

THIEF RIVER FALLS CITY COUNCIL AGENDA

Tuesday, September 1, 2026

COUNCIL CHAMBERS
CITY HALL – 405 3RD STREET EAST
4:30 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

- | | |
|---|---|
| ☐ Mike Lorenson, Mayor | ☐ Megan Arlt, Ward 1 |
| ☐ Julie Bolduc, Ward 2 | ☐ Kelly Langness, Ward 3 |
| ☐ Michele McCraw, Ward 4 | ☐ Scott Pream, Ward 5 |
| ☐ Jason Aarestad, At-Large 1 | ☐ Steve Narverud, At-Large 2 |

4. PUBLIC HEARING

Cannabis and Lower Potency Hemp Edibles Ordinance Amendments Public Hearing (3)

5. 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.*

6. PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

- 6.1. NW Regional Library Presentation
- 6.2. Michelle Landsverk - Advance Thief River Report (4-5)

7. 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.*

8. 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.*

- 8.1. Approve August 12, 2026 Special Council Proceedings (6)
- 8.2. Approval of August 18, 2026 Council Proceedings (7-14)
- 8.3. Approve August 19, 2016 Special Council Proceedings (15)
- 8.4. City of Thief River Falls Bills and Disbursements and Council Per Diem (16-48)

9. NEW BUSINESS

- 9.1. Approve Liquor License Application for Turf LLC (49-56)
- 9.2. WAPA Contract Amendment (57-110)
- 9.3. Storm Shelter and Pet Policies (111-115)
- 9.4. First Reading to amend Chapter 114.02, Sec. 3.1 – Minimum Buffer Requirements of Cannabis Businesses (116-130)
- 9.5. First Reading to amend Chapter 114.02, Sec. 2.6 – Limiting the Number of Cannabis Businesses (131-143)

10. 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.*

11. UPCOMING MEETINGS

- 8/31 Public Safety Committee at 4:30 pm in Room 101
- 9/1 Committee of the Whole following Council Meeting in Council Chambers
- 9/2 Planning and Zoning Commission at 5 pm in Council Chambers
- 9/8 Public Utilities Committee at 7 am in Room 101
- 9/8 Administrative Committee at 4:30 pm in Room 101
- 9/9 Public Works Committee at 4:30 pm in Room 101
- 9/15 City Council Meeting at 5:30 pm in Council Chambers

12. INFORMATIONAL ITEMS

- City offices are closed Monday, September 7 for Labor Day
- School year starts September 8 - be mindful of additional pedestrian traffic. Students riding bikes/ebikes/scooters remember to follow the laws, watch for traffic and wear your helmet.
- There is a Minnkota outage schedule for this week (August 31 - Sept 3) on Greenwood St E. while they replace two structures. There will be signage and coned worked areas but residents and travelers are reminded to watch for work crews and vehicles, slow down and possibly find an alternative route.

13. 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.

**NOTICE OF PUBLIC HEARING
CITY OF THIEF RIVER FALLS**

Notice is hereby given, pursuant to Chapter 114.02 of the Thief River Falls City Code, that the City Council will consider the following amendment to the City Code:

An amendment to Sections 2.6 and 3.1 of City Code 114.02 - Cannabis and Lower Potency Hemp Edibles

Sec. 2.6 Limiting of Registrations – The proposed amendment would limit the number of cannabis retail businesses within the city limits to comply with state statute to allow for only one registration for every 12,500 residents.

Sec. 3.1 – Minimum Buffer Requirements. The proposed amendment would increase the buffer zone from 300 feet to 500 feet from schools, daycare facilities, residential treatment centers and from an attraction within a public park that is regularly used by minors, including a playground or athletic field.

And adopting by reference City Code Chapter 10, which, among other things, contains penalty provisions.

Notice is further given that the City Council will conduct a hearing on the amendments at approximately 5:30 p.m. on Tuesday, September 1, 2026, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the amendment will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

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

Dated this 14th day of August 2026

CITY OF THIEF RIVER FALLS

/s/ Richard L. Baker

Zoning Administrator

Published in the Wednesday, August 19, 2026 edition of The Times.

2026 Impact Report



Year to date through August 20, 2026 | City of Thief River Falls Briefing: Sept. 1, 2026

Advance Thief River is converting local partnerships into measurable progress in housing, business growth, community belonging, child care, and business recruitment.

\$40,850 outside funding secured	63 SBAP clients served 123 contact hours	4 ownership outcomes 3 starts + 1 acquisition	10–20 potential jobs in the recruitment pipeline
---	---	--	---

Housing & National Recognition

- **76 residents and stakeholders** participated in the Thrive in Thief River planning process, producing a strategic plan to expand older-adult housing options in the Thief River Falls area.
- **National recognition.** The project received a 2026 NADO Aliceann Wohlbruck Impact Award and will be featured at NADO's annual conference—positioning Thief River Falls as a national example of effective rural planning.

