THIEF RIVER FALLS CITY COUNCIL AGENDA
Tuesday, September 17, 2024

COUNCIL CHAMBERS
CITY HALL – 405 3RD ST. EAST
5:30 PM

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC FORUM -** ***Individuals may address the City Council about any item not included on the regular agenda. A maximum of 5 minutes is allotted for the public forum. The City Council will not take official action on items discussed at this time, with the exception of referral to staff or a committee, board or commission for a future report.***

5. **PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**

6. **APPROVE AGENDA -** ***Council members may add items to the agenda for discussion purposes or staff direction. The Council will not normally take official action on items added to the agenda.***

7. **CONSENT AGENDA -** ***These items are considered routine in nature and are approved with one motion without discussion/debate. The Mayor will ask if any Council member wishes to remove an item and place it on the regular agenda for discussion and consideration. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.***
   - 7.1. Approval of September 3, 2024 Council Proceedings (3-14)
   - 7.2. City of Thief River Falls Bills and Disbursements (15-45)

8. **NEW BUSINESS**
   - 8.1. Approval to fill position of Cemetery Technician (46)
   - 8.2. Approve opening of Investigator position (47)
   - 8.3. Approve Towards Zero Death (TZD) Proposal for 2024/2025 (48)
   - 8.4. Approve the Modernization Proposal for the Depot Elevator (49-61)
   - 8.5. Approve the Repair Work on the Carnegie Elevator (62-68)
   - 8.6. First Reading of Amendment to City Code Chapter 152.02 Building permits required (69-70)
   - 8.7. Approve the Repair Work on the foundation and front steps of the Carnegie (71-72)
   - 8.8. Approve the Repair Work on the Public Library Garage/Loading Dock Wall (73-74)

8.9. Approve the Municipal Advisory Service Agreement between the City of Thief River Falls and Northland Securities.(75-80)

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. Committee of the Whole - September 17, 2024 following City Council Meeting

10.2. City Council Meeting - October 1st at 5:30 p.m.

10.3. City/County/School meeting October 2, 2024 at 6 p.m. at Lincoln High School Training Center.

10.4. Public Utilities Committee - October 7th at 7:00 a.m.

10.5. Public Safety/Liquor Committee - October 7th at 4:30 p.m.

10.6. Administrative Services Committee - October 8th at 4:30 p.m. Room 201 City Hall

10.7. Public Works Committee - October 9th at 4:30 p.m.

10.8. City Council Meeting - October 15th at 5:30 p.m.

11. INFORMATIONAL ITEMS

11.1. August 2024 Investment Summary (81-82)

11.2. Reminder: November 5, 2024 City Council must be adjourned by 6 p.m. for election night

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.

COUNCIL Meeting Minutes

Tuesday, September 3, 2024

CALL TO ORDER

This meeting is officially called to order at 5:30 pm on September 3, 2024. This meeting is being presided over by Mayor Brian Holmer.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following Councilmembers were present: Holmer, McCraw, Narverud, Pream, Arlt, Lorenson, Bolduc and Aarstad. Mayor Holmer chaired the meeting.

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc, to approve the agenda.

CONSENT AGENDA

RESOLUTION NO. 09.190.24 : Approval of August 20, 2024 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Anthony Bolduc introduced RESOLUTION 09.190.24, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve the August 20, 2024 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.191.24 : City of Thief River Falls Bills and Disbursements and Council Per Diems

Presented as part of the Consent Agenda, Councilmember Anthony Bolduc introduced RESOLUTION 09.191.24, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of $1,714,310.39 and council per diem in the amount of $2117.50. A printout of the approved payments and disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 09.192.24 : Approve Ecklund-Holmstrom American Legion Post 117 Temporary Intoxicating Liquor License

Following discussion, Councilmember Jason Aarestad introduced Resolution 09.192.24, being seconded by Councilmember Megan Arlt, that:

WHEREAS, Ecklund-Holmstrom American Legion Post 117 has applied for a Temporary Intoxicating Liquor License.

THEREFORE, BE IT RESOLVED Approve a Temporary Liquor License effective October 19, 2024, from 8pm to 1am at the Curling Club, Thief River Falls.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.193.24 : Approve the Employment of Jim Nelson as Power Plant Operator

Following discussion, Councilmember Mike Lorenson introduced Resolution 09.193.24, being seconded by Councilmember Jason Aarestad, that:

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

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

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.194.24: Approve agreement between MNDOT and the City of Thief River Falls to allow MNDOT to act as the City of Thief River Falls' agent in accepting federal aid in connection projects S.P. 170-105-014, S.P. 170-111-023 & S.P. 170-111-025.

Following discussion, Councilmember Steve Narverud introduced Resolution 09.194.24, being seconded by Councilmember Scott Pream, that:

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

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

The Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Thief River Falls to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in

"Minnesota Department of Transportation MNDOT Contract Number 105711," a copy of which said agreement was before the City Council and which is made a part of hereof by reference.

On vote being taken, the resolution was unanimously passed.

Second Reading for Valley Assisted Living Rezoning Request

Councilmember Jason Aarestad motioned, being seconded by Councilmember Michele McCraw to call for the second reading of an ordinance of Valley Assisted Living Rezoning Request.

ORDINANCE NO. ____, 3rd SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING THE CITY ZONING DISTRICTS MAP, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 152.998, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

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

Part of the Southeast Quarter of the Southwest Quarter (SE¼SW¼) of Section Thirty- three (33), Township One Hundred Fifty-four (154) North, Range Forty-three (43) West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows:

Commencing at the northeast corner of said SE¼SW¼; thence South 88 degrees 18 minutes 41 seconds West, assumed bearing, along the north line of said SE¼SW¼, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said SE¼SW¼; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

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

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

Passed by the unanimous vote of the City Council of Thief River Falls, Minnesota, on the 3rd day of September, 2024.

____
Mayor

ATTEST:

____
City Administrator

City Attorney Sparby read the proposed ordinance. Approval follows.

<u>RESOLUTION NO. 09.195.24: Approve the Rezoning Request – Valley Assisted Living</u>

Following discussion, Councilmember Steve Narverud introduced Resolution 09.195.24, being seconded by Councilmember Scott Pream, that:

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

The Property is legally described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 33, Township 154 North, Range 43 West of the Fifth Principal Meridian, Pennington County, Minnesota, described as follows: Commencing at the northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 18 minute 41 seconds West, assumed bearing, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 672.00 feet to the point of beginning; thence South 00 degrees 01 minute 03 seconds West 195.87 feet; thence North 89 degrees 40 minutes 57 seconds East 179.63 feet; thence South 45 degrees 19 minutes 03 seconds East 89.58 feet; thence South 89 degrees 40 minutes 57 seconds West, a distance of 344.96 feet, more or less, to the easterly right of way of the Burlington Northern Santa Fe Railroad; thence northerly along a curve being concave to the northwest, along said easterly right of way, having a radius of 3869.83 feet, a central angle of 03 degrees 54 minutes 05 seconds, an arc length of 263.51 feet, the chord of said curve bears North 11 degrees 20 minutes 58 seconds East and has a chord length of 263.46 feet to the north line of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 18 minutes 41 seconds East, along said north line, a distance of 50.00 feet, more or less, to the point of beginning.

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

WHEREAS, The property was zoned from R-2 General Residential District to C-2 General Business District when MAK Construction was proposing a multi-use development called the Angle. This is simply rezoning the property back to R-2 General Residential District from C-2 General Business

District as the appropriate zoning district for the childcare center is R-2 General Residential District.

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

On vote being taken, the resolution was unanimously passed.

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

Councilmember Steve Narverud motioned, being seconded by Councilmember Jason Aarestad to call for the second reading of an ordinance of amendment to Ordinance 152.069 Off-Street Parking Requirements.

ORDINANCE NO. 129, 3rd SERIES

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

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

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

Sec. 152.069. - Off-street parking requirements.

1. Single-family. Two stalls per dwelling unit and one stall per accessory apartment, subject to specific uses set forth in divisions 10. through 21. of this section.

2. Duplex. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section.

3. Townhouses and condominiums. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section.

4. Multi-family. Two stalls per dwelling unit, subject to specific uses set forth in divisions 10. through 21. of this section. A garage stall shall equal one half of a parking stall in determining the number of parking stalls available.

5. Neighborhood business district. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.

6. General business district. One stall per 400 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.

7. Central business district. One stall per 1,000 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.

8. Downtown fringe district. One stall per 200 square feet of sales floor area, plus one stall per employee on maximum shift, subject to specific uses set forth in divisions 10. through 21. of this section.

9. Industrial district. One stall per two employees on maximum shift and one stall per *commercial vehicle, subject to specific uses set forth in divisions 10. through 21. of this section.*

10. Bar. One stall per three seats based on the design capacity of the establishment.

11. Cafes, restaurants, and clubs. One stall per 30 square feet of dining area and one stall per two employees on maximum shift.

12. Theaters. For the first 100 stalls, one stall per three fixed seats, after the first 100 stalls, one stall per six fixed seats.

13. Professional offices. One stall per 400 square feet of gross floor area, and one stall per two employees.

14. Motels and hotels. One stall per rental unit and five stalls.

15. Home occupation. One stall for every 300 square feet of home occupation area.

16. Schools.

a. College and high school. Three stalls per classroom and one stall per employee.

b. Junior high and elementary. One stall per employee.

17. Federal, state, city and county buildings. Ten stalls and one stall per two employees.

18. Elderly housing. One stall per three dwelling units.

19. Hospitals, rest homes, and nursing homes. Two stalls per 1,000 square feet of gross floor area.

20. Churches, auditoriums, and mortuaries. One stall per six seats.

21. Day Care Facilities. One stall 1 parking space for every 12 day care attendees and one stall for each employee based upon peak maximum staffing.

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

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

Passed by the City Council of Thief River Falls, Minnesota, on the 3rd day of September, 2024, by majority vote.

____
Mayor

ATTEST:

____
Angela Philipp
City Administrator

City Attorney Sparby read the proposed ordinance. Approval to follow.

<u>RESOLUTION NO. 09.196.24 : Approval of Amendment to Ordinance 152.069 Off-Street Parking Requirements.</u>

Following discussion, Councilmember Jason Aarestad introduced Resolution 09.196.24, being seconded by Councilmember Michele McCraw, that:

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

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

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

On vote being taken, the resolution was unanimously passed.

<u>Second Reading of "Interim Use Ordinance."</u>

Councilmember Jason Aarestad motioned, being seconded by Councilmember Scott Pream to call for the second reading of an ordinance of Interim Use Ordinance.

ORDINANCE NO. 129, 3rd SERIES

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

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

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

Sec. 152.037. Purpose of interim uses.

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

Sec. 152.038. Authorization of interim use.

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

Sec. 152.039. Application for interim use.

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

Sec. 152.040. Hearing on application for interim use.
The Planning Commission shall hold a public hearing on each valid and complete application for an interim use as provided in Section 152.038. After the close of the hearing on a proposed interim use, the Planning Commission shall make findings, and shall submit the same together with its recommendations to the City Council.

Sec. 152.041. Action by City Council on interim uses.
The City Council shall make the final decision regarding all applications for interim use. Approval shall require a majority vote of the City Council.

