                     | REIMBURSEMENT                                        | 07/21/2021               | 100-4312-62880                   | Personal Protective Equipm                          | REIMBURSE SAFETY TOED F                                | Vendor BLAIR GUSTAFSON Total:                | 100.00<br><b>100.00</b>                   |
| <b>Vendor: BRADY MARTZ &amp; ASSOC PC INC</b><br>BRADY MARTZ & ASSOC PC                               | 37145-745900                                         | 07/21/2021               | 100-4670-62990                   | Misc. Operating Expense                             | FLEX FEE - JUNE 2021                                   | Vendor BRADY MARTZ & ASSOC PC INC Total:     | 180.00<br><b>180.00</b>                   |
| <b>Vendor: CATCHALL UNDERGROUND SAFETY LL</b><br>CATCHALL UNDERGROUND<br>CATCHALL UNDERGROUND         | 44<br>45                                             | 07/21/2021<br>07/21/2021 | 690-4890-62630<br>690-4890-63030 | Garden Valley Fiber Project<br>Contracts Expense    | LOCATE SERVICES 06/01 - 0<br>LOCATE SERVICES 06/22 - 0 | Vendor CATCHALL UNDERGROUND SAFETY LL Total: | 29,516.66<br>2,000.00<br><b>31,516.66</b> |
| <b>Vendor: CHS AG SERVICES</b><br>CHS AG SERVICES                                                     | 3428                                                 | 07/21/2021               | 100-4510-62240                   | Department Maint & Repair                           | HERBICIDE                                              | Vendor CHS AG SERVICES Total:                | 1,050.91<br><b>1,050.91</b>               |
| <b>Vendor: CITY OF T R F - PETTY CASH</b><br>CITY OF T R F - PETTY CASH<br>CITY OF T R F - PETTY CASH | REIMBURSE P C - 07 21 21<br>REIMBURSE P C - 07 21 21 | 07/21/2021<br>07/21/2021 | 100-4210-62010<br>100-4210-62990 | Office Supplies<br>Misc. Operating Expense          | POSTAGE<br>GROCERY ITEMS                               | Vendor CITY OF T R F - PETTY CASH Total:     | 47.35<br>12.73<br><b>60.08</b>            |
| <b>Vendor: CO2 SYSTEMS INC</b><br>CO2 SYSTEMS INC                                                     | 4655                                                 | 07/21/2021               | 620-4850-62220                   | Plant Equip Maint & Repair                          | CO2 SYSTEM/TANK INSPECT                                | Vendor CO2 SYSTEMS INC Total:                | 3,250.00<br><b>3,250.00</b>               |



Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                              | Payable Number     | Post Date  | Account Number | Account Name              | Description (Item)        | (None)                                         | Amount          |
|------------------------------------------|--------------------|------------|----------------|---------------------------|---------------------------|------------------------------------------------|-----------------|
| <b>Vendor: CORE &amp; MAIN LP</b>        |                    |            |                |                           |                           |                                                |                 |
| CORE & MAIN LP                           | 120532             | 07/21/2021 | 620-4840-62430 | Water Meters              | METERS                    |                                                | 446.89          |
| CORE & MAIN LP                           | 120591             | 07/21/2021 | 620-4840-62430 | Water Meters              | METERS                    |                                                | 3,075.37        |
|                                          |                    |            |                |                           |                           | <b>Vendor CORE &amp; MAIN LP Total:</b>        | <b>3,522.26</b> |
| <b>Vendor: DANA KLOS</b>                 |                    |            |                |                           |                           |                                                |                 |
| DANA KLOS                                | 06/24 - 06/26      | 07/21/2021 | 100-4210-63100 | Animal Control            | ANIMAL CONTROL SERVICE    | <b>Vendor DANA KLOS Total:</b>                 | 210.00          |
|                                          |                    |            |                |                           |                           |                                                | <b>210.00</b>   |
| <b>Vendor: DIAMOND VOGEL PAINTS</b>      |                    |            |                |                           |                           |                                                |                 |
| DIAMOND VOGEL PAINTS                     | 810215222          | 07/21/2021 | 100-4312-62990 | Misc. Operating Expense   | PARTS - PAINTER GUN       | <b>Vendor DIAMOND VOGEL PAINTS Total:</b>      | 130.36          |
|                                          |                    |            |                |                           |                           |                                                | <b>130.36</b>   |
| <b>Vendor: DOUGLAS WILLIAMS</b>          |                    |            |                |                           |                           |                                                |                 |
| DOUGLAS WILLIAMS                         | 13032441           | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | MEDICATION - REF #215032  | <b>Vendor DOUGLAS WILLIAMS Total:</b>          | 7.58            |
|                                          |                    |            |                |                           |                           |                                                | <b>7.58</b>     |
| <b>Vendor: DRN READITECH</b>             |                    |            |                |                           |                           |                                                |                 |
| DRN READITECH                            | 07/01/21 STATEMENT | 07/21/2021 | 100-4192-62020 | Computer Supplies         | MISC CREDIT ON ACCT       |                                                | -41.34          |
| DRN READITECH                            | 201071             | 07/21/2021 | 100-4110-62420 | Computer Equipment        | WAP - COUNCIL CHAMBERS    |                                                | 80.00           |
| DRN READITECH                            | 201092             | 07/21/2021 | 100-4110-62420 | Computer Equipment        | WAP COUNCIL CHAMBERS      | <b>Vendor DRN READITECH Total:</b>             | 153.00          |
|                                          |                    |            |                |                           |                           |                                                | <b>191.66</b>   |
| <b>Vendor: EAZY PACK N SHIP</b>          |                    |            |                |                           |                           |                                                |                 |
| EAZY PACK N SHIP                         | 5332               | 07/21/2021 | 680-4840-62170 | Field Supplies            | 6804850622220             |                                                | 13.57           |
| EAZY PACK N SHIP                         | 5341               | 07/21/2021 | 620-4840-62170 | Field Supplies            | SHIPPING CHARGES - JUNE   |                                                | 24.42           |
| EAZY PACK N SHIP                         | 5342               | 07/21/2021 | 620-4840-62170 | Field Supplies            | SHIPPING CHARGES - JUNE   |                                                | 64.98           |
| EAZY PACK N SHIP                         | 5343               | 07/21/2021 | 680-4840-62170 | Field Supplies            | SHIPPING CHARGES - JUNE   |                                                | 14.89           |
| EAZY PACK N SHIP                         | 5346               | 07/21/2021 | 690-4840-62990 | Misc. Operating Expense   | SHIPPING CHARGES - JUNE   | <b>Vendor EAZY PACK N SHIP Total:</b>          | 12.50           |
|                                          |                    |            |                |                           |                           |                                                | <b>130.36</b>   |
| <b>Vendor: EVANS SCRAP AND STEEL INC</b> |                    |            |                |                           |                           |                                                |                 |
| EVANS SCRAP AND STEEL IN                 | 235746             | 07/21/2021 | 100-4510-62240 | Department Maint & Repair | MATERIALS - # TRF SIGN    | <b>Vendor EVANS SCRAP AND STEEL INC Total:</b> | 390.10          |
|                                          |                    |            |                |                           |                           |                                                | <b>390.10</b>   |
| <b>Vendor: FALLS TOWING LLC</b>          |                    |            |                |                           |                           |                                                |                 |
| FALLS TOWING LLC                         | 15760              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE CHARGE     |                                                | 250.00          |
| FALLS TOWING LLC                         | 15761              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE CHARGE     |                                                | 250.00          |
| FALLS TOWING LLC                         | 15762              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE - JUNE 2   |                                                | 250.00          |
| FALLS TOWING LLC                         | 15763              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE CHARGE     |                                                | 250.00          |
| FALLS TOWING LLC                         | 15764              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE CHARGE     |                                                | 235.00          |
| FALLS TOWING LLC                         | 15765              | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | TOWING/STORAGE CHARGE     | <b>Vendor FALLS TOWING LLC Total:</b>          | 266.50          |
|                                          |                    |            |                |                           |                           |                                                | <b>1,501.50</b> |
| <b>Vendor: FASTENAL COMPANY</b>          |                    |            |                |                           |                           |                                                |                 |
| FASTENAL COMPANY                         | 116530             | 07/21/2021 | 690-4840-62990 | Misc. Operating Expense   | SUPPLIES - #TRF SIGN      |                                                | 10.94           |
| FASTENAL COMPANY                         | 116612             | 07/21/2021 | 100-4540-62990 | Misc. Operating Expense   | MATERIALS - SEWER LIFT SC |                                                | 33.45           |
| FASTENAL COMPANY                         | 116616             | 07/21/2021 | 100-4510-62240 | Department Maint & Repair | ANCHORS - TRF SIGN        |                                                | 43.72           |

Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                                  | Payable Number | Post Date  | Account Number | Account Name              | Description (Item)        | (None) | Amount   |
|----------------------------------------------|----------------|------------|----------------|---------------------------|---------------------------|--------|----------|
| FASTENAL COMPANY                             | 116655         | 07/21/2021 | 100-4540-62990 | Misc. Operating Expense   | MATERIALS - SEWER LIFT SC |        | 132.48   |
| Vendor FASTENAL COMPANY Total:               |                |            |                |                           |                           |        | 220.59   |
| Vendor: FLEET SUPPLY                         |                |            |                |                           |                           |        |          |
| FLEET SUPPLY                                 | 110203         | 07/21/2021 | 100-4510-62210 | Equipment Maint & Repair  | MOWER BLADES              |        | 592.31   |
| FLEET SUPPLY                                 | 110390         | 07/21/2021 | 100-4510-62210 | Equipment Maint & Repair  | POLY BYPASS TUBE          |        | 9.98     |
| FLEET SUPPLY                                 | 110512         | 07/21/2021 | 100-4510-62240 | Department Maint & Repair | POLY TUBE EXCHANGE        |        | 0.01     |
| FLEET SUPPLY                                 | 110550         | 07/21/2021 | 100-4510-62240 | Department Maint & Repair | MANIFOLD KIT - 4 WHEEL    |        | 23.99    |
| FLEET SUPPLY                                 | 110831         | 07/21/2021 | 100-4312-62210 | Equipment Maint & Repair  | PAINT - SERVICE TRUCK     |        | 26.93    |
| FLEET SUPPLY                                 | 110832         | 07/21/2021 | 100-4510-62210 | Equipment Maint & Repair  | CHISEL - MOWER            |        | 14.99    |
| FLEET SUPPLY                                 | 3054           | 07/21/2021 | 100-4312-62240 | Department Maint & Repair | SHOVELS                   |        | 104.93   |
| FLEET SUPPLY                                 | 3392           | 07/21/2021 | 100-4315-62240 | Department Maint & Repair | HAND WHEEL CART           |        | 49.98    |
| Vendor FLEET SUPPLY Total:                   |                |            |                |                           |                           |        | 823.12   |
| Vendor: GRAND FORKS FIRE EQUIPMENT LLC       |                |            |                |                           |                           |        |          |
| GRAND FORKS FIRE EQUIP                       | 32317          | 07/21/2021 | 100-4220-62990 | Misc. Operating Expense   | NOZZLE                    |        | 81.00    |
| Vendor GRAND FORKS FIRE EQUIPMENT LLC Total: |                |            |                |                           |                           |        | 81.00    |
| Vendor: GRAYMONT WESTERN CANADA INC          |                |            |                |                           |                           |        |          |
| GRAYMONT WESTERN CAN                         | 363865         | 07/21/2021 | 620-4840-62160 | Chemicals                 | BULK PEBBLED QUICKLIME    |        | 6,672.77 |
| Vendor GRAYMONT WESTERN CANADA INC Total:    |                |            |                |                           |                           |        | 6,672.77 |
| Vendor: HACH COMPANY                         |                |            |                |                           |                           |        |          |
| HACH COMPANY                                 | 12524182       | 07/21/2021 | 680-4840-62170 | Field Supplies            | SENSOR CAP - WW SAMPLE    |        | 138.00   |
| Vendor HACH COMPANY Total:                   |                |            |                |                           |                           |        | 138.00   |
| Vendor: HAWKINS INC                          |                |            |                |                           |                           |        |          |
| HAWKINS INC                                  | 4956058        | 07/21/2021 | 620-4840-62160 | Chemicals                 | CHEMICALS                 |        | 3,872.00 |
| HAWKINS INC                                  | 4973201        | 07/21/2021 | 620-4840-62160 | Chemicals                 | CHEMICALS                 |        | 586.00   |
| Vendor HAWKINS INC Total:                    |                |            |                |                           |                           |        | 4,458.00 |
| Vendor: HOLIDAY STATIONSTORES LLC            |                |            |                |                           |                           |        |          |
| HOLIDAY STATIONSTORES LL                     | JUNE 2021      | 07/21/2021 | 100-4210-62120 | Gas-Oil-Lube              | FUEL PURCHASES 06/2021    |        | 32.00    |
| HOLIDAY STATIONSTORES LL                     | JUNE 2021      | 07/21/2021 | 100-4210-62120 | Gas-Oil-Lube              | FUEL PURCHASE 06/16/21    |        | 26.00    |
| HOLIDAY STATIONSTORES LL                     | JUNE 2021      | 07/21/2021 | 100-4210-62120 | Gas-Oil-Lube              | FUEL PURCHASE 06/16/21    |        | 13.00    |
| HOLIDAY STATIONSTORES LL                     | JUNE REBATE CR | 07/21/2021 | 100-4210-62120 | Gas-Oil-Lube              | MONTHLY REBATE CREDIT -   |        | -0.75    |
| Vendor HOLIDAY STATIONSTORES LLC Total:      |                |            |                |                           |                           |        | 70.25    |
| Vendor: HUGOS #7                             |                |            |                |                           |                           |        |          |
| HUGOS #7                                     | 02125274       | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | PIPELINE PROTEST/SECURIT  |        | 18.82    |
| HUGOS #7                                     | 02125850       | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense   | PIPELINE PROTEST/SECURIT  |        | 17.25    |
| Vendor HUGOS #7 Total:                       |                |            |                |                           |                           |        | 36.07    |
| Vendor: IHLE SPARBY AND HAASE PA             |                |            |                |                           |                           |        |          |
| IHLE SPARBY AND HAASE PA                     | 1454           | 07/21/2021 | 100-4160-63040 | Legal Fees                | SERVICES - 2020 AUDIT LET |        | 195.00   |
| IHLE SPARBY AND HAASE PA                     | 1463           | 07/21/2021 | 100-4160-63040 | Legal Fees                | CRIMINAL CASES - JUNE 20  |        | 4,945.00 |
| IHLE SPARBY AND HAASE PA                     | 1464           | 07/21/2021 | 100-4160-63040 | Legal Fees                | CONTRACT SERVICES - JUNE  |        | 2,450.00 |
| Vendor IHLE SPARBY AND HAASE PA Total:       |                |            |                |                           |                           |        | 7,590.00 |

## Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                                   | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)        | (None)                                              | Amount          |
|-----------------------------------------------|----------------|------------|----------------|----------------------------|---------------------------|-----------------------------------------------------|-----------------|
| <b>Vendor: KEITH MOEN</b>                     |                |            |                |                            |                           |                                                     |                 |
| KEITH MOEN                                    | 7239           | 07/21/2021 | 690-4850-62210 | Equipment Maint & Repair   | PARTS/LABOR - UNIT 116 R  |                                                     | 308.58          |
|                                               |                |            |                |                            |                           | <b>Vendor KEITH MOEN Total:</b>                     | <b>308.58</b>   |
| <b>Vendor: KOR TERRA INC</b>                  |                |            |                |                            |                           |                                                     |                 |
| KOR TERRA INC                                 | 21188          | 07/21/2021 | 690-4890-64330 | Dues and Subscriptions     | SERVICE FEE 06/21 - 06/22 |                                                     | 1,800.00        |
|                                               |                |            |                |                            |                           | <b>Vendor KOR TERRA INC Total:</b>                  | <b>1,800.00</b> |
| <b>Vendor: LEE PLUMBING &amp; HEATING INC</b> |                |            |                |                            |                           |                                                     |                 |
| LEE PLUMBING & HEATING I                      | 84000          | 07/21/2021 | 620-4850-62220 | Plant Equip Maint & Repair | FILL STATION RPZ RPR      |                                                     | 381.86          |
| LEE PLUMBING & HEATING I                      | 84012          | 07/21/2021 | 620-4850-62200 | System Expense             | FILL STATION RPR          |                                                     | 10.67           |
| LEE PLUMBING & HEATING I                      | 84114          | 07/21/2021 | 620-4850-62200 | System Expense             | ANNUAL RPZ TESTS          |                                                     | 2,257.00        |
| LEE PLUMBING & HEATING I                      | 84174          | 07/21/2021 | 620-4850-62200 | System Expense             | WATER REPAIR - SEASONAL   |                                                     | 231.18          |
| LEE PLUMBING & HEATING I                      | 84192          | 07/21/2021 | 100-4550-62230 | Building Maint & Repair    | TOILET REPAIR - LIBRARY   |                                                     | 36.35           |
|                                               |                |            |                |                            |                           | <b>Vendor LEE PLUMBING &amp; HEATING INC Total:</b> | <b>2,917.06</b> |
| <b>Vendor: LESLIE MICHAEL COTA</b>            |                |            |                |                            |                           |                                                     |                 |
| LESLIE MICHAEL COTA                           | 632766         | 07/21/2021 | 610-4890-63030 | Contracts Expense          | GRASS MOWING SERVICES     |                                                     | 430.00          |
| LESLIE MICHAEL COTA                           | 632767         | 07/21/2021 | 100-4240-63030 | Contracts Expense          | GRASS MOWING SERVICES     |                                                     | 680.00          |
| LESLIE MICHAEL COTA                           | 632769         | 07/21/2021 | 100-4240-63030 | Contracts Expense          | GRASS MOWING SERVICES     |                                                     | 920.00          |
| LESLIE MICHAEL COTA                           | 632770         | 07/21/2021 | 100-4240-63030 | Contracts Expense          | GRASS MOWING SERVICES     |                                                     | 280.00          |
|                                               |                |            |                |                            |                           | <b>Vendor LESLIE MICHAEL COTA Total:</b>            | <b>2,310.00</b> |
| <b>Vendor: MARCO TECHNOLOGIES LLC</b>         |                |            |                |                            |                           |                                                     |                 |
| MARCO TECHNOLOGIES LLC                        | 447749862      | 07/21/2021 | 100-4150-63030 | Contracts Expense          | CONTRACT PAYMENT - JULY   |                                                     | 488.83          |
| MARCO TECHNOLOGIES LLC                        | 447749862      | 07/21/2021 | 100-4650-63030 | Contracts Expense          | CONTRACT PAYMENT - JULY   |                                                     | 356.82          |
| MARCO TECHNOLOGIES LLC                        | 8880651        | 07/21/2021 | 690-4890-63030 | Contracts Expense          | COPIER CONTRACT - JUNE 2  |                                                     | 74.07           |
| MARCO TECHNOLOGIES LLC                        | 8910329        | 07/21/2021 | 690-4890-63030 | Contracts Expense          | COPIER LEASE - JULY 2021  |                                                     | 60.61           |
|                                               |                |            |                |                            |                           | <b>Vendor MARCO TECHNOLOGIES LLC Total:</b>         | <b>980.33</b>   |
| <b>Vendor: MAXAIR LLC</b>                     |                |            |                |                            |                           |                                                     |                 |
| MAXAIR LLC                                    | 206298         | 07/21/2021 | 620-4850-62220 | Plant Equip Maint & Repair | AIR FILTERS - WTP AIR COM |                                                     | 54.50           |
| MAXAIR LLC                                    | 8892062421     | 07/21/2021 | 620-4850-62220 | Plant Equip Maint & Repair | FILTERS - AIR COMPRESSOR  |                                                     | 478.68          |
|                                               |                |            |                |                            |                           | <b>Vendor MAXAIR LLC Total:</b>                     | <b>533.18</b>   |
| <b>Vendor: MICHAEL J ROFF</b>                 |                |            |                |                            |                           |                                                     |                 |
| MICHAEL J ROFF                                | ICR 21002539   | 07/21/2021 | 100-4210-62120 | Gas-Oil-Lube               | REIMBURSE - GASOLINE PU   |                                                     | 48.05           |
| MICHAEL J ROFF                                | ICR 21002539   | 07/21/2021 | 100-4210-62990 | Misc. Operating Expense    | REIMBURSE - FOOD/WATE     |                                                     | 45.68           |
|                                               |                |            |                |                            |                           | <b>Vendor MICHAEL J ROFF Total:</b>                 | <b>93.73</b>    |
| <b>Vendor: MINNESOTA RURAL WATER ASSOC.</b>   |                |            |                |                            |                           |                                                     |                 |
| MINNESOTA RURAL WATER                         | MEMBERSHIP     | 07/21/2021 | 620-4890-64330 | Dues and Subscriptions     | ASSOCIATE MEMBERSHIP D    |                                                     | 300.00          |
|                                               |                |            |                |                            |                           | <b>Vendor MINNESOTA RURAL WATER ASSOC. Total:</b>   | <b>300.00</b>   |
| <b>Vendor: MORRIS ELECTRONICS INC</b>         |                |            |                |                            |                           |                                                     |                 |
| MORRIS ELECTRONICS INC                        | 20162786       | 07/21/2021 | 100-4192-63020 | Computer Maintenance & li  | SERVICE WORK              |                                                     | 120.00          |
| MORRIS ELECTRONICS INC                        | 20162801       | 07/21/2021 | 100-4192-63020 | Computer Maintenance & li  | FIREWALL EXTENDED SERVI   |                                                     | 97.20           |
| MORRIS ELECTRONICS INC                        | 20162854       | 07/21/2021 | 100-4192-63020 | Computer Maintenance & li  | SERVICE DAY               |                                                     | 1,130.00        |



Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                                 | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)         | (None) | Amount    |
|---------------------------------------------|----------------|------------|----------------|----------------------------|----------------------------|--------|-----------|
| MORRIS ELECTRONICS INC                      | 20162862       | 07/21/2021 | 100-4192-63020 | Computer Maintenance & li  | BACKUP RENEWAL             |        | 920.00    |
| Vendor MORRIS ELECTRONICS INC Total:        |                |            |                |                            |                            |        | 2,267.20  |
| Vendor: MTI DISTRIBUTING INC                |                |            |                |                            |                            |        |           |
| MTI DISTRIBUTING INC                        | 1294206-00     | 07/21/2021 | 100-4510-62210 | Equipment Maint & Repair   | GASKET - MOWER             |        | 8.18      |
| Vendor MTI DISTRIBUTING INC Total:          |                |            |                |                            |                            |        | 8.18      |
| Vendor: N F P A                             |                |            |                |                            |                            |        |           |
| N F P A                                     | 7987160Y       | 07/21/2021 | 100-4220-63590 | Printing & Publications    | INSTRUCTION BOOKS          |        | 78.80     |
| Vendor N F P A Total:                       |                |            |                |                            |                            |        | 78.80     |
| Vendor: NORTH SHORE ANALYTICAL INC          |                |            |                |                            |                            |        |           |
| NORTH SHORE ANALYTICAL                      | 13579          | 07/21/2021 | 680-4840-62170 | Field Supplies             | WW SAMPLES                 |        | 625.00    |
| Vendor NORTH SHORE ANALYTICAL INC Total:    |                |            |                |                            |                            |        | 625.00    |
| Vendor: NORTHERN MOTORS INC                 |                |            |                |                            |                            |        |           |
| NORTHERN MOTORS INC                         | 6007466/1      | 07/21/2021 | 100-4210-62210 | Equipment Maint & Repair   | REPLACED FRONT DOOR M      |        | 65.00     |
| Vendor NORTHERN MOTORS INC Total:           |                |            |                |                            |                            |        | 65.00     |
| Vendor: NORTHERN STATE BANK                 |                |            |                |                            |                            |        |           |
| NORTHERN STATE BANK                         | JUNE 2021      | 07/21/2021 | 100-4150-63030 | Contracts Expense          | MONTHLY SERVICE CHARGE     |        | 311.80    |
| Vendor NORTHERN STATE BANK Total:           |                |            |                |                            |                            |        | 311.80    |
| Vendor: NORTHWEST POWER SYSTEMS INC         |                |            |                |                            |                            |        |           |
| NORTHWEST POWER SYSTE                       | 308497         | 07/21/2021 | 100-4510-62210 | Equipment Maint & Repair   | AIR BRAKE TUBING           |        | 11.20     |
| NORTHWEST POWER SYSTE                       | 308828         | 07/22/2021 | 100-4312-62240 | Department Maint & Repair  | GROMMETS                   |        | 12.00     |
| NORTHWEST POWER SYSTE                       | 308876         | 07/21/2021 | 100-4312-62210 | Equipment Maint & Repair   | CLAMP                      |        | 20.40     |
| NORTHWEST POWER SYSTE                       | 308936         | 07/21/2021 | 100-4312-62210 | Equipment Maint & Repair   | MISC PARTS                 |        | 8.86      |
| NORTHWEST POWER SYSTE                       | 309248         | 07/21/2021 | 100-4312-62210 | Equipment Maint & Repair   | AIR COMPRESSOR PARTS - S   |        | 67.53     |
| Vendor NORTHWEST POWER SYSTEMS INC Total:   |                |            |                |                            |                            |        | 119.99    |
| Vendor: NORTHWOODS ICE OF BEMIDJI INC       |                |            |                |                            |                            |        |           |
| NORTHWOODS ICE OF BEM                       | 53722          | 07/21/2021 | 610-4810-62590 | Misc. Mdse for Resale      | 610481062590               |        | 270.00    |
| NORTHWOODS ICE OF BEM                       | 54787          | 07/21/2021 | 610-4810-62590 | Misc. Mdse for Resale      | ICE PURCHASE               |        | 429.30    |
| Vendor NORTHWOODS ICE OF BEMIDJI INC Total: |                |            |                |                            |                            |        | 699.30    |
| Vendor: OLSON UNDERGROUND INC               |                |            |                |                            |                            |        |           |
| OLSON UNDERGROUND IN                        | 787            | 07/21/2021 | 690-4890-63030 | Contracts Expense          | CONTRACT SERVICES - ELEV   |        | 40,066.00 |
| OLSON UNDERGROUND IN                        | 788            | 07/21/2021 | 690-4890-63030 | Contracts Expense          | BORING SERVICES - 14300 1  |        | 4,520.00  |
| Vendor OLSON UNDERGROUND INC Total:         |                |            |                |                            |                            |        | 44,586.00 |
| Vendor: QUALITY FARM SUPPLY INC             |                |            |                |                            |                            |        |           |
| QUALITY FARM SUPPLY INC                     | 124650         | 07/21/2021 | 100-4510-62240 | Department Maint & Repair  | CHEMICAL                   |        | 98.33     |
| Vendor QUALITY FARM SUPPLY INC Total:       |                |            |                |                            |                            |        | 98.33     |
| Vendor: QUALITY SPRAY FOAM                  |                |            |                |                            |                            |        |           |
| QUALITY SPRAY FOAM                          | 1200           | 07/21/2021 | 560-4680-65900 | Work in Process-Constructi | SERVICES - INTALL SEWER LI |        | 8,200.00  |
| Vendor QUALITY SPRAY FOAM Total:            |                |            |                |                            |                            |        | 8,200.00  |
| Vendor: RMB ENVIRONMENTAL LAB INC           |                |            |                |                            |                            |        |           |
| RMB ENVIRONMENTAL LAB                       | 17619          | 07/21/2021 | 680-4840-62170 | Field Supplies             | WW SAMPLES                 |        | 303.00    |