Small Business Growth

- Advance Thief River partners with the Northwest Minnesota SBDC and the Small Business Assistance Partnership Program to connect local businesses and entrepreneurs with no-cost consulting and training. ATR provides meeting space and promotes these business services in the community. Eighteen Thief River Falls-area businesses have received consulting support, contributing to three documented business starts and one acquisition.
- Through Small Business Assistance Partnership funding, 63 individuals and businesses received 123 hours of direct client support. Startup Smart training is scheduled for fall 2026.
- Monthly TREK gatherings continue to provide peer learning and connections.

Outside Funding Secured

- **\$40,850 secured:** Laura Jane Musser Fund (\$24,850), Northwest Minnesota Foundation (\$10,000), and Northwest Arts Council (\$6,000).

Welcoming & Child Care

- Four community-building events are scheduled: Welcoming Week (September 12–19), Holiday Voices (December 3), Winter Welcome Gathering (February 4), and The Longest Table (May 6). A Welcoming Week flyer accompanies this report.
- Child care priorities advanced through the ATR Child Care Collaborative and the Mixed Delivery Community of Practice; a \$5,000 stipend is being reinvested in the ATR Child Care Fund.

Business Recruitment

- Gilbert Industrial Park lots are being actively marketed, while recruitment conversations continue with two companies considering Thief River Falls and an estimated 10–20 potential jobs.



WELCOMING Week

Everyone
Belongs.
Everyone is
Welcome. 

SEPTEMBER 12-19, 2026

Join us for a week of celebrating the people, cultures, and connections that make Thief River Falls a welcoming place to live, work, and call home.

Whether you've lived here your entire life or just arrived, Welcoming Week is an opportunity to meet neighbors, learn about different cultures, and help build a stronger community together.

★ HOST A WELCOMING WEEK EVENT ★

at your business, church, organization, school, or neighborhood!

FEATURED EVENTS



WOODPICKS CONCERT

Saturday, September 12
12:30 PM

Floyd B. Olson Park

Shop Everybody's Market and take in a concert by the legendary Woodpicks as we kick off Welcoming Week!



YOUTH VOICES: SHARING CULTURE & TRADITION

Saturday, September 12
10:30 AM

Thief River Falls Public Library

Young people will share stories celebrating the traditions, heritage, and cultures that enrich our community.

GET INVOLVED!

Welcoming Week belongs to the entire community.

We invite businesses, organizations, churches, schools, neighborhoods, and civic groups to host their own welcoming activities throughout the week.

Ideas include:



Coffee with neighbors



Open houses



International treats



Employee appreciation events



Cultural displays



Community meals



Neighborhood gatherings

No event is too small! 



INDUSTRY TOURS

Explore the amazing employers and career opportunities in our community.

Participating businesses and tour schedules will be announced on the Advance Thief River website.



GET INVOLVED
TODAY! 

Host an event! Register your activity at
www.advancethiefriver.com/welcome/
Event information, updates, and industry tour details will be posted online.



QUESTIONS?

Contact Advance Thief River



218-431-0871



brolf@advancethiefriver.com

Funding provided by
Laura Jane Musser Fund
Northwest Minnesota Foundation
Northwest Regional Arts Council

Advance
Thief River

Building a community
where everyone belongs. 

In partnership with
City of Thief River Falls, Pennington County
Thief River Falls Chamber of Commerce
Visit Thief River Falls

Find the complete schedule, register your event, and view industry tours as they are announced. 

SPECIAL CITY COUNCIL MEETING MINUTES

Wednesday, August 12, 2026

CALL TO ORDER

This meeting is officially called to order at 4:00 pm on August 12, 2026. This meeting is being presided over by Mayor Mike Lorenson.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PUBLIC FORUM

APPROVE AGENDA

Councilmember Scott Pream motioned being seconded by Councilmember Steve Narverud to approve the agenda.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 08.158.26: Call for a Public Hearing to Amend the Cannabis Ordinance

Following discussion, Councilmember Michele McCraw introduced Resolution 08.158.26, being seconded by Councilmember Julie Bolduc, that:

THEREFORE, BE IT RESOLVED to approve a public hearing to be held at approximately 5:30 pm at the September 1, 2026 City Council meeting to consider amending Sections 2.6 and 3.1 of City Ordinance 114.02 - Cannabis and Lower Potency Hemp Edibles.

On vote being taken, the resolution was passed unanimously.