Sec. 152.042. Interim use findings and conditions.
(A) Required findings. The City Council shall make the following findings in order to approve an interim use:
(1) The proposed interim use will utilize property where it is not reasonable to utilize it in a manner provided for in the City's Land Use Plan/Comprehensive Plan.
(2) The proposed interim use is presently acceptable but, given anticipated development, will not be acceptable in the future.
(B) Conditions and guarantees. Any City Council approval of an interim use shall be subject to the following conditions:
(1) Except as otherwise authorized by this section, an interim use shall conform to this ordinance as if it were established as an allowed conditional use.
(2) The date or event that will terminate the interim use shall be identified with certainty, but in no event will it extend beyond 3 years, unless specifically stated and approved by the City Council.
(3) In the event of a public taking of property after the interim use is established, the property owner shall not be entitled to compensation for any increase in value attributable to the interim use.
(4) Such conditions and guarantees as the City Council deems reasonable and necessary to protect the public interest, neighborhood interests and to ensure compliance with the standards of this ordinance and policies of the Land Use Plan.
Sec. 152.043. Termination of interim use.
An approved interim use shall terminate upon the occurrence of any of the following events:
(1) The termination date specified with approval of the interim use, or at the end of 3 years, whichever is greater.
(2) Any violation of the conditions under which the interim conditional use was approved.
(3) A change in this ordinance which would render the interim conditional use nonconforming.

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

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

Passed by the City Council of Thief River Falls, Minnesota, on the 3rd day of September, 2024, by majority vote.

____
Mayor

ATTEST:

____
Angela Philipp
City Administrator

City Attorney Sparby read the ordinance. Approval to follow.

RESOLUTION NO. 09.197.24: Approval of "Interim Use Ordinance."

Following discussion, Councilmember Mike Lorenson introduced Resolution 09.197.24, being seconded by Councilmember Anthony Bolduc, that:

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

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

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

THEREFORE, BE IT RESOLVED Approve an amendment to City Code Chapter 152 to include section 152.037 "Interim Use", and adopting by reference city code Chapter 10, which among other things, contains penalty provisions. And to set the initial application fee at $150.00.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.198.24 : Adopt the City of Thief River Falls Preliminary 2025 Budget

Following discussion, Councilmember Jason Aarestad introduced Resolution 09.198.24, being seconded by Councilmember Steve Narverud, that:

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

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

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.199.24: Approval of Proposed 2025 Tax Levy

Following discussion, Councilmember Mike Lorenson introduced Resolution 09.199.24, being seconded by Councilmember Steve Narverud, that:

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

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

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

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.200.24: Approve the renewal for Civic Clerk including agenda and meeting management

Following discussion, Councilmember Mike Lorenson introduced Resolution 09.200.24, being seconded by Councilmember Scott Pream, that:

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

THEREFORE, BE IT RESOLVED To authorize the City Administrator and Mayor to fully execute the contract with Civic Clerk including agenda and meeting managements for term starting October 30, 2024.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.201.24: Approve an agreement with Bolton & Menk, Inc.

Following discussion, Councilmember Mike Lorenson introduced Resolution 09.201.24, being seconded by Councilmember Michele McCraw, that:

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

Subject to the terms and conditions appended hereto, Bolton & Menk, Inc. agrees to perform various professional services in support of the Repair Project as follows (the "services"):
1. Coordinate the provision of Engineer of Record services as detailed in Exhibit 1 through Robert M. Brown, P.E. of Community Health and Environment, LLC, or Bolton & Menk, Inc. staff;
2. Coordination with General Contractor and on-site construction administration services to ensure Repair Project work complies with the scope of work detailed in Exhibit 1.

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

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.202.24: Approval to rescind resolution no. 8.189.24 Approve Opening Investigator Position

Following discussion, Councilmember Aarstad introduced Resolution 09.202.24, being seconded by

Councilmember Lorenson, that:

THEREFORE, BE IT RESOLVED Rescind resolution no. 8.189.24 dated 8/20/224 to approve opening Investigator Position.

On vote being taken, the resolution was unanimously passed.

COUNCIL BOARDS AND COMMISSIONS REPORTS

- Surplus Auction is available on the website. Closes September 9, 2024.
- Mike Lorenson discussed credit card transaction and convenience fees going to the next Utilities Committee meeting.

UPCOMING MEETINGS

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

INFORMATIONAL ITEMS

- Summary of Performance Evaluation and Termination of City of Thief River Falls employee Tom Harbott.
  - The City Council concluded that Thomas Harbott was not qualified and unable to perform all essential functions of Cemetery Technician. The City Council approved a motion that Thomas Harbott be removed from employment with the City of Thief River Falls, effective August 21, 2024, which will be his last date of employment with the City, for non-disciplinary reasons as specified in City Administrator Angela Philipp's letter to Thomas Harbott dated July 31, 2024.
- Annual Meals on Wheels volunteer day is in October. Signup will be sent to department heads.
- Committee of the Whole meeting after City Council 9/3/2024

ADJOURNMENT

There being no further discussion, Councilmember Mike Lorenson being seconded by Councilmember Scott Pream to adjourn at 5:58 p.m. to the Committee of the Whole meeting. On vote being taken, the Chair declared the motion unanimously carried.

____
Brian D. Holmer, Mayor

Attest: ________________________________
Angela Philipp, City Administrator

CITY OF THIEF RIVER FALLS
EXPENSE ACCOUNT CODES

FUND	DEPARTMENT	DESCRIPTION
100	**GENERAL FUND**	
	4110	City Council
	4140	Elections
	4150	City Administration
	4160	City Attorney
	4192	IT Department
	4194	Government Buildings
	4210	Police
	4215	Emergency Management
	4220	Fire
	4240	Building Official
	4312	Street
	4315	Sanitation
	4316	Street Lighting
	4510	Park Department
	4550	Branch Library
	4560	Carnegie Library Building
	4570	201 Atlantic Ave Garage
	4650	Public Works
	4670	General Administration
210	**COMMUNITY DEVELOPMENT REVOLVING LOAN FUND**	
230	**TRF K-9 UNIT FUND**	
260	**MECC**	
270	**TRAIN CANOPY**	
610	**LIQUOR**	
620	**WATER UTILITY**	
630	**REA & HOMCC ARENAS - VENUWORKS**	
640	**MULTI EVENTS CULTURAL CENTER - VENUWORKS**	
650	**TOURIST PARK CAMPGROUNDS - VENUMORKS**	
670	**STORM WATER UTILITY**	
680	**WASTEWATER UTILITY**	
690	**ELECTRIC UTILITY**	
810	**POLICE RELIEF ASSOCIATION**	
820	**GREENWOOD CEMETERY FUND**	
		1/14/2022

City of Thief River Falls

#7.02

COUNCIL MEETING BILLS
SEPTEMBER 17th 2024

SUMMARY OF DISBURSEMENTS

8/30/2024	AP PKT #1099 - U S POSTMASTER	$2,017.46
8/30/2024	AP PKT #1100 - DIRECT PAYABLES	$148,089.45
8/31/2024	AP PKT #1091 - FLEX BENEFIT REIMBURSEMENT	$160.55
9/5/2024	AP PKT #1095 - #18 PAYROLL	$345.42
9/4/2024	AP PKT #1102 - VON HUTCHINSON	$72,033.21
9/5/2024	AP PKT #1094 - #18 PAYROLL	$261,947.46
9/10/2024	AP PKT #1106 - DIRECT PAYABLES	$20,466.74
9/10/2024	AP PKT #1108 - LIQUOR PAYABLES	$115,308.13
9/10/2024	AP PKT #1109 - DIRECT PAYABLES	$12,189.96
9/17/2024	AP PKT #1114 - COUNCIL MEETING	$288,936.45
GRAND TOTAL OF DISBURSEMENTS		**$921,494.83**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01091 - 8/31/24 FLEX BENEFIT REIMBURSEMENT

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: WEX HEALTH INC							
WEX HEALTH INC	INV0001273	08/23/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		6.78
WEX HEALTH INC	INV0001274	08/23/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		10.00
WEX HEALTH INC	INV0001275	08/27/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		106.19
WEX HEALTH INC	INV0001287	08/30/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		37.58
						Vendor WEX HEALTH INC Total:	**160.55**
						Grand Total:	**160.55**

Fund Summary

Fund		Expense Amount
740 - TRF HEALTH INSURANCE FUND		160.55
	Grand Total:	**160.55**

Account Summary

Account Number	Account Name	Expense Amount
740-20300	Flex Payroll Deductions	160.55
	Grand Total:	**160.55**

Project Account Summary

Project Account Key		Expense Amount
None		160.55
	Grand Total:	**160.55**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01094 - PYPKT01254 - 2024 09 05 #18 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: INTERNAL REVENUE SERVICE							
INTERNAL REVENUE SERVICE	INV0001286	09/05/2024	740-20150	Payroll Taxes Payable	SOCIAL SECURITY		23,117.70
INTERNAL REVENUE SERVICE	INV0001286	09/05/2024	740-20150	Payroll Taxes Payable	MEDICARE		8,277.26
INTERNAL REVENUE SERVICE	INV0001286	09/05/2024	740-20150	Payroll Taxes Payable	FED W/H		28,033.72
						Vendor INTERNAL REVENUE SERVICE Total:	**59,428.68**
Vendor: LAW ENFORCEMENT LABOR SERVICES							
LAW ENFORCEMENT LABOR…	INV0001279	09/05/2024	740-24000	Clearing Account	LELS Dues		987.00
						Vendor LAW ENFORCEMENT LABOR SERVICES Total:	**987.00**
Vendor: MEDICAREBLUE RX							
MEDICAREBLUE RX	INV0001289	09/03/2024	740-4870-63650	Senior Gold BC/BS Monthly …	September 2024		2,062.50
						Vendor MEDICAREBLUE RX Total:	**2,062.50**
Vendor: MESSERLI KRAMER PA							
MESSERLI KRAMER PA	INV0001281	09/05/2024	740-24000	Clearing Account	Garnishment		43.70
						Vendor MESSERLI KRAMER PA Total:	**43.70**
Vendor: MN DPT OF REVENUE - GARNISHMENTS							
MN DPT OF REVENUE - GA…	INV0001282	09/05/2024	740-24000	Clearing Account	Garnishment		373.78
						Vendor MN DPT OF REVENUE - GARNISHMENTS Total:	**373.78**
Vendor: MN DPT OF REVENUE - WITHHOLDING							
MN DPT OF REVENUE - WIT…	INV0001285	09/05/2024	740-20160	State Withholding	State W/H Tax		13,338.30
						Vendor MN DPT OF REVENUE - WITHHOLDING Total:	**13,338.30**
Vendor: NCPERS GROUP LIFE INSURANCE							
NCPERS GROUP LIFE INSUR…	INV0001280	09/05/2024	740-24000	Clearing Account	PLIFE		576.00
						Vendor NCPERS GROUP LIFE INSURANCE Total:	**576.00**
Vendor: NORTHWEST SERVICE COOPERATIVE							
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4150-61310	Health Insurance	Health Insurance Premium		4,968.94
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4210-61310	Health Insurance	Health Insurance Premium		24,941.15
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4220-61310	Health Insurance	Health Insurance Premium		6,686.52
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4312-61310	Health Insurance	Health Insurance Premium		7,611.38
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4315-61310	Health Insurance	Health Insurance Premium		6,686.52
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4510-61310	Health Insurance	Health Insurance		2,642.44
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4650-61310	Health Insurance	Health Insurance Premium		2,642.44
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	100-4660-61310	Health Insurance	Health Insurance Premium		1,625.68
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	610-4825-61310	Health Insurance	Health Insurance Premium		11,254.17
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	620-4825-61310	Health Insurance	Health Insurance Premium		5,336.87
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	680-4825-61310	Health Insurance	Health Insurance Premium		6,525.68