## Council Approval Register

Packet: APPKT00094 - 07/20/21 COUNCIL MEETING

| Vendor Name                             | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)        | (None) | Amount     |
|-----------------------------------------|----------------|------------|----------------|----------------------------|---------------------------|--------|------------|
| RMB ENVIRONMENTAL LAB                   | 17718          | 07/21/2021 | 680-4840-62170 | Field Supplies             | WW SAMPLES                |        | 303.00     |
| RMB ENVIRONMENTAL LAB                   | 17976          | 07/21/2021 | 680-4840-62170 | Field Supplies             | WW SAMPLES                |        | 303.00     |
| RMB ENVIRONMENTAL LAB                   | 18038          | 07/21/2021 | 680-4840-62170 | Field Supplies             | WW SAMPLES                |        | 303.00     |
| Vendor RMB ENVIRONMENTAL LAB INC Total: |                |            |                |                            |                           |        | 1,212.00   |
| <b>Vendor: ROBERT A NELSON</b>          |                |            |                |                            |                           |        |            |
| ROBERT A NELSON                         | 25502          | 07/21/2021 | 610-4850-62210 | Equipment Maint & Repair   | COMPRESSOR - SOUTH CO     |        | 580.95     |
| Vendor ROBERT A NELSON Total:           |                |            |                |                            |                           |        | 580.95     |
| <b>Vendor: SHOAN J NELSON</b>           |                |            |                |                            |                           |        |            |
| SHOAN J NELSON                          | 662524         | 07/21/2021 | 100-4510-62230 | Building Maint & Repair    | NORTHRUP WARMING HOU      |        | 210.00     |
| Vendor SHOAN J NELSON Total:            |                |            |                |                            |                           |        | 210.00     |
| <b>Vendor: STONES MOBILE RADIO INC</b>  |                |            |                |                            |                           |        |            |
| STONES MOBILE RADIO INC                 | 2044517        | 07/21/2021 | 690-4850-62210 | Equipment Maint & Repair   | RADIO ANTENNA KIT         |        | 14.85      |
| STONES MOBILE RADIO INC                 | 2044579        | 07/21/2021 | 690-4840-62990 | Misc. Operating Expense    | BATTERIES - HANDHELD RA   |        | 225.00     |
| Vendor STONES MOBILE RADIO INC Total:   |                |            |                |                            |                           |        | 239.85     |
| <b>Vendor: STREICHERS</b>               |                |            |                |                            |                           |        |            |
| STREICHERS                              | 1511107        | 07/21/2021 | 100-4210-62880 | Personal Protective Equipm | BALLISTIC VEST            |        | 957.00     |
| STREICHERS                              | 1511516        | 07/21/2021 | 100-4210-62880 | Personal Protective Equipm | UNIFORMS REPLACED         |        | 264.95     |
| Vendor STREICHERS Total:                |                |            |                |                            |                           |        | 1,221.95   |
| <b>Vendor: STUART C IRBY CO</b>         |                |            |                |                            |                           |        |            |
| STUART C IRBY CO                        | 12471722.001   | 07/21/2021 | 690-14100      | Inventory - Materials      | FUSEHOLDER                |        | 2,043.45   |
| STUART C IRBY CO                        | 12493590.001   | 07/21/2021 | 690-14100      | Inventory - Materials      | INVENTORY                 |        | 369.52     |
| STUART C IRBY CO                        | 12505522.001   | 07/21/2021 | 690-14100      | Inventory - Materials      | 15KV LOAD BREAK           |        | 1,758.59   |
| STUART C IRBY CO                        | 12508026.001   | 07/21/2021 | 690-14100      | Inventory - Materials      | INVENTORY                 |        | 123.55     |
| Vendor STUART C IRBY CO Total:          |                |            |                |                            |                           |        | 4,295.11   |
| <b>Vendor: TRF RADIO</b>                |                |            |                |                            |                           |        |            |
| TRF RADIO                               | 27531-6        | 07/21/2021 | 610-4880-63490 | Advertising                | RADIO ADVERTISING - 2021  |        | 550.00     |
| TRF RADIO                               | 28805-1        | 07/21/2021 | 100-4510-63490 | Advertising                | RADIO ADVERTISING - GAZE  |        | 342.00     |
| Vendor TRF RADIO Total:                 |                |            |                |                            |                           |        | 892.00     |
| <b>Vendor: ULINE</b>                    |                |            |                |                            |                           |        |            |
| ULINE                                   | 135163171      | 07/21/2021 | 690-4840-62990 | Misc. Operating Expense    | STAKE FLAGS               |        | 174.42     |
| Vendor ULINE Total:                     |                |            |                |                            |                           |        | 174.42     |
| <b>Vendor: WASTE MASTERS LLC</b>        |                |            |                |                            |                           |        |            |
| WASTE MASTERS LLC                       | 141            | 07/21/2021 | 100-4315-63030 | Contracts Expense          | GARBAGE TIPPING FEES - JU |        | 26,586.73  |
| Vendor WASTE MASTERS LLC Total:         |                |            |                |                            |                           |        | 26,586.73  |
| Grand Total:                            |                |            |                |                            |                           |        | 182,259.58 |



## Fund Summary

| Fund                          | Expense Amount    |
|-------------------------------|-------------------|
| 100 - GENERAL FUND            | 46,797.99         |
| 560 - WASTE WATER FORCE MAIN  | 8,200.00          |
| 610 - LIQUOR DISPENSARY       | 6,259.15          |
| 620 - WATER UTILITY FUND      | 35,920.24         |
| 680 - WASTEWATER UTILITY FUND | 2,003.46          |
| 690 - ELECTRIC UTILITY FUND   | 83,078.74         |
| <b>Grand Total:</b>           | <b>182,259.58</b> |

## Account Summary

| Account Number | Account Name              | Expense Amount |
|----------------|---------------------------|----------------|
| 100-4110-62420 | Computer Equipment        | 233.00         |
| 100-4150-63030 | Contracts Expense         | 800.63         |
| 100-4160-63040 | Legal Fees                | 7,590.00       |
| 100-4192-62020 | Computer Supplies         | -41.34         |
| 100-4192-63020 | Computer Maintenance      | 2,267.20       |
| 100-4210-62010 | Office Supplies           | 47.35          |
| 100-4210-62120 | Gas-Oil-Lube              | 118.30         |
| 100-4210-62210 | Equipment Maint & Rep     | 65.00          |
| 100-4210-62880 | Personal Protective Equi  | 1,221.95       |
| 100-4210-62990 | Misc. Operating Expense   | 1,603.56       |
| 100-4210-63100 | Animal Control            | 210.00         |
| 100-4220-62990 | Misc. Operating Expense   | 81.00          |
| 100-4220-63590 | Printing & Publications   | 78.80          |
| 100-4240-63030 | Contracts Expense         | 1,880.00       |
| 100-4312-62210 | Equipment Maint & Rep     | 123.72         |
| 100-4312-62240 | Department Maint & Re     | 116.93         |
| 100-4312-62880 | Personal Protective Equi  | 100.00         |
| 100-4312-62990 | Misc. Operating Expense   | 130.36         |
| 100-4315-62240 | Department Maint & Re     | 49.98          |
| 100-4315-63030 | Contracts Expense         | 26,586.73      |
| 100-4510-62210 | Equipment Maint & Rep     | 636.66         |
| 100-4510-62230 | Building Maint & Repair   | 210.00         |
| 100-4510-62240 | Department Maint & Re     | 1,607.06       |
| 100-4510-63490 | Advertising               | 342.00         |
| 100-4540-62990 | Misc. Operating Expense   | 165.93         |
| 100-4550-62230 | Building Maint & Repair   | 36.35          |
| 100-4650-63030 | Contracts Expense         | 356.82         |
| 100-4670-62990 | Misc. Operating Expense   | 180.00         |
| 560-4680-65900 | Work in Process-Constru   | 8,200.00       |
| 610-4810-62510 | Liquor for Resale         | 2,167.00       |
| 610-4810-62520 | Beer for Resale           | 1,659.50       |
| 610-4810-62540 | Soft Drinks/Mix for Resal | 119.40         |

**Account Summary**

| Account Number | Account Name             | Expense Amount    |
|----------------|--------------------------|-------------------|
| 610-4810-62590 | Misc. Mdse for Resale    | 752.30            |
| 610-4850-62210 | Equipment Maint & Rep    | 580.95            |
| 610-4880-63490 | Advertising              | 550.00            |
| 610-4890-63030 | Contracts Expense        | 430.00            |
| 620-4840-62160 | Chemicals                | 25,344.69         |
| 620-4840-62170 | Field Supplies           | 89.40             |
| 620-4840-62430 | Water Meters             | 3,522.26          |
| 620-4850-62200 | System Expense           | 2,498.85          |
| 620-4850-62220 | Plant Equip Maint & Rep  | 4,165.04          |
| 620-4890-64330 | Dues and Subscriptions   | 300.00            |
| 680-4840-62170 | Field Supplies           | 2,003.46          |
| 690-14100      | Inventory - Materials    | 4,295.11          |
| 690-4840-62990 | Misc. Operating Expense  | 422.86            |
| 690-4850-62210 | Equipment Maint & Rep    | 323.43            |
| 690-4890-62630 | Garden Valley Fiber Proj | 29,516.66         |
| 690-4890-63030 | Contracts Expense        | 46,720.68         |
| 690-4890-64330 | Dues and Subscriptions   | 1,800.00          |
|                | <b>Grand Total:</b>      | <b>182,259.58</b> |

**Project Account Summary**

| Project Account Key | Expense Amount    |
|---------------------|-------------------|
| **None**            | 182,259.58        |
| <b>Grand Total:</b> | <b>182,259.58</b> |



City of Thief River Falls, MN

## Council Approval Register

Packet: APPKT00084 - PYPKT00124 - 2021 07 01 #13 Payroll

| Vendor Name                                         | Payable Number | Post Date  | Account Number | Account Name          | Description (Item)     | (None) | Amount           |
|-----------------------------------------------------|----------------|------------|----------------|-----------------------|------------------------|--------|------------------|
| <b>Vendor: AMERITAS LIFE INSURANCE CORP</b>         |                |            |                |                       |                        |        |                  |
| AMERITAS LIFE INSURANCE                             | INV0000088     | 07/01/2021 | 740-24000      | Clearing Account      | FLEX VISION July       |        | 255.36           |
| <b>Vendor AMERITAS LIFE INSURANCE CORP Total:</b>   |                |            |                |                       |                        |        | <b>255.36</b>    |
| <b>Vendor: FURTHER - H S A</b>                      |                |            |                |                       |                        |        |                  |
| FURTHER - H S A                                     | INV0000089     | 07/01/2021 | 740-24000      | Clearing Account      | HSA 07 01 2021         |        | 285.70           |
| <b>Vendor FURTHER - H S A Total:</b>                |                |            |                |                       |                        |        | <b>285.70</b>    |
| <b>Vendor: INTERNAL REVENUE SERVICE</b>             |                |            |                |                       |                        |        |                  |
| INTERNAL REVENUE SERVIC                             | INV0000096     | 07/01/2021 | 740-20150      | Payroll Taxes Payable | SOCIAL SECURITY        |        | 18,418.56        |
| INTERNAL REVENUE SERVIC                             | INV0000096     | 07/01/2021 | 740-20150      | Payroll Taxes Payable | FED W/H                |        | 20,112.97        |
| INTERNAL REVENUE SERVIC                             | INV0000096     | 07/01/2021 | 740-20150      | Payroll Taxes Payable | MEDICARE               |        | 6,212.34         |
| <b>Vendor INTERNAL REVENUE SERVICE Total:</b>       |                |            |                |                       |                        |        | <b>44,743.87</b> |
| <b>Vendor: LAW ENFORCEMENT LABOR SERVICES</b>       |                |            |                |                       |                        |        |                  |
| LAW ENFORCEMENT LABOR                               | INV0000090     | 07/01/2021 | 740-24000      | Clearing Account      | LELS Dues July         |        | 889.00           |
| <b>Vendor LAW ENFORCEMENT LABOR SERVICES Total:</b> |                |            |                |                       |                        |        | <b>889.00</b>    |
| <b>Vendor: MN DPT OF HUMAN SERVICES</b>             |                |            |                |                       |                        |        |                  |
| MN DPT OF HUMAN SERVIC                              | INV0000092     | 07/01/2021 | 740-24000      | Clearing Account      | Garnishment            |        | 125.51           |
| <b>Vendor MN DPT OF HUMAN SERVICES Total:</b>       |                |            |                |                       |                        |        | <b>125.51</b>    |
| <b>Vendor: MN DPT OF REVENUE</b>                    |                |            |                |                       |                        |        |                  |
| MN DPT OF REVENUE                                   | INV0000095     | 07/01/2021 | 740-20160      | State Withholding     | State W/H Tax 07012021 |        | 9,373.39         |
| <b>Vendor MN DPT OF REVENUE Total:</b>              |                |            |                |                       |                        |        | <b>9,373.39</b>  |
| <b>Vendor: NCPERS GROUP LIFE INSURANCE</b>          |                |            |                |                       |                        |        |                  |
| NCPERS GROUP LIFE INSUR                             | INV0000091     | 07/01/2021 | 740-24000      | Clearing Account      | PLIFE                  |        | 224.00           |
| <b>Vendor NCPERS GROUP LIFE INSURANCE Total:</b>    |                |            |                |                       |                        |        | <b>224.00</b>    |
| <b>Vendor: NORTHWEST SERVICE COOPERATIVE</b>        |                |            |                |                       |                        |        |                  |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4150-61310 | Health Insurance      | Health Insurance Julu  |        | 4,485.52         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4210-61310 | Health Insurance      | Health Insurance July  |        | 16,238.42        |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4220-61310 | Health Insurance      | Health Insurance July  |        | 5,682.87         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4240-61310 | Health Insurance      | Health Insurance July  |        | 1,339.10         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4315-61310 | Health Insurance      | Health Insurance July  |        | 4,940.56         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4315-61310 | Health Insurance      | Health Insurance July  |        | 6,475.82         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4510-61310 | Health Insurance      | Health Insurance July  |        | 1,751.34         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 100-4650-61310 | Health Insurance      | Health Insurance July  |        | 583.78           |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 610-4825-61310 | Health Insurance      | Health Insurance July  |        | 4,356.78         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 620-4825-61310 | Health Insurance      | Health Insurance July  |        | 3,773.00         |
| NORTHWEST SERVICE COO                               | INV0000086     | 07/01/2021 | 680-4825-61310 | Health Insurance      | Health Insurance July  |        | 5,116.98         |

Council Approval Register

Packet: APPKT00084 - PYPKT00124 - 2021 07 01 #13 Payroll

| Vendor Name                                        | Payable Number | Post Date  | Account Number | Account Name                | Description (Item)           | (None) | Amount            |
|----------------------------------------------------|----------------|------------|----------------|-----------------------------|------------------------------|--------|-------------------|
| NORTHWEST SERVICE COO                              | INV0000086     | 07/01/2021 | 690-4825-61310 | Health Insurance            | Health Insurance July        |        | 12,503.51         |
| NORTHWEST SERVICE COO                              | INV0000086     | 07/01/2021 | 740-4870-63620 | Employee BC/BS Monthly Bi   | Health Insurance July Empl   |        | 16,186.36         |
| NORTHWEST SERVICE COO                              | INV0000086     | 07/01/2021 | 740-4870-63620 | Employee BC/BS Monthly Bi   | Health Insurance July Adj    |        | 1,640.50          |
| NORTHWEST SERVICE COO                              | INV0000086     | 07/01/2021 | 740-4870-63660 | Retiree BC/BS Monthly billi | Health Insurance July Retire |        | 4,668.50          |
| NORTHWEST SERVICE COO                              | INV0000086     | 07/01/2021 | 820-4825-61310 | Health Insurance            | Health Insurance July        |        | 803.46            |
| <b>Vendor NORTHWEST SERVICE COOPERATIVE Total:</b> |                |            |                |                             |                              |        | <b>90,546.50</b>  |
| <b>Vendor: P E R A OF MN</b>                       |                |            |                |                             |                              |        |                   |
| P E R A OF MN                                      | INV0000094     | 07/01/2021 | 740-20180      | PERA Payable                | PERA EE/ER COORD             |        | 20,983.75         |
| P E R A OF MN                                      | INV0000094     | 07/01/2021 | 740-20180      | PERA Payable                | PERA EE/ER P&F               |        | 20,066.73         |
| <b>Vendor P E R A OF MN Total:</b>                 |                |            |                |                             |                              |        | <b>41,050.48</b>  |
| <b>Vendor: SUN LIFE FINANCIAL (LTD)</b>            |                |            |                |                             |                              |        |                   |
| SUN LIFE FINANCIAL (LTD)                           | INV0000093     | 07/01/2021 | 740-24000      | Clearing Account            | LTD Premium July             |        | 418.98            |
| <b>Vendor SUN LIFE FINANCIAL (LTD) Total:</b>      |                |            |                |                             |                              |        | <b>418.98</b>     |
| <b>Vendor: VANTAGEPOINT ICMA</b>                   |                |            |                |                             |                              |        |                   |
| VANTAGEPOINT ICMA                                  | INV0000087     | 07/01/2021 | 740-24000      | Clearing Account            | Contributions Employee       |        | 3,220.00          |
| <b>Vendor VANTAGEPOINT ICMA Total:</b>             |                |            |                |                             |                              |        | <b>3,220.00</b>   |
| <b>Grand Total:</b>                                |                |            |                |                             |                              |        | <b>191,132.79</b> |

**Fund Summary**

| <b>Fund</b>                     | <b>Expense Amount</b> |
|---------------------------------|-----------------------|
| 100 - GENERAL FUND              | 41,497.41             |
| 610 - LIQUOR DISPENSARY         | 4,356.78              |
| 620 - WATER UTILITY FUND        | 3,773.00              |
| 680 - WASTEWATER UTILITY FUND   | 5,116.98              |
| 690 - ELECTRIC UTILITY FUND     | 12,503.51             |
| 740 - TRF HEALTH INSURANCE FUND | 123,081.65            |
| 820 - GREENWOOD CEMETERY FUND   | 803.46                |
| <b>Grand Total:</b>             | <b>191,132.79</b>     |

**Account Summary**

| Account Number | Account Name            | Expense Amount |
|----------------|-------------------------|----------------|
| 100-4150-61310 | Health Insurance        | 4,485.52       |
| 100-4210-61310 | Health Insurance        | 16,238.42      |
| 100-4220-61310 | Health Insurance        | 5,682.87       |
| 100-4240-61310 | Health Insurance        | 1,339.10       |
| 100-4315-61310 | Health Insurance        | 11,416.38      |
| 100-4510-61310 | Health Insurance        | 1,751.34       |
| 100-4650-61310 | Health Insurance        | 583.78         |
| 610-4825-61310 | Health Insurance        | 4,356.78       |
| 620-4825-61310 | Health Insurance        | 3,773.00       |
| 680-4825-61310 | Health Insurance        | 5,116.98       |
| 690-4825-61310 | Health Insurance        | 12,503.51      |
| 740-20150      | Payroll Taxes Payable   | 44,743.87      |
| 740-20160      | State Withholding       | 9,373.39       |
| 740-20180      | PERA Payable            | 41,050.48      |
| 740-24000      | Clearing Account        | 5,418.55       |
| 740-4870-63620 | Employee BC/BS Monthl   | 17,826.86      |
| 740-4870-63660 | Retiree BC/BS Monthly b | 4,668.50       |
| 820-4825-61310 | Health Insurance        | 803.46         |
| Grand Total:   |                         | 191,132.79     |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> |
|----------------------------|-----------------------|
| **None**                   | 191,132.79            |
| <b>Grand Total:</b>        | <b>191,132.79</b>     |





City of Thief River Falls, MN

## Council Approval Register

Packet: APPKT00086 - 07/06/21 DIRECT PAYABLES - 2ND QTR VOL FIRE

| Vendor Name                            | Payable Number | Post Date  | Account Number | Account Name       | Description (Item) | (None) | Amount        |
|----------------------------------------|----------------|------------|----------------|--------------------|--------------------|--------|---------------|
| <b>Vendor: ANTHONY HORACHECK</b>       |                |            |                |                    |                    |        |               |
| ANTHONY HORACHECK                      | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor ANTHONY HORACHECK Total:</b> |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: BLAKE WALKER</b>            |                |            |                |                    |                    |        |               |
| BLAKE WALKER                           | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor BLAKE WALKER Total:</b>      |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: BRIAN JACOBSON</b>          |                |            |                |                    |                    |        |               |
| BRIAN JACOBSON                         | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor BRIAN JACOBSON Total:</b>    |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: DEREK NEISEN</b>            |                |            |                |                    |                    |        |               |
| DEREK NEISEN                           | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor DEREK NEISEN Total:</b>      |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: DEVIN SPEARS</b>            |                |            |                |                    |                    |        |               |
| DEVIN SPEARS                           | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor DEVIN SPEARS Total:</b>      |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: DYLAN DEFREECE</b>          |                |            |                |                    |                    |        |               |
| DYLAN DEFREECE                         | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor DYLAN DEFREECE Total:</b>    |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: FRANCIS TRUDEAU</b>         |                |            |                |                    |                    |        |               |
| FRANCIS TRUDEAU                        | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor FRANCIS TRUDEAU Total:</b>   |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: GRANT ASP</b>               |                |            |                |                    |                    |        |               |
| GRANT ASP                              | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor GRANT ASP Total:</b>         |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: IAN LUND</b>                |                |            |                |                    |                    |        |               |
| IAN LUND                               | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor IAN LUND Total:</b>          |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: JUDD ALBY</b>               |                |            |                |                    |                    |        |               |
| JUDD ALBY                              | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor JUDD ALBY Total:</b>         |                |            |                |                    |                    |        | <b>145.00</b> |
| <b>Vendor: KEATON HUOT</b>             |                |            |                |                    |                    |        |               |
| KEATON HUOT                            | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries | 2ND QTR VFF SALARY |        | 145.00        |
| <b>Vendor KEATON HUOT Total:</b>       |                |            |                |                    |                    |        | <b>145.00</b> |

| Council Approval Register                        |                |            |                | Packet: APPKT00086 - 07/06/21 DIRECT PAYABLES - 2ND QTR VOL FIRE |                                  |          |
|--------------------------------------------------|----------------|------------|----------------|------------------------------------------------------------------|----------------------------------|----------|
| Vendor Name                                      | Payable Number | Post Date  | Account Number | Account Name                                                     | Description (Item)               | (None)   |
| Vendor: KEVIN WALSETH<br>KEVIN WALSETH           | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor KEVIN WALSETH Total:      | 145.00   |
| Vendor: MIKE LARSON<br>MIKE LARSON               | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor MIKE LARSON Total:        | 145.00   |
| Vendor: NICHOLAS TRUDEAU<br>NICHOLAS TRUDEAU     | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor NICHOLAS TRUDEAU Total:   | 145.00   |
| Vendor: PAUL D GONSOROWSKI<br>PAUL D GONSOROWSKI | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor PAUL D GONSOROWSKI Total: | 145.00   |
| Vendor: SCOTT WALKER<br>SCOTT WALKER             | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor SCOTT WALKER Total:       | 145.00   |
| Vendor: STEVEN KLOETY<br>STEVEN KLOETY           | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor STEVEN KLOETY Total:      | 145.00   |
| Vendor: TODD MACK<br>TODD MACK                   | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 96.66    |
|                                                  |                |            |                |                                                                  | Vendor TODD MACK Total:          | 96.66    |
| Vendor: TREVOR SWANSON<br>TREVOR SWANSON         | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor TREVOR SWANSON Total:     | 145.00   |
| Vendor: WADE COTA<br>WADE COTA                   | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 48.33    |
|                                                  |                |            |                |                                                                  | Vendor WADE COTA Total:          | 48.33    |
| Vendor: WAYNE NOME LAND<br>WAYNE NOME LAND       | 2ND QTR VFF    | 07/06/2021 | 100-4220-61060 | Temporary Salaries                                               | 2ND QTR VFF SALARY               | 145.00   |
|                                                  |                |            |                |                                                                  | Vendor WAYNE NOME LAND Total:    | 145.00   |
| Grand Total:                                     |                |            |                |                                                                  |                                  | 2,899.99 |



| Fund Summary       |              |                |
|--------------------|--------------|----------------|
| Fund               |              | Expense Amount |
| 100 - GENERAL FUND |              | 2,899.99       |
|                    | Grand Total: | 2,899.99       |

| Account Summary |                    |                |
|-----------------|--------------------|----------------|
| Account Number  | Account Name       | Expense Amount |
| 100-4220-61060  | Temporary Salaries | 2,899.99       |
|                 | Grand Total:       | 2,899.99       |

| Project Account Summary |              | Expense Amount |
|-------------------------|--------------|----------------|
| Project Account Key     |              |                |
| **None**                |              | 2,899.99       |
|                         | Grand Total: | 2,899.99       |