ADJOURNMENT

There being no further discussion, Councilmember Scott Pream motioned being seconded by Councilmember Kelly Langness to adjourn at 4:05 pm. On vote being taken, the Chair declared the motion unanimously carried.

Mayor Mike Lorenson

Attest: City Administrator, Angela Philipp _____

CITY COUNCIL MEETING MINUTES

Tuesday, August 18, 2026

CALL TO ORDER

This meeting is officially called to order at 5:30 pm on August 18, 2026. This meeting is being presided over by Mayor Mike Lorenson.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following councilmembers were present: Lorenson, Arlt, Bolduc, Langness, McCraw, Pream, Aarestad and Narverud. Mayor Lorenson chaired the meeting.

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

Tri-Valley Transportation, Elizabeth Hensrud - 2027 Budget Request

Elizabeth Hensrud, Director of Tri-Valley Transportation, reviewed T.H.E Bus program and ride statistics with the Council; specifically noting the increase of 22% in rides from Jan-July 2026 compared to the same timeframe in 2026. She noted they are adding 4 propane vehicles to the fleet thanks for MNDOT grants; the program operates 6 full-time buses with the city providing rides 7-days a week and currently counts 40,699 riders including school children who are without school bus transportation. She respectfully requested \$11,000 to assist with the local share of operating and capital expenses for the 2027 budget year (prior two years the city has given \$5000).

APPROVE AGENDA

Councilmember Steve Narverud motioned being seconded by Councilmember Scott Pream to approve the agenda with the removal of addendum item 8.7.

On vote being taken, the resolution failed. Aye: Pream, Narverud, McCraw. Nay: Langness, Bolduc, Arlt, Aarestad, Lorenson.

Councilmember Julie Bolduc motioned being seconded by Councilmember Megan Arlt to approve the agenda with addendum item 8.7.

On vote being taken, the resolution passed. Aye: Langness, Bolduc, Arlt, Aarestad, Lorenson. Nay: Pream, Narverud, McCraw.

CONSENT AGENDA

RESOLUTION NO. 08.159.26 : City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Scott Pream introduced RESOLUTION 08.159.26, being seconded by Councilmember Julie Bolduc, that:

THEREFORE BE IT RESOLVED, by the City Council to approve the August 4, 2026 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.160.26: Approval of August 4, 2026 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Scott Pream introduced RESOLUTION 08.160.26, being seconded by Councilmember Julie Bolduc, that:

THEREFORE BE IT RESOLVED, by the City Council to authorize payment of bills and disbursements in the total amount of 605,911.61. A printout of the approved payments and disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution passed unanimously.

NEW BUSINESS

RESOLUTION NO. 08.161.26: Approval of Certificate of Unpaid Sidewalk Snow Removal Charges to Property Owners' 2027 Property Taxes

Following discussion, Councilmember Steve Narverud introduced Resolution 08.161.26, being seconded by Councilmember Kelly Langness , that:

WHEREAS, Sidewalk snow removal charges remain unpaid to the City of Thief River Falls. Pursuant to City Code Section 91.01 and Minnesota State Statute 429.101, the City may certify to the Pennington County Auditor the unpaid snow removal charges.

<u>OWNER</u>	<u>ADDRESS</u>	<u>PARCEL</u>	<u>AMOUNT</u>
Mark Ott	615 Arnold Ave N	25.015.048.70	\$76.13
Michael Larson	1016 Duluth Ave N	25.021.019.20	\$76.13
Justin Stanley	519 5 th St W	25.003.068.10	\$76.13
Taylor Netland	940 Main Ave N	25.022.090.00	\$203.01
Skylar Weiland	621 Labree Ave N	25.014.033.50	\$203.01
Brandon Munroe	406 Red Lake Blvd	25.013.015.10	\$76.13
Andres Cortez	223 Markley Ave N	25.006.245.10	\$76.13
Spring Thias	227 Markley Ave N	25.006.244.10	\$76.13
Michelle Gjerde	241 Markley Ave N	25.006.241.10	\$76.13
Steve Soiney	1016 Main Ave N	25.022.068.00	\$76.13
Steve Engstrom	523 Knight Ave N	25.003.063.10	\$76.13
Hudson Rents LLC	123 St. Paul Ave N	25.003.359.20	\$76.13

THEREFORE, BE IT RESOLVED To certify the following unpaid sidewalk snow removal charges from the 2025-2026 snow season to the Pennington County Auditor for collection as part of the property owners; property tax statement in 2027 in a total of \$1167.32.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.162.26: 2026 Street & Utilities Improvement Project

Following discussion, Councilmember Steve Narverud introduced Resolution 08.162.26, being seconded by Councilmember Scott Pream, that:

WHEREAS, The items outlined in the feasibility report listed below are potential improvements based on items from the City's Capital Improvement Program, items requested by developers, homeowners, and other departments. The 2026 Street and Utilities improvement plan for the city of Thief River Falls includes:

- **6th Street Storm Sewer and Road Reconstruction**

6th street from R.R. Tracks east of REA, to Barzen Avenue

*Improvements would include increased storm sewer capacities and new catch basin transfers, concrete curb and gutter, reclamation, bituminous surfacing, sidewalk and rural roadway apron replacement, turf establishment.