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	690-4825-61310	Health Insurance	Health Insurance Premium		21,271.66
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	740-4870-63620	Employee BC/BS Monthly Bil..	Health Insurance Employee …		14,755.87
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	740-4870-63660	Retiree BC/BS Monthly billi…	Health Insurance Retiree		4,662.14
NORTHWEST SERVICE COO…	INV0001288	09/03/2024	820-4825-61310	Health Insurance	Health Insurance Premium		1,941.62
					Vendor NORTHWEST SERVICE COOPERATIVE Total:		**123,553.08**
Vendor: P E R A OF MN							
P E R A OF MN	INV0001284	09/05/2024	740-20180	PERA Payable	PERA EE/ER COORD		25,373.90
P E R A OF MN	INV0001284	09/05/2024	740-20180	PERA Payable	PERA EE/ER P&F		29,874.01
					Vendor P E R A OF MN Total:		**55,247.91**
Vendor: SUN LIFE FINANCIAL (LTD)							
SUN LIFE FINANCIAL (LTD)	INV0001283	09/05/2024	740-24000	Clearing Account	LTD Premium		513.46
					Vendor SUN LIFE FINANCIAL (LTD) Total:		**513.46**
Vendor: VANTAGEPOINT ICMA							
VANTAGEPOINT ICMA	INV0001276	09/05/2024	740-24000	Clearing Account	Contributions Employee		5,292.70
					Vendor VANTAGEPOINT ICMA Total:		**5,292.70**
Vendor: WEX BANK							
WEX BANK	INV0001278	09/05/2024	740-24000	Clearing Account	HSA		502.20
					Vendor WEX BANK Total:		**502.20**
Vendor: WEX HEALTH INC							
WEX HEALTH INC	INV0001290	09/04/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		18.15
WEX HEALTH INC	INV0001291	09/04/2024	740-20300	Flex Payroll Deductions	FSA Flex Reimbursement		10.00
					Vendor WEX HEALTH INC Total:		**28.15**
					Grand Total:		**261,947.46**

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	57,805.07
610 - LIQUOR DISPENSARY	11,254.17
620 - WATER UTILITY FUND	5,336.87
680 - WASTEWATER UTILITY FUND	6,525.68
690 - ELECTRIC UTILITY FUND	21,271.66
740 - TRF HEALTH INSURANCE FUND	157,812.39
820 - GREENWOOD CEMETERY FUND	1,941.62
Grand Total:	**261,947.46**

Account Summary

Account Number	Account Name	Expense Amount
100-4150-61310	Health Insurance	4,968.94
100-4210-61310	Health Insurance	24,941.15
100-4220-61310	Health Insurance	6,686.52
100-4312-61310	Health Insurance	7,611.38
100-4315-61310	Health Insurance	6,686.52
100-4510-61310	Health Insurance	2,642.44
100-4650-61310	Health Insurance	2,642.44
100-4660-61310	Health Insurance	1,625.68
610-4825-61310	Health Insurance	11,254.17
620-4825-61310	Health Insurance	5,336.87
680-4825-61310	Health Insurance	6,525.68
690-4825-61310	Health Insurance	21,271.66
740-20150	Payroll Taxes Payable	59,428.68
740-20160	State Withholding	13,338.30
740-20180	PERA Payable	55,247.91
740-20300	Flex Payroll Deductions	28.15
740-24000	Clearing Account	8,288.84
740-4870-63620	Employee BC/BS Monthl...	14,755.87
740-4870-63650	Senior Gold BC/BS Mont...	2,062.50
740-4870-63660	Retiree BC/BS Monthly bi..	4,662.14
820-4825-61310	Health Insurance	1,941.62
	Grand Total:	**261,947.46**

Project Account Summary

Project Account Key	Expense Amount
None	261,947.46
Grand Total:	**261,947.46**

Council Approval Register

Packet: APPKT01095 - PYPKT01254 - 2024 09 05 #18 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: VSP INSURANCE CO							
VSP INSURANCE CO	INV0001277	08/26/2024	740-24000	Clearing Account	FLEX VISION		345.42
						Vendor VSP INSURANCE CO Total:	**345.42**
						Grand Total:	**345.42**

Fund Summary

Fund		Expense Amount
740 - TRF HEALTH INSURANCE FUND		345.42
	Grand Total:	**345.42**

Account Summary

Account Number	Account Name	Expense Amount
740-24000	Clearing Account	345.42
	Grand Total:	**345.42**

Project Account Summary

Project Account Key		Expense Amount
None		345.42
	Grand Total:	**345.42**

City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01099 - 08/30/24 U S POSMASTER

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: U S POSTMASTER							
U S POSTMASTER	SEPT 2024	08/29/2024	100-4315-62010	Office Supplies	POSTAGE - SEP 2024 UTILITY..		302.62
U S POSTMASTER	SEPT 2024	08/29/2024	620-4840-62010	Office Supplies	POSTAGE - SEP 2024 UTILITY..		706.11
U S POSTMASTER	SEPT 2024	08/29/2024	680-4840-62010	Office Supplies	POSTAGE - SEP 2024 UTILITY..		201.75
U S POSTMASTER	SEPT 2024	08/29/2024	690-4840-62010	Office Supplies	POSTAGE - SEP 2024 UTILITY..		806.98
						Vendor U S POSTMASTER Total:	**2,017.46**
						Grand Total:	**2,017.46**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		302.62
620 - WATER UTILITY FUND		706.11
680 - WASTEWATER UTILITY FUND		201.75
690 - ELECTRIC UTILITY FUND		806.98
	Grand Total:	**2,017.46**

Account Summary

Account Number	Account Name	Expense Amount
100-4315-62010	Office Supplies	302.62
620-4840-62010	Office Supplies	706.11
680-4840-62010	Office Supplies	201.75
690-4840-62010	Office Supplies	806.98
	Grand Total:	**2,017.46**

Project Account Summary

Project Account Key		Expense Amount
None		2,017.46
	Grand Total:	**2,017.46**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01100 - 08/30/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: CAPITAL ONE							
CAPITAL ONE	1657479873	08/19/2024	100-4210-62010	Office Supplies	JUL / AUG 2024 STMT - SRT ...		191.39
CAPITAL ONE	1657479873	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - NIG...		104.25
CAPITAL ONE	1657479873	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - NIG...		5.12
CAPITAL ONE	1657479873	08/19/2024	100-4315-62880	Personal Protective Equipm...	JUL / AUG 2024 STMT - PPE		46.14
						Vendor CAPITAL ONE Total:	**346.90**
Vendor: ELAN FINANCIAL SERVICES							
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4110-64400	Travel, Conference, School	JUL / AUG 2024 STMT - LO...		329.76
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - AED...		316.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - WA...		164.97
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - PH...		92.59
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-62990	Misc. Operating Expense	JUL / AUG 2024 STMT - ADD...		0.99
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-63320	Training Expense	JUL / AUG 2024 STMT - ACT...		712.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-63320	Training Expense	JUL / AUG 2024 STMT - SW...		724.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4210-63320	Training Expense	JUL / AUG 2024 STMT - DMT..		75.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4220-62400	Small Tools and Minor Equip	JUL / AUG 2024 STMT - AED...		201.99
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4220-62400	Small Tools and Minor Equip	JUL / AUG 2024 STMT - REF...		-12.99
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4312-64370	Taxes and Licenses	JUL / AUG 2024 STMT - BOI...		20.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4312-64370	Taxes and Licenses	JUL / AUG 2024 STMT - BOI...		20.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4315-62010	Office Supplies	JUL / AUG 2024 STMT - EMA..		13.49
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4510-63033	Music in the Park	JUL / AUG 2024 STMT - LO...		107.68
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	100-4510-63033	Music in the Park	JUL / AUG 2024 STMT - LO...		107.68
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	210-4670-64400	Travel, Conference, School	JUL / AUG 2024 STMT - PIZZ...		48.86
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	620-4840-62010	Office Supplies	JUL / AUG 2024 STMT - EMA..		31.48
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	680-4840-62010	Office Supplies	JUL / AUG 2024 STMT - EMA..		9.00
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	680-4840-62400	Small Tools and Minor Equip	JUL / AUG 2024 STMT - LED ...		616.90
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	690-4840-62010	Office Supplies	JUL / AUG 2024 STMT - EMA..		35.98
ELAN FINANCIAL SERVICES	JUL / AUG 2024	08/19/2024	690-4850-62360	Distribution Maint	JUL / AUG 2024 STMT - ELEC..		36.00
						Vendor ELAN FINANCIAL SERVICES Total:	**3,651.38**
Vendor: LEAGUE OF MN CITIES INS TRUST							
LEAGUE OF MN CITIES INS T...	2024 WC ADJ	08/19/2024	100-4670-63610	Insurance Expense	2024 WORKERS COMPENSA...		143,204.00
						Vendor LEAGUE OF MN CITIES INS TRUST Total:	**143,204.00**
Vendor: MINNESOTA ENERGY GROUP-00002							
MINNESOTA ENERGY GROU...	5143105177	08/16/2024	100-4312-63890	Utilities Expense	GAS METER READING - JUL /...		30.01
MINNESOTA ENERGY GROU...	5143105177	08/16/2024	100-4315-63890	Utilities Expense	GAS METER READING - JUL /...		32.90
MINNESOTA ENERGY GROU...	5143105177	08/16/2024	100-4510-63890	Utilities Expense	GAS METER READING - JUL /...		14.10

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
MINNESOTA ENERGY GROU...	5143105177	08/16/2024	100-4510-63890	Utilities Expense	GAS METER READING - JUL /...		21.38
					Vendor MINNESOTA ENERGY GROUP-00002 Total:		**98.39**
Vendor: PEPSI BEVERAGES COMPANY							
PEPSI BEVERAGES COMPANY	27999505	08/08/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		703.65
					Vendor PEPSI BEVERAGES COMPANY Total:		**703.65**
Vendor: VESTIS							
VESTIS	2630322170	08/20/2024	620-4890-63030	Contracts Expense	LAUNDRY SERVICE - 08/20/...		85.13
					Vendor VESTIS Total:		**85.13**
					Grand Total:		**148,089.45**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		146,522.45
210 - COMM DEVELOPMENT REV LOAN FUND		48.86
610 - LIQUOR DISPENSARY		703.65
620 - WATER UTILITY FUND		116.61
680 - WASTEWATER UTILITY FUND		625.90
690 - ELECTRIC UTILITY FUND		71.98
	Grand Total:	**148,089.45**

Account Summary

Account Number	Account Name	Expense Amount
100-4110-64400	Travel, Conference, Sch...	329.76
100-4210-62010	Office Supplies	191.39
100-4210-62990	Misc. Operating Expense	683.92
100-4210-63320	Training Expense	1,511.00
100-4220-62400	Small Tools and Minor E...	189.00
100-4312-63890	Utilities Expense	30.01
100-4312-64370	Taxes and Licenses	40.00
100-4315-62010	Office Supplies	13.49
100-4315-62880	Personal Protective Equi...	46.14
100-4315-63890	Utilities Expense	32.90
100-4510-63033	Music in the Park	215.36
100-4510-63890	Utilities Expense	35.48
100-4670-63610	Insurance Expense	143,204.00
210-4670-64400	Travel, Conference, Sch...	48.86
610-4810-62540	Soft Drinks/Mix for Resa...	703.65
620-4840-62010	Office Supplies	31.48
620-4890-63030	Contracts Expense	85.13
680-4840-62010	Office Supplies	9.00
680-4840-62400	Small Tools and Minor E...	616.90
690-4840-62010	Office Supplies	35.98
690-4850-62360	Distribution Maint	36.00
	Grand Total:	**148,089.45**