City of Thief River Falls, MN

# Council Approval Register

Packet: APPKT00089 - 07/07/21 DIRECT PAYABLES

| Vendor Name                                      | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)        | (None) | Amount          |
|--------------------------------------------------|----------------|------------|----------------|----------------------------|---------------------------|--------|-----------------|
| <b>Vendor: AMAZON CAPITAL SERVICES INC</b>       |                |            |                |                            |                           |        |                 |
| AMAZON CAPITAL SERVICES                          | 19HFLNWK9W63   | 07/08/2021 | 100-4194-62990 | Misc. Operating Expense    | WALL CALENDAR             |        | 16.49           |
| AMAZON CAPITAL SERVICES                          | 1MWFGFCDGKXD   | 07/08/2021 | 100-4210-62990 | Misc. Operating Expense    | HAND SANITIZER/DRY ERAS   |        | 86.12           |
| AMAZON CAPITAL SERVICES                          | 1QL6RG4RDWF4   | 07/08/2021 | 100-4192-62020 | Computer Supplies          | SCREWDRIVER SET           |        | 14.99           |
| AMAZON CAPITAL SERVICES                          | 1RNGNM3KTHY6   | 07/08/2021 | 100-4192-62020 | Computer Supplies          | CELL PHONE ACCESSORIES    |        | 24.44           |
| AMAZON CAPITAL SERVICES                          | 1RNGNM3KTHY6   | 07/08/2021 | 100-4650-62020 | Computer Supplies          | CELL PHONE ACCESSORIES    |        | 30.33           |
| AMAZON CAPITAL SERVICES                          | 1T1W7GCH1CRX   | 07/08/2021 | 100-4192-62020 | Computer Supplies          | CELLPHONE ACCESSORIES     |        | 25.58           |
| AMAZON CAPITAL SERVICES                          | 1TVRP699QJC9   | 07/08/2021 | 620-4840-62170 | Field Supplies             | SHIPPING TAPE             |        | 19.98           |
| <b>Vendor AMAZON CAPITAL SERVICES INC Total:</b> |                |            |                |                            |                           |        | <b>217.93</b>   |
| <b>Vendor: CARDMEMBER SERVICE</b>                |                |            |                |                            |                           |        |                 |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-63100 | Animal Control             | ANIMAL LICENSE TAGS       |        | 69.05           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-63320 | Training Expense           | DMT RECERT - SHAUN HOFF   |        | 75.00           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-63320 | Training Expense           | DMT RECERT - KJELL JOHNS  |        | 75.00           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-63320 | Training Expense           | REG FEE - TACTICAL TRNG/B |        | 1,750.00        |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-64370 | Taxes and Licenses         | POST LICENSE RENEWAL -    |        | 92.24           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-64370 | Taxes and Licenses         | POST LICENSE RENEWAL - D  |        | 92.24           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4210-64370 | Taxes and Licenses         | POST LICENSE RENEWAL - D  |        | 92.24           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4220-62420 | Computer Equipment         | BATTERY - LAPTOP          |        | 115.41          |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4510-62190 | Recreational Supplies      | TURF FOAM MARKER          |        | 406.52          |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4510-62240 | Department Maint & Repair  | PARTS - ELKS PARK FOUNTAI |        | 76.02           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4530-65300 | Improvements Other Than    | AIR CONDITIONING - REA    |        | 42.00           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4670-62010 | Office Supplies            | 2247 06/14/21 - EXPERIAN  |        | 24.99           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4670-62010 | Office Supplies            | 6761 05/27/21 - EXPERIAN  |        | 24.99           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 100-4670-62010 | Office Supplies            | 3026 06/01/21 - EXPERIAN  |        | 14.99           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 620-4890-64400 | Travel, Conference, School | AIR FARE DELTA - W JOHNS  |        | 348.40          |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 670-4890-64370 | Taxes and Licenses         | BOILER LICENSE RENEWAL -  |        | 20.00           |
| CARDMEMBER SERVICE                               | MAY/JUN 2021   | 07/08/2021 | 690-4890-64400 | Travel, Conference, School | LODGING - CRAGUNS - SUM   |        | 467.18          |
| <b>Vendor CARDMEMBER SERVICE Total:</b>          |                |            |                |                            |                           |        | <b>3,786.27</b> |
| <b>Vendor: COCA-COLA BOTTLING COMPANY</b>        |                |            |                |                            |                           |        |                 |
| COCA-COLA BOTTLING CO                            | 3683645        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 179.50          |
| COCA-COLA BOTTLING CO                            | 3683688        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 337.00          |
| COCA-COLA BOTTLING CO                            | 3683738        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 311.50          |
| COCA-COLA BOTTLING CO                            | 3683776        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 274.00          |
| <b>Vendor COCA-COLA BOTTLING COMPANY Total:</b>  |                |            |                |                            |                           |        | <b>1,102.00</b> |
| <b>Vendor: JOHNSON BROTHERS LIQUOR</b>           |                |            |                |                            |                           |        |                 |
| JOHNSON BROTHERS LIQU                            | 1807187        | 07/08/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 1,195.50        |
| JOHNSON BROTHERS LIQU                            | 1807188        | 07/08/2021 | 610-4810-62530 | Wine for Resale            | WINE PURCHASE             |        | 1,096.60        |

## Council Approval Register

Packet: APPKT00089 - 07/07/21 DIRECT PAYABLES

| Vendor Name                                  | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)        | (None) | Amount   |
|----------------------------------------------|----------------|------------|----------------|----------------------------|---------------------------|--------|----------|
| JOHNSON BROTHERS LIQU                        | 1807189        | 07/08/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 1,666.00 |
| JOHNSON BROTHERS LIQU                        | 1807190        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 504.00   |
| JOHNSON BROTHERS LIQU                        | 1807191        | 07/08/2021 | 610-4810-62530 | Wine for Resale            | WINE PURCHASE             |        | 3,173.57 |
| Vendor JOHNSON BROTHERS LIQUOR Total:        |                |            |                |                            |                           |        | 7,635.67 |
| <b>Vendor: NELSON EQUIPMENT OF T R F INC</b> |                |            |                |                            |                           |        |          |
| NELSON EQUIPMENT OF T                        | 122761         | 07/08/2021 | 100-4510-62210 | Equipment Maint & Repair   | BEARING - TORO 4100 DECK  |        | 95.90    |
| Vendor NELSON EQUIPMENT OF T R F INC Total:  |                |            |                |                            |                           |        | 95.90    |
| <b>Vendor: PHILLIPS WINE &amp; SPIRITS</b>   |                |            |                |                            |                           |        |          |
| PHILLIPS WINE & SPIRITS                      | 6209007        | 07/08/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 132.50   |
| PHILLIPS WINE & SPIRITS                      | 6209008        | 07/08/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 751.50   |
| PHILLIPS WINE & SPIRITS                      | 6209009        | 07/08/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 92.04    |
| PHILLIPS WINE & SPIRITS                      | 6209010        | 07/08/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX PURCHASE              |        | 555.84   |
| Vendor PHILLIPS WINE & SPIRITS Total:        |                |            |                |                            |                           |        | 1,531.88 |
| <b>Vendor: POWERPLAN</b>                     |                |            |                |                            |                           |        |          |
| POWERPLAN                                    | P2750709       | 07/08/2021 | 100-4312-62210 | Equipment Maint & Repair   | TIE ROD END - MOTOR GRA   |        | 480.59   |
| Vendor POWERPLAN Total:                      |                |            |                |                            |                           |        | 480.59   |
| <b>Vendor: THIEF RIVER FORD INC</b>          |                |            |                |                            |                           |        |          |
| THIEF RIVER FORD INC                         | 157516         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | VALVE ASSEMBLY REPAIR     |        | 602.75   |
| THIEF RIVER FORD INC                         | 157983         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | SPARK PLUGS/STABILIZER LI |        | 636.20   |
| THIEF RIVER FORD INC                         | 158027         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | WINDSHIELD MOULDING       |        | 181.77   |
| THIEF RIVER FORD INC                         | 158031         | 07/08/2021 | 100-4210-62120 | Gas-Oil-Lube               | OIL CHANGE                |        | 45.85    |
| THIEF RIVER FORD INC                         | 158031         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | SPARK PLUGS/AIR CLEANER   |        | 369.95   |
| THIEF RIVER FORD INC                         | 158459         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | A/C REPAIR                |        | 221.69   |
| THIEF RIVER FORD INC                         | 158534         | 07/08/2021 | 100-4210-62120 | Gas-Oil-Lube               | OIL CHANGE/COOLANT        |        | 147.05   |
| THIEF RIVER FORD INC                         | 158534         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | AC REPAIR/COOLANT FLUSH   |        | 556.17   |
| THIEF RIVER FORD INC                         | 158684         | 07/08/2021 | 690-4850-62210 | Equipment Maint & Repair   | REPAIRS - #111            |        | 50.40    |
| THIEF RIVER FORD INC                         | 158700         | 07/08/2021 | 100-4210-62120 | Gas-Oil-Lube               | OIL CHANGE                |        | 44.65    |
| THIEF RIVER FORD INC                         | 158700         | 07/08/2021 | 100-4210-62210 | Equipment Maint & Repair   | BLOWER MOTOR FAN/SPEE     |        | 264.68   |
| Vendor THIEF RIVER FORD INC Total:           |                |            |                |                            |                           |        | 3,121.16 |
| <b>Vendor: VERIZON WIRELESS #786782900</b>   |                |            |                |                            |                           |        |          |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4150-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4150-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4150-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 51.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4192-63020 | Computer Maintenance & li  | WIRELESS PHONE CHARGES    |        | 40.01    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4192-63020 | Computer Maintenance & li  | WIRELESS PHONE CHARGES    |        | 40.03    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4192-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 31.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4192-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 31.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4194-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 31.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |
| VERIZON WIRELESS #78678                      | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense      | WIRELESS PHONE CHARGES    |        | 41.51    |



Council Approval Register

Packet: APPKT00089 - 07/07/21 DIRECT PAYABLES

| Vendor Name                               | Payable Number | Post Date  | Account Number | Account Name          | Description (Item)     | (None) | Amount   |
|-------------------------------------------|----------------|------------|----------------|-----------------------|------------------------|--------|----------|
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 31.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 31.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 31.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 36.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 31.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4210-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4240-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4510-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4510-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4510-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 69.12    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 100-4650-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 610-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 610-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 620-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 620-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 40.01    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 620-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 650-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 680-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 42.04    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 690-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| VERIZON WIRELESS #78678                   | 9882457224     | 07/08/2021 | 820-4830-63210 | Communication Expense | WIRELESS PHONE CHARGES |        | 41.51    |
| Vendor VERIZON WIRELESS #786782900 Total: |                |            |                |                       |                        |        | 1,619.06 |

Vendor: WALMART COMMUNITY

|                                 |                |            |                |                           |                        |  |           |
|---------------------------------|----------------|------------|----------------|---------------------------|------------------------|--|-----------|
| WALMART COMMUNITY               | 629410 JUNE 21 | 07/08/2021 | 100-4194-62990 | Misc. Operating Expense   | CLEANING SUPPLIES      |  | 34.35     |
| WALMART COMMUNITY               | 629410 JUNE 21 | 07/08/2021 | 100-4194-62990 | Misc. Operating Expense   | CLEANING SUPPLIES      |  | 21.29     |
| WALMART COMMUNITY               | 629410 JUNE 21 | 07/08/2021 | 100-4220-62990 | Misc. Operating Expense   | CLEANING SUPPLIES      |  | 97.82     |
| WALMART COMMUNITY               | 629410 JUNE 21 | 07/08/2021 | 100-4510-62240 | Department Maint & Repair | SUPPLIES               |  | 45.24     |
| WALMART COMMUNITY               | 629410 JUNE 21 | 07/08/2021 | 690-4840-62990 | Misc. Operating Expense   | CORTIZONE CREME/BLISTE |  | 15.94     |
| Vendor WALMART COMMUNITY Total: |                |            |                |                           |                        |  | 214.64    |
| Grand Total:                    |                |            |                |                           |                        |  | 19,805.10 |

**Fund Summary**

| <b>Fund</b>                    | <b>Expense Amount</b> |
|--------------------------------|-----------------------|
| 100 - GENERAL FUND             | 8,033.48              |
| 610 - LIQUOR DISPENSARY        | 10,352.57             |
| 620 - WATER UTILITY FUND       | 491.41                |
| 650 - TOURIST PARK - VENUWORKS | 41.51                 |
| 670 - STORM WATER UTILITY FUND | 20.00                 |
| 680 - WASTEWATER UTILITY FUND  | 41.51                 |
| 690 - ELECTRIC UTILITY FUND    | 783.11                |
| 820 - GREENWOOD CEMETERY FUND  | 41.51                 |
| <b>Grand Total:</b>            | <b>19,805.10</b>      |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>       | <b>Expense Amount</b> |
|-----------------------|---------------------------|-----------------------|
| 100-4150-63210        | Communication Expense     | 134.53                |
| 100-4192-62020        | Computer Supplies         | 65.01                 |
| 100-4192-63020        | Computer Maintenance      | 80.04                 |
| 100-4192-63210        | Communication Expense     | 63.02                 |
| 100-4194-62990        | Misc. Operating Expense   | 72.13                 |
| 100-4194-63210        | Communication Expense     | 41.51                 |
| 100-4210-62120        | Gas-Oil-Lube              | 237.55                |
| 100-4210-62210        | Equipment Maint & Rep     | 2,833.21              |
| 100-4210-62990        | Misc. Operating Expense   | 86.12                 |
| 100-4210-63100        | Animal Control            | 69.05                 |
| 100-4210-63210        | Communication Expense     | 526.14                |
| 100-4210-63320        | Training Expense          | 1,900.00              |
| 100-4210-64370        | Taxes and Licenses        | 276.72                |
| 100-4220-62420        | Computer Equipment        | 115.41                |
| 100-4220-62990        | Misc. Operating Expense   | 97.82                 |
| 100-4240-63210        | Communication Expense     | 41.51                 |
| 100-4312-62210        | Equipment Maint & Rep     | 480.59                |
| 100-4510-62190        | Recreational Supplies     | 406.52                |
| 100-4510-62210        | Equipment Maint & Rep     | 95.90                 |
| 100-4510-62240        | Department Maint & Re     | 121.26                |
| 100-4510-63210        | Communication Expense     | 83.02                 |
| 100-4530-65300        | Improvements Other Th     | 42.00                 |
| 100-4650-62020        | Computer Supplies         | 30.33                 |
| 100-4650-63210        | Communication Expense     | 69.12                 |
| 100-4670-62010        | Office Supplies           | 64.97                 |
| 610-4810-62510        | Liquor for Resale         | 3,837.54              |
| 610-4810-62530        | Wine for Resale           | 4,270.17              |
| 610-4810-62540        | Soft Drinks/Mix for Resal | 2,161.84              |
| 610-4830-63210        | Communication Expense     | 83.02                 |
| 620-4830-63210        | Communication Expense     | 123.03                |

### Account Summary

| Account Number      | Account Name             | Expense Amount   |
|---------------------|--------------------------|------------------|
| 620-4840-62170      | Field Supplies           | 19.98            |
| 620-4890-64400      | Travel, Conference, Scho | 348.40           |
| 650-4830-63210      | Communication Expense    | 41.51            |
| 670-4890-64370      | Taxes and Licenses       | 20.00            |
| 680-4830-63210      | Communication Expense    | 41.51            |
| 690-4830-63210      | Communication Expense    | 249.59           |
| 690-4840-62990      | Misc. Operating Expense  | 15.94            |
| 690-4850-62210      | Equipment Maint & Rep    | 50.40            |
| 690-4890-64400      | Travel, Conference, Scho | 467.18           |
| 820-4830-63210      | Communication Expense    | 41.51            |
| <b>Grand Total:</b> |                          | <b>19,805.10</b> |

### Project Account Summary

| Project Account Key | Expense Amount   |
|---------------------|------------------|
| **None**            | 19,805.10        |
| <b>Grand Total:</b> | <b>19,805.10</b> |





City of Thief River Falls, MN

## Council Approval Register

Packet: APPKT00090 - 07/09/21 DIRECT PAYABLES

| Vendor Name                                | Payable Number | Post Date  | Account Number | Account Name      | Description (Item)        | (None) | Amount                  |
|--------------------------------------------|----------------|------------|----------------|-------------------|---------------------------|--------|-------------------------|
| <b>Vendor: LEIGHTON BROADCASTING</b>       |                |            |                |                   |                           |        |                         |
| LEIGHTON BROADCASTING                      | 179451-1       | 07/09/2021 | 610-4880-63490 | Advertising       | RADIO ADVERTISING - JUNE  |        | 840.00                  |
| LEIGHTON BROADCASTING                      | 179452-1       | 07/09/2021 | 610-4880-63490 | Advertising       | RADIO ADVERTISING - JUNE  |        | 672.00                  |
| LEIGHTON BROADCASTING                      | 180133-1       | 07/09/2021 | 610-4880-63490 | Advertising       | RADIO ADVERTISING - JUNE  |        | 375.00                  |
| LEIGHTON BROADCASTING                      | 180134-1       | 07/09/2021 | 610-4880-63490 | Advertising       | RADIO ADVERTISING - JUNE  |        | 300.00                  |
| Vendor LEIGHTON BROADCASTING Total:        |                |            |                |                   |                           |        | <u>2,187.00</u>         |
| <b>Vendor: T R F CONVENTION &amp;</b>      |                |            |                |                   |                           |        |                         |
| T R F CONVENTION &                         | MAY 2021       | 07/09/2021 | 100-4670-63030 | Contracts Expense | LODGING TAX - MAY 2021    |        | 11,593.66               |
| Vendor T R F CONVENTION & Total:           |                |            |                |                   |                           |        | <u>11,593.66</u>        |
| <b>Vendor: VANTIVE INTEGRATED PAYMENTS</b> |                |            |                |                   |                           |        |                         |
| VANTIVE INTEGRATED PAY                     | 529000273510   | 07/09/2021 | 630-4890-63060 | Credit Card Fees  | CREDIT CARD FEES - JUNE 2 |        | 140.27                  |
| Vendor VANTIVE INTEGRATED PAYMENTS Total:  |                |            |                |                   |                           |        | <u>140.27</u>           |
| Grand Total:                               |                |            |                |                   |                           |        | <u><u>13,920.93</u></u> |

Fund Summary

| Fund                     | Expense Amount |
|--------------------------|----------------|
| 100 - GENERAL FUND       | 11,593.66      |
| 610 - LIQUOR DISPENSARY  | 2,187.00       |
| 630 - ARENAS - VENUWORKS | 140.27         |
| Grand Total:             | 13,920.93      |

Account Summary

| Account Number | Account Name      | Expense Amount |
|----------------|-------------------|----------------|
| 100-4670-63030 | Contracts Expense | 11,593.66      |
| 610-4880-63490 | Advertising       | 2,187.00       |
| 630-4890-63060 | Credit Card Fees  | 140.27         |
| Grand Total:   |                   | 13,920.93      |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|----------------|
| **None**            | 13,920.93      |
| Grand Total:        | 13,920.93      |



City of Thief River Falls, MN

# Council Approval Register

Packet: APPKT00093 - 07/14/21 DIRECT PAYABLES

| Vendor Name                                        | Payable Number  | Post Date  | Account Number | Account Name               | Description (Item)        | (None) | Amount           |
|----------------------------------------------------|-----------------|------------|----------------|----------------------------|---------------------------|--------|------------------|
| <b>Vendor: BANKCARD ELECTRONIC PYMTS INC</b>       |                 |            |                |                            |                           |        |                  |
| BANKCARD ELECTRONIC PY                             | 530961270061997 | 07/14/2021 | 610-4890-63060 | Credit Card Fees           | CREDIT CARD FEES - JUNE 2 |        | 8,203.67         |
| <b>Vendor BANKCARD ELECTRONIC PYMTS INC Total:</b> |                 |            |                |                            |                           |        | <b>8,203.67</b>  |
| <b>Vendor: BUILDERS FIRSTSOURCE INC</b>            |                 |            |                |                            |                           |        |                  |
| BUILDERS FIRSTSOURCE INC                           | 83672713        | 07/14/2021 | 690-4840-62990 | Misc. Operating Expense    | CEMENT/PUTTY KNIFE/MU     |        | 17.17            |
| <b>Vendor BUILDERS FIRSTSOURCE INC Total:</b>      |                 |            |                |                            |                           |        | <b>17.17</b>     |
| <b>Vendor: GLOBAL PAYMENTS INTEGRATED</b>          |                 |            |                |                            |                           |        |                  |
| GLOBAL PAYMENTS INTEGR                             | 8788240021240   | 07/14/2021 | 100-4670-63060 | Credit Card Fees           | CREDIT CARD FEES - JUNE 2 |        | 29.75            |
| GLOBAL PAYMENTS INTEGR                             | 8788240029197   | 07/14/2021 | 690-4890-63060 | Credit Card Fees           | CREDIT CARD FEES - JUNE 2 |        | 5.00             |
| <b>Vendor GLOBAL PAYMENTS INTEGRATED Total:</b>    |                 |            |                |                            |                           |        | <b>34.75</b>     |
| <b>Vendor: MC KINNON COMPANY INC</b>               |                 |            |                |                            |                           |        |                  |
| MC KINNON COMPANY INC                              | 130000660-2     | 07/14/2021 | 610-4810-62510 | Liquor for Resale          | BEER CREDIT TAKEN TWICE   |        | 13.06            |
| MC KINNON COMPANY INC                              | 577129-2        | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER CREDIT TAKEN TWICE   |        | 32.74            |
| MC KINNON COMPANY INC                              | 577383-2        | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER CREDIT TAKEN TWICE   |        | 27.61            |
| MC KINNON COMPANY INC                              | 584084          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER CREDIT               |        | -46.00           |
| MC KINNON COMPANY INC                              | 585635          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 72.00            |
| MC KINNON COMPANY INC                              | 594727          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 40.00            |
| MC KINNON COMPANY INC                              | 610162          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 10,827.30        |
| MC KINNON COMPANY INC                              | 610162          | 07/14/2021 | 610-4810-62530 | Wine for Resale            | WINE PURCHASE             |        | 192.00           |
| MC KINNON COMPANY INC                              | 610162          | 07/14/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | BEER PURCHASE             |        | 156.60           |
| MC KINNON COMPANY INC                              | 610172          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | beer credit               |        | -46.03           |
| MC KINNON COMPANY INC                              | 610173          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 3,926.08         |
| MC KINNON COMPANY INC                              | 610880          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 1,960.00         |
| MC KINNON COMPANY INC                              | 611043          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 8,318.85         |
| MC KINNON COMPANY INC                              | 611278          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 14,175.32        |
| MC KINNON COMPANY INC                              | 611278          | 07/14/2021 | 610-4810-62530 | Wine for Resale            | WINE PURCHASE             |        | 881.40           |
| MC KINNON COMPANY INC                              | 611431          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 267.20           |
| MC KINNON COMPANY INC                              | 83550 02017021  | 07/14/2021 | 610-4810-62520 | Beer for Resale            | REVERSE DUPL PYMT INV 5   |        | -4,228.60        |
| <b>Vendor MC KINNON COMPANY INC Total:</b>         |                 |            |                |                            |                           |        | <b>36,569.53</b> |
| <b>Vendor: MPOWER TECHNOLOGIES INC</b>             |                 |            |                |                            |                           |        |                  |
| MPOWER TECHNOLOGIES I                              | 4390            | 07/14/2021 | 690-4890-63030 | Contracts Expense          | ANNUAL MAINTENANCE - S    |        | 8,700.00         |
| MPOWER TECHNOLOGIES I                              | 4414            | 07/14/2021 | 690-4890-63030 | Contracts Expense          | CUSTOMER SRVC/SUPPORT     |        | 1,500.00         |
| <b>Vendor MPOWER TECHNOLOGIES INC Total:</b>       |                 |            |                |                            |                           |        | <b>10,200.00</b> |
| <b>Vendor: NORTHWEST BEVERAGE INC</b>              |                 |            |                |                            |                           |        |                  |
| NORTHWEST BEVERAGE IN                              | 134798          | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 29,985.15        |
| NORTHWEST BEVERAGE IN                              | 134798          | 07/14/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX CREDIT                |        | -30.00           |

## Council Approval Register

Packet: APPKT00093 - 07/14/21 DIRECT PAYABLES

| Vendor Name                                         | Payable Number | Post Date  | Account Number | Account Name               | Description (Item)        | (None) | Amount            |
|-----------------------------------------------------|----------------|------------|----------------|----------------------------|---------------------------|--------|-------------------|
| NORTHWEST BEVERAGE IN                               | 134821         | 07/14/2021 | 610-4810-62510 | Liquor for Resale          | LIQUOR PURCHASE           |        | 302.40            |
| NORTHWEST BEVERAGE IN                               | 134821         | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 4,916.50          |
| NORTHWEST BEVERAGE IN                               | 134881         | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 23,410.65         |
| NORTHWEST BEVERAGE IN                               | 134881         | 07/14/2021 | 610-4810-62540 | Soft Drinks/Mix for Resale | MIX CREDIT                |        | -30.00            |
| NORTHWEST BEVERAGE IN                               | 134904         | 07/14/2021 | 610-4810-62520 | Beer for Resale            | BEER PURCHASE             |        | 12,275.40         |
| <b>Vendor NORTHWEST BEVERAGE INC Total:</b>         |                |            |                |                            |                           |        | <b>70,830.10</b>  |
| <b>Vendor: RED LAKE ELECTRIC COOP INC</b>           |                |            |                |                            |                           |        |                   |
| RED LAKE ELECTRIC COOP I                            | JUNE 2021      | 07/14/2021 | 680-4830-63890 | Utilities Expense          | ELECTRIC METER READING -  |        | 91.71             |
| <b>Vendor RED LAKE ELECTRIC COOP INC Total:</b>     |                |            |                |                            |                           |        | <b>91.71</b>      |
| <b>Vendor: TRACTOR SUPPLY CREDIT PLAN</b>           |                |            |                |                            |                           |        |                   |
| TRACTOR SUPPLY CREDIT PL                            | 167909         | 07/14/2021 | 100-4510-62240 | Department Maint & Repair  | STALL MATS - SWINGS       |        | 85.98             |
| TRACTOR SUPPLY CREDIT PL                            | 168037         | 07/14/2021 | 100-4510-62210 | Equipment Maint & Repair   | SUPPLIES - MOSQUITO FOG   |        | 61.96             |
| TRACTOR SUPPLY CREDIT PL                            | 58235          | 07/14/2021 | 100-4194-62990 | Misc. Operating Expense    | LOADING RAMPS - CITY TRK  |        | 169.99            |
| <b>Vendor TRACTOR SUPPLY CREDIT PLAN Total:</b>     |                |            |                |                            |                           |        | <b>317.93</b>     |
| <b>Vendor: VENUWORKS OF THIEF RIVER FALLS</b>       |                |            |                |                            |                           |        |                   |
| VENUWORKS OF THIEF RIVE                             | JUNE 2021      | 07/14/2021 | 630-4840-62990 | Misc. Operating Expense    | CREDIT CARD RECEIPTS - JU |        | 3,655.00          |
| <b>Vendor VENUWORKS OF THIEF RIVER FALLS Total:</b> |                |            |                |                            |                           |        | <b>3,655.00</b>   |
| <b>Vendor: VERIZON WIRELESS #486397938</b>          |                |            |                |                            |                           |        |                   |
| VERIZON WIRELESS #48639                             | 9883101218     | 07/14/2021 | 100-4210-63210 | Communication Expense      | MONTHLY ACCESS CHARGE     |        | 185.05            |
| <b>Vendor VERIZON WIRELESS #486397938 Total:</b>    |                |            |                |                            |                           |        | <b>185.05</b>     |
| <b>Vendor: YVONNE PEDERSON</b>                      |                |            |                |                            |                           |        |                   |
| YVONNE PEDERSON                                     | AUG 2021       | 07/14/2021 | 810-4820-61500 | Annuity Payments           | POLICE PENSION - AUG 202  |        | 990.89            |
| <b>Vendor YVONNE PEDERSON Total:</b>                |                |            |                |                            |                           |        | <b>990.89</b>     |
| <b>Grand Total:</b>                                 |                |            |                |                            |                           |        | <b>131,095.80</b> |

**Fund Summary**

| <b>Fund</b>                     | <b>Expense Amount</b> |
|---------------------------------|-----------------------|
| 100 - GENERAL FUND              | 532.73                |
| 610 - LIQUOR DISPENSARY         | 115,603.30            |
| 630 - ARENAS - VENUWORKS        | 3,655.00              |
| 680 - WASTEWATER UTILITY FUND   | 91.71                 |
| 690 - ELECTRIC UTILITY FUND     | 10,222.17             |
| 810 - POLICE RELIEF ASSOCIATION | 990.89                |
| <b>Grand Total:</b>             | <b>131,095.80</b>     |

**Account Summary**

| Account Number | Account Name              | Expense Amount |
|----------------|---------------------------|----------------|
| 100-4194-62990 | Misc. Operating Expense   | 169.99         |
| 100-4210-63210 | Communication Expense     | 185.05         |
| 100-4510-62210 | Equipment Maint & Rep     | 61.96          |
| 100-4510-62240 | Department Maint & Re     | 85.98          |
| 100-4670-63060 | Credit Card Fees          | 29.75          |
| 610-4810-62510 | Liquor for Resale         | 315.46         |
| 610-4810-62520 | Beer for Resale           | 105,914.17     |
| 610-4810-62530 | Wine for Resale           | 1,073.40       |
| 610-4810-62540 | Soft Drinks/Mix for Resal | 96.60          |
| 610-4890-63060 | Credit Card Fees          | 8,203.67       |
| 630-4840-62990 | Misc. Operating Expense   | 3,655.00       |
| 680-4830-63890 | Utilities Expense         | 91.71          |
| 690-4840-62990 | Misc. Operating Expense   | 17.17          |
| 690-4890-63030 | Contracts Expense         | 10,200.00      |
| 690-4890-63060 | Credit Card Fees          | 5.00           |
| 810-4820-61500 | Annuity Payments          | 990.89         |
| Grand Total:   |                           | 131,095.80     |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> |
|----------------------------|-----------------------|
| **None**                   | 131,095.80            |
| <b>Grand Total:</b>        | <b>131,095.80</b>     |





City of Thief River Falls, MN

# Council Approval Register

Packet: APPKT00087 - 06/30/2021 DIRECT PAYABLE - UTILITY BILLS

| Vendor Name                            | Payable Number          | Post Date  | Account Number | Account Name               | Description (Item)         | (None) | Amount           |
|----------------------------------------|-------------------------|------------|----------------|----------------------------|----------------------------|--------|------------------|
| <b>Vendor: MN DPT OF REVENUE</b>       |                         |            |                |                            |                            |        |                  |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 100-20220      | Sales Tax Payable          | SALES TAX - MAY 2021       |        | 9,697.43         |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 100-4315-62210 | Equipment Maint & Repair   | SALES TAX - MAY 2021       |        | 2.44             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 100-4315-62230 | Building Maint & Repair    | SALES TAX - MAY 2021       |        | 4.71             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 100-4315-62880 | Personal Protective Equipm | SALES TAX - MAY 2021       |        | 4.99             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 620-20220      | Sales Tax Payable          | SALES TAX - MAY 2021       |        | 120.94           |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-14100      | Inventory - Materials      | SALES TAX - MAY 2021       |        | 1,551.20         |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-20220      | Sales Tax Payable          | SALES TAX - MAY 2021       |        | 73,095.86        |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4840-62010 | Office Supplies            | SALES TAX - MAY 2021       |        | 4.12             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4840-62880 | Personal Protective Equipm | SALES TAX - MAY 2021       |        | 29.07            |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4840-62990 | Misc. Operating Expense    | SALES TAX - MAY 2021       |        | 5.16             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4850-62210 | Equipment Maint & Repair   | SALES TAX - MAY 2021       |        | 222.28           |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4850-62350 | Power Plant/Dam Maint      | SALES TAX - MAY 2021       |        | 137.52           |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4850-62360 | Distribution Maint         | SALES TAX - MAY 2021       |        | 0.84             |
| MN DPT OF REVENUE                      | MAY 2021 SALES TAX      | 06/30/2021 | 690-4890-63030 | Contracts Expense          | SALES TAX - MAY 2021       |        | 3.44             |
| <b>Vendor MN DPT OF REVENUE Total:</b> |                         |            |                |                            |                            |        | <b>84,880.00</b> |
| <b>Vendor: U S POSTMASTER</b>          |                         |            |                |                            |                            |        |                  |
| U S POSTMASTER                         | JULY 2021 BILLS POSTAGE | 06/30/2021 | 100-4315-62010 | Office Supplies            | POSTAGE - JUL UTILITY BILL |        | 308.86           |
| U S POSTMASTER                         | JULY 2021 BILLS POSTAGE | 06/30/2021 | 620-4840-62010 | Office Supplies            | POSTAGE - JUL UTILITY BILL |        | 720.68           |
| U S POSTMASTER                         | JULY 2021 BILLS POSTAGE | 06/30/2021 | 680-4840-62010 | Office Supplies            | POSTAGE - JUL UTILITY BILL |        | 205.91           |
| U S POSTMASTER                         | JULY 2021 BILLS POSTAGE | 06/30/2021 | 690-4840-62010 | Office Supplies            | POSTAGE - JUL UTILITY BILL |        | 823.64           |
| <b>Vendor U S POSTMASTER Total:</b>    |                         |            |                |                            |                            |        | <b>2,059.09</b>  |
| <b>Grand Total:</b>                    |                         |            |                |                            |                            |        | <b>86,939.09</b> |

## Fund Summary

| Fund                          | Expense Amount   |
|-------------------------------|------------------|
| 100 - GENERAL FUND            | 10,018.43        |
| 620 - WATER UTILITY FUND      | 841.62           |
| 680 - WASTEWATER UTILITY FUND | 205.91           |
| 690 - ELECTRIC UTILITY FUND   | 75,873.13        |
| <b>Grand Total:</b>           | <b>86,939.09</b> |

## Account Summary

| Account Number | Account Name             | Expense Amount |
|----------------|--------------------------|----------------|
| 100-20220      | Sales Tax Payable        | 9,697.43       |
| 100-4315-62010 | Office Supplies          | 308.86         |
| 100-4315-62210 | Equipment Maint & Rep    | 2.44           |
| 100-4315-62230 | Building Maint & Repair  | 4.71           |
| 100-4315-62880 | Personal Protective Equi | 4.99           |
| 620-20220      | Sales Tax Payable        | 120.94         |
| 620-4840-62010 | Office Supplies          | 720.68         |
| 680-4840-62010 | Office Supplies          | 205.91         |
| 690-14100      | Inventory - Materials    | 1,551.20       |
| 690-20220      | Sales Tax Payable        | 73,095.86      |
| 690-4840-62010 | Office Supplies          | 827.76         |
| 690-4840-62880 | Personal Protective Equi | 29.07          |
| 690-4840-62990 | Misc. Operating Expense  | 5.16           |
| 690-4850-62210 | Equipment Maint & Rep    | 222.28         |
| 690-4850-62350 | Power Plant/Dam Maint    | 137.52         |
| 690-4850-62360 | Distribution Maint       | 0.84           |
| 690-4890-63030 | Contracts Expense        | 3.44           |
| Grand Total:   |                          | 86,939.09      |

## Project Account Summary

| Project Account Key | Expense Amount   |
|---------------------|------------------|
| **None**            | 86,939.09        |
| <b>Grand Total:</b> | <b>86,939.09</b> |



City of Thief River Falls, MN

# Refund Check Register

## Refund Check Detail

UBPKT00045 - Refunds 01 UBPKT00043 Regular

| Account           | Name                   | Date     | Check #                | Amount   | Code | Receipt | Amount | Type                   |
|-------------------|------------------------|----------|------------------------|----------|------|---------|--------|------------------------|
| 02-00093-008      | ENGEN, EMILY P         | 7/6/2021 | 84542                  | 100.65   |      |         | 100.65 | Generated From Billing |
| 04-04802-000      | HOLMES, KIM H          | 7/6/2021 | 84543                  | 133.63   |      |         | 133.63 | Generated From Billing |
| 09-01155-001      | BROWN GOODRUM, LINDA V | 7/6/2021 | 84544                  | 321.39   |      |         | 321.39 | Generated From Billing |
| 09-01203-002      | CEDERBERG, JESSICA K   | 7/6/2021 | 84545                  | 171.29   |      |         | 171.29 | Generated From Billing |
| 16-01945-000      | VENNES, STEVEN J       | 7/6/2021 | 84546                  | 119.00   |      |         | 119.00 | Generated From Billing |
| 17-02227-002      | FOTY, CHRISTOPHER A    | 7/6/2021 | 84547                  | 155.14   |      |         | 155.14 | Generated From Billing |
| 18-02324-000      | DOBSON, GARY L         | 7/6/2021 | 84548                  | 570.26   |      |         | 570.26 | Generated From Billing |
| 20-02718-003      | COPELAND, DEBORAH A    | 7/6/2021 | 84549                  | 360.48   |      |         | 360.48 | Generated From Billing |
| 20-02736-003      | COOPER, VALENCIA M     | 7/6/2021 | 84550                  | 46.19    |      |         | 46.19  | Generated From Billing |
| 23-03132-003      | HAIBY, ANDREW JV       | 7/6/2021 | 84551                  | 208.03   |      |         | 208.03 | Generated From Billing |
| 23-03160-012      | ESTES, TRENTON D       | 7/6/2021 | 84552                  | 280.85   |      |         | 280.85 | Generated From Billing |
| 24-04764-039      | GARCIA, JAVIER         | 7/6/2021 | 84553                  | 132.49   |      |         | 132.49 | Generated From Billing |
| 26-04939-007      | BUSTER, TYLER J        | 7/6/2021 | 84554                  | 176.06   |      |         | 176.06 | Generated From Billing |
| 26-04951-004      | WERTHMAN, JASON A      | 7/6/2021 | 84555                  | 178.63   |      |         | 178.63 | Generated From Billing |
| 26-04955-002      | KLUENDER, RYLAN D      | 7/6/2021 | 84556                  | 106.58   |      |         | 106.58 | Generated From Billing |
| 26-05143-005      | JONES, CORY M          | 7/6/2021 | 84557                  | 132.73   |      |         | 132.73 | Generated From Billing |
| 28-04101-002      | NICKABOINE, TASHIA E   | 7/6/2021 | 84558                  | 439.03   |      |         | 439.03 | Generated From Billing |
| Total Refunds: 17 |                        |          | Total Refunded Amount: | 3,632.43 |      |         |        |                        |

## Revenue Code Summary

| Revenue Code            | Amount  |
|-------------------------|---------|
| 996 - UNAPPLIED CREDITS | 3632.43 |
| Revenue Total:          | 3632.43 |

## General Ledger Distribution

Posting Date: 07/06/2021

| Account Number                           | Account Name               | Posting Amount | IFT |
|------------------------------------------|----------------------------|----------------|-----|
| <b>Fund: 690 - ELECTRIC UTILITY FUND</b> |                            |                |     |
| 690-10101                                | Cash & Investments         | -3,632.43      | Yes |
| 690-11530                                | Accts Receivalbe - Billing | 3,632.43       |     |
| <b>690 Total:</b>                        |                            | 0.00           |     |
| <b>Fund: 999 - POOL CASH FUND</b>        |                            |                |     |
| 999-10101                                | Pooled Cash & Investments  | -3,632.43      |     |

General Ledger Distribution

Posting Date: 07/06/2021

| Account Number      | Account Name       | Posting Amount | IFT |
|---------------------|--------------------|----------------|-----|
| 999-20700           | Due To Other Funds | 3,632.43       | Yes |
| 999 Total:          |                    | 0.00           |     |
| Distribution Total: |                    | 0.00           |     |



# 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:** 7/20/2021

**SUBJECT:** Approval of Temporary On Sale Intoxicating Liquor License to VFW Post 2793

**RECOMMENDATION:** By the City Council, to accept the Public Safety/Liquor Committee recommendation:

**MOTION TO:** To grant a Temporary On Sale Intoxicating Liquor License to VFW Post 2793.

**BACKGROUND:**

**KEY ISSUES:**

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:**

**ATTACHMENTS:**

|    |                                                                             |
|----|-----------------------------------------------------------------------------|
| 1. | On Sale Intoxicating Liquor License – VFW Post 2793 – 7 30 2107092021090349 |
|----|-----------------------------------------------------------------------------|





## CITY OF THIEF RIVER FALLS

### On-Sale Intoxicating Liquor License Application Addendum \*\*\*\*TEMPORARY\*\*\*\*

- ☒ Attach a detailed drawing of the outside premises
- ☒ Applicant must submit a Certificate of Insurance specifically adding the approved outside premises to the applicant's liquor liability coverage.

VFW Post 2793

LICENSEE NAME (Corp, Partnership, Individual)

123 N. HORACE AVE TRF, MN 56701

LICENSEE ADDRESS (Street, City, State, Zip)

VFW Post 2793

BUSINESS NAME/TRADE NAME

681-1211

BUSINESS PHONE

218-443-2863

HOME PHONE

123 N. HORACE AVE TRF, MN 56701

BUSINESS ADDRESS

DATE OF EVENT: 7-30-21

HOURS: 8pm - 12AM

I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge. I will notify the City of Thief River Falls immediately should any of the information in this application change. I further acknowledge that the falsification of any information contained in this application or willful omission will be cause for denial of the license or for revocation of a license which has been issued.

SIGNATURE OF APPLICANT

CDR

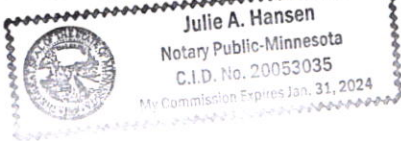
TITLE

7/8/21

DATE

[illegible]

On this 8<sup>th</sup> day of July 2021, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.



*Julie A. Hansen*  
Notary Public

SIGNATURE OF APPLICANT

TITLE

DATE \_\_\_\_\_

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.

Notary Public

N →

N. Lebrue

2nd ST E

VFW

PARKING LOT  
FENCED AREA

Enter  
Exit

1st ST E

HORACE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

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).

|                                                                                                          |  |                                                                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>North Risk Partners - Insurance Advisors<br>PO Box 64016<br><br>St Paul MN 55164-0016 |  | <b>CONTACT NAME:</b> Peggy Pierskalla<br><b>PHONE (A/C, No, Ext):</b> (763) 536-8006<br><b>FAX (A/C, No):</b> 763-398-4060<br><b>E-MAIL ADDRESS:</b> peggy.pierskalla@northriskpartners.com |  |
|                                                                                                          |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                        |  |
|                                                                                                          |  | <b>INSURER A:</b> Integrity Mutual Ins Co                                                                                                                                                   |  |
|                                                                                                          |  | <b>INSURER B:</b> Security National                                                                                                                                                         |  |
|                                                                                                          |  | <b>INSURER C:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER D:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER E:</b>                                                                                                                                                                           |  |
|                                                                                                          |  | <b>INSURER F:</b>                                                                                                                                                                           |  |

**COVERAGES****CERTIFICATE NUMBER:** CL19111300017**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        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Business Owners<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                       |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                            |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/> N / A                                                                                                         |           |          | SWC1266906    | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.I. EACH ACCIDENT \$ 100,000<br>E.I. DISEASE - EA EMPLOYEE \$ 100,000<br>E.I. DISEASE - POLICY LIMIT \$ 500,000                                            |
| A        | Liquor Liability                                                                                                                                                                                                                                                                                                                              |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | Aggregate \$1,000,000<br>Each Common Cause \$1,000,000                                                                                                                                                                                         |

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

VFW Club  
Location Address: 123 N Horace Ave Thief River Falls, MN 56701  
Department of Minnesota Veterans of Foreign Wars is listed as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                          |                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department of Minnesota Veterans of Foreign Wars Rice St Station<br>PO Box 17146<br><br>St Paul MN 55117 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## CITY OF THIEF RIVER FALLS

### On-Sale Intoxicating Liquor License Application Addendum \*\*\*\*TEMPORARY\*\*\*\*

- ☒ Attach a detailed drawing of the outside premises
- ☒ Applicant must submit a Certificate of Insurance specifically adding the approved outside premises to the applicant's liquor liability coverage.

VFW Post 2793  
LICENSEE NAME (Corp, Partnership, Individual)

123 N. Horne Ave TRF, MN 56701  
LICENSEE ADDRESS (Street, City, State, Zip)

VFW Post 2793 681-1211 218-443-2863  
BUSINESS NAME/TRADE NAME BUSINESS PHONE HOME PHONE

123 N. Horne TRF, MN 56701  
BUSINESS ADDRESS

DATE OF EVENT: 8.12.21 HOURS: 6pm - 10pm

I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge. I will notify the City of Thief River Falls immediately should any of the information in this application change. I further acknowledge that the falsification of any information contained in this application or willful omission will be cause for denial of the license or for revocation of a license which has been issued.

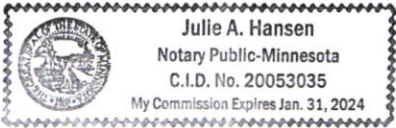
[Signature]  
SIGNATURE OF APPLICANT

CDR  
TITLE

7/8/21  
DATE

[illegible]

On this 8<sup>th</sup> day of July, 2021, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.



*Julie G Hansen*  
Notary Public

SIGNATURE OF APPLICANT

TITLE

DATE \_\_\_\_\_

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.

Notary Public



N →

N. Labree

2nd ST E

VFW

1st ST E

PARKING LOT FENCED AREA

Enter  
Exit

HORACE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

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|                                                                                                          |  |                                                                                                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>North Risk Partners - Insurance Advisors<br>PO Box 64016<br><br>St Paul MN 55164-0016 |  | <b>CONTACT NAME:</b> Peggy Pierskalla<br><b>PHONE (A/C, No, Ext):</b> (763) 536-8006<br><b>E-MAIL ADDRESS:</b> peggy.pierskalla@northriskpartners.com<br><b>FAX (A/C, No):</b> 763-398-4060                  |  |
| <b>INSURED</b><br>VFW Post # 2793<br>PO Box 503<br><br>Thief River Falls MN 56701                        |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Integrity Mutual Ins Co<br><b>INSURER B:</b> Security National<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                          |  | <b>NAIC #</b><br>14303<br>19879                                                                                                                                                                              |  |

**COVERAGES****CERTIFICATE NUMBER:** CL19111300017**REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/>                                                                                                               | N/A       |          | SWC1266906    | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |
| A        | Liquor Liability                                                                                                                                                                                                                                                                                                                              |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | Aggregate \$1,000,000<br>Each Common Cause \$1,000,000                                                                                                                                                                                         |

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

VFW Club  
Location Address: 123 N Horace Ave Thief River Falls, MN 56701  
Department of Minnesota Veterans of Foreign Wars is listed as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

Department of Minnesota Veterans of Foreign Wars Rice St Station  
PO Box 17146

St Paul

MN 55117

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CITY OF THIEF RIVER FALLS

### On-Sale Intoxicating Liquor License Application Addendum \*\*\*\*TEMPORARY\*\*\*\*

- ☒ Attach a detailed drawing of the outside premises
- ☒ Applicant must submit a Certificate of Insurance specifically adding the approved outside premises to the applicant's liquor liability coverage.

VFW Post 2793  
LICENSEE NAME (Corp, Partnership, Individual)

123 N. HORACE AVE TRF, MN 56701  
LICENSEE ADDRESS (Street, City, State, Zip)

VFW Post 2793 681-1211 218-443-2863  
BUSINESS NAME/TRADE NAME BUSINESS PHONE HOME PHONE

123 N. HORACE AVE TRF, MN 56701  
BUSINESS ADDRESS

DATE OF EVENT: 8-20-21 HOURS: 8pm - 12AM

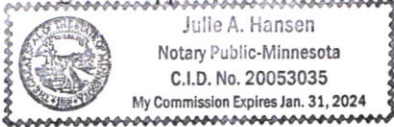
I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge. I will notify the City of Thief River Falls immediately should any of the information in this application change. I further acknowledge that the falsification of any information contained in this application or willful omission will be cause for denial of the license or for revocation of a license which has been issued.

[Signature] CDR 7/8/21  
SIGNATURE OF APPLICANT TITLE DATE



STATE OF MINNESOTA )  
COUNTY OF PENNINGTON) SS

On this 8<sup>th</sup> day of July 2021, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.



*Julie G. Hansen*  
Notary Public

SIGNATURE OF APPLICANT

TITLE

DATE \_\_\_\_\_

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.

Notary Public

↑ N

2nd ST E

VFW

Enter  
Exit

PARKING LOT FENCED AREA

1st ST E

HOVAGE

N. Lebrun





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2019

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|                                                                                                          |  |                                                                                                                                                                        |  |
|----------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>North Risk Partners - Insurance Advisors<br>PO Box 64016<br><br>St Paul MN 55164-0016 |  | <b>CONTACT</b><br>NAME: Peggy Pierskalla<br>PHONE (A/C, No, Ext): (763) 536-8006 FAX (A/C, No): 763-398-4060<br>E-MAIL ADDRESS: peggy.pierskalla@northriskpartners.com |  |
| <b>INSURED</b><br>VFW Post # 2793<br>PO Box 503<br><br>Thief River Falls MN 56701                        |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Integrity Mutual Ins Co<br>INSURER B: Security National<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:     |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL19111300017 **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Business Owners<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 1,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                        |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                           |           | N/A      | SWC1266906    | 01/01/2020              | 01/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |
| A        | Liquor Liability                                                                                                                                                                                                                                                                                                                                                       |           |          | BP 2617774    | 01/01/2020              | 01/01/2021              | Aggregate \$1,000,000<br>Each Common Cause \$1,000,000                                                                                                                                                                                         |

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

VFW Club  
Location Address: 123 N Horace Ave Thief River Falls, MN 56701  
Department of Minnesota Veterans of Foreign Wars is listed as additional insured

## CERTIFICATE HOLDER

Department of Minnesota Veterans of Foreign Wars Rice St Station  
PO Box 17146

St Paul

MN 55117

## 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





# PARTY BY THE TANK

## AMERICAN LEGION POST 117

Thief River Falls

*Across from the Fairgrounds*

**9:30 pm to 12:30 am**

**Friday & Saturday, July 16-17**

# KROME



*Krome has been playing locally for over 25 years. They play a variety of music from old country to rock and roll and have even recorded a few of their own albums. The band members grew up in the Viking area.*







## CITY OF THIEF RIVER FALLS

### On-Sale Intoxicating Liquor License Application Addendum \*\*\*\*TEMPORARY\*\*\*\*

- ☒ Attach a detailed drawing of the outside premises
- ☒ Applicant must submit a Certificate of Insurance specifically adding the approved outside premises to the applicant's liquor liability coverage.

Ecklund-Holmstrom American Legion Post 117

LICENSEE NAME (Corp, Partnership, Individual)

324 Brooks Ave N. Thief River Falls. MN 56701

LICENSEE ADDRESS (Street, City, State, Zip)

American Legion Post 117

218-681-1341

BUSINESS NAME/TRADE NAME

BUSINESS PHONE

HOME PHONE

324 Brooks Ave N.

BUSINESS ADDRESS

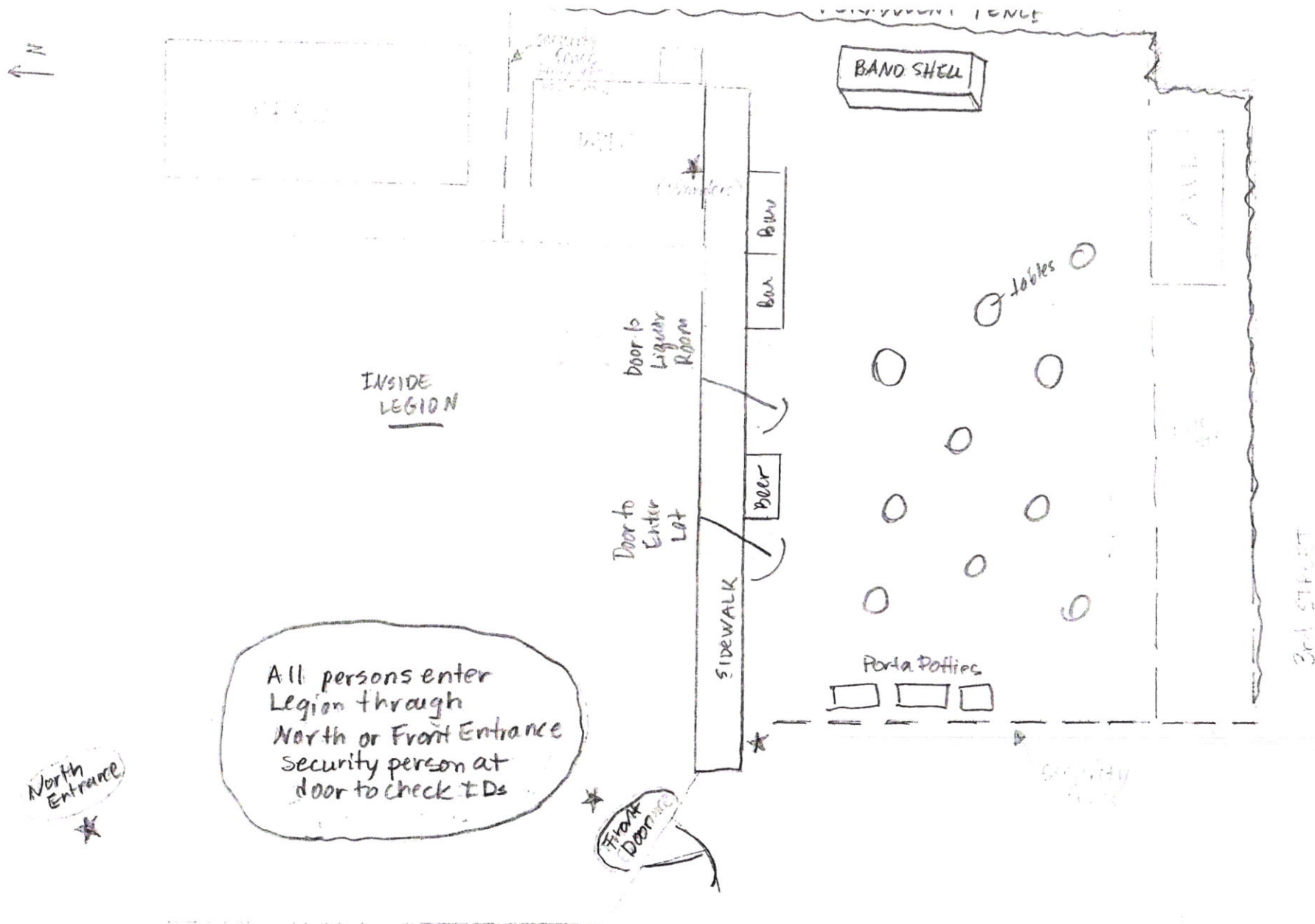
DATE OF EVENT: July 16 & 27, 2021

HOURS: 9:30 PM to 1:00 AM

I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge. I will notify the City of Thief River Falls immediately should any of the information in this application change. I further acknowledge that the falsification of any information contained in this application or willful omission will be cause for denial of the license or for revocation of a license which has been issued.