Project Account Summary

Project Account Key		Expense Amount
None		148,089.45
	Grand Total:	**148,089.45**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01102 - 09/04/24 VON HUTCHINSON

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: VON HUTCHINSON							
VON HUTCHINSON	09 03 24	09/04/2024	100-4220-62990	Misc. Operating Expense	RELEASE - INSURED PROCE...		72,033.21
						Vendor VON HUTCHINSON Total:	**72,033.21**
						Grand Total:	**72,033.21**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		72,033.21
	Grand Total:	**72,033.21**

Account Summary

Account Number	Account Name	Expense Amount
100-4220-62990	Misc. Operating Expense	72,033.21
	Grand Total:	**72,033.21**

Project Account Summary

Project Account Key		Expense Amount
None		72,033.21
	Grand Total:	**72,033.21**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01106 - 09/10/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	100-4210-62010	Office Supplies	2ND HALF AUG 2024 - COM...		1,217.70
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	100-4210-62990	Misc. Operating Expense	2ND HALF AUG 2024 - TOU...		45.99
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	100-4312-62210	Equipment Maint & Repair	2ND HALF AUG 2024 - WIRI...		9.99
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	100-4312-62400	Small Tools and Minor Equip	2ND HALF AUG 2024 - ANG...		14.58
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	620-4840-62400	Small Tools and Minor Equip	2ND HALF AUG 2024 - TOOL...		219.99
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	680-4850-62220	Lift Station and Pond Maint...	2ND HALF AUG 2024 - HOUR..		52.65
AMAZON CAPITAL SERVICES ..	2ND HALF AUG 2024	08/20/2024	690-4840-62990	Misc. Operating Expense	2ND HALF AUG 2024 - TOOL...		69.96
					Vendor AMAZON CAPITAL SERVICES INC Total:		**1,630.86**
Vendor: ELROY JOHNSRUD							
ELROY JOHNSRUD	INV 512	08/01/2024	100-4240-64470	Refunds and Reimbursemen...	REFUND - BUILDING PERMIT..		118.50
					Vendor ELROY JOHNSRUD Total:		**118.50**
Vendor: MINNESOTA ENERGY GROUP-000053							
MINNESOTA ENERGY GROU...	5161244881	09/03/2024	690-4830-63890	Utilities Expense	GAS METER READING - AUG...		63.24
					Vendor MINNESOTA ENERGY GROUP-000053 Total:		**63.24**
Vendor: PITNEY BOWES BANK INC PURCHASE POWER							
PITNEY BOWES BANK INC P...	AUG 2024	09/01/2024	100-4670-62010	Office Supplies	TRANSACTION FEES		12.88
					Vendor PITNEY BOWES BANK INC PURCHASE POWER Total:		**12.88**
Vendor: T R F CONVENTION &							
T R F CONVENTION &	JUL 2024	09/10/2024	100-4670-63030	Contracts Expense	LODGING TAX - JUL 2024		16,592.96
					Vendor T R F CONVENTION & Total:		**16,592.96**
Vendor: VERIZON WIRELESS #786782900							
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4110-63210	Communication Expense	WIRELESS PHONE SERVICE -...		334.84
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4150-63210	Communication Expense	WIRELESS PHONE SERVICE -...		223.69
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4192-63210	Communication Expense	WIRELESS PHONE SERVICE -...		40.01
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4194-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4210-63210	Communication Expense	WIRELESS PHONE SERVICE -...		700.91
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4240-63210	Communication Expense	WIRELESS PHONE SERVICE -...		-22.06
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4510-63210	Communication Expense	WIRELESS PHONE SERVICE -...		82.46
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4650-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	100-4660-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	610-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	620-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		152.46
VERIZON WIRELESS #78678...	9972047172	08/21/2024	650-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	680-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		41.23
VERIZON WIRELESS #78678...	9972047172	08/21/2024	690-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		206.15

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
VERIZON WIRELESS #78678...	9972047172	08/21/2024	820-4830-63210	Communication Expense	WIRELESS PHONE SERVICE -...		82.46
					Vendor VERIZON WIRELESS #786782900 Total:		**2,048.30**
						Grand Total:	**20,466.74**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		19,496.14
610 - LIQUOR DISPENSARY		41.23
620 - WATER UTILITY FUND		372.45
650 - TOURIST PARK - OAK VIEW GROUP		41.23
680 - WASTEWATER UTILITY FUND		93.88
690 - ELECTRIC UTILITY FUND		339.35
820 - GREENWOOD CEMETERY FUND		82.46
	Grand Total:	**20,466.74**

Account Summary

Account Number	Account Name	Expense Amount
100-4110-63210	Communication Expense	334.84
100-4150-63210	Communication Expense	223.69
100-4192-63210	Communication Expense	40.01
100-4194-63210	Communication Expense	41.23
100-4210-62010	Office Supplies	1,217.70
100-4210-62990	Misc. Operating Expense	45.99
100-4210-63210	Communication Expense	700.91
100-4240-63210	Communication Expense	-22.06
100-4240-64470	Refunds and Reimburse…	118.50
100-4312-62210	Equipment Maint & Repa..	9.99
100-4312-62400	Small Tools and Minor E…	14.58
100-4510-63210	Communication Expense	82.46
100-4650-63210	Communication Expense	41.23
100-4660-63210	Communication Expense	41.23
100-4670-62010	Office Supplies	12.88
100-4670-63030	Contracts Expense	16,592.96
610-4830-63210	Communication Expense	41.23
620-4830-63210	Communication Expense	152.46
620-4840-62400	Small Tools and Minor E…	219.99
650-4830-63210	Communication Expense	41.23
680-4830-63210	Communication Expense	41.23
680-4850-62220	Lift Station and Pond Ma…	52.65
690-4830-63210	Communication Expense	206.15
690-4830-63890	Utilities Expense	63.24
690-4840-62990	Misc. Operating Expense	69.96
820-4830-63210	Communication Expense	82.46
	Grand Total:	**20,466.74**

Project Account Summary

Project Account Key		Expense Amount
None		20,466.74
	Grand Total:	**20,466.74**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01108 - 09/10/24 LIQUOR PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ABSOLUTE ICE							
ABSOLUTE ICE	23943	08/22/2024	610-4810-62590	Misc. Mdse for Resale	PURCHASE - ICE		273.60
ABSOLUTE ICE	24162	08/29/2024	610-4810-62590	Misc. Mdse for Resale	PURCHASE - ICE		399.00
						Vendor ABSOLUTE ICE Total:	**672.60**
Vendor: BERNICK'S							
BERNICK'S	20068283	08/23/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		350.30
						Vendor BERNICK'S Total:	**350.30**
Vendor: BEVERAGE WHOLESALERS INC							
BEVERAGE WHOLESALERS I...	343730	08/22/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		1,484.40
						Vendor BEVERAGE WHOLESALERS INC Total:	**1,484.40**
Vendor: C & L DISTRIBUTING							
C & L DISTRIBUTING	1967129	08/29/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		604.25
C & L DISTRIBUTING	1967129	08/29/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		32.00
						Vendor C & L DISTRIBUTING Total:	**636.25**
Vendor: COCA-COLA BOTTLING COMPANY							
COCA-COLA BOTTLING CO...	4822361	08/01/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		402.00
COCA-COLA BOTTLING CO...	4859004	08/08/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		219.50
COCA-COLA BOTTLING CO...	4859044	08/15/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		268.50
COCA-COLA BOTTLING CO...	4859090	08/22/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		497.50
COCA-COLA BOTTLING CO...	4859129	08/29/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		451.00
						Vendor COCA-COLA BOTTLING COMPANY Total:	**1,838.50**
Vendor: CORE-MARK MIDCONTINENT INC							
CORE-MARK MIDCONTINEN...	1761109	08/28/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		23.23
CORE-MARK MIDCONTINEN...	1761109	08/28/2024	610-4810-62590	Misc. Mdse for Resale	PURCHASE - TOBACCO		3,264.41
						Vendor CORE-MARK MIDCONTINENT INC Total:	**3,287.64**
Vendor: DWIGHT TANGQUIST							
DWIGHT TANGQUIST	08 16 24	08/16/2024	610-4810-62590	Misc. Mdse for Resale	12 OZ CUPS		95.60
						Vendor DWIGHT TANGQUIST Total:	**95.60**
Vendor: LESLIE MICHAEL COTA							
LESLIE MICHAEL COTA	494138	08/28/2024	610-4890-63030	Contracts Expense	GRASS MOWING SERVICES -...		240.00
						Vendor LESLIE MICHAEL COTA Total:	**240.00**
Vendor: MC KINNON COMPANY INC							
MC KINNON COMPANY INC	797382	08/20/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		16,178.05
MC KINNON COMPANY INC	798415	08/23/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		912.00
MC KINNON COMPANY INC	798415	08/23/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		4,208.00

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
MC KINNON COMPANY INC	798704	08/27/2024	610-4810-62510	Liquor for Resale	RETURN CREDIT - LIQUOR		-9.50
MC KINNON COMPANY INC	798704	08/27/2024	610-4810-62520	Beer for Resale	RETURN CREDIT - BEER		-70.36
MC KINNON COMPANY INC	798705	08/27/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		8,934.90
MC KINNON COMPANY INC	798787	08/27/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		300.00
MC KINNON COMPANY INC	798869	08/27/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		5,781.50
MC KINNON COMPANY INC	799502	08/29/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		30.00
MC KINNON COMPANY INC	799502	08/29/2024	610-4890-64900	Civic Events	DONATION - NITE TO UNITE		50.00
MC KINNON COMPANY INC	799712	08/30/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		410.00
MC KINNON COMPANY INC	799712	08/30/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		7,975.65
MC KINNON COMPANY INC	799858	08/30/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		1,103.20
MC KINNON COMPANY INC	907000145	08/20/2024	610-4810-62520	Beer for Resale	RETURN CREDIT - BEER		-59.10
						Vendor MC KINNON COMPANY INC Total:	**45,744.34**
Vendor: NORTHWEST BEVERAGE INC							
NORTHWEST BEVERAGE INC	152063	08/16/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		578.25
NORTHWEST BEVERAGE INC	152063	08/16/2024	610-4810-62510	Liquor for Resale	PURCHASE - BEER		14,791.50
NORTHWEST BEVERAGE INC	152071	08/19/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		115.65
NORTHWEST BEVERAGE INC	152071	08/19/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		10,105.00
NORTHWEST BEVERAGE INC	152152	08/21/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		3,024.50
NORTHWEST BEVERAGE INC	152153	08/21/2024	610-4810-62520	Beer for Resale	RETURN CREDIT - BEER		-5,820.50
NORTHWEST BEVERAGE INC	152154	08/22/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		5,771.00
NORTHWEST BEVERAGE INC	152194	08/23/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		323.40
NORTHWEST BEVERAGE INC	152194	08/23/2024	610-4810-62520	Beer for Resale	PURCHASE -BEER		6,408.50
NORTHWEST BEVERAGE INC	152200	08/26/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		115.65
NORTHWEST BEVERAGE INC	152200	08/26/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		17,411.80
NORTHWEST BEVERAGE INC	152200	08/26/2024	610-4810-62540	Soft Drinks/Mix for Resale	PURCHASE - MIX		190.00
NORTHWEST BEVERAGE INC	152227	08/26/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		302.00
NORTHWEST BEVERAGE INC	152317	08/30/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		242.55
NORTHWEST BEVERAGE INC	152317	08/30/2024	610-4810-62520	Beer for Resale	PURCHASE - BEER		6,053.45
						Vendor NORTHWEST BEVERAGE INC Total:	**59,612.75**
Vendor: SMALL LOT COOP LLC							
SMALL LOT COOP LLC	08 16 24	08/16/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		607.92
SMALL LOT COOP LLC	MN80775	08/16/2024	610-4810-62510	Liquor for Resale	PURCHASE - LIQUOR		599.83
SMALL LOT COOP LLC	MN80775	08/16/2024	610-4810-62530	Wine for Resale	PURCHASE - WINE		138.00
						Vendor SMALL LOT COOP LLC Total:	**1,345.75**
						Grand Total:	**115,308.13**

Fund Summary

Fund		Expense Amount
610 - LIQUOR DISPENSARY		115,308.13
	Grand Total:	**115,308.13**

Account Summary

Account Number	Account Name	Expense Amount
610-4810-62510	Liquor for Resale	18,079.33
610-4810-62520	Beer for Resale	89,696.24
610-4810-62530	Wine for Resale	745.92
610-4810-62540	Soft Drinks/Mix for Resa...	2,464.03
610-4810-62590	Misc. Mdse for Resale	4,032.61
610-4890-63030	Contracts Expense	240.00
610-4890-64900	Civic Events	50.00
	Grand Total:	**115,308.13**

Project Account Summary

Project Account Key		Expense Amount
None		115,308.13
	Grand Total:	**115,308.13**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01109 - 09/10/24 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: BRIAN MOYER							
BRIAN MOYER	1155	08/09/2024	100-4510-63030	Contracts Expense	STUMP GRINDING SERVICES		2,790.00
						Vendor BRIAN MOYER Total:	**2,790.00**
Vendor: GLOBAL PAYMENTS INTEGRATED							
GLOBAL PAYMENTS INTEGR…	AUG 2024 - ASHLEY	09/03/2024	100-4670-63060	Credit Card Fees	CREDIT CARD FEES - AUG 20…		66.07
GLOBAL PAYMENTS INTEGR…	AUG 2024 - ASHLEY	09/03/2024	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - AUG 20…		1,402.70
GLOBAL PAYMENTS INTEGR…	AUG 2024 - ELEC	09/03/2024	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - AUG 2…		6,666.55
GLOBAL PAYMENTS INTEGR…	AUG 2024 - GEN	09/03/2024	100-4670-63060	Credit Card Fees	CREDIT CARD FEES - AUG 20…		188.95
GLOBAL PAYMENTS INTEGR…	AUG 2024	09/03/2024	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - AUG 20…		190.51
						Vendor GLOBAL PAYMENTS INTEGRATED Total:	**8,514.78**
Vendor: NORMAN BETLAND							
NORMAN BETLAND	017	09/09/2024	100-4650-63030	Contracts Expense	GIS CONSULTING SERVICES		165.00
						Vendor NORMAN BETLAND Total:	**165.00**
Vendor: VERIZON WIRELESS #742042583							
VERIZON WIRELESS #74204…	9972831457	09/01/2024	100-4220-63210	Communication Expense	IPAD CHARGES - SEP 2024		80.02
VERIZON WIRELESS #74204…	9972831457	09/01/2024	100-4240-63210	Communication Expense	IPAD CHARGES - SEP 2024		40.01
VERIZON WIRELESS #74204…	9972831457	09/01/2024	100-4650-63210	Communication Expense	IPAD CHARGES - SEP 2024		80.02
VERIZON WIRELESS #74204…	9972831457	09/01/2024	620-4830-63210	Communication Expense	IPAD CHARGES - SEP 2024		120.03
VERIZON WIRELESS #74204…	9972831457	09/01/2024	680-4830-63210	Communication Expense	IPAD CHARGES - SEP 2024		40.01
VERIZON WIRELESS #74204…	9972831457	09/01/2024	690-4830-63210	Communication Expense	IPAD CHARGES - SEP 2024		360.09
						Vendor VERIZON WIRELESS #742042583 Total:	**720.18**
						Grand Total:	**12,189.96**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		3,410.07
620 - WATER UTILITY FUND		120.03
680 - WASTEWATER UTILITY FUND		40.01
690 - ELECTRIC UTILITY FUND		8,619.85
	Grand Total:	**12,189.96**

Account Summary

Account Number	Account Name	Expense Amount
100-4220-63210	Communication Expense	80.02
100-4240-63210	Communication Expense	40.01
100-4510-63030	Contracts Expense	2,790.00
100-4650-63030	Contracts Expense	165.00
100-4650-63210	Communication Expense	80.02
100-4670-63060	Credit Card Fees	255.02
620-4830-63210	Communication Expense	120.03
680-4830-63210	Communication Expense	40.01
690-4830-63210	Communication Expense	360.09
690-4890-63060	Credit Card Fees	8,259.76
	Grand Total:	**12,189.96**

Project Account Summary

Project Account Key		Expense Amount
None		12,189.96
	Grand Total:	**12,189.96**

Council Approval Register

City of Thief River Falls, MN

Packet: APPKT01114 - 09/17/24 COUNCIL MEETING

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ACE RENT-ALL							
ACE RENT-ALL	05 29 24 - 1 50	05/29/2024	100-4510-64190	Rentals/Leases	RENTAL FEE - PORTA POTTY ...		2,336.00
ACE RENT-ALL	06 12 24 - 11 22	08/06/2024	100-4510-64190	Rentals/Leases	RENTAL FEE - PORTA POTTY ...		642.00
ACE RENT-ALL	08 05 24 - 3 21	08/05/2024	100-4210-62990	Misc. Operating Expense	RENTAL FEE - PORTA POTTY ...		250.00
						Vendor ACE RENT-ALL Total:	**3,228.00**
Vendor: ACME ELECTRIC COMPANIES							
ACME ELECTRIC COMPANIES	13156210	08/15/2024	100-4315-62210	Equipment Maint & Repair	FLOAT VALVE		59.70
						Vendor ACME ELECTRIC COMPANIES Total:	**59.70**
Vendor: AQUA PURE INC							
AQUA PURE INC	TRFMN2413	09/06/2024	620-4840-62160	Chemicals	CHEMICALS		13,777.67
						Vendor AQUA PURE INC Total:	**13,777.67**
Vendor: BERGSTROM ELECTRIC INC							
BERGSTROM ELECTRIC INC	19913	08/29/2024	680-4850-62210	Equipment Maint & Repair	LABOR - LIFT #9 GENERATOR		237.50
						Vendor BERGSTROM ELECTRIC INC Total:	**237.50**
Vendor: BREDESON OFFICE SUPPLY							
BREDESON OFFICE SUPPLY	0213643	08/28/2024	680-4840-62990	Misc. Operating Expense	STENO BOOKS - LIFT STN RE...		15.00
						Vendor BREDESON OFFICE SUPPLY Total:	**15.00**
Vendor: BRODIN SHEET METAL INC							
BRODIN SHEET METAL INC	68341	08/26/2024	620-4850-62230	Building Maint & Repair	INSTALL VENTILATION SYS -...		15,398.00
						Vendor BRODIN SHEET METAL INC Total:	**15,398.00**
Vendor: CLARKE MOSQUITO CONTROL PRODUCTS							
CLARKE MOSQUITO CONTR...	005110536	09/04/2024	100-4510-65400	Machinery & Equipment	GRIZZLY MOSQUITO FOGGER		22,000.00
						Vendor CLARKE MOSQUITO CONTROL PRODUCTS Total:	**22,000.00**
Vendor: DANA C KLOS							
DANA C KLOS	AUG 2024	08/28/2024	100-4210-63100	Animal Control	ANIMAL CONTROL - AUG 20...		90.00
DANA C KLOS	JUL 2024	07/15/2024	100-4210-63100	Animal Control	ANIMAL CONTROL - JUL 2024		90.00
						Vendor DANA C KLOS Total:	**180.00**
Vendor: DITCH WITCH OF MN AND IA							
DITCH WITCH OF MN AND IA	C26437	08/01/2024	690-4850-62210	Equipment Maint & Repair	SPRAY WAND - DITCH WITC...		269.21
						Vendor DITCH WITCH OF MN AND IA Total:	**269.21**
Vendor: EVANS SCRAP AND STEEL INC							
EVANS SCRAP AND STEEL INC	0223796	08/12/2024	100-4312-62400	Small Tools and Minor Equip	WELDING WIRE		74.99
						Vendor EVANS SCRAP AND STEEL INC Total:	**74.99**

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FALLS TOWING LLC							
FALLS TOWING LLC	24908	08/29/2024	100-4210-62990	Misc. Operating Expense	TOWING CHARGES		90.00
FALLS TOWING LLC	24915	09/03/2024	100-4210-62990	Misc. Operating Expense	TOWING CHARGES		145.00
						Vendor FALLS TOWING LLC Total:	**235.00**
Vendor: FORUM COMMUNICATIONS COMPANY							
FORUM COMMUNICATIONS...	MP1977920824	08/31/2024	100-4650-63490	Advertising	ADVERTISING - GIS TECHNIC...		900.00
						Vendor FORUM COMMUNICATIONS COMPANY Total:	**900.00**
Vendor: FS3 INC							
FS3 INC	90547	08/29/2024	690-4850-62210	Equipment Maint & Repair	HOSE - BORING MACHINE		600.53
FS3 INC	90557	08/30/2024	690-4850-62210	Equipment Maint & Repair	8" REEMER - BORING MACH...		2,551.90
						Vendor FS3 INC Total:	**3,152.43**
Vendor: GOPHER STATE ONE CALL							
GOPHER STATE ONE CALL	4080790	08/31/2024	690-4850-62360	Distribution Maint	BILLABLE LOCATES - AUG 20...		145.80
						Vendor GOPHER STATE ONE CALL Total:	**145.80**
Vendor: GRAND FORKS FIRE EQUIPMENT LLC							
GRAND FORKS FIRE EQUIP...	41696	08/29/2024	100-4220-62400	Small Tools and Minor Equip	SCBA CONTROL MOD WITH ...		7,740.00
GRAND FORKS FIRE EQUIP...	41696	08/29/2024	100-4220-62880	Personal Protective Equipm...	CESTUS SONIC 10 GLOVE		70.00
						Vendor GRAND FORKS FIRE EQUIPMENT LLC Total:	**7,810.00**
Vendor: GRAYMONT WESTERN CANADA INC							
GRAYMONT WESTERN CAN...	3-423045 RI	09/05/2024	620-4840-62160	Chemicals	BULK PEBBLED QUICKLIME		9,020.97
						Vendor GRAYMONT WESTERN CANADA INC Total:	**9,020.97**
Vendor: GREGORY STEPHEN HUFNAGLE							
GREGORY STEPHEN HUFNA...	110	09/04/2024	100-4240-63030	Contracts Expense	BUILDING OFFICIAL SERVICE...		11,218.86
						Vendor GREGORY STEPHEN HUFNAGLE Total:	**11,218.86**
Vendor: HACH COMPANY							
HACH COMPANY	14162909	08/26/2024	620-4850-62220	Plant Equip Maint & Repair	PH ANALYZER		668.20
						Vendor HACH COMPANY Total:	**668.20**
Vendor: HUGOS #7							
HUGOS #7	0027	08/29/2024	100-4510-62990	Misc. Operating Expense	GROCERY ITEMS - M OLSON...		92.56
HUGOS #7	0044	08/06/2024	100-4210-62990	Misc. Operating Expense	UTENSILS - NIGHT TO UNITE		44.66
HUGOS #7	0079	08/06/2024	100-4210-62990	Misc. Operating Expense	GROCERY ITEMS - NIGHT TO...		41.64
						Vendor HUGOS #7 Total:	**178.86**
Vendor: IHLE SPARBY AND HAASE PA							
IHLE SPARBY AND HAASE PA	04523	09/01/2024	100-4160-63040	Legal Fees	CONTRACT SERVICES - AUG ...		2,600.00
IHLE SPARBY AND HAASE PA	04524	09/01/2024	100-4160-63040	Legal Fees	CRIMINAL SERVICES - AUG ...		5,250.00
						Vendor IHLE SPARBY AND HAASE PA Total:	**7,850.00**
Vendor: LEAGUE OF MN CITIES INS TRUST							
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	100-4670-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...		29,742.92
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	610-4870-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...		1,593.86
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	620-4870-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...		6,758.17