Wendy J. Mattson Manager  
SIGNATURE OF APPLICANT TITLE

July 8, 2021  
DATE



★ Security persons

RENTING COUNTY FAIR  
AFTER 5:00 PM 10/10/11

# Coverages Applying to All Business Locations

## Businessowners Section I Property Deductibles

Basic Deductible: \$1,000

Optional Coverage/Glass Deductible: \$500, unless specified elsewhere in this policy.

## Businessowners Section II Liability Coverage

Except for Damage to Premises Rented to You, each paid claim under SECTION II, LIABILITY of the Businessowners Coverage Form reduces the amount of insurance we provide during the applicable annual period. Refer to SECTION II, D. Liability And Medical Expenses Limits of Insurance and limits shown below.

| Coverages                                                                                                                        | Limits of Insurance                                  | Advance Premium      |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------------|
| Liability Limit                                                                                                                  | \$1,000,000 each occurrence<br>\$2,000,000 aggregate |                      |
| Products/Completed Operations                                                                                                    | \$2,000,000 aggregate                                |                      |
| Personal & Advertising Injury                                                                                                    | Included in Policy                                   |                      |
| Medical Expenses                                                                                                                 | \$1,000 per person                                   |                      |
| Damage to Premises Rented to You                                                                                                 | \$100,000<br>any one fire or explosion               |                      |
| Employee Dishonesty<br>Provided by BP 85<br>Increase in Coverage<br>Total Coverage                                               | \$10,000<br>\$15,000<br>\$25,000                     | Included<br>\$100.00 |
| Hired Auto and Non-Owned Auto<br>(BP 04 04)                                                                                      |                                                      | \$163.00             |
| Employment Practices Liability -<br>Incl. Third Party (BP 181)<br>Deductible: \$2,500 each claim<br>Retroactive Date: 01/01/2020 | \$100,000 aggregate<br>\$50,000 each claim           | \$508.00             |
| Businessowners Restaurant Choice<br>(BP 85)                                                                                      | Refer to Endorsement                                 | \$257.00             |
| Cyber Coverage - (CC 10)                                                                                                         | Refer to Endorsement                                 | \$158.00             |



# Integrity Insurance Company

## Policy Schedule

### Described Premises

### Location

Premises:  
0001

Building  
001

324 BROOKS AVE N  
THIEF RIVER FALLS MN

56701

### Coverages Applying to This Business Location

| Coverages                                                     | Limits of Insurance     | Advance Premium |
|---------------------------------------------------------------|-------------------------|-----------------|
| Building                                                      | \$1,094,000             | \$3,859.00      |
| Automatic Increase 4.0%                                       |                         |                 |
| Business Personal Property - Replacement Cost                 | \$145,000               | \$1,496.00      |
| Liability & Medical Expenses<br>09500 Fraternal Organizations |                         | Included        |
| Business Income (Up to 12 Months - Actual Loss Sustained)     | Refer to BP 00 03       | Included        |
| Money and Securities                                          |                         | \$149.00        |
| Inside the Premises                                           |                         |                 |
| Provided by BP 85                                             | \$10,000                | Included        |
| Increase in Coverage                                          | \$15,000                |                 |
| Total Inside the Premises                                     | \$25,000                |                 |
| Outside the Premises                                          |                         |                 |
| Provided by BP 85                                             | \$5,000                 | Included        |
| Increase in Coverage                                          | \$20,000                |                 |
| Total Outside the Premises                                    | \$25,000                |                 |
| Food Contamination (BP 04 31)                                 | \$15,000                | \$90.00         |
| Additional Advertising Expense                                | \$3,000                 | Included        |
| Liquor Liability Coverage<br>(BP 14 59)                       | Refer to BP 14 59       |                 |
| (Sales) \$400,000                                             |                         | \$1,839.00      |
| Ordinance Or Law Coverage<br>(BP 04 46)                       |                         | \$656.00        |
| Coverage 1 applies                                            |                         |                 |
| Business Income and Extra Expense                             | 0 Hour Waiting Period   | Included        |
| Equipment Breakdown (BP 173)                                  |                         |                 |
| Building                                                      | Incl. in Building limit | \$276.00        |
| Business Personal Property                                    | Incl. in BPP limit      | \$37.00         |

Named Insured: AMERICAN LEGION POST 117  
Policy Number: BP 2798496

BP241 (10-2004)

INSURED COPY

Page 3

BPPOL3B

Page 60 of 155

# Integrity Insurance Company

## Policy Schedule

### Described Premises

### Location

Premises:  
0001

Building  
002

324 BROOKS AVE N  
THIEF RIVER FALLS MN

56701

### Coverages Applying to This Business Location

| Coverages                                                     | Limits of Insurance     | Advance Premium |
|---------------------------------------------------------------|-------------------------|-----------------|
| Building                                                      | \$20,000                | \$53.00         |
| Automatic Increase 4.0%                                       |                         |                 |
| Business Personal Property - Replacement Cost                 | \$3,000                 | \$28.00         |
| Liability & Medical Expenses<br>09500 Fraternal Organizations |                         | Included        |
| Business Income (Up to 12 Months - Actual Loss Sustained)     | Refer to BP 00 03       | Included        |
| Ordinance Or Law Coverage<br>(BP 04 46)<br>Coverage 1 applies |                         | \$9.00          |
| Business Income and Extra Expense                             | 0 Hour Waiting Period   | Included        |
| Equipment Breakdown (BP 173)                                  |                         |                 |
| Building                                                      | Incl. in Building limit | \$5.00          |
| Business Personal Property                                    | Incl. in BPP limit      | \$1.00          |

Named Insured: AMERICAN LEGION POST 117  
Policy Number: BP 2798496

BP241 (10-2004)

INSURED COPY

Page 4

BPPOL3B

Page 61 of 155

# Integrity Insurance Company

Except for towing, all physical damage loss is payable to you and the loss payee named as interests may appear at the time of loss.

## Item 6 - Other Interests

Unit #000 Certificate Holder  
CITY OF THIEF RIVER FALLS  
PO BOX 528  
THIEF RIVER FALLS WI 56701

Unit #000 Certificate Holder  
MN DEPT OF PUBLIC SAFETY  
ALCOHOL DIVISION  
445 MINNESOTA ST STE 1000  
ST PAUL MN 55101

Named Insured: AMERICAN LEGION POST 117

Policy No. BP 2798496

CA 241 (12-99)

page 5  
CAPOL41



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## MINNESOTA CHANGES - LIQUOR LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

|                                                                                                        | Limits Of Insurance |
|--------------------------------------------------------------------------------------------------------|---------------------|
| Aggregate Limit                                                                                        | \$ 1,000,000        |
| Each Common Cause Limit                                                                                | \$ 1,000,000        |
| Bodily Injury Common Cause Limit                                                                       | \$ 1,000,000        |
| Per Person Bodily Injury Limit                                                                         | \$ 1,000,000        |
| Loss Of Means Of Support Common Cause Limit                                                            | \$ 1,000,000        |
| Per Person Loss Of Means Of Support Limit                                                              | \$ 1,000,000        |
| Property Damage Common Cause Limit                                                                     | \$ 1,000,000        |
| Other Pecuniary Loss Common Cause Limit                                                                | \$ 1,000,000        |
| Per Person Other Pecuniary Loss Limit                                                                  | \$ 1,000,000        |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                     |

**Section II - Liability** is amended as follows:

**A.** The insurance provided under Paragraph **A.1. Business Liability** also applies to all "injury", including all "bodily injury", "property damage", loss of means of support and "other pecuniary loss", arising out of the selling, serving or furnishing of alcoholic beverages.

**B.** For the insurance provided by this endorsement only, Paragraph **B. Exclusions** is amended as follows:

1. Paragraph **1. Applicable To Business Liability Coverage**, other than Exclusions **a. Expected Or Intended Injury**, **d. Workers' Compensation And Similar Laws** and **e. Employer's Liability**, does not apply.

2. The following exclusions are added:

This insurance does not apply to:

a. Any "injury", including any "bodily injury", "property damage", loss of means of support or "other pecuniary loss", arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

b. Any "injury", including "bodily injury", "property damage", loss of means of support or "other pecuniary loss", arising out of "your product". This exclusion does not apply to "injury", including "bodily injury", "property damage", loss of means of support or "other pecuniary loss" for which the insured or the insured's indemnities may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

c. "Injury", including "bodily injury", "property damage", loss of means of support or "other pecuniary loss", with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the Limits of Insurance.





# CITY OF THIEF RIVER FALLS

## On-Sale Intoxicating Liquor License Application

City Code Section 111.001 – 111.086

Date of Application: 5-20-2021

Licensing Period: TBD

*Rec'd 7/8/21  
RO*

Rivers and Rails Brewing Company LLC  
LICENSEE NAME (Corp, Partnership, Individual)

5/20/2021  
DATE OF APPLICATION

324 2nd Street East, Thief River Falls, MN 56701  
LICENSEE ADDRESS (Street, City, State, Zip)

1.5 years  
LENGTH OF TIME AT THIS ADDRESS

Rivers and Rails Brewing  
BUSINESS NAME/TRADE NAME

612-462-0652  
BUSINESS PHONE HOME PHONE

324 2nd Street East, Thief River Falls, MN 56701  
BUSINESS ADDRESS

2500340582  
PARCEL # OF BUSINESS PROPERTY

ORIGINAL TOWNSITE OF THIEF RIV ALL THAT PART OF  
VACATED ATLANTIC AVENUE  
SO OF 2ND STREET NORTH  
LESS W 15.50' & LESS E 12.50'

BUSINESS PROPERTY LEGAL DESCRIPTION

844363746  
FEDERAL ID#

7329822  
STATE ID #

BUSINESS IS A: ☐ Hotel ☒ Restaurant ☐ Bowling Center ☐ Club/Veteran Organization

IF BUSINESS IS A RESTAURANT, state the restaurant seating capacity 120 interior + 66 exterior deck

IF BUSINESS IS A CLUB: state number of members \_\_\_\_\_  
years at business location \_\_\_\_\_

IF BUSINESS IS A HOTEL: state number of rooms \_\_\_\_\_  
restaurant seating capacity \_\_\_\_\_

IF THE APPLICANT IS A PARTNERSHIP, LLP, CORPORATION, OR LLC, COMPLETE THE FOLLOWING FOR EACH PARTNER/OFFICER:

|                               |                         |                   |                   |                                           |
|-------------------------------|-------------------------|-------------------|-------------------|-------------------------------------------|
| <u>Anton Bergee</u>           | <u>Business Officer</u> | <u>[REDACTED]</u> | <u>02-08-1983</u> | <u>12279 St Hwy 32 NE, TRF MN 56701</u>   |
| Full Name (First Middle Last) | Title                   | Social Security # | Date of Birth     | Address – Street/City/State/Zip           |
| <u>Melora Bergee</u>          | <u>Human Resources</u>  | <u>[REDACTED]</u> | <u>08-31-1985</u> | <u>12279 St Hwy 32 NE, TRF MN 56701</u>   |
| Full Name (First Middle Last) | Title                   | Social Security # | Date of Birth     | Address – Street/City/State/Zip           |
| <u>Jonny Artmann</u>          | <u>Brewmaster</u>       | <u>[REDACTED]</u> | <u>06-08-1988</u> | <u>1102 Oakland Park Rd, TRF MN 56701</u> |
| Full Name (First Middle Last) | Title                   | Social Security # | Date of Birth     | Address – Street/City/State/Zip           |
| <u>Janelle Artmann</u>        | <u>President</u>        | <u>[REDACTED]</u> | <u>12-08-1984</u> | <u>1102 Oakland Park Rd, TRF MN 56701</u> |
| Full Name (First Middle Last) | Title                   | Social Security # | Date of Birth     | Address – Street/City/State/Zip           |



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Are the applicants citizens of the United States? ☒ Yes ☐ No

Have any of the applicants ever been convicted of a felony, gross misdemeanor or misdemeanor, including violation of a municipal ordinance but excluding minor traffic violations? ☐ Yes ☒ No  
If yes, the date and place of conviction and nature of the offense \_\_\_\_\_

During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?  
☐ Yes ☒ No

Have any of the applicants in the prior 5 years been convicted of a willful violation of a federal or state law or local ordinance governing the manufacture, sale, distribution, or possession for sale or distribution of alcoholic beverages? ☐ Yes ☒ No

Have any of the applicants had an alcoholic beverage license revoked within the prior 5 years?  
☐ Yes ☒ No

Do any of the applicants hold a license from the Commissioner of MN as a manufacturer, brewer, or wholesaler of alcoholic beverages? ☐ Yes ☒ No currently in the application process

Are the taxes, assessments, or other financial claims against the property where the business is to be located paid to date with no delinquent balances due? ☒ Yes ☐ No

The applicants must provide proof of financial responsibility by providing a Certificate of Insurance in the amount specified by City Ordinance. Has this been provided? ☐ Yes ☒ No

APPLICANT'S OCCUPATIONS FOR PRIOR 3 YEARS: (If applicable, please complete for each officer or partner also. Use the back of this form if additional space is needed).

|         |                     |                        |                                       |              |
|---------|---------------------|------------------------|---------------------------------------|--------------|
| Jonny   | Digikey Electronics | Electronics Technician | 701 Brooks Ave, TRF MN 56701          | 800-344-4539 |
|         | Employer            | Occupation             | Address                               | Phone        |
| Janelle | NW Mental Health    | Mental Health Worker   | 603 Bruce Street, Crookston, MN 56716 | 218-281-3940 |
|         | Employer            | Occupation             | Address                               | Phone        |
| Melora  | Lincoln HS          | HS Guidance Counselor  | 101 Knight Ave S, TRF, MN 56701       | 218-681-7432 |
|         | Employer            | Occupation             | Address                               | Phone        |



APPLICANT'S OCCUPATIONS FOR PRIOR 3 YEARS: (If applicable, please complete for each officer or partner also. Use the back of this form if additional space is needed).

Anton

|                   |                    |                                |              |
|-------------------|--------------------|--------------------------------|--------------|
| Northland College | Assistant Director | 13892 Airport Rd, TRF MN 56701 | 218-683-8821 |
| Employer          | Occupation         | Address                        | Phone        |
| Employer          | Occupation         | Address                        | Phone        |
| Employer          | Occupation         | Address                        | Phone        |



Applicants will present this request to the City Administrator's Office who will forward the application to a Committee for review. An investigation by the Thief River Falls Police Division will be conducted and the findings presented to the Committee. The Committee will present their recommendation to the City Council for action. The City will forward the required applications/paperwork to the Minnesota Department of Public Safety.

Cost of the license is currently \$2,800 annually. An investigation fee of \$50.00 will be charged when the application is submitted. If the City determines that further investigation is necessary the City may charge an additional investigation fee in an amount established by State Statute.

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

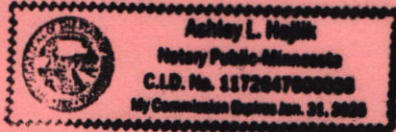
☒ Please check this box if you are also applying for the Sunday Liquor License. An additional fee of \$200 for an annual Sunday Liquor License will be due.

I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge; that I have received a copy of the City of Thief River Falls City Code as it relates to intoxicating liquor; and that I will notify the City of Thief River Falls within 30 days should any of the information in this application change. I further acknowledge that the falsification of any information contained in this application or willful omission will be cause for denial of the license or for revocation of a license which has been issued.

Alb Business Mgr 7/8/21  
SIGNATURE OF APPLICANT TITLE DATE

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF PENNINGTON)

On this 8th day of July, 2021, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.



Ashley L. Hejlik  
Notary Public

\_\_\_\_\_  
SIGNATURE OF APPLICANT TITLE DATE

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF PENNINGTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.

\_\_\_\_\_  
Notary Public



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# CITY OF THIEF RIVER FALLS

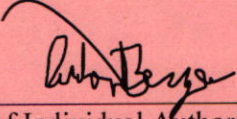
## CONSENT FOR THE RELEASE OF INFORMATION

In Accordance with MSA 13.05, Subd. 4(d)

I, Anton Bergee, authorize the Thief River Falls Police Division to release criminal history data, as defined by Minnesota Statute 13.87, Subd. 1 and driver's license and traffic record data to the City Administrator for the City of Thief River Falls and/or its agents and/or representatives. I understand that some of this data may be classified as private data under Minnesota Statutes and I hereby give my informed consent to the release of that private data by the Thief River Falls Police Division to the City Administrator of the City of Thief River Falls and/or its agents and/or representatives.

This consent for the release of data is for the purpose of obtaining a license with the City of Thief River Falls. This information cannot be used for any other purposes.

This authorization may be revoked in writing by me at any time and in no event will it be valid for more than one year from the date below.

  
Signature of Individual Authorizing Release

5/20/21  
Date

-----  
Please complete the following:

Full Name: Anton Jon Bergee  
FIRST FULL MIDDLE NAME LAST

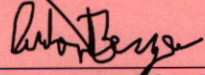
Date of Birth: 02-08-1983

Driver's License Number and State: z-806-234-083-514

Please list any other names you are or have been known by: \_\_\_\_\_

I certify that all statements by me on this form are true and complete. I understand that any false statements or omissions on this form shall be sufficient cause for rejection of my license application.

I hereby authorize the City of Thief River Falls to use this information to determine my suitability for obtaining a license.

  
Signature of Individual Authorizing Release

5/20/21  
Date



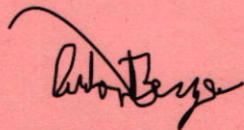
City of Thief River Falls

**TENNESSEN WARNING**

You are hereby advised, pursuant to Minnesota Statutes, Section 13.04, Subd. 2, that in order to complete the application necessary for licensing within this municipality, you may be required to supply certain private and/or confidential personal data to the City of Thief River Falls via the completed application form. This private and/or confidential personal data, in addition to all other information provided, will be used by employees of the City of Thief River Falls and the Thief River Falls City Council to determine whether or not the "license" may be granted as requested.

You have the right to refuse to supply any or all data requested, however, your application will not be processed unless all of the requested data is supplied. All data contained in the license application, along with any additional relevant data obtained by agents of the City of Thief River Falls pursuant to the processing of this licensing application, may be classified as public data, except for your social security number or other information stated to be private or confidential by Minnesota State Statutes.

*I have read the above warning and fully understand the consequences of filling out the attached application for license.*



\_\_\_\_\_  
Signature of Applicant

5/20/21

\_\_\_\_\_  
Date





# 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:** 7/20/2021

**SUBJECT:** Purchase of a monthly contract with MotionDSP for a Spotlight redaction app

**RECOMMENDATION:** It is respectfully requested that the Council consider the following Public Safety Committee recommendation:

**MOTION TO:** Approve the purchase of a video/audio redaction app by the police department.

**BACKGROUND:** The police department currently has all the elements in place for use of body cameras except for a redaction solution which is needed to fully manage recorded data.

**KEY ISSUES:** The company that furnishes the body camera systems for the TRF Police Department, Arbitrator, has indicated that their version of redaction software will potentially be available on July 31 of this year. However, this product has been late in the making and the police department wishes to move forward with use of body cameras. A product called Spotlight by MotionDSP will provide full redaction capabilities, is available on a month-to-month contract basis, and is licensed to a PD workstation to maintain security.

**FINANCIAL CONSIDERATIONS:** The Spotlight redaction product costs \$149 per month.

**LEGAL CONSIDERATION:** None.

**DEPARTMENT/RESPONSIBLE PERSON:** Marissa Adam, Chief of Police

**ATTACHMENTS:**

None





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---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** Satisfaction of Mortgage Deed Drew and Danae Torkelson

**RECOMMENDATION:** It is respectfully requested the council consider the following Northwest MN Multi-County Housing and Redevelopment Authority recommendation:

**MOTION TO:** Approval of Satisfaction of Mortgage Deed bearing the date May 20, 2019, made and executed Drew and Danae Torkelson, filed for record in the office of the County Recorder in and for the City of Thief River Falls and State of Minnesota and entered as Document Number 217247 on April 9, 2020, together with the lien provided is, with the indebtedness described in and secured by said Mortgage Deed, fully paid, discharged the same upon the record thereof. document Number 217247.

**BACKGROUND:**

**KEY ISSUES:**

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:**

**ATTACHMENTS:**

|    |                                     |
|----|-------------------------------------|
| 1. | Drew - Danae Torkelson Satisfaction |
|----|-------------------------------------|

**SATISFACTION OF MORTGAGE DEED**

STATE OF MINNESOTA     )  
                                          )ss  
COUNTY OF PENNINGTON )

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the **City of Thief River Falls**, a body corporate and politic of the State of Minnesota, having its principal office in **Pennington County**, for a valuable consideration, receipt of which is hereby acknowledged.

DOES HEREBY CERTIFY, That a certain Mortgage Deed, bearing the date May 20, 2019, made and executed **Drew and Danae Torkelson**, a married couple, as owners, the City of Thief River Falls, Minnesota, filed for record in the office of the County Recorder in and for the City of Thief River Falls and State of Minnesota and entered as **Document Number 217247** on **April 9, 2020**, together with the lien provided is, with the indebtedness described in and secured by said Mortgage Deed, fully paid, discharged the same upon the record thereof. **Document Number 217247**.

IN TESTIMONY WHEREOF, the said City of Thief River Falls, Minnesota caused these presents to be executed in its name by its Mayor and its City Clerk this 14<sup>th</sup> day of July, 2021.

X Brian Holmer

Mayor Brian Holmer

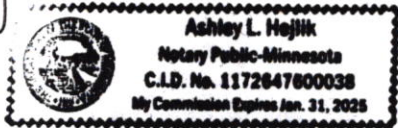
X Angela Papp

City Clerk

STATE OF MINNESOTA     )  
                                          )ss  
COUNTY OF PENNINGTON )

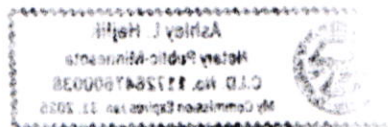
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July 2021 by, State of Minnesota and City of Thief River Falls, Pennington County, a body corporate and politic of the State of Minnesota.

Ashley L. Hejlik  
Notary Public



This Instrument was drafted by:

Northwest MN Multi-County Housing and Redevelopment Authority  
PO Box 128  
Mentor, MN 56736







**Main Office:**  
205 Garfield Ave.  
P.O. Box 128  
Mentor, MN 56736  
**Phone:** 218-637-2431  
**Fax:** 218-637-2433

**Satellite Office:**  
1708 River Road NW - Office  
East Grand Forks, MN 56721  
**Phone:** 218-773-2371  
**Fax:** 218-773-9331

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July 6, 2021

Mayor Brian Holmer  
PO Box 528  
Thief River Falls, MN 56701

Dear Mayor,

Enclosed is a loan satisfaction for Drew and Danae Torkelson, associated with document number 217247. Please sign and return to our office in the envelope provided.

Thank you,

*Kristi Thorfinnson  
Community Development Coordinator  
NW MN Multi-County HRA  
205 Garfield Ave.  
Mentor, MN 56736  
218-309-0057  
218-637-2433 fax*



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---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** Archive Social for Social Media Accounts

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

**MOTION TO:** Approve for the City of Thief River Falls Archive Social New Economy Software for up to 12 social media accounts for one year.

**BACKGROUND:** We presently have social media accounts for our police department, fire department, and a few council member's professional pages. Social media is considered public record and should comply with open record laws. If we receive a public request, we are required by law to be able to produce social media content. Social media archive software ensures our communications are saved so we can easily respond to record requests. This will help us comply with record-keeping regulations and mitigate the risk related to social media and include blocked senders.

**KEY ISSUES:** None.

**FINANCIAL CONSIDERATIONS:** \$2988.00 budgeted in 2021

**LEGAL CONSIDERATION:** None.

**DEPARTMENT/RESPONSIBLE PERSON:** Joanne Olson, Information Technology Specialist

**ATTACHMENTS:**

|    |                                             |
|----|---------------------------------------------|
| 1. | Why-Archive_v1_01 (1)                       |
| 2. | ArchiveSocial Pricing for Thief River Falls |

# Why Archive?

## FIVE FACTS FOR WHY YOU SHOULD BE ARCHIVING YOUR SOCIAL MEDIA WITH ARCHIVESOCIAL

### **1** SOCIAL MEDIA IS A PUBLIC RECORD

In all 50 states, social media is considered a public record, and agencies have an obligation to comply with open records laws.

See your state laws and info here: [bit.ly/PublicRecordLaw](https://bit.ly/PublicRecordLaw)

### **2** COMMENTS ARE CRITICAL

Open records laws maintain that you need to be able to produce social media records — both from your own content, but also from content your constituents create — in response to records requests.

### **3** RELYING ON SOCIAL NETWORKS IS FLAWED

The social networks were built to facilitate the online connection of billions of private citizens to one another. They are not built for, nor bound to, public records laws, and have no legal obligation to retain records.

### **4** “SCREENSHOTS” ARE NOT COMPLIANT

Manual processes are inefficient for both capture & searching, and often inadmissible in court. Challenges with frequency of capture, lost deleted/revised content, and no meta-data to prove the authenticity of records leave agencies with significant risk.

### **5** YOU WILL NEED TO PRODUCE RECORDS

You are required by law to be able to produce social media content if there is a public request for it. Having a system in place that captures all content and meta-data is the only way of ensuring compliance.

ArchiveSocial works with over 2,500 government and law enforcement agencies, school districts, and private companies to capture and archive information shared on social media. We help public and private agencies comply with record-keeping regulations and mitigate risk related to social media. By connecting directly to the social networks, we ensure complete, authentic and in-context records of social media communications.

To get started, please contact ArchiveSocial by phone or online.

 (888) 558-6032

 [www.ArchiveSocial.com/contact/](https://www.ArchiveSocial.com/contact/)





## ArchiveSocial Pricing

\*All plans include social media archiving, unlimited data storage, no service fees, and no overage fees

| Plan        | Records<br>(per month) | Accounts  | Features                      | Pricing/year |
|-------------|------------------------|-----------|-------------------------------|--------------|
| Old Economy | Up to 1000             | 10        |                               | \$2,388      |
| New Economy | Up to 1500             | 12        | Blocked Lists                 | \$2,988      |
| Standard    | Up to 3000             | Unlimited | Blocked Lists + Web Snapshots | \$4,788      |



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---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:**

**RECOMMENDATION:**

**MOTION TO:**

**BACKGROUND:**

**KEY ISSUES:** Summary of Performance Evaluation of  
Marissa Adam, Chief of Police

At the July 5, 2021 meeting of the City Council, the meeting was closed by the council to evaluate the job performance of Marissa Adam, Chief of Police. As required by Minnesota Statute 13D.05 Subd. 3 (a), at its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

The council conducted an evaluation of Chief Adam and as a summary of its conclusions, the council found that Chief Adam was performing exceptionally well. Her communication with the council and community were praised. She acts very professionally and is transparent with her department. Morale is high within the department and her leadership was praised. The council indicated that Chief Adam has found a good balance with the deputy chief and with her other officers. The only critique was a request to do more with campers and boats parked on the streets. Overall, the council indicated they were very pleased with Chief Adam's performance.

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:**

**ATTACHMENTS:**

None



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---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** EV Home Charging Stations

**RECOMMENDATION:** By the City Council, to accept the Public Utilities Committee Recommendation:

**MOTION TO:** To approve a \$7.00/month flat rate credit, no sub meter or meter charge, controlled with ripple for EV Home Charging Stations.

**BACKGROUND:** First request for a home charging station would be located on Taft Street. Home charger will be a class two charger. Meetings were conducted with NMPA (Dalene Monsebroten), PKM Electric and Cass County Electric to see what options were available to home owners with home charging stations. After the reviewing of several options it would be my recommendation to follow with Cass County Electric with a \$7.00 flat credit with no additional meters or meter charge. Note this credit would only apply for those who will be controlled by an EV rate. Ripple controlled by Minnkota Power during peak demand.

**KEY ISSUES:** As home EV charging stations become more prevalent the demand on the electric system has to be monitored closely to prevent overloads on transformers within the system.

**FINANCIAL CONSIDERATIONS:** The cost of a ripple control receiver estimated at \$125- \$150, on all new installations the affidavit cost would be included in the installation of the charging unit by Electrical Contractor.

**LEGAL CONSIDERATION:** None.

**DEPARTMENT/RESPONSIBLE PERSON:** Dale Narlock, Electric Superintendent

**ATTACHMENTS:**

None





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## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** Oxbow Restoration and Storm Water Treatment Project

**RECOMMENDATION:** It respectfully requested to consider approving the low bid from Spruce Valley Corporation for the Oxbow Restoration and Storm Water Treatment Project and using City Storm Water Utility Funds to complete the project.

**MOTION TO:** Approve Spruce Valley Corporation's low bid of \$597,272.00 for the Oxbow Restoration and Storm Water Treatment Project and the City of Thief River Falls contributing \$50,000 from the Storm Water Utility Fund.

**BACKGROUND:** The City of Thief River Falls has been planning and designing the Oxbow cleaning and restoration for about three years. The project was identified in the Storm Water assessment that was completed in 2018. With the Red Lake Watershed District as the lead agency, funding was sought from the Red River Watershed Management Board and the Board of Water and Soil Recourses.

**KEY ISSUES:** The Oxbow Storm Water channel has silted in after years of the Southeast quadrant of the City draining into it before entering the Red Lake River across from Hartz Park. The City's snow dump area also drains into the Oxbow. This project will clean the silt/debris, dead trees and cattails from the channel and create a pool for Storm Water treatment. Also, two cyclone separator manholes will be installed for debris removal and a sand filter/drain tile system under the snow dump area. The City of Thief River Falls will be responsible for the maintenance of this system for the next 25 years per BOWSR Agreement.

**FINANCIAL CONSIDERATIONS:** The City of Thief River Falls is responsible for \$50,000 which will be taken from the Storm Water Utility Fund. Grants will cover the remainder of the project costs.

**LEGAL CONSIDERATION:** None.

**DEPARTMENT/RESPONSIBLE PERSON:** Wayne Johnson, Water Systems Superintendent

**ATTACHMENTS:**

|    |                    |
|----|--------------------|
| 1. | 2021 Oxbow bid tab |
|----|--------------------|

Oxbow Restoration & Stormwater  
Treatment Project

|                           |              |
|---------------------------|--------------|
| Engineer's Estimate       | \$602,314.00 |
| Spruce Valley Corporation | \$597,272.00 |
| Wright Construction       | \$672,467.28 |
| Gladen Construction       | \$679,884.10 |
| RJ Zavoral                | \$747,975.50 |
| Davidson Contstruction    | \$907,640.00 |



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---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** RFP for Strategic Plan

**RECOMMENDATION:** It is respectfully requested the council consider the following motion:

**MOTION TO:** To approve the recommendation of the Administrative Services Committee to issue the attached request for proposal for a Strategic Plan.

**BACKGROUND:**

**KEY ISSUES:** The purpose of this Request for Proposal (RFP) is to solicit proposals from consultants experienced in strategic planning to lead the City of Thief River Falls Council and staff (City) through a long-range strategic planning process.

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:** The Request for Proposal has been submitted for review from the City Attorney.

**DEPARTMENT/RESPONSIBLE PERSON:** Angela Philipp, City Administrator

**ATTACHMENTS:**

|    |                    |
|----|--------------------|
| 1. | Strategic plan RFP |
|----|--------------------|



# **CITY OF THIEF RIVER FALLS MINNESOTA**



## **REQUEST FOR PROPOSALS (RFP) STRATEGIC PLANNING SERVICES JULY 2021**

DEADLINE for proposal: \_\_\_\_September 3<sup>rd</sup>, 2021\_\_\_\_

## **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from consultants experienced in strategic planning to lead the City of Thief River Falls Council and staff (City) through a long-range strategic planning process.

Specifically, the City of Thief River Falls is seeking a consultant to provide the following services:

- Work with the City of Thief River Falls council and staff to articulate a clear 3-yr strategic plan. This plan should identify organizational objectives as identified and prioritized by the City through the planning process.
- Conduct a SWOT analysis of internal and external perceptions of the organization and conduct small scope internal and external interviews and/or surveys to evaluate the city's successes.
- Develop a timetable of implementation with specific measurable benchmarks, objectives and tasks to be accomplished to achieve goals. Identify clear, measurable outcomes for how to measure organizational and strategic effectiveness, impact, and success.
- Establish a framework and process for the City's leadership to effectively implement the strategic plan and monitor progress toward achievement of goals and objectives.
- Facilitate all meetings and provide leadership, direction and expert consultation and advice related to the development of an effective strategic plan, including successful implementation.
- Prepare and present a final report to the City

## **BACKGROUND**

The City of Thief River Falls, population 8,722, is located in Northwestern Minnesota in Pennington County, approximately 70 miles south of the Canadian border, where the Thief River flows into the Red Lake River. Not only does Thief River Falls serve as a regional center for its agricultural base, it has also developed and retained a commercial and industrial base that includes numerous manufacturing and distribution center jobs, while being surrounded by rivers, wildlife refuges and forests.

## **SCOPE OF WORK & DELIVERABLES**

We expect the project to include:

1. Project management and facilitation;
2. Design & execution of a strategic planning process that meets the criteria outlined in this RFP;
3. Development of a three-year strategic plan (2022- 2025) that included a budget plan for implementation; and
4. Development of a plan to monitor and evaluate the strategic plan's implementation.

The proposal should include:

1. A project plan that demonstrates a clear understanding of the work performed, estimated hours, and other information relevant to the project;
2. Qualifications of all consulting staff who will be assisting with the project such as; education, positions held, years and type of experience;
3. Time and cost projections

## **PROJECT GOALS**

Phase 1: this stage requires the consultant to research and report the following in preparation for the strategic planning sessions. Items to be considered:

- Review of organization's history, current state in terms of organizational structure, and core background and defining documents.
- Conduct interviews, surveys and focus group polling to receive stakeholder, business and community input.
- Develop a SWOT analysis of the organization to evaluate opportunities, gaps and/or concerns.

Phase 2: This stage, the consultant would help the City to identify strategic goals and create an actionable strategic plan. The plan will include:

- An executive summary
- A comprehensive 3-year Strategic Plan that includes areas such as:
  - Mission and Vision
  - Guiding Principles and Values
  - Goals
  - Strategies and investments
  - Outcomes
  - Performance measures
- Recommendations for enhancing current financial, technological, human resources, and organizational alignment.
- Representation of resource allocations needed to achieve identified goals.

Phase 3: This stage requires the consultant to assist the City by providing oversight of the implementation and evaluation process. This process should include:

- Develop monitoring and evaluation plan for strategic planning implementation.
- Follow-up session (s) with City leadership to gauge the progress of the implementation at three (3)-month point after plan delivery.
- Support the gathering of any measures that would give indication of successful implementation.

## **PROPOSAL FORMAT**

- Your approach to strategic planning
- A summary of your strategic planning experience
- 1-2 success stories (including measures) that demonstrate client's revenue growth and operational excellence as a result of engaging with your organization
- Three client references
- Sample project timeline with major tasks and milestones
- Detailed project budget
- Sample project plan
- Identification of those on your team who will be involved with the project which should include their role and experience.

## **PROESS FOR PROPOSAL SUBMISSION AND EVALUATION**

1. Closing submission date proposals are due by noon Central time on Friday September 3rd, 2021.
2. Inquiries concerning this RFP should be directed to Angela Philipp, City Administrator at [aphilipp@citytrf.net](mailto:aphilipp@citytrf.net)
3. Conditions of Proposal: All costs incurred in the preparation of a response to this RFP are the responsibility of the bidder and will not be reimbursed by the City of Thief River Falls.
4. Submission instructions:
  - a. All submissions must be electronically sent to [rolson@citytrf.net](mailto:rolson@citytrf.net)
  - b. An email acknowledgement of each submission received will be sent to the applicant.

All proposals received by the deadline will undergo a preliminary screening. Late or incomplete applications will not be accepted or reviewed.

5. Reservation of Rights – The City of Thief River Falls reserves the right to request or negotiate changes in a proposal, to accept all or part of a proposal, or to reject any or all proposals. City of Thief River Falls may, at its sole and absolute discretion, select no provider for these services if, in its determination, no applicant is sufficiently responsive to the need. City reserves the right to withdraw this Request for Proposal (RFP) and/or any item within the RFP at any time without notice. The City reserves the right to disqualify any proposal which does not adhere to the RFP guidelines. This RFP is being offered at the discretion of the City of Thief River Falls.
6. Confidentiality – IF the bidder deems any material submitted to be proprietary or confidential, the bidder must indicate this in the relevant sections of the response.
7. Ineligibility – Under the following conditions, an individual or entity is ineligible to be a City of Thief River Falls vendor, and therefore may not submit a proposal.
  - a. City of Thief River Falls employees, councilmembers and their family members
8. Notification of Selection and Timeline - Proposals will be reviewed at committee meetings the week of September 13<sup>th</sup>-15<sup>th</sup>. The final recommendation will be presented at Council on September 21st, 2021.

In the event that no proposal is selected, the City may elect to either not develop the service pending further analysis of alternatives to meet the expressed need, or to issue a new RFP to attempt to expand the pool of potential respondents.





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www.citytrf.net

---

## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** Independent Service contract with Mark Borseth

**RECOMMENDATION:** It is respectfully requested the council consider the following motion:

**MOTION TO:** To approve the recommendation of the Public Works Committee to authorize the Mayor and City Administrator to sign the Independent Service Contract with Mark Borseth.

**BACKGROUND:**

**KEY ISSUES:** The City was seeking services related to zoning and economic development. The contact would be for \$75.00/hour with a maximum of 16 hours per week to conduct the services needed by the Public Works Department.

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:** The City Attorney has reviewed the contract.

**DEPARTMENT/RESPONSIBLE PERSON:** Angela Philipp, City Administrator

**ATTACHMENTS:**

|    |                                     |
|----|-------------------------------------|
| 1. | Borseth Consulting Contract.revised |
|----|-------------------------------------|

## **INDEPENDENT SERVICE CONTRACT**

THIS CONTRACT, To be effective the 21st day of July, 2021, by and between Mark Borseth, hereinafter referred to as "Contractor", and the City of Thief River Falls, a Minnesota Political Subdivision, hereinafter referred to as "City", WITNESSETH:

WHEREAS, Contractor desires to render certain services for zoning and economic development as an independent contractor, and City desires to contract with Contractor for the performance of certain services, and

NOW, THEREFORE, In consideration of the conditions and covenants expressed herein, the parties hereto, their heirs, personal representatives, successors, and assigns, agree as follows:

1.     **SERVICES TO BE PROVIDED.** Contractor shall provide to City services related to zoning and economic development within the City and shall do so according to the terms and conditions of this Contract.
2.     **PLACE OF WORK.** Contractor shall provide services at Thief River Falls City Hall, Thief River Falls, Minnesota, or where necessary to perform the services to be provided.
3.     **TERM.** The term of this Contract shall commence on the 21st day of July, 2021, and either party may terminate this Contract, with or without cause, upon thirty days written notice to the other party.
4.     **COMPENSATION.** The City shall pay Contractor the sum of Seventy-five dollars (\$75.00) per hour for the services provided herein. City will pay for a maximum of sixteen (16) hours per week. Additional hours may be paid only upon written consent from City.  
  
Contractor shall submit to City on a monthly basis an itemization stating number of hours worked and specified services performed during those hours. City shall pay Contractor for approved services within 30 days of submission of the statement.
5.     **EXPENSES.** City shall pay Contractor the usual City rates for mileage incurred while performing the services herein. Contractor shall be responsible for his own expenses incurred in commuting to and from work.  
  
Any other expenses incurred by Contractor in performing the services herein must be preapproved by City in order to be paid.
6.     **MATERIALS AND EQUIPMENT.** Contractor shall have use of an office space and office equipment to include a computer, printer, and related office supplies to be supplied by the City.

7. RELATIONSHIP BETWEEN PARTIES. The parties intend that Contractor be an independent contractor and not an agent or employee of City. City is interested only in the results obtained under this Contract. The manner and means of obtaining the results are under the control of Contractor, but shall be consistent with generally accepted procedures for supplying such services. The benefits provided by City to its employees, including, but not limited to, worker's compensation insurance, unemployment insurance, health insurance, and pension plans, are not available to Contractor or Contractor's employees. Contractor, as an independent contractor, shall be responsible for his own mandated withholdings, FICA, and other similar payments.

8. WORK STANDARDS. Contractor shall control the conduct and means of performing the services required under this Contract. Contractor shall adhere to professional standards and will perform all services required under this Contract in a manner consistent with those professional standards.

9. ADDITIONAL OUTSIDE SERVICES AND CONFIDENTIALITY. Contractor is free to provide non-competing services similar to those being provided herein to third parties. However, Contractor shall keep all information concerning City confidential and shall not release, in any fashion, any such information to any third party, unless compelled to do so by proper legal process.

10. INDEMNIFICATION. Contractor assumes the entire responsibility and liability for losses, expenses, demands, and claims in connection with or arising out of any injury, or alleged injury, including death, to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the services by Contractor, or Contractor's agents and employees, including losses, expenses, or damages sustained by City, and agrees to indemnify and hold harmless City, City's elected officials, employees, and agents from any and all such losses, expenses, damages, demands, and claims and agrees to defend any suit or action brought against City, City's elected officials, employees, and agents, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, attorney fees, and expenses in connection therewith or resulting therefrom.

11. RETURN OF RECORDS AND SUPPLIES. Upon termination of this Contract, Contractor shall promptly surrender to City all records, business policies and manuals, supplies, and any other records or materials belonging to City.

12. ENTIRE CONTRACT INVALIDITY. This Contract sets forth the entire arrangement between the parties and there are no representations or warranties except as expressly set forth herein. No amendment or modification of this Contract shall be valid unless in writing and signed by the parties hereto. Should any clause or provision of this Contract become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provision of this Contract.

13. ASSIGNMENT. Contractor shall not assign this Contract nor any of the rights and duties hereunder without the prior written consent of City.

14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

15. TITLES AND HEADINGS. The titles and headings used herein are for convenience only and do not constitute any part of this Contract.

IN WITNESS WHEREOF, The parties hereto have hereunto affixed their hands the day and year above written.

CITY OF THIEF RIVER FALLS:

CONTRACTOR:

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Mark Borseth

By: \_\_\_\_\_  
Its City Administrator





# 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

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## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** MIF Loan Agreement - Northern Pride

**RECOMMENDATION:** It is respectfully requested the council consider the following Public Works Committee recommendation:

**MOTION TO:** To approve the Minnesota Investment Fund Loan Agreement between the City of Thief River Falls and Northern Pride by reference of the MIF Grant agreement number CDAP-21-0003-H-FY21 in an amount not to exceed \$200,000 for Machinery and Equipment.

**BACKGROUND:**

**KEY ISSUES:** The City of Thief River Falls applied to the Minnesota Department of Employment and Economic Development (DEED) and was awarded Grant #CDAP-21-0003-H-FY21 in the amount of \$200,000 to assist Northern Pride in purchasing machinery and equipment for their new expansion.

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:** The City Attorney has reviewed the loan documents.

**DEPARTMENT/RESPONSIBLE PERSON:** Angela Philipp, City Administrator

**ATTACHMENTS:**

|    |                                   |
|----|-----------------------------------|
| 1. | MIF Loan Agreement Northern Pride |
| 2. | Promissory Note Northern Pride    |
| 3. | Security Agreement Northern Pride |

**LOAN AGREEMENT  
MINNESOTA INVESTMENT FUND**

**THIS AGREEMENT** (the "Loan Agreement") is made and entered into as the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Thief River Falls (the "Lender") and Northern Pride, Inc. (the "Borrower");

**Recitals**

1. The Lender has applied to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and
2. Grant Contract Agreement Number CDAP-21-0003-H-FY21 (the "Grant Contract Agreement") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and
3. The parties hereto agree to incorporate into this Loan Agreement by reference the Grant Application and Grant Contract Agreement; and
4. The work anticipated to be performed for the Borrower's Project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location.
5. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

**ARTICLE 1  
Definitions**

**Section 1.1. Definitions.** In this Loan Agreement, unless a different meaning clearly appears from the context:

**"Bank"** means Border Bank.

**"Benefit Date"** means the earlier of the date equipment financed through a Minnesota Investment Fund loan is fully operational or the date a building certificate of occupancy is issued

or real property improvements financed through a Minnesota Investment Fund, or July 1, 2021.

**"Benefit"** is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

**"City"** means Thief River Falls.

**"County"** means Pennington County.

**"Compliance Date"** means the date that is two (2) years after the Benefit Date.

**"Development Property"** means the real property described in Exhibit A attached.

**"Effective Date"** means April 13, 2021.

**"Expiration Date"** means three months after the Compliance Date as defined in the Grant Contract Agreement.

**"Equipment"** means the machinery & equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached.

**"Full-Time Equivalent (FTE)"** is one or more people working a sum of 2,080 hours in a calendar year, which includes paid time off.

**"Grant Contract Agreement"** means Minnesota Department of Employment and Economic Development Grant Contract Agreement # CDAP-21-0003-H-FY21 and attached as Exhibit C.

**"Initial Disbursement Date"** means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

**"Jurisdiction"** means within the corporate boundaries of the Lender.

**"Loan"** means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

**"Loan Documents"** means this Loan Agreement, the Promissory Note, and Security Agreement with UCC filing.

**"Loan Proceeds"** means the proceeds of the Loan disbursed to the Borrower pursuant to this Loan Agreement.

**"MIF Program"** means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300.

**"MIF Grant"** means the award of funds by the State to the Lender pursuant to the Grant Contract Agreement.

**"New Jobs"** means the new permanent, Full-Time Equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

**"Other Project Funds"** means all funds required to complete the Project as defined in the Grant Application.

**"Project"** means the Borrower will repurpose an existing space into a turkey processing facility near their current facility. The new space will allow for the expansion of existing products and add new products for resale in stores. Renovations and Improvements are \$1.53MM plus Machinery and Equipment for \$576k. The expansion will create 20 new jobs.

**"Promissory Note"** means a legal document that represents the Borrower's promise to repay the Loan per a given payment schedule, in substantially the form set forth by the State.

**"State"** means the Minnesota Department of Employment and Economic Development.

**"Termination Date"** means the date of the final payment made by the Borrower to the Lender under the terms of the Loan Agreement and Promissory Note (or the date that the Loan is forgiven by the State).

## **ARTICLE 2**

### **Loan, Use of Proceeds and Conditions of Repayment**

Section 2.1. **MIF Loan/Funds.** The Lender agrees, on the terms and subject to the conditions hereinafter set forth, to make a loan to the Borrower in an aggregate principal amount not to exceed \$200,000.00 for Machinery and Equipment. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note. The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of the MIF Grant from the State in an amount adequate to make the Loan.

Section 2.2. **Non-MIF (Other) Project Funds.** The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory to the Bank, Borrower and Lender.

(a) The Borrower shall commit not less than \$442,500.00 of equity and not less than \$1,675,945 of other private financing for the completion of the Project.

(b) Other Project Funds described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified unless written consent is received from the State prior to expenditure.



Section 2.3. **Loan Terms.** FORGIVABLE LOAN: The Loan shall be forgiven by the Lender and the State upon satisfaction by the Borrower of the terms of this Loan Agreement. In the event the Loan is not forgiven, the Loan shall be repayable as set forth in Section 8.2 of this Loan Agreement. The Loan terms may not be modified without prior written approval from the State.

Section 2.4. **Early Repayment.** The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Loan Agreement, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance.

Section 2.5. **Maintenance and Operation of the Project.** As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of MIF, this Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

### **Article 3**

#### **Conditions of Lending**

Section 3.1. **Condition Precedent to Any Advance.** The obligation of the Lender to close the Loan and disburse the Loan Proceeds thereof to Borrower shall, subject to waiver by the State, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note duly executed by the Borrower. The Borrower shall provide identifying information for the equipment prior to disbursement of the Loan Proceeds in accordance with Section 9.3 hereof.

Section 3.2. **Further Conditions Precedent to Disbursement.** The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

(a) The Loan which is being made to the Borrower shall be consistent with the provisions of MIF.

(b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. **Disbursement and Deposit of Loan Proceeds.** Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. **Termination.** This Loan Agreement shall automatically terminate without any notice to Borrower:

(a) If no Loan Proceeds have been disbursed to the Borrower prior to the Expiration Date; or

(b) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

#### **ARTICLE 4**

##### **Acknowledgments, Incorporation, Representations, and Warranties**

###### **Section 4.1. Acknowledgments/Incorporation.**

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program, Economic Development Division, and that the Lender has entered into the Grant Contract Agreement with the State attached as Exhibit C, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract Agreement.

(b) Under the Grant Contract Agreement, the Lender has undertaken certain obligations with respect to, and among other things, repayment to the State of the Loan Proceeds in the event certain conditions are not met. A copy of the Grant Contract Agreement and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract Agreement relating to the Borrower's activities thereunder, the provisions of the Grant Contract Agreement shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract Agreement or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of

third party beneficiary, principal and agent, limited or general partnership, or joint venture. As such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

**Section 4.2. Representations and Warranties.** The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a Corporation registered and in good standing under the laws of the State of Minnesota, and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to incur the indebtedness of the Promissory Note and to perform its obligations under this Loan Agreement, to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the Loan does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note was duly and validly authorized, executed and delivered, and it constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, have been duly and validly authorized, executed and delivered, and are the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Other Project Funds, and that any duly authorized representative of the State shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for seven years after the termination of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract Agreement, nor attain any right, privileges, authorities, or interest in or under the Grant Contract Agreement.

**Section 4.3. Affirmative Covenants.** Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state



and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

(c) Borrower agrees to submit reports required in Article 7 and Article 8.

## **ARTICLE 5**

### **Events of Default and Rights and Remedies**

**Section 5.1. Events of Default.** Any one or more of the following events shall be deemed and shall constitute an “Event of Default”:

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender; provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in a reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, any other document referred to in such documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made;

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated;

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of State;

(f) Borrower shall refuse to allow the State, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds;

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f);

(h) Borrower shall fail to provide annual reporting information as described herein.

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Development Property or the Equipment without the prior written approval of the State and Lender;

(j) The Borrower merges or consolidates with an entity that is not an affiliate of the Borrower wherein the Borrower or such affiliate are not the surviving entity after such merger or consolidation without the prior written consent of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower; or

(l) The Borrower is in breach of the requirements of Article 7 and Article 8, the Business Subsidy Agreement and Progress Reporting.

(m) The occurrence of any other act or event that is noncompliant under the MIF Program.