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item) (None)	Amount
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	680-4870-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...	3,510.13
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	690-4870-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...	10,566.34
LEAGUE OF MN CITIES INS T...	4TH QTR 2024	09/04/2024	820-4870-63610	Insurance Expense	4TH QTR 2024 PROPERTY/...	85.58
					Vendor LEAGUE OF MN CITIES INS TRUST Total:	**52,257.00**
Vendor: MARK BORSETH						
MARK BORSETH	2024-8	08/31/2024	100-4660-63030	Contracts Expense	PLANNING & ZONING SERVI...	225.00
					Vendor MARK BORSETH Total:	**225.00**
Vendor: MARSHALL COUNTY SHERIFFS OFFICE						
MARSHALL COUNTY SHERIF...	TZD 2023-2024	06/30/2024	100-4210-62990	Misc. Operating Expense	1ST QTR TZD REIMBURSEM...	1,151.27
MARSHALL COUNTY SHERIF...	TZD 2023-2024	06/30/2024	100-4210-62990	Misc. Operating Expense	3RD QTR TZD REIMBURSEM...	2,926.37
					Vendor MARSHALL COUNTY SHERIFFS OFFICE Total:	**4,077.64**
Vendor: MIKES AUTOMOTIVE CENTER INC						
MIKES AUTOMOTIVE CENTE...	6725	08/28/2024	100-4510-62210	Equipment Maint & Repair	TIRE REPAIR	25.00
					Vendor MIKES AUTOMOTIVE CENTER INC Total:	**25.00**
Vendor: MN DPT OF LABOR & INDUSTRY						
MN DPT OF LABOR & INDUS...	ALR0165410X	08/31/2024	630-4890-64370	Taxes and Licenses	2024 ELEVATOR OPERATORS..	100.00
					Vendor MN DPT OF LABOR & INDUSTRY Total:	**100.00**
Vendor: MN DPT OF TRANSPORTATION						
MN DPT OF TRANSPORTATI...	00000818007	09/05/2024	100-4312-63030	Contracts Expense	LATEX STRIPPING	5,772.94
					Vendor MN DPT OF TRANSPORTATION Total:	**5,772.94**
Vendor: MORRIS ELECTRONICS INC						
MORRIS ELECTRONICS INC	9489	08/14/2024	100-4192-63020	Computer Maintenance & li...	SERVICE DAY	1,943.75
MORRIS ELECTRONICS INC	9619	08/23/2024	100-4220-62420	Computer Equipment	SECURITY FIREWALL	830.46
MORRIS ELECTRONICS INC	9619	08/23/2024	690-4840-62020	Computer Supplies	SECURITY FIREWALL	830.46
					Vendor MORRIS ELECTRONICS INC Total:	**3,604.67**
Vendor: NORTHERN STATE BANK						
NORTHERN STATE BANK	AUG 2024	09/05/2024	100-4150-63030	Contracts Expense	MONTHLY SERVICE CHARGE ..	321.49
					Vendor NORTHERN STATE BANK Total:	**321.49**
Vendor: NORTHWEST BEVERAGE INC						
NORTHWEST BEVERAGE INC	1039	09/03/2024	100-4550-63140	Regional Library System Py...	2ND QTR 2024 ALLOCATION	43,556.00
NORTHWEST BEVERAGE INC	1039	09/03/2024	100-4550-63140	Regional Library System Py...	3RD QTR 2024 ALLOCATION	43,556.00
					Vendor NORTHWEST BEVERAGE INC Total:	**87,112.00**
Vendor: PENNINGTON CO SHERIFF						
PENNINGTON CO SHERIFF	TZD REIMB	06/30/2024	100-4210-62990	Misc. Operating Expense	1ST QTR TZD REIMBURSEM...	1,005.07
PENNINGTON CO SHERIFF	TZD REIMB	06/30/2024	100-4210-62990	Misc. Operating Expense	3RD QTR TZD REIMBURSEM...	2,491.32
					Vendor PENNINGTON CO SHERIFF Total:	**3,496.39**
Vendor: PETERSON LUMBER COMPANY						
PETERSON LUMBER COMP...	2408-066332	08/24/2024	680-4840-62990	Misc. Operating Expense	SACRETE CONCRETE - SEWE...	13.37
					Vendor PETERSON LUMBER COMPANY Total:	**13.37**

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: RHI SUPPLY							
RHI SUPPLY	1391413	09/05/2024	690-4840-62990	Misc. Operating Expense	TOOLS		95.52
						Vendor RHI SUPPLY Total:	**95.52**
Vendor: SMALL SHOVEL INC							
SMALL SHOVEL INC	09 01 24	09/01/2024	620-4890-63110	Consulting Fees	HARRIS MDM - SEP 2024		3,750.00
						Vendor SMALL SHOVEL INC Total:	**3,750.00**
Vendor: STONES MOBILE RADIO INC							
STONES MOBILE RADIO INC	2057147	08/28/2024	100-4210-62990	Misc. Operating Expense	WALKIE BATTERIES		540.00
STONES MOBILE RADIO INC	2057178	08/20/2024	100-4210-62210	Equipment Maint & Repair	RADIO REPAIR		147.65
						Vendor STONES MOBILE RADIO INC Total:	**687.65**
Vendor: TROY MERCIL CONSTRUCTION LLC							
TROY MERCIL CONSTRUCTI…	783	08/29/2024	820-4890-63030	Contracts Expense	OPEN / CLOSE FEE - ARLEN …		800.00
						Vendor TROY MERCIL CONSTRUCTION LLC Total:	**800.00**
Vendor: VIA ACTUARIAL SOLUTIONS							
VIA ACTUARIAL SOLUTIONS	TFF-2024-08	09/10/2024	100-4220-63030	Contracts Expense	ACTUARIAL SERVICES - GASB..		1,000.00
						Vendor VIA ACTUARIAL SOLUTIONS Total:	**1,000.00**
Vendor: WADE ALLEN COTA							
WADE ALLEN COTA	840688	09/02/2024	100-4240-63030	Contracts Expense	GRASS MOWING SERVICES		160.00
						Vendor WADE ALLEN COTA Total:	**160.00**
Vendor: WALLWORK TRUCK CENTER GRAND FORKS							
WALLWORK TRUCK CENTER…	09P73467	08/01/2024	100-4220-62210	Equipment Maint & Repair	CONTROL - E'97 REPAIR		1,271.74
						Vendor WALLWORK TRUCK CENTER GRAND FORKS Total:	**1,271.74**
Vendor: WASTE MASTERS LLC							
WASTE MASTERS LLC	437	08/31/2024	100-4315-63030	Contracts Expense	GARBAGE TIPPING FEE - AU…		25,207.53
WASTE MASTERS LLC	48X00255	08/31/2024	100-4315-63030	Contracts Expense	DOWNTOWN COLLECTION -…		162.50
						Vendor WASTE MASTERS LLC Total:	**25,370.03**
Vendor: WESTSIDE MOTORS OF TRF INC							
WESTSIDE MOTORS OF TRF …	27662	08/14/2024	620-4840-62120	Gas-Oil-Lube	LABOR - OIL / FILTER '21 R…		65.83
						Vendor WESTSIDE MOTORS OF TRF INC Total:	**65.83**
Vendor: WIDSETH SMITH NOLTING ASC INC							
WIDSETH SMITH NOLTING …	230966	08/24/2024	260-4680-65920	Work in Process - Eng/Archt…	PROF SRVCS - NETTING PRO…		570.00
WIDSETH SMITH NOLTING …	231561	06/27/2024	260-4680-65920	Work in Process - Eng/Archt…	PROF SRVCS - NETTING PRO…		842.49
WIDSETH SMITH NOLTING …	232991	08/20/2024	820-4890-63030	Contracts Expense	PROF SRVCS - SG CEMETERY…		897.50
						Vendor WIDSETH SMITH NOLTING ASC INC Total:	**2,309.99**
						Grand Total:	**288,936.45**

Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		215,772.42
260 - MULTI-EVENTS CENTER FUND		1,412.49
610 - LIQUOR DISPENSARY		1,593.86
620 - WATER UTILITY FUND		49,438.84
630 - ARENAS - OAK VIEW GROUP		100.00
680 - WASTEWATER UTILITY FUND		3,776.00
690 - ELECTRIC UTILITY FUND		15,059.76
820 - GREENWOOD CEMETERY FUND		1,783.08
	Grand Total:	**288,936.45**

Account Summary

Account Number	Account Name	Expense Amount
100-4150-63030	Contracts Expense	321.49
100-4160-63040	Legal Fees	7,850.00
100-4192-63020	Computer Maintenance…	1,943.75
100-4210-62210	Equipment Maint & Repa..	147.65
100-4210-62990	Misc. Operating Expense	8,685.33
100-4210-63100	Animal Control	180.00
100-4220-62210	Equipment Maint & Repa..	1,271.74
100-4220-62400	Small Tools and Minor E…	7,740.00
100-4220-62420	Computer Equipment	830.46
100-4220-62880	Personal Protective Equi…	70.00
100-4220-63030	Contracts Expense	1,000.00
100-4240-63030	Contracts Expense	11,378.86
100-4312-62400	Small Tools and Minor E…	74.99
100-4312-63030	Contracts Expense	5,772.94
100-4315-62210	Equipment Maint & Repa..	59.70
100-4315-63030	Contracts Expense	25,370.03
100-4510-62210	Equipment Maint & Repa..	25.00
100-4510-62990	Misc. Operating Expense	92.56
100-4510-64190	Rentals/Leases	2,978.00
100-4510-65400	Machinery & Equipment	22,000.00
100-4550-63140	Regional Library System …	87,112.00
100-4650-63490	Advertising	900.00
100-4660-63030	Contracts Expense	225.00
100-4670-63610	Insurance Expense	29,742.92
260-4680-65920	Work in Process - Eng/Ar…	1,412.49
610-4870-63610	Insurance Expense	1,593.86
620-4840-62120	Gas-Oil-Lube	65.83
620-4840-62160	Chemicals	22,798.64
620-4850-62220	Plant Equip Maint & Rep…	668.20
620-4850-62230	Building Maint & Repair	15,398.00

Account Summary

Account Number	Account Name	Expense Amount
620-4870-63610	Insurance Expense	6,758.17
620-4890-63110	Consulting Fees	3,750.00
630-4890-64370	Taxes and Licenses	100.00
680-4840-62990	Misc. Operating Expense	28.37
680-4850-62210	Equipment Maint & Repa..	237.50
680-4870-63610	Insurance Expense	3,510.13
690-4840-62020	Computer Supplies	830.46
690-4840-62990	Misc. Operating Expense	95.52
690-4850-62210	Equipment Maint & Repa..	3,421.64
690-4850-62360	Distribution Maint	145.80
690-4870-63610	Insurance Expense	10,566.34
820-4870-63610	Insurance Expense	85.58
820-4890-63030	Contracts Expense	1,697.50
	Grand Total:	**288,936.45**

Project Account Summary

Project Account Key		Expense Amount
None		288,936.45
	Grand Total:	**288,936.45**

City of Thief River Falls

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

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

Request for Council Action

DATE: 9/17/2024

SUBJECT: Approval to fill position of Cemetery Technician

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

MOTION TO: To authorize to begin the process to fill a position of Cemetery Technician in the Public Works Department. Position shall be open to Teamster #320 employees for ten days, as per union contract and if not filled through this process, the Public Works Cemetery Technician position will be opened to the public.