**Section 5.2. Rights and Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies

hereunder, or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under the Loan Documents and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

**Section 5.3. Rights and Remedies Cumulative.** The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

**Section 5.4. Collection.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's

fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.15(b), or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

The Lender shall have the right at its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies granted hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. **Assignment.** If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. **Appointment for Foreclosure.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

## **ARTICLE 6**

### **Disbursement Provisions**

Section 6.1. **Payment Requisition Documentation.** The Lender will disburse the loan funds upon receipt and approval by the Lender and the State of the following documentation:

- (a) This Loan Agreement, fully executed;
- (b) The Promissory Note;
- (c) The Security Agreement with filed UCC;
- (d) Evidence of equity injection in the amount of \$442,400.00;
- (g) Promissory note(s) from Border Bank;
- (h) Invoices for items funded by the Loan and matching funds.
- (i) The Borrower shall maintain insurance in adequate amounts covering loss or damage to the collateral. Provide evidence that the Lender has been listed as loss payee.

Upon receipt of such information, the Loan funds will be disbursed upon approval of the Lender and the State up to a total disbursement amount of \$200,000.00.

Section 6.2. **Other Documentation.**

- (a) Third party documentation of total project expenditures as outlined in the application



- sources and uses will be required prior to the Compliance Date.
- (b) Evidence that equipment or other items purchased with the Loan are in the Jurisdiction must be provided on or prior to the Benefit Date.

**Section 6.3. Review of Documents.** The Borrower shall not be entitled to any disbursement of Loan Proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

**Section 6.4. Adverse Changes.** The Lender and the State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the project financing.

## **ARTICLE 7**

### **Progress Reporting**

**Section 7.1. Progress Information.** The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the goals set forth in Section 8.1 have been met or until the Compliance Date, whichever is later. At the discretion of the State or Lender additional reporting may be required. This information must be submitted to the Lender no later than:

- (a) January 15, 2022 for the period ending December 31, 2021;
- (b) January 15, 2023 for the period ending December 31, 2022;
- (c) January 15, 2024 for the period ending December 31, 2023;
- (d) Fifteen days after the Compliance Date.

**Section 7.2 Documentation to be provided to the Lender:**

- (a) **Project status and the status of payments.**
- (b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document Other Project Funds in addition to the originally included project costs.
- (c) **Job Creation Documentation.** The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided by the Lender. This information must include:
  - (1) Permanent jobs created;
  - (2) Job title of each New Job;
  - (3) Date of hire of each new employee;
  - (4) Hourly base wage paid;

- (5) List of Benefits provided; and
- (6) Hourly value of Benefits paid.

(d) **Payroll Report.** A formal payroll report verifying job information will be due as of the Compliance Date.

## **ARTICLE 8**

### **Business Subsidy Agreement and Reporting**

Section 8.1. **Business Subsidy Agreement.** The provisions of this Section constitute the “Business Subsidy Agreement” for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota’s Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

- (1) The subsidy provided to the Borrower includes the \$200,000.00 loan made hereunder which will be used for Machinery and Equipment.
- (2) The public purposes and goals of the subsidy are to increase Borrower’s net jobs in the City and encourage economic development.
- (3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.
- (4) If the goals are not satisfied, the Borrower shall make payment to the Lender as required in Section 8.2 of this Loan Agreement.
- (5) The subsidy is needed because the Project cost is economically infeasible without the Loan.
- (6) The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.
- (7) The Borrower does not have a parent corporation.

(b) On the Compliance Date, the Borrower shall have:

- (1) Maintained twenty-two (22) permanent, non-contract, non-seasonal FTE jobs; and
- (2) Created at least twenty (20) New Jobs at the Development Property with each job noted once within “wage brackets” as stated below:
  - a. Seventeen (17) New Jobs must pay a base cash wage of at least \$14.85 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of \$164,312 for 17 jobs (\$9,665/job) created in this wage bracket;
  - b. Three (3) New Jobs must pay a base cash wage of at least \$18.50 per

hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of \$35,688 for 3 jobs (\$11,896/job) created in this wage bracket

- (3) Any job created between the Effective Date and the Compliance Date shall pay at least \$14.01 per hour, including Benefits.
- (4) New Jobs created on or after the Effective Date that meet the criteria outlined in 8.1(b)(2) will count toward the Borrower's job creation goal.

## **Section 8.2. Default on Business Subsidy Act Requirements.**

(a) If the Borrower fails to meet the job creation goal and wage level commitment set forth in Section 8.1(b) above on the Compliance Date, the Lender may, after holding a public hearing, extend the Compliance Date for one year, after approval from the State. If no extension occurs, or if after the extension, the Borrower fails to meet the job creation goal and wage commitment, the Borrower will be required to repay to the Lender a pro rata share of the Loan principal plus interest as calculated in Section 8.2 (b) at an accelerated rate, based upon the difference between the wage bracket values defined in Section 8.1(b)(2) above and the wage bracket value of actual jobs created. Forgivable loan proceeds will be subject to collection first; once the forgivable funds are exhausted, repayable loan proceeds will be subject to accelerated repayment.

(b) In an Event of Default occurring as a result of a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, the Borrower agrees to repay the principal amount as calculated in Section 8.2(a) hereof plus interest set at the greater of three percent (3%) or the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis of the United States Department of Commerce for the 12-month period ending March 31<sup>st</sup> of the previous year

(c) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date;

(d) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(e) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met on the Compliance Date. If the goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

- (1) the type, public purpose, and amount of subsidies and type of district, if the

- subsidy is tax increment financing;
- (2) the hourly wage of each job created with separate bands of wages;
- (3) the sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages;
- (4) the date the job and wage goals will be reached;
- (5) a statement of goals identified in the subsidy agreement and an update on achievement of those goals;
- (6) the location of the recipient prior to receiving the business subsidy;
- (7) the number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy;
- (8) why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota;
- (9) the name and address of the parent corporation of the recipient, if any;
- (10) a list of all financial assistance by all grantors for the project; and
- (11) other information the Commissioner of the MN Dept. of Employment and Economic Development may request.

(f) This information must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of \$100 for each subsequent day until the report is filed. The maximum penalty shall not exceed \$1,000.

## **ARTICLE 9**

### **Other Conditions**

Section 9.1. **Project Time Frame.** The time frame outlined in the Grant Application and Grant Contract Agreement pertaining to the Project shall be met by the Borrower.

Section 9.2. **Promissory Note.** The Borrower shall execute a Promissory Note in substantially the form set forth by the State.

Section 9.3. **Collateral.** The Borrower shall furnish the Lender description of collateral.

Section 9.4. **Annual Financial Statements.** For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. **Discrimination on Account of Race, Creed, or Color.** The provisions of Minn. Stat.



§ 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Loan Agreement.

**Section 9.6 Affirmative Action.** The Borrower is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

**Section 9.7. Job Listing Agreement.** (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for \$200,000 or more, the Borrower shall enter into a Job Listing Agreement with the local CareerForce Center, MN Department of Employment and Economic Development.

**Section 9.8. Prevailing Wage.** If the Borrower is awarded \$500,000 or more of Loan Proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation.** The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

**Section 9.9. Surety Deposits Required for Construction Contracts.** If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and withholding eight percent of cumulative calendar year payments to the contractor which exceeds \$50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

#### **Section 9.10. Publicity and Endorsement**

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public

notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the MIF Program, publications, or services provided resulting from this Grant Contract Agreement.

(b) **Endorsement.** The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11. **Workers Compensation Insurance.** The Borrower has obtained workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

- (a) Company Name: SFM
- (b) Policy Number: 24063.216
- (c) Local Agent: North Risk Partners LLC 218-681-1714

Section 9.12. **Effect on Other Agreements.** Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13. **Release and Indemnification Covenants.** Except for any breach of the representations and warranties of the Lender or the negligence or other wrongful act or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property.

Section 9.14. **Modifications.** This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the lender and approved by the State.

Section 9.15. **Notices and Demands.** Any notice, demand, or other communication under this Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

- (a) as to the Lender: City of Thief River Falls  
ATTN: Angie Philipp  
405 Third Street East  
Thief River Falls, MN 56701

- (b) as to the Borrower: Northern Pride, Inc.

ATTN: Scott Christensen  
419 Pennington Ave. South  
Thief River Falls, MN 56701

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.15(b).

**Section 9.16 Conflict of Interests; Representatives Not Individually Liable.**

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

**Section 9.17. Binding Effect.** The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

**Section 9.18. Provisions Not Merged With Deed.** None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

**Section 9.19. Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

**Section 9.20. Counterparts.** This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 9.21. Choice of Law and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall

be heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22. **Waiver.** The failure or delay of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23. **Entire Agreement.** This Loan Agreement, with the exhibits hereto, constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Loan Agreement.

Section 9.24. **Separability.** Wherever possible, each provision of this Loan Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other related document.

Section 9.25. **Immunity.** Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.



**IN WITNESS WHEREOF**, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

City of Thief River Falls

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Northern Pride, Inc.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**

Property located at 419 Pennington Ave South, Thief River Falls, MN. Lots Two (2) and Three (3) of Block Four (4), Millyard Subdivision, City of Thief River Falls.

## **EXHIBIT B**

**POSS ProMax 6000:** PKR-MP 10hp, 16" screw conveyor with surge hopper and agitator, reversing cross conveyor, dual box filling station, 3" Fortress pipeline metal detector with stand, side load combo dumper, Lee directional product valve, and controls allowance for larger panel and startup assistance.

**EXHIBIT C**  
**Grant Contract Agreement**



## PROMISSORY NOTE

\$200,000.00

\_\_\_\_\_, 2021

Northern Pride, Inc. a Minnesota Corporation (the "Borrower"), for value received, hereby promises to pay to the City of Thief River Falls (the "Lender") or its assigns (the Lender and any assigns are hereinafter referred to as the "Lender"), at its designated principal office or such other place as the Lender may designate in writing, the principal sum of two hundred thousand and No/100 Dollars (\$200,000.00) or so much thereof as may be advanced under this Note, with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America.

1. Except as provided in Section 3 of this Note, the Loan shall bear interest at zero percent (0.0%). Interest, if any in accordance with Section 3 of this Note, shall commence to accrue as to the amount disbursed in accordance with the Loan Agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") evidencing the terms of the loan evidenced by this Note.
2. Subject to Section 3 of this Note up to \$200,000.00 of the principal balance of this Note (the "Forgivable Loan") shall be forgiven and deemed paid on the Expiration Date (as defined in the Loan Agreement).
3. If the goals set forth in Section 8.1 (b) of the Loan Agreement are not met in whole or in part by the Compliance Date for the job and wage brackets, the Borrower agrees to repay the principal balance of this Promissory Note on a pro rata basis as described in the Loan Agreement (the "Recapture Principal") plus interest set at the greater of three percent (3%) or the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2 ("Recapture Interest"), less interest already paid if applicable. Recapture Interest on the Recapture Principal shall accrue from the date(s) funds are disbursed, in whole or in part, through the Compliance Date, compounded annually. Forgivable loan proceeds for each job and wage bracket goal not met will be subject to repayment first; if Recapture Principal is greater than the amount of forgivable loan proceeds, repayable loan proceeds will be subject to accelerated repayment. Recapture Principal plus Recapture Interest thereon shall be repaid not later than 30 days after the Lender notifies the Borrower of the amount to be repaid pursuant to Section 8.2 of the Loan Agreement.
4. The Borrower shall have the right to prepay the principal of this Note, in whole or in part, without prepayment penalty.
5. This Note is given pursuant to the Loan Agreement and is secured by a Security Agreement of even date herewith (the "Security agreement") covering certain property located in Pennington County, Minnesota. In the event any such security is found to be invalid for whatever reason, such invalidity shall constitute an event of default hereunder.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, or any instrument securing this Note are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If a default occurs under the Loan Agreement, or any instrument securing this Note, then the Lender of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of this Note, together with any costs of collection including attorney fees incurred by the Lender of this Note in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder, or under any instrument securing this Note. The Borrower agrees that the Lender of this Note may, without notice to the Borrower of this Note and without affecting the liability of the Borrower of this Note, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

6. The remedies of the Lender of this Note as provided herein, and in the Loan Agreement, or any other instrument securing this Note, shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender of this Note, may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender of this Note and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. This Note shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
8. The headings used in this Note are solely for convenience of reference, are no part of this Note, and are not to be considered in construing or interpreting this Note.
9. This Note, with the other Loan Documents, constitutes the entire Note between the parties pertaining to its subject matter and it supersedes all prior contemporaneous Notes, representations, and understandings of the parties pertaining to the subject matter of this Note.
10. Separability. Wherever possible, each provision of this Note and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or

any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or any other related document.

11. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

## SECURITY AGREEMENT

This security agreement (the "Security Agreement") is made and given as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Northern Pride, Inc. with its principal place of business at 419 Pennington Ave. South, Thief River Falls, MN 56701 (the "Borrower") in favor of the City of Thief River Falls with its principal place of business at 405 Third Street East, Thief River Falls, MN 56701 (the "Lender").

## RECITALS

- A. Lender and Borrower have entered into a certain Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which Lender will loan to Borrower no more than two hundred thousand and No/100 (\$200,000.00) to assist with Machinery and Equipment on the Development Property. The Borrower has agreed to grant to the Lender a security interest in certain pieces of equipment (the "Equipment") described on the Exhibit B attached hereto, such Equipment to be located at the Development Property site described on the Exhibit A attached hereto (the "Development Property"). Borrower's payment obligations under the Loan Agreement will be evidenced by a promissory note (the "Note") dated as of the date hereof.
- B. As security for the repayment of the Loan, Lender has required that Borrower execute and deliver to Lender this Security Agreement granting a security interest to Lender in the Equipment.
- C. The Note, this Security Agreement, and any other instruments or documents given as security for the Loan are herein referred to as the "Loan Documents".

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Borrower, it is agreed as follows:

1. Grant of Security Interest. As security for the payment and performance of the Note and all other liabilities, obligations, and indebtedness of Borrower to Lender due or to become due, direct or indirect, absolute or contingent, joint or several, howsoever created, now or hereafter at any time created, arising, or evidenced under or pursuant to the Note or this Agreement or any other document or instrument evidencing or securing the Note, Borrower does hereby transfer, assign, and grant to Lender a security interest in all of Borrower's right, title, and interest in and to the following (hereinafter collectively referred to as the "Collateral"), whether now owned or hereafter acquired or arising:

- (a) the Equipment; and
- (b) any and all proceeds of the foregoing.

2. Borrower's Representations, Warranties and Covenants. Borrower represents, warrants, covenants, and agrees:

(a) Organization. Borrower is a Minnesota Corporation validly existing and in good standing under the laws of the state of Minnesota, and Borrower has full power and authority to execute, deliver, and perform the Loan Documents, and to own its property and conduct its business as presently conducted and as proposed to be conducted.

(b) Authorization. The execution, delivery, and performance of this Security Agreement have been duly authorized by all necessary action and will not:

- (i) require any consent or approval of any entity that has not been obtained; or

- (ii) violate any provision of any indenture, contract, agreement, or instrument to which Borrower is a party or by which it is bound.
- (c) Performance by Borrower. Unless Borrower obtains Lender's prior written consent, Borrower shall not:
  - (i) terminate its interest in any of the Collateral; or
  - (ii) sell, transfer, or assign, or offer to sell, transfer or assign all or any part of the Collateral or permit all or any part of the Collateral to be sold, transferred, or assigned; or
  - (iii) remove or consent to the removal of any of the Equipment from the Development Property.
- (d) Title to Collateral. Borrower shall keep good marketable title to all of the Collateral, and none of the Collateral is subject to any lien or security interest except for the security interest created by this Security Agreement and other security interests consented to in writing by Lender. Borrower has not granted, and will not grant or permit to exist, any lien or security interests in all or a portion of the Collateral other than the liens in favor of Lender and other liens consented to in writing by Lender. Borrower shall defend the Collateral against all claims and demands of all and any other persons at any time claiming any interest therein adverse to Lender.
- (e) Actions and Proceedings. There are no actions at law, suits in equity, or other proceedings pending before or expected to be filed with any court, governmental agency, commission, bureau, tribunal, or other arbitration proceedings against or affecting Borrower that if adversely determined would adversely affect Borrower's interest in the Collateral or would adversely affect the rights of Borrower to pledge and assign all or a part of the Collateral or the rights and security afforded Lender hereunder.
- (f) Insurance. Borrower agrees it will keep the Equipment insured at all times against loss by fire and other hazards concerning which, in the judgment of Lender, insurance protection is reasonably necessary and in amounts sufficient to protect against loss or damage of the Equipment. Such policy or policies will contain a loss payable clause in favor of Lender or its successors or assigns, in form satisfactory to Lender, provided, however, that Borrower may, at its reasonable discretion, self-insure the Equipment.
- (g) No Fixture. If any of the Collateral is or becomes a fixture, Borrower agrees to furnish Lender, at Lender's request, with a statement or statements signed by all persons who have or claim an interest in the real estate concerned, which statements shall provide that the signer consents to the security interest created hereby and disclaims any interest in the Collateral as fixtures.
- (h) Understandings Regarding Collateral. Borrower acknowledges that the Collateral is of the design, capacity, and manufacture specified for and by Borrower, and that Borrower is satisfied that the same is suitable for its intended purposes. Borrower further acknowledges and agrees that Lender has not made, and does not make, any representation, warranty, or covenant with respect to merchantability, fitness for any purpose, durability, patent, copyright or Economic mark infringement, suitability, or capability of any item of Collateral in any respect or in connection with any other purpose



or use of Borrower, or any other representation, warranty, or covenant of any kind or character expressed or implied with respect thereto. Borrower accordingly agrees not to assert any claim whatsoever against Lender based thereon. Borrower further agrees, regardless of cause, not to assert any claim whatsoever against Lender for loss of anticipatory profits or consequential damages.

(i) Use of Collateral. The Collateral will be used for its intended business purpose and will at all times be located at the Development Property.

(j) Condition of Collateral. Borrower will keep the Collateral in good condition and repair, reasonable wear and tear excepted, will permit Lender to enter upon the Development Property at reasonable times for the purpose of examining the Collateral.

(k) Costs of Collection. In the event of any action or proceeding to collect or realize upon the Collateral or to enforce any of Lender's rights hereunder, Borrower shall pay:

(i) all of Lender's attorneys fees and other legal expenses, with interest thereon, incurred by Lender;

(ii) all taxes, levies, insurance expenses, and costs of repairs to, or maintenance of, the Collateral; and

(iii) all costs of Lender incurred in taking possession of, disposing of or preserving the Collateral after any Event of Default (defined below).

3. Event of Default. Upon the event of a default under the Loan Agreement, Lender may exercise any remedy available to it under the terms of the Loan Agreement.

4. Further Assurances. Borrower shall execute and deliver to Lender, promptly and at Borrower's expense, Uniform Commercial Code ("Code") financing statements and evidence of tax filings and payments, including without limitation a UCC-1 Financing Statement in substantially the form set forth by the Minnesota Secretary of State's Office. Borrower agrees that: (i) Lender is authorized, at its option, to file a carbon, photographic, or other reproduction of this Agreement as a financing statement and that such statement shall be sufficient as a financing statement under the Code; and (ii) Lender is authorized to file financing statements or amendments thereto without the signature of Borrower, provided that if a signature is required by law, then Borrower appoints Lender as Borrower's attorney-in-fact to execute any such financing statements.

5. Cumulative Remedies. All of Lender's rights and remedies herein are cumulative and in addition to any rights or remedies available at law or in equity including the Code, and may be exercised concurrently or separately. Borrower shall pay all costs, expenses, losses, damages and legal costs (including attorneys fees) incurred by Lender as a result of enforcing any terms or conditions of this Agreement.

6. No Liability Imposed on Lender. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty, or liability, nor shall this Agreement operate to place responsibility for the control, care, or management of the Equipment upon Lender.

7. Indemnification. Borrower agrees to defend, protect, indemnify and hold Lender harmless of and from any and all liability, loss, and damage that Lender does, may, or might incur under or by reason of this Agreement, and of and from any and all claims and demands

whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants, or agreements contained herein. Should Lender incur any such liability or be required to defend against any such claims or demands, or should a judgment be entered against Lender, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Loan, and Borrower shall reimburse Lender for the same immediately upon demand, and upon the failure of Borrower so to do, Lender may declare the Loan immediately due and payable.

8. Expenses of Borrower. All expenses in protecting, storing, warehousing, insuring, handling, and shipping of the Collateral, all costs of keeping the Collateral free of liens, encumbrances and security interests (other than the security interest created by this Agreement) and the removing of the same and all excise, property, sales, and use taxes imposed by state, federal, or local authority on any of the Collateral or with respect to the sale thereof, shall be borne and paid for by Borrower and if Borrower fails to promptly pay any amounts thereof when due, Lender may, at its option, but shall not be required to, pay the same, and upon such payment the same shall constitute obligations and shall bear interest at the rate specified in the Note and shall be secured by the security interests granted hereunder.

9. Continuing Rights. The rights and powers of Lender hereunder shall continue and remain in full force effect until the Loan is paid in full.

10. Books and Records. Borrower will permit Lender and its representatives to examine Borrower's books and records (including data processing records and systems) with respect to the Collateral and make copies thereof at any time and from time to time, and Borrower will furnish such information reports to Lender and its representatives regarding the Collateral as Lender and its representatives may from time to time request. Lender shall have the authority, at any time, to require Borrower to place upon Borrower's books and records relating to the Collateral and other rights to payment covered by the security interest created in this Agreement a notation stating that any such Collateral and other rights of payment are subject to a security interest in favor of Lender.

11. Effect on Other Agreements. Nothing in this Agreement shall be construed to modify any term of any other agreement to which Lender and Borrower are parties.

12. Release and Indemnification Covenants. Except for any breach of the representations and warranties of Lender or the negligence or other wrongful act or omission of the following named parties, Borrower agrees to protect and defend Lender and the governing body members, officers, agents, servants and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Equipment.

13. Modifications. This Agreement may be modified solely through written amendments hereto executed by Lender and Borrower and approved by the State.

14. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender: Thief River Falls  
ATTN: Angie Philipp  
405 Third Street East  
Thief River Falls, MN 56701

(b) as to the Borrower: Northern Pride, Inc.  
ATTN: Scott Christensen  
419 Pennington Ave South  
Thief River Falls, MN 56701

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 14.

15. Conflict of Interests; Representatives Not Individually Liable. No officer or employee of Lender may acquire any financial interest, direct or indirect, in this Agreement, the Equipment, or in any contract related to the Equipment. No officer, agent, or employee of Lender shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by Lender or for any amount which may become due to Borrower or on any obligation or term of this Agreement.

16. Binding Effect. The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

17. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

18. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall constitute one and the same instrument.

20. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. Waiver. The failure of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy, shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

22. Entire Agreement. This Agreement, with the other Loan Documents constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

23. Separability. Wherever possible, each provision of this Agreement and each related

document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

24. Immunity. Nothing in this Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

25. Other Matters. All representations and warranties contained in this Agreement or in any other agreement between Borrower and Lender shall survive the execution, delivery and performance of this Agreement and the creation and payment of any indebtedness to Lender. Borrower waives notice of the acceptance of this Agreement by Lender.

**IN WITNESS WHEREOF**, Lender has caused this Agreement to be duly executed in its name and behalf and Borrower has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

**Lender: City of Thief River Falls**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**Borrower: Northern Pride, Inc.**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**DEVELOPMENT PROPERTY**

Property located at 419 Pennington Ave South, Thief River Falls, MN. Lots Two (2) and Three (3) of Block Four (4), Millyard Subdivision, City of Thief River Falls.



## **EXHIBIT B TO SECURITY AGREEMENT**

**POSS ProMax 6000:** PKR-MP 10hp, 16" screw conveyor with surge hopper and agitator, reversing cross conveyor, dual box filling station, 3" Fortress pipeline metal detector with stand, side load combo dumper, Lee directional product valve, and controls allowance for larger panel and startup assistance.



# 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:** 7/20/2021

**SUBJECT:** City of Thief River Falls making certain findings with respect to a substandard building for a redevelopment TIF project

**RECOMMENDATION:** It is respectfully requested the council consider the following Public Works Committee recommendation:

**MOTION TO:** To authorize the Mayor and City Administrator to sign a resolution confirming the deteriorated condition of the old Sanford building creates a health and safety concern necessitating the demolition of the building prior to the creation of a tax increment financing district.

### BACKGROUND:

**KEY ISSUES:** Minnesota Statutes, Sections 469.174 to 469.1794 (the "Tax Increment Act") provides that a City may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the City finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, paved or gravel parking lots or other similar structures, and more than 50% of the buildings, not including out buildings, are structurally substandard to a degree requiring substantial renovation or clearance;

Sanford Health (the "Developer") intends to demolish the Building and the City intends to subsequently include the Parcels in a redevelopment tax increment district established pursuant to Minnesota Statutes, Section 469.174, subdivision 10, which TIF District, if established, shall be established within three years of the date hereof.

### FINANCIAL CONSIDERATIONS:

**LEGAL CONSIDERATION:** Ehlers and Associates created the resolution presented.

**DEPARTMENT/RESPONSIBLE PERSON:** Angela Philipp, City Administrator

### ATTACHMENTS:

|    |                                 |
|----|---------------------------------|
| 1. | Council Memo 7.20.2021          |
| 2. | Substandard building resolution |

## MEMORANDUM

TO: City Council Members, City of Thief River Falls  
FROM: Rebecca Kurtz, Ehlers  
DATE: July 15, 2021  
SUBJECT: TIF District No. 1-12 and potential redevelopment of Hospital Site

---

### Background

On April 5, 2016, the City Council established Tax Increment Financing District No. 1-12 (the “District”) to assist with the redevelopment of the former Hospital Site. The District is a redevelopment district with a maximum of 26 years of tax increment. Since the project proposed in 2016 did not move forward, the request for certification has not been filed, and the 26-year term of the District has not begun.

The existing District includes four parcels owned by Sanford and located at 120 Labree Avenue South and identified by the parcel numbers below:

- 25.00341010
- 25.00341110
- 25.00341210
- 25.00500110

The properties are tax exempt.

### Pending Project

The City has continued discussions with Sanford, and Sanford has requested tax increment to assist with the demolition and clean-up costs for a portion of the Hospital site. Demolition and clean-up are estimated to cost \$3 million.

In addition to redevelopment of the four parcels in the District, the City has had discussions regarding the expansion of the District to include four adjacent parcels, also owned by Sanford. These parcels are currently a parking lot.

While a developer has not been identified, preliminary tax increment estimates have been completed assuming the development of housing and commercial on the site. Depending on final development plans, an estimated \$3 million in tax increment could be available to assist with demolition and clean-up expenses. Final available increment will be dependent on the completed development and may be higher or lower than the estimates.