BACKGROUND: The Public Works Department is seeking to fill a position of Cemetery Technician due to the termination of Thomas Harbott effective August 21, 2024.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: The position of Cemetery Technician is a budgeted position.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:
None

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Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve opening of Investigator position.

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

MOTION TO: To approve the opening of an Investigator position. The position will be open to the LELS Local #193 union for 10 days.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is a budgeted position.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Marissa Adams, Chief of Police

ATTACHMENTS:
None

City of Thief River Falls

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Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve Towards Zero Death (TZD) Proposal for 2024/2025

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

MOTION TO: To approve 2024/2025 TZD Grant to the Thief River Falls Police Department to share with the Pennington County Sheriff's office and Marshall County Sheriff's office.

BACKGROUND: Thief River Falls Police Officer Ben Tureson oversees our TZD program. Officer Tureson and Pennington County Deputy Alex Henningson drafted a grant for TZD funds. The state awarded $18,500.00 to the Thief River Falls Police Department, the Pennington County Sheriff's office and the Marshall County Sheriff's office. These funds will be split equally between departments and will go towards TZD enforcement, which includes distracted driving, seatbelt and move over enforcement. The funds will go towards overtime related to this enforcement and any other assistance with this special enforcement. This grant will start on October 1st, 2024 and will end September 30th, 2025. Officer Tureson will handle scheduling and other tasks related to this program.

KEY ISSUES: Council approval is required before the funds can be used towards this enforcement

FINANCIAL CONSIDERATIONS: $18,500.00 is granted by the state for this enforcement.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Chief of Police, Marissa Adam

ATTACHMENTS:
None

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Thief River Falls MN 56701-0528

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Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve the modernization Proposal for the Depot Elevator

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

MOTION TO: Approve the Modernization Proposal from TKE in the amount of $80,384.88 to upgrade the mechanical and electrical equipment on the elevator at the Depot and to authorize City Administrator, Angie Philipp, to execute any contract agreements.

BACKGROUND: TKE has advised the city that an upgrade to the mechanical and electrical systems on the elevator at the Depot is needed. TKE has informed us that finding replacement components is becoming difficult which will lead to increased downtime and higher maintenance costs. We have been told it could take months to obtain replacement parts if they are available at all.

KEY ISSUES: Due to the modernization package being engineered specifically for the Depot elevator and TKE manufacturing some of their own parts, it is impossible to get three bids. And we have been advised by the auditor that because TKE is our preferred maintenance company, and the work and materials are specific to our elevator that we may forgo getting comparable bids because it would be impossible to get like comparisons.

FINANCIAL CONSIDERATIONS: The cost of this work is to be paid for from ARPA funds and the City Hall Furnishings, Fixtures and Maintenance Fund – Account# 100-24630.

LEGAL CONSIDERATION:

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

ATTACHMENTS:

1.	Equipment Update-Modernization of Depot Elevator

Modernization Proposal

August 12, 2024

City Hall

Purchaser:	City Of Thief River Falls	Location:	City Hall
Address:	PO Box 528 Thief River Falls, MN 56701-0528	Address:	405 3rd St E Thief River Falls, MN 56701-2100

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Thief River Falls (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$80,384.88** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Dustin Boe
Sr Account Manager
dustin.boe@tkelevator.com
+1 701 2322673

Modernization Proposal

TKE

SCOPE OF WORK

Grouping Name: 1

Equipment Type: Hydraulic	Speed: 100 fpm
3 Stops (3 Front /0 Rear)	Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
	1	

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- Viscosity Control (Required over 150 FPM)
- eMax Monitoring Device Provisions

Power Unit

- 5 gallon drum of Biodegradable oil (Citgo NZ)
- EP-60 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)

Jack

- Pipe Stands

Car

- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Pit

- Pit Stop Switch

Cab

Door Equipment

- Micro Light (Front)
- Front Door Operator (SSSS) Additional Lead Time

Modernization Proposal

- LD-16 Plus Drive Only (FRONT)
  - includes Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)

Car Fixtures
- Main Car Station Includes Options Below
-   - Applied Panel
- Vandal Resistant Floor Buttons
- Panel Screws
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Horizontal Fusion Hall Position Indicator (2" Digital) #4 S/S (304)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame)
  - Fusion (#4 S/S (304))

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:
a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Modernization Proposal

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	9 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	3 - 5 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Modernization Proposal

Proposal price:		$80,384.88
Initial progress payment:	(50%)	$40,192.44
Material furnished:	(25%)	$20,096.22
Total of remaining progress payments:	(25%)	$20,096.22

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$311.00
Mechanic (OT) per hour	$606.00
Team (Standard) per hour	$560.00
Team (OT) per hour	$1,091.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.
   d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/ knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
   e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
   f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
   g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
   j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
   k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
   l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load

is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $5,000.00 via change order prior to scheduling a re-inspection.
c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal

TKE

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eighty Thousand Three Hundred Eighty Four Dollars and Eighty Eight Cents ($80,384.88) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Thief River Falls (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Travis Giffen	(Signature of Branch Representative)
(Print or Type Name)	Jeff Boomer Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

City of Thief River Falls

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Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve the Repair Work on the Carnegie Elevator

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

MOTION TO: Approve the repair work proposal from TKE in the amount of $70,394.37 to replace the broken hydraulic line and deteriorated electrical line on the elevator at the Carnegie and to authorize City Administrator, Angie Philipp, to execute any contract agreements.

BACKGROUND: On August 28, 2024, the TKE Service Tech discovered that the hydraulic line was leaking on the Carnegie elevator which was the cause of our inoperable issue. Upon further inspection, the electrical wiring is showing signs of deterioration, and it is recommended that since both lines run in the same conduit, that we replace the wiring at the same time.

KEY ISSUES: The elevator has been out of service since August 28th. This is a very labor-intensive project and expected to take almost two weeks to complete. The hydraulic line will need to be fed through the 10-inch PVC conduit in 5-foot sections from the elevator shaft to the control room which is approximately 35-feet in distance.

FINANCIAL CONSIDERATIONS: This is an unbudgeted expense. The cost of this work will need to come from cash reserves.

LEGAL CONSIDERATION:

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

ATTACHMENTS:

1.	tke Oil Line and Electrical Repair Sept 2024

Repair Work Order

CARNEGIE LIBRARY

September 11, 2024

Purchaser: City Of Thief River Falls
Address: PO Box 528
Thief River
Falls, MN 56701-0528

Location: CARNEGIE LIBRARY
Address: 101 1st St E
Thief River
Falls, MN 56701-2042

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Seventy Thousand Three Hundred Ninety Four Dollars and Thirty Seven Cents ($70,394.37)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
#1	US716828	Hydraulic Oil	Energy Savings
#1	US716828	Oil Line and Related Components	Operational
#1	US716828	Electrical Piping	Code Requirement

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: Daniel Bruce

In the event you have any questions regarding the content of this Work Order please contact me at +1 701 2322673.

We appreciate your consideration.

Regards,

Dustin Boe
TK Elevator Corporation
3021 39th St SW Ste B
Fargo ND 58104
dustin.boe@tkelevator.com |+1 701 2322673

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order

Scope of Work

Oil and Electrical Line Replacement

Due to recent water intrusion in the underground oil line and electrical piping, we are needed to replace both items. As this piping is underground and has a remote run to the elevator equipment room, this work is very labor intensive. Once work is completed, we will need to perform and inspection and report to the State of Minnesota.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$70,394.37
Initial progress payment:	(50%)	$35,197.19
Total due upon completion:	(50%)	$35,197.19

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.
The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.
This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.
In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order

Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City Of Thief River Falls (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Angela Phillip	(Signature of Branch Representative) Jeff Boomer Branch Manager
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Please contact ______________________________________ to schedule work at the following phone number _________________________

REPAIR DOWN PAYMENT REQUEST

Attn: Angela Phillip
City Of Thief River Falls
PO Box 528
Thief River Falls MN, 56701-0528

Date	Terms	Reference ID	Customer Reference # / PO
September 11, 2024	Immediate	ACIA-293OWTH	

	Total Contract Price:		$70,394.37
	Down Payment:	(50%)	$35,197.19

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 701 2322673. To make a payment by phone, please call 678-424-5633 with the reference information provided below.

Current and former service customers can now pay online at:
https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City Of Thief River Falls
Location Name:	CARNEGIE LIBRARY
Customer Number:	45306
Quote Number:	2024-2-1768801
Reference ID:	ACIA-293OWTH
Remittance Amount:	$35,197.19

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks, please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Repair Completion Notice
to be signed at job completion

Date: ___________
Repair Job #: ___________

Building Name: CARNEGIE LIBRARY
Street Address: 101 1st St E
City State, Zip: Thief River Falls, MN 56701-2042

Dear Angela Phillip,

Thank you for allowing us the opportunity to perform the repair job listed above.
We have completed the work as outlined in job #________ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Angela Phillip
Print or Type Name

Customer Signature: ______________________
Signature of Authorized Individual

Title: ______________________
Print or Type Title

Date: ______________________
Date of acceptance

Customer Email: angie@unknown.com
Customer Email

TK Elevator Representative

Name: Dustin Boe
Print or Type Name

Signature: ______________________
Signature of Authorized Individual

Title: Sr Account Manager
Print or Type Title

Date: ______________________

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- ☐ Sales Department
- ☐ Service Department
- ☐ Branch Manager
- ☐ Repair Department

Phone Number

Comments:

City of Thief River Falls

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

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

Request for Council Action

DATE: 9/17/2024

SUBJECT: First Reading of Amendment to City Code Chapter 152.02 Building permits required

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

MOTION TO: Call for first reading to consider an amendment to City Code Chapter 152.02 Building permits required, Subsections (1, 2, and 3) (as set forth in bold and underlined below) to read as follows:

1. Building permit required. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or any part or portion thereof, including, but not limited to, the plumbing, electrical, ventilating, heating, air conditioning systems or **fire alarm systems therein or cause the same to be done without first obtaining a separate building permit, fire service plan review or fire alarm system permit, as applicable**, for each such building, structure, or mechanical components from the city. There shall be no permit required for the cost of construction under $200.00.

2. Application. Application for a building permit **or fire alarm system permit** shall be made to the building official on an application provided by the building official. The **respective permit(s)** may be issued by the building official upon payment of required fee and completion of other requirements. All such applications shall contain an agreement by the applicant to be bound by this chapter and specifications and standards consistent with the provisions of this chapter.

3. Building, **Fire Service and Fire Alarm System permit fee(s)**. The building permit fee, **fire service plan review fee and fire alarm system permit fee** shall be established by the council by resolution, which may be changed from time to time by resolution.

BACKGROUND: Currently City Code Section 152.02 – Building Permit Requirements do not address Fire alarm systems or Fire service plan review. Such a requirement is needed with the future development of the city to ensure current fire code requirements are met for new and existing construction.

KEY ISSUES: In the past there has been oversight and inconsistency in these areas. Requirement of a Fire Alarm System permit or a Fire Service Plan review will ensure consistency in the application and enforcement of current fire codes in new and existing construction

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Rick Beier, Fire Chief

ATTACHMENTS:
None

City of Thief River Falls

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

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

Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve the Repair Work on the foundation and front steps of the Carnegie

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

MOTION TO: Approve the repair work proposal from Bill Kaushagen in the amount of $2,800.00 to repair the foundation and front steps at the Carnegie and to authorize City Administrator, Angie Philipp, to execute any contract agreements.

BACKGROUND: The cement railings, the southwest windowsill and the southwest corner of the Carnegie foundation are all deteriorating. Our maintenance person has attempted to patch it over the years, but we now have a water leakage issue between the cement railing and the front stoop which we believe is the cause of the water that is leaking into the storage room below. Salt from ice control has also deteriorated the base of the cement railing. Water from a leaking downspout in the southwest corner of the building is suspected as the culprit in the deterioration of the foundation corner and windowsill.

KEY ISSUES: The moisture issue in the storage room in the basement of the Carnegie is causing addition deterioration of metal pipes and potential mold issues. With thawing and refreezing, we risk further damage if not repaired yet this fall.

FINANCIAL CONSIDERATIONS: Funding for this project should come from previously allocated capital improvement funding.

LEGAL CONSIDERATION:

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

ATTACHMENTS:

1.	Bill Kaushagen Masonry Bid on Carnegie & Library

Bill
Kaushagen
Masonry

20703 210th St NE
Thief River Falls MN 56701

Phone: (218) 416 - 0940

City of T.R.F.
Richard Baker

Estimate for:

Repair of foundation and front step
labor + materials

Total $2,800.00

Removal and replacement of loading dock walls @ T.R.F. libary

Total $3,000.00

Thank you
Bill Kaushagen

City of Thief River Falls

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

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

Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve the Repair Work on the Public Library Garage/Loading Dock Wall

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

MOTION TO: Approve the repair work proposal from Bill Kaushagen in the amount of $3,000.00 to remove and replace the garage/loading dock walls at the Public Library and to authorize City Administrator, Angie Philipp, to execute any contract agreements.

BACKGROUND: Upon inspection of capital needs on the Public Library it was brought to our attention that the retaining walls between the parking garage drive and the alleyway are busted up and in the case of the southside, a good push with your foot could probably topple it.

KEY ISSUES: The cement driveways in and out of the garage are also breaking up and at some point, will need to be repaired. Bill Kaushagen Masonry does not do that work, so while looking at the issues at the Carnegie, Bill also looked at this project.

FINANCIAL CONSIDERATIONS: Funding for this project should come from previously allocated capital improvement funding.

LEGAL CONSIDERATION:

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

ATTACHMENTS:

1.	Bill Kaushagen Masonry Bid on Carnegie & Library

Bill
Kaushagen
Masonry

20703 210th St NE
Thief River Falls MN 56701
Phone: (218) 416 - 0940

City of T.R.F.
Richard Baker

Estimate for:

Repair of foundation and front step
labor + materials

Total $2,800.00

Removal and replacement of loading
dock walls @ T.R.F. libary

Total $3,000.00

Thank you
Bill Kaushagen

City of Thief River Falls

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

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

Request for Council Action

DATE: 9/17/2024

SUBJECT: Approve the Municipal Advisory Service Agreement between the City of Thief River Falls and Northland Securities.

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

MOTION TO: to authorize the City Administrator to sign the Municipal Advisory Service Agreement between the City of Thief River Falls and Northland Securities in connection with the issuance of General Obligation Equipment Certificates in Indebtedness, Series 2024A

BACKGROUND: Northland shall provide the City of Thief River Falls with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

1.	MA Agreement

MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF THIEF RIVER FALLS, MINNESOTA
AND
NORTHLAND SECURITIES, INC.

This Agreement is made and entered into by and between the City of Thief River Falls, Minnesota (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

WITNESSETH

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2024A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, Northland is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, Northland will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website (www.msrb.org) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the Client and Northland are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, Northland desires to furnish services to the Client as hereinafter described,

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

SERVICES TO BE PROVIDED BY NORTHLAND

Northland shall provide the Client with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

1. Assist Client officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the Client in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Assist the Client with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the Client and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the Client with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the Client with preparing and conducting the rating call or other presentation.
4. Assist the Client in receiving the bids, compute the accuracy of the bids received, and recommend to the Client the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post-Sale Support

1. Assist the Client with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the Client a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, Northland shall be paid a lump sum of $28,885. The fee due to Northland shall be payable by the Client upon the closing of the Bonds.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The Client agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- Client staff expenses.
- Airfare and lodging expenses of one Northland official and Client officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.

- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the Client under the terms of this Agreement to issue the Debt. If the Debt is not issued, Northland agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

CONFLICTS OF INTEREST

Northland, as your Municipal Advisor, mitigates conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Northland to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to our own financial or other interests. In addition, because Northland is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Northland is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Northland's municipal advisory supervisory structure leverages our long-standing and comprehensive broker-dealer supervisory processes and practices, and provides strong safeguards against individual representatives of Northland potentially departing from our regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Northland serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Northland serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Northland could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Northland to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Northland serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. However, none of these other engagements or relationships would impair Northland's ability to fulfill its regulatory duties to the Client.

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Northland. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

Northland is a subsidiary of Northland Capital Holdings, Inc. First National of Nebraska, Inc. ("FNNI"), is the parent company of Northland Capital Holdings, Inc. and First National Bank of Omaha.

Under FNNI, Northland and its affiliates are comprised of a securities firm and a commercial bank. These entities provide investment banking, asset management, financing, financial advisory services and other commercial and investment banking products and services to a wide range of corporations and individuals. In addition, Northland and its affiliates currently have, and may in the future have, investment and commercial banking, trust, and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the Client and its affiliates. In the ordinary course of their respective businesses, Northland and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Client and its affiliates for which they received or will receive customary fees and expenses.

Northland is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a Municipal Advisor or Underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of outstanding securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, and current or potential investors in the securities of the Client. These other Northland clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities. However, any potential conflict arising from Northland effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through other business units of Northland that operate independently from Northland's Municipal Advisory business, thereby reducing or eliminating the likelihood that the interests of such other clients would have an impact on the services provided by Northland to the Client under this Agreement. Northland has policies and procedures in place to ensure that Northland as a broker-dealer or its affiliates are not participating in bidding or determining market prices for the Client's transaction that is covered under this Agreement.

Northland Trust Services, Inc. is a subsidiary of Northland Capital Holdings, Inc. Northland Trust Services provides paying agent services to issuers of municipal bonds. The Client is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust Services is outside the scope of this Agreement. No compensation paid to Northland Trust Services is shared with Northland Securities.

Northland is not aware of any additional material conflicts of interest that could reasonably be anticipated to impair Northland's ability to provide advice to or on behalf of the Client in accordance with the standards of conduct for municipal advisors.

LEGAL AND DISCIPLINARY ACTIONS

The Client can find information about legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I related to Northland at www.sec.gov/municipal/oms-edgar-links.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the Client and Northland and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the Client or Northland and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 20th day of August, 2024.

Northland Securities, Inc.

By: ___________________________________

Craig Jones, Managing Director

City of Thief River Falls, Minnesota

By: ___________________________________

Its: ___________________________________

08/31/2024

CITY OF THIEF RIVER FALLS
INVESTMENT SUMMARY

BANK/BROKER	TYPE AND DESCRIPTION OF SECURITY	PAR	MATURITY DATE	YIELD OR INTEREST RATE	CALL DATE	CURRENT MARKET VALUE
RBC						
Port Houston Auth Tex Harris	Certificate of Deposit - Brokered	$500,000	01-Oct-24	2.25%	**12-Aug-20**	$499,015.00
Morgan Stanley Pvt Bk	Certificate of Deposit - Brokered	$245,000	27-Feb-25	1.80%	**27-Aug-20**	$241,521.00
State Bk India New York NY	Certificate of Deposit - Brokered	$183,000	10-Jun-25	1.05%	**10-Dec-20**	$178,022.40
Federal Home Ln Mtg Corp	Certificate of Deposit - Brokered	$255,000	25-Aug-25	3.50%	**25-Feb-23**	$252,049.65
JPMorgan Chase Bank N A CD CLL	Certificate of Deposit - Brokered	$246,000	30-Sep-25	0.40%	**31-Mar-21**	$235,773.78
Goldman Sachs BK USA New York	Certificate of Deposit - Brokered	$200,000	11-Feb-26	1.00%	**11-Aug-21**	$190,964.00
Vernon Hills Taxable GO	Certificate of Deposit - Brokered	$246,000	30-Mar-26	2.85%	**01-Jul-22**	$244,120.00
BankUnited A Svgs Bk Miami	Certificate of Deposit - Brokered	$249,000	31-Mar-26	0.95%	**30-Jun-21**	$236,726.79
UBS BK USA Salt Lake City UT	Certificate of Deposit - Brokered	$245,000	16-Jun-26	0.85%	**16-Jul-21**	$231,289.80
Inivest Ntl Bk Tr Souderton	Certificate of Deposit - Brokered	$183,000	17-May-27	4.50%	**16-May-23**	$185,660.82
Solutions Bk Forreston Ill	Certificate of Deposit - Brokered	$209,000	22-Sep-28	5.30%	**22-Oct-23**	$209,156.75
Northwest Bk Boise Idaho	Certificate of Deposit - Brokered	$248,000	28-Mar-29	4.65%	**28-Apr-24**	$248,270.32
Bankwest Inc Pierre SD	Certificate of Deposit - Brokered	$248,000	12-Apr-29	4.65%	**12-May-24**	$255,655.76
Defiance Ohio City Sch Dist	Bond - Brokered	$550,000	01-Dec-28	0.00%	**01-Dec-28**	$461,246.50
Fresno Calif Uni School Dist	Bond - Brokered	$300,000	01-Aug-25	0.00%	**01-Aug-25**	$287,142.00
Thief River Falls Minn Indpt	Bond - Brokered	$190,000	01-Feb-27	1.01%	**01-Feb-27**	$176,040.70
		RBC INVESTMENTS				$4,132,655.27
Border State Bank	Certificate of Deposit	$100,000	16-Dec-24	2.09%	**16-Dec-23**	$100,000.00
		BORDER STATE BANK INVESTMENTS				$100,000.00

Western Alliance Bank, CA	Certificate of Deposit - Brokered	$237,250	09-Jul-25	5.312%	$237,250.00
Cornerstone Bank, NE	Certificate of Deposit - Brokered	$240,500	20-Mar-25	5.227%	$240,500.00
4M Term Series, MN	Certificate of Deposit - Brokered	$1,000,000	31-Oct-24	5.352%	$1,000,000.00
4M Term Series, MN	Certificate of Deposit - Brokered	$1,000,000	01-May-25	5.100%	$1,000,000.00
Farmers Ins Group Federal CU, CA	Certificate of Deposit - Brokered	$2,000,000	12-Jan-26	4.304%	$2,000,000.00
		4M INVESTMENTS			$4,477,750.00
		TOTAL CD INVESTMENTS			$8,710,405.27

MONEY MARKET ACCOUNTS

Piper Jaffray	First American Gov't Obligations Fund		4.480%	$3,491,034.51
RBC	US Govt Money Market Fund			$10.88
League of Minnesota Cities	4M Money Market Fund		5.321%	$8,542,345.64
League of Minnesota Cities	4M Plus Fund		5.368%	$28,488.34
League of Minnesota Cities	4M LTD Account			$8,024,349.04
		TOTAL MONEY MARKET SAVINGS		$20,086,228.41
		GRAND TOTAL	**08/31/2024**	$28,796,633.68