It is my understanding that priority for increment will be given to assist the demolition and clean-up costs. However, if additional increment is available, the City

could consider assisting other redevelopment eligible expenses, which could include public improvements, infrastructure, and site improvements.

### Next Steps

To move the proposed project forward with TIF assistance, we recommend a modification to the TIF Plan to update the project description, budget, and any Statutory changes. In addition, if the boundaries of the TIF District are being expanded to include additional parcels, the substandard and coverage findings will need to be updated to include the additional parcels and document the District continues to meet the requirements of a redevelopment TIF district.

In order to begin demolition, possibly prior to the approval of the TIF, the City may choose to adopt the attached resolution. Approval of this resolution, documents that the Sanford Hospital Building meets the substandard and coverage requirements for a redevelopment TIF district and documents the City's intent to use this parcel to meet the requirements of the expanded redevelopment TIF district.

If the Council chooses to not approve the resolution at this time, demolition will need to commence after the City's approval of the TIF on September 21.

Attached for your reference is a proposed timeline to modify the TIF district, if the Council chooses to move forward.

## Schedule of Events

### City of Thief River Falls Pennington County, Minnesota

**For the proposed modification to the Development Program  
for Development District No. 1 & the proposed  
establishment/expansion of the Tax Increment Financing District  
No. 12 (a redevelopment district)**

**Draft as of July 7, 2021**

|                    |                                                                                                                                                                                                                                                                                                                                                    |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July 13, 2021      | Planning Commission receives update on potential TIF district.                                                                                                                                                                                                                                                                                     |
| July 16, 2021      | Project information, property identification numbers, fiscal impacts and maps sent to Ehlers for drafting documentation.<br><br>Ehlers confirms whether building permits have been issued on the property to be included in the TIF District.<br><br>Base market value for tax-exempt parcels in TIF District is confirmed with Pennington County. |
| July 20, 2021      | Council adopts a resolution affirming the finding that the Sanford hospital building is substandard and will be used to affirm the establishment of a redevelopment TIF district.                                                                                                                                                                  |
| July 21, 2021      | Demolition on the hospital building may commence, assuming adopting of the Council resolution on July 20.                                                                                                                                                                                                                                          |
| July / August 2021 | Inspection report for qualification of a redevelopment TIF district is updated to include additional parcels.<br><br>Negotiation and drafting of Development Agreement.                                                                                                                                                                            |



|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| August 6, 2021     | Letter received by County Commissioner giving notice of potential redevelopment TIF district (at least 30 days prior to publication of public hearing notice). [Ehlers will distribute.]                                                                                                                                                                                                                                                                                           |
| August 18, 2021    | Ehlers conducts internal review of Plans.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| August 20, 2021    | Fiscal/economic implications received by School Board Clerk and County Auditor (at least 30 days prior to public hearing) and County receives information for review of county road impacts. [Ehlers will distribute.]                                                                                                                                                                                                                                                             |
|                    | <p>*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because City staff believes that the proposed TIF district will not require unplanned county road improvements, the TIF Plan was not forwarded to the County Board 45 days prior to the public hearing. Please be aware the County Board could claim that tax increment should be used for county roads, even after the public hearing.</p> |
| August 30, 2021    | Updated inspection report for substandard buildings is complete.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| September 8, 2021  | Publication of hearing notice and map in the Thief River Falls Times (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice, map and instructions. Publication deadline: September 1, 2021.]                                                                                                                                                                                                                                                    |
| September 21, 2021 | City Council holds public hearing at 5:30 PM on the modification to the Development Program for Development District No. 1 and the proposed establishment / expansion of Tax Increment Financing District No. 12 and considers a resolution approving the Plans and an interfund loan in connection with the TIF District. [Ehlers and attorney provide packet information September 15, 2021.]                                                                                    |

Council considers entering into an Agreement related to reimbursing expenses with TIF.

Before June 30, 2022      Ehlers files the Plans with the MN Department of Revenue, Office of the State Auditor, and requests certification of the TIF District with the County.

An action under subdivision 1, paragraph (a), contesting the validity of a determination by an authority under section 469.175, subdivision 3, must be commenced within the later of:

(1) 180 days after the municipality's approval under section 469.175, subdivision 3; or

(2) 90 days after the request for certification of the district is filed with the county auditor under section 469.177, subdivision 1.

**CITY OF THIEF RIVER FALLS  
PENNINGTON COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_**

**RESOLUTION OF THE CITY OF THIEF RIVER FALLS MAKING CERTAIN FINDINGS WITH  
RESPECT TO A SUBSTANDARD BUILDING**

WHEREAS, the City of Thief River Falls, Minnesota (the "City") intends to undertake a redevelopment project in the City (the "Redevelopment Project");

WHEREAS, a part of the Redevelopment Project involves the demolition and clearance of a certain blighted building (the "Building") described on Exhibit A attached hereto located on certain parcels also described on Exhibit A attached hereto (the "Parcels");

WHEREAS, the City intends to create a tax increment financing district including the Parcels as a "redevelopment district";

WHEREAS, the deteriorated condition of the Building creates a health and safety concern necessitating the demolition of the Building prior to the creation of a tax increment financing district;

WHEREAS, Minnesota Statutes, Sections 469.174 to 469.1794 (the "Tax Increment Act") provides that a City may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the City finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, paved or gravel parking lots or other similar structures, and more than 50% of the buildings, not including out buildings, are structurally substandard to a degree requiring substantial renovation or clearance;

WHEREAS, Minnesota Statutes, Section 469.174, subdivision 10(d), provides, among other things, that a parcel may be deemed to be occupied by a structurally substandard building if (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the TIF District with the county auditor; (2) the substandard building was demolished or removed by the City, the demolition or removal was financed by the City or was done by a developer under a development agreement with the City; and (3) the City found by resolution, before the demolition or removal, that the parcel was occupied by a structurally substandard building and that after demolition and clearance the City intended to include the parcel within the district.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thief River Falls, Minnesota, as follows:

1. At least 15% of the area of the Parcels are occupied by the Building or other buildings, streets, paved or gravel parking lots or other similar structures.

2. The Building is "structurally substandard" within the meaning of Minnesota Statutes, Section 469.174, subdivision 10. The reasons and supporting facts for this determination are on file with the staff of the City.

3. Sanford Health (the "Developer") intends to demolish the Building and the City intends to subsequently include the Parcels in a redevelopment tax increment district established pursuant to Minnesota Statutes, Section 469.174, subdivision 10, which TIF District, if established, shall be established within three years of the date hereof.

4. The Mayor and Manager are hereby authorized and directed to execute a Development Agreement with the Developer to provide for the demolition of the Building.

5. Upon filing the request for certification of the tax capacity of the Parcels as part of the TIF District, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted as provided in Minnesota Statutes, Section 469.177, subdivision 1, paragraph (f).

Passed and adopted by the City Council of the City of Thief River Falls, Minnesota, this 20<sup>th</sup> day of July 2021.

---

Mayor

Attest:

---

City Administrator

## EXHIBIT A

|                                |                                                                   |
|--------------------------------|-------------------------------------------------------------------|
| Description of Building:       | Former Sanford Hospital Building                                  |
| Address:                       | 120 Labree Ave. South                                             |
| Parcel Identification Numbers: | 25.003.410.10; 25.003.411.10; 25.003.412.10; and<br>25.005.001.10 |





# 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:** 7/20/2021

**SUBJECT:** S.P> 5703-51 (T.H. 32=032)

**RECOMMENDATION:** It is respectfully requested the council consider the following Public Works Committee recommendation:

**MOTION TO:** To approve the City of Thief River Falls to enter into MnDot Agreement No. 1047358 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the Oakland Park Road realignment construction and other associated construction to be performed upon, along, and adjacent to Turnk Highway No. 32 at Oakland Park Road within the corporate City Limits under State Project No. 5703-51(32=032).

**BACKGROUND:**

**KEY ISSUES:**

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:** Travis Giffen, Public Works Director

**ATTACHMENTS:**

|    |                               |
|----|-------------------------------|
| 1. | S.P. 5703-51 (T.H. 32=032)    |
| 2. | S.P. 5703-51 (T.H. 32=032) #2 |

## Memo

**To:** Brian Ketring  
Engineer Principle

**From:** Malaki Ruranika  
Cooperative Agreements Engineer  Digitally signed by  
Malaki Ruranika  
Date: 2021.07.07  
18:45:14 -05'00'

**Date:** June 30, 2021

**Subject:** Proposed Coop. Const. Agree. No. 1047358  
City of Thief River Falls  
✗ S.P. 5703-51 (T.H. 32=032)  
State Funds  
State payment for T.H. 32 (Oakland Park Road) construction.

Transmitted herewith in is a proposed agreement with the City of Thief River Falls. This agreement provides for the State's share of the costs of the Oakland Park Road realignment construction to be performed on T.H. 32 and Oakland Park Road.

Present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City officers on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the pdf prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

The executed agreement and resolution should be forwarded to this office as soon as possible after the City and the District Engineer have signed. A copy will be returned to the City when fully executed.

**Please send me a copy of your letter transmitting the agreement to the City for approval.**

cc: File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF THIEF RIVER FALLS  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (S.P.): 5703-51  
Trunk Highway Number (T.H.): 32=032

Original Amount Encumbered  
\$160,345.38

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Thief River Falls acting through its City Council ("City").

**Recitals**

1. The City will perform aggregate base, bituminous surfacing, curb & gutter, turf establishment, striping, and other associated construction upon, along, and adjacent to Trunk Highway No. 32 at Oakland Park Road according to City-prepared plans, specifications, and special provisions designated by the City and by the State as State Project No. 5703-51 (T.H. 32=032) ("Project"); and
2. The City requests the State participate in the costs of the Oakland Park Road realignment construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State approved City plans, specifications, and special provisions designated by the City and by the State as State Project No. 5703-51 (T.H. 32=032) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

**2. Right-of-Way Use**

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This



right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. **Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

### 3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. **Rejection of Bids.** The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon

-2-



the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**3.4. Direction, Supervision, and Inspection of Construction.**

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Bemidji five days' notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

**3.5. Contaminated Soils and Groundwater within the State's Cost Participation Limits.**

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

**3.6. Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

**3.7. Plan Changes.** The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

- A. The necessary State funds have been encumbered.
- B. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.



- 3.8. Compliance with Laws, Ordinances, and Regulations.** The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

#### **4. Right-of-Way; Easements; Permits**

- 4.1.** The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Thief River Falls to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

#### **5. Maintenance by the City**

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. Roadways.** Maintenance of Oakland Park Road. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.4. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

**6. Basis of State Cost**

- 6.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. *State Participation Construction*.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for Mobilization and Traffic Control.
  - A.** 100 Percent will be the State's rate of cost participation in all of the Oakland Park Road realignment construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 6.3. *Construction Engineering Costs*.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.
- 6.4. *Addenda, Change Orders, Supplemental Agreements, and Work Orders*.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 6.5. *Liquidated Damages*.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

**7. State Cost and Payment by the State**

- 7.1. *State Cost*.** \$160,345.38 is the State's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost share and a **\$21,000.00** contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover overruns of the plans estimated quantities of State participation construction and State approved additional construction including construction engineering costs.
- 7.2. *Conditions of Payment*.** The State will pay the City the State's total estimated construction cost share, which does not include the 8 percent construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:
  - A.** Encumbrance by the State of the State's total estimated construction cost share, the 8 percent construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".
  - B.** Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
  - C.** The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 7.3. *Limitations of State Payment; No State Payment to Contractor*.** The State's participation in the contract construction is limited to the State participation construction shown in Article 6.2.A, and the State's



participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

- 7.4. Construction Costs Exceeding Encumbered Amount.** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

- 7.5. Records Keeping and Invoicing by the City.** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- D. Copies of all construction contract change orders, supplemental agreements, and work orders.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:

- i. Satisfactory performance and completion of all contract construction according to the Project Plans.
  - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  - iii. Full payment by the City to its contractor for all contract construction.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the District Engineer.
- H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

**7.6. Final Payment by the State.** Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

### 8.2. The City's Authorized Representative will be:

Name, Title: Richard Clauson, City Engineer (or successor)  
 Address: 405 3<sup>rd</sup> Street east, Thief River Falls, MN 56701  
 Telephone: (218) 277-7406  
 E-Mail: rich.clauson@widseth.com

## 9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. Amendments.** Any amendment 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.



**9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **10. Liability; Worker Compensation Claims; Insurance**

**10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

**10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

## **11. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **12. Title VI/Non-discrimination Assurances**

The City agrees to comply with all applicable United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances contained in US 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](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

## **13. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **14. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil



remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

#### 15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 16. Termination; Suspension

**16.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**16.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**16.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

#### 17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

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

Signed: Nicole Peszynski Digitally signed by Nicole Peszynski  
Date: 2021.06.29 13:54:51 -05'00'

SWIFT Purchase Order: 3000596458

**CITY OF THIEF RIVER FALLS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1047358**

**City of Thief River Falls**

S.P. 5703-51 (T.H. 32=032)

Preliminary: June 7, 2021

State Funds

Aggregate base, bituminous surfacing, curb & gutter, turf establishment and striping construction performed under  
City contract with \_\_\_\_\_  
located on Trunk Highway No. 32 at Oakland Park Road according to City-prepared plans

**STATE COST PARTICIPATION**

S.P. 5703-51 Work Items From Sheet No. 2

129,023.50

(1) Construction Subtotal

\$129,023.50

Construction Engineering (8%)

10,321.88

Subtotal

\$139,345.38

(2) Contingency Amount

21,000.00

Encumbered Amount

**\$160,345.38**

(1) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

(2) For the State's use only as described in Article 7.1 of the Agreement



(1) 100% STATE  
(P) PLANNED QUANTITY

1047358

| ITEM<br>NUMBER | S.P. 5703-51<br>WORK ITEM                    | UNIT         | QUANTITY | UNIT PRICE | COST<br>(1)  |
|----------------|----------------------------------------------|--------------|----------|------------|--------------|
| 2021.501       | MOBILIZATION                                 | LUMP SUM     | 0.50     | 35,000.00  | 17,500.00    |
| 2102.503       | PAVEMENT MARKING REMOVAL                     | LIN FT       | 3,117.00 | 2.00       | 6,234.00     |
| 2104.503       | REMOVE CURB AND GUTTER                       | LIN FT       | 138.00   | 8.00       | 1,104.00     |
| 2104.503       | SAWING CONCRETE PAVEMENT (FULL DEPTH)        | LIN FT       | 6.00     | 6.00       | 36.00        |
| 2104.503       | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)      | LIN FT       | 533.00   | 3.50       | 1,865.50     |
| 2105.507       | COMMON EXCAVATION (P)                        | CU YD        | 306.00   | 14.00      | 4,284.00     |
| 2211.507       | AGGREGATE BASE (CV) CLASS 5 (P) (MODIFIED)   | CU YD        | 127.00   | 35.00      | 4,445.00     |
| 2211.507       | AGGREGATE BASE (CV) CLASS 3 (P)              | CU YD        | 762.00   | 30.00      | 22,860.00    |
| 2357.506       | BITUMINOUS MATERIAL FOR TACK COAT            | GALLON       | 97.00    | 2.00       | 194.00       |
| 2360.509       | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)     | TON          | 119.00   | 95.00      | 11,305.00    |
| 2360.509       | TYPE SP 9.5 NON WEARING COURSE MIXTURE (2,B) | TON          | 119.00   | 95.00      | 11,305.00    |
| 2501.502       | 24" RC PIPE APRON                            | EACH         | 4.00     | 1,800.00   | 7,200.00     |
| 2501.503       | 24" RC PIPE CULVERT                          | LIN FT       | 160.00   | 90.00      | 14,400.00    |
| 2531.503       | CONCRETE CURB & GUTTER DESIGN B624           | LIN FT       | 376.00   | 30.00      | 11,280.00    |
| 2563.601       | TRAFFIC CONTROL                              | LUMP SUM     | 0.50     | 5,000.00   | 2,500.00     |
| 2573.501       | EROSION CONTROL SUPERVISOR                   | LUMP SUM     | 0.50     | 500.00     | 250.00       |
| 2573.503       | SEDIMENT CONTROL LOG TYPE WOOD FIBER         | LIN FT       | 50.00    | 20.00      | 1,000.00     |
| 2574.507       | BOULEVARD TOPSOIL BORROW (CV)                | CU YD        | 76.00    | 30.00      | 2,280.00     |
| 2575.605       | TURF ESTABLISHMENT                           | ACRE         | 0.29     | 8,500.00   | 2,465.00     |
| 2582.503       | 24" SOLID LINE MULTI-COMPONENT               | LIN FT       | 76.00    | 12.00      | 912.00       |
| 2582.503       | 4" BROKEN LINE MULTI-COMPONENT               | LIN FT       | 120.00   | 1.50       | 180.00       |
| 2582.503       | 4" DOTTED LINE MULTI-COMPONENT               | LIN FT       | 86.00    | 1.50       | 129.00       |
| 2582.503       | 4" DOUBLE SOLID LINE MULTI-COMPONENT         | LIN FT       | 660.00   | 3.00       | 1,980.00     |
| 2582.503       | 4" SOLID LINE MULTI-COMPONENT                | LIN FT       | 1,250.00 | 1.50       | 1,875.00     |
| 2582.518       | PAVEMENT MESSAGE MULTI-COMPONENT             | SQ FT        | 72.00    | 20.00      | 1,440.00     |
|                |                                              |              |          |            |              |
|                |                                              |              |          | TOTAL      | \$129,023.50 |
|                |                                              |              |          |            |              |
|                | (1) 100% STATE COST                          | \$129,023.50 |          |            |              |
|                |                                              |              |          |            |              |
|                |                                              |              |          |            |              |
|                |                                              |              |          |            |              |
|                |                                              |              |          |            |              |
|                |                                              |              |          |            |              |
|                |                                              |              |          |            |              |

## CITY OF THIEF RIVER FALLS

### RESOLUTION

IT IS RESOLVED that the City of Thief River Falls enter into MnDOT Agreement No. 1047358 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the Oakland Park Road realignment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 32 at Oakland Park Road within the corporate City limits under State Project No. 5703-51 (32=032).

IT IS FURTHER RESOLVED that the Mayor and the CITY ENGINEER (RICHARD CAWSON, P.E.)  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Thief River Falls at an authorized meeting held on the 20th day of July, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)





## Request for Council Action

**DATE:** 7/20/2021

**SUBJECT:** Resolution Establishing Ban on Non-Essential Water Use

### RECOMMENDATION:

**MOTION TO:** Approval by the Mayor and City Council of the City of Bemidji, Minnesota, as follows:

1. All non-essential outdoor municipal water use in the City of Bemidji is hereby banned; specifically, non-essential outdoor water use means:

- a. Irrigation and lawn watering;
- b. Residential car washing;
- c. Pool filling and any recreation use;
- d. Golf courses, parks, athletic fields, and recreation areas;

2. Exemptions from this Water Ban are as follows:

- a. Hand watering of flower pots/baskets and vegetable gardens are permitted.

3. The Council is strongly recommending residents and businesses who are currently utilizing private wells or surface water for irrigation to comply with this water ban in order to conserve water for essential use.

4. This Water Ban shall remain in effect until the Minnesota DNR determines the City is no longer in a Drought Warning Phase or Governor Walz issues an Executive Order pursuant to Minn. Stat. §103G.291, or under further action by the City Council.

**BACKGROUND:** The City received notice on July 16, 2021 from the Minnesota DNR that the City is currently in a Drought Warning Phase; and

when in a Drought Warning Phase, the City is required to implement appropriate water use restrictions and begin working towards the goal of reducing water use to Fifty percent (50%) above January levels; and

according to the Minnesota Department of Natural Resources (DNR), fifty-two percent (52%) of the State of Minnesota is experiencing severe drought and four percent (4%) of the State is experiencing extreme drought; and

**KEY ISSUES:** The Minnesota DNR has indicated under current conditions, it will take approximately 3 to 5 inches of precipitation spread over a period of approximately two (2) weeks to significantly alleviate this drought; and

it is in the best interests of the City to ensure conservation of the City's water supply for essential use.

**FINANCIAL CONSIDERATIONS:**

**LEGAL CONSIDERATION:**

**DEPARTMENT/RESPONSIBLE PERSON:** Wayne Johnson, Water Systems Superintendent

**ATTACHMENTS:**

None

**CITY OF THIEF RIVER FALLS  
INVESTMENT SUMMARY**

| <b>BANK/BROKER</b>                   | <b>TYPE AND DESCRIPTION<br/>OF SECURITY</b> | <b>PAR</b> | <b>MATURITY<br/>DATE</b> | <b>YIELD OR<br/>INTEREST<br/>RATE</b> | <b>CALL<br/>DATE</b> | <b>CURRENT<br/>MARKET<br/>VALUE</b> |
|--------------------------------------|---------------------------------------------|------------|--------------------------|---------------------------------------|----------------------|-------------------------------------|
| <b><u>RBC</u></b>                    |                                             |            |                          |                                       |                      |                                     |
| Goldman Sachs BK SLT Lake City       | Certificate of Deposit - Brokered           | \$200,000  | 24-Jan-22                | 2.95%                                 | <b>23-Jul-19</b>     | \$203,284.00                        |
| Texas Echange Bk Crowley             | Certificate of Deposit - Brokered           | \$249,000  | 25-Mar-22                | 1.00%                                 | <b>27-Apr-20</b>     | \$250,718.10                        |
| Albertville Ala Taxable GO           | Certificate of Deposit - Brokered           | \$255,000  | 01-Jun-22                | 0.64%                                 | <b>01-Jun-21</b>     | \$256,060.80                        |
| Sallie Mae BK Salt lake City         | Certificate of Deposit - Brokered           | \$82,000   | 23-Aug-22                | 2.35%                                 | <b>23-Aug-22</b>     | \$84,107.40                         |
| Bank Hapoalim BM New York            | Certificate of Deposit - Brokered           | \$171,000  | 26-Feb-21                | 0.25%                                 | <b>26-Aug-22</b>     | \$171,268.47                        |
| BMW Bnk North Amer Salt Lake         | Certificate of Deposit - Brokered           | \$209,000  | 11-Oct-23                | 1.85%                                 | <b>11-Apr-20</b>     | \$216,622.23                        |
| Comenity Cap Bk Utah CD 1.2          | Certificate of Deposit - Brokered           | \$249,000  | 15-May-24                | 2.75%                                 | <b>15-May-19</b>     | \$266,459.88                        |
| New York Community Bank              | Certificate of Deposit - Brokered           | \$183,000  | 03-Jun-24                | 0.30%                                 | <b>03-Dec-21</b>     | \$182,974.38                        |
| Port Houston Auth Tex Harris         | Certificate of Deposit - Brokered           | \$500,000  | 01-Oct-24                | 2.25%                                 | <b>12-Aug-20</b>     | \$525,620.00                        |
| Morgan Stanley Pvt Bk                | Certificate of Deposit - Brokered           | \$245,000  | 27-Feb-25                | 1.80%                                 | <b>27-Aug-20</b>     | \$257,355.35                        |
| State Bk India New York NY           | Certificate of Deposit - Brokered           | \$183,000  | 10-Jun-25                | 1.05%                                 | <b>10-Dec-20</b>     | \$187,269.39                        |
| JPMorgan Chase Bank N A CD CLL       | Certificate of Deposit - Brokered           | \$246,000  | 30-Sep-25                | 0.40%                                 | <b>31-Mar-21</b>     | \$244,285.38                        |
| BankUnited A Svgs Bk Miami           | Certificate of Deposit - Brokered           | \$249,000  | 31-Mar-26                | 0.40%                                 | <b>30-Jun-21</b>     | \$249,189.24                        |
| UBS BK USA Salt Lake City UT         | Certificate of Deposit - Brokered           | \$245,000  | 16-Jun-26                | 0.85%                                 | <b>16-Jul-21</b>     | \$244,892.20                        |
| Defiance Ohio City Sch Dist          | Certificate of Deposit - Brokered           | \$550,000  | 01-Dec-28                | 0.00%                                 | <b>01-Dec-28</b>     | \$474,650.00                        |
| Thief River Falls Minn Indpt         | Bond - Brokered                             | \$190,000  | 01-Feb-27                | 1.01%                                 | <b>01-Feb-27</b>     | \$186,555.30                        |
| Plattsburgh NY Pub Impt Bnds         | Bond - Brokered                             | \$200,000  | 01-Nov-22                | 2.25%                                 | <b>02-Nov-17</b>     | \$203,984.00                        |
| <b>RBC INVESTMENTS</b>               |                                             |            |                          |                                       |                      | <hr/> \$4,205,296.12                |
| Border State Bank                    | Certificate of Deposit                      | \$100,000  | 16-Dec-19                | 0.65%                                 | <b>16-Dec-21</b>     | <hr/> \$100,000.00                  |
| <b>BORDER STATE BANK INVESTMENTS</b> |                                             |            |                          |                                       |                      | <hr/> \$100,000.00                  |

|                         |                                   |           |           |        |              |
|-------------------------|-----------------------------------|-----------|-----------|--------|--------------|
| Texas Capital Bank      | Certificate of Deposit - Brokered | \$249,500 | 17-Sep-21 | 0.200% | \$249,500.00 |
| Western Alliance Bank   | Certificate of Deposit - Brokered | \$245,300 | 22-Apr-22 | 0.200% | \$249,500.00 |
| Servisfirst Bank        | Certificate of Deposit - Brokered | \$248,600 | 02-Jul-21 | 0.500% | \$248,600.00 |
| Greenstate Credit Union | Certificate of Deposit - Brokered | \$249,200 | 19-Dec-22 | 0.210% | \$249,200.00 |

**4M INVESTMENTS**

\$996,800.00

**TOTAL CD INVESTMENTS**

\$5,302,096.12

**MONEY MARKET ACCOUNTS**

|                            |                                       |       |                     |
|----------------------------|---------------------------------------|-------|---------------------|
| Piper Jaffray              | First American Gov't Obligations Fund | 1.43% | \$3,167,758.32      |
| RBC                        | US Govt Money Market Fund             | 0.95% | \$0.32              |
| League of Minnesota Cities | 4M Money Market Fund                  | 2.16% | \$4,057,606.72      |
| League of Minnesota Cities | 4M Plus Fund                          | 2.20% | \$25,771.26         |
| League of Minnesota Cities | 4M LTD Account                        |       | <u>\$499,850.00</u> |

**TOTAL MONEY MARKET SAVINGS**

\$7,750,986.62

**GRAND TOTAL**

**06/30/2021** \$13,053,082.74

\*Interest paid every 6 months.