Total estimated construction cost is \$1,619,518.00

*Protect Grant Funding \$400,000

- **Barzen Multi-Use Trail and pedestrian/bike improvements**

Barzen Ave from T.H. 59, south to Greenwood Street. 10' multi-use trail and base construction,

*Concrete pedestrian ramps, curb and gutter, ground in pavement marking, turf establishment.

1st street from Barzen Ave. to Calumel

*Storm Sewer realignment and placement and road reclamation reconstruction.

Multi-use trail connection from existing trail to transition to south adjacent trail on 1st street and connecting to the new Barzen Multi-use trail. 8' multi-use trail and base connection, concrete pedestrian ramps, mailbox relocation, clear and grubbing, turf establishment.

Total estimated construction cost is \$360,000.00

*TA Grant funding \$300,000.00

- **Street Lighting(LED replacement initiative)**

Replacement Head LED replacement- Lump Sum

Total Estimated Construction Cost is \$168,750.00

*CRP Grant Funding \$135,000

WHEREAS, A public hearing was held tonight, March 03, to discuss the proposed improvements. The City Council will need to order the improvements and call for plans and specifications to allow adequate preparation time to stay on schedule for a May 2026 bid opening. The council may order any, or all, of the items identified in the list of improvements.

THEREFORE, BE IT RESOLVED Approve order improvements and call for plans and specifications for the 2026 Street & Utilities Improvement Project.

Present: Lorensen, Arlt, Bolduc, Langness, McCraw, Pream, Aarestad, Narverud.
Aye: Lorensen, Arlt, Bolduc, Langness, McCraw, Pream, Aarestad, Narverud.
Nay: None

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.163.26: Approval Resolution When State Tax Battles Become Local Property Tax Problems

Following discussion, Councilmember Steve Narverud introduced Resolution 08.163.26, being seconded by Councilmember Michele McCraw, that:

WHEREAS, Enbridge Energy has filed Tax Court appeals on their pipeline property valuations in MN for taxes payable 2026. In the case of pipeline property, the State of MN sets the valuation, not the counties.

The Pennington County Board and several other affected MN counties have approved the enclosed letter and/or resolution and have requested the City's supposed and consideration on this important issue.

WHEREAS, The valuation and pollution control order appeals could have binding effects on affected MN counties. A substantial reduction of property value for Enbridge Energy, Pennington County's largest tax payer, would result in large tax refunds owed to Enbridge.

THEREFORE, BE IT RESOLVED approve the resolution When State Tax Battles Become Local Property Tax Problems.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.164.26: Approve appointment of Councilmember Julie Bolduc to Employee Safety Committee

Following discussion, Councilmember Scott Pream introduced Resolution 08.164.26, being seconded by Councilmember Steve Narverud, that:

WHEREAS, Julie would replace Councilmember Jason Aarestad.

The Employee Safety Committee meets quarterly with department heads, the deputy city clerk and Brad Levasseur, MMUA Regional Safety Coordinator to review safety concerns, procedures and protocols.

THEREFORE, BE IT RESOLVED To approve the appointment of Councilmember Julie Bolduc to the Employee Safety Committee.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.165.26: Approve rezoning amendment for 516 8th St From C-1 to C-2

Following discussion, Councilmember Steve Narverud introduced Resolution 08.165.26, being seconded by Councilmember Julie Bolduc, that:

THEREFORE, BE IT RESOLVED, approve rezoning amendment for 516 8th St from C-1 to C-2.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.166.26: First Reading For Go Second Reading to Rezone 516 8th St from C-1 to C-2

Following discussion, Councilmember Scott Pream introduced Resolution 8.166.26, being seconded by Councilmember Julie Bolduc, that:

WHEREAS, This is the second of three properties in the city that need updated zoning from C-1 to C-2. The use had been, until recently, an Edward Jones Investment office; which did not meet the intent and purpose of the neighborhood business district and should have triggered the rezoning of this property then. The neighborhood business district is intended for business establishments for use by persons residing in adjacent residential areas. Uses within the district shall not attract community-wide consumer traffic.

Passed by unanimous vote of the City Council of Thief River Falls, Minnesota, on the 1st day of September. 2026.

THEREFORE, BE IT RESOLVED conduct the first reading and for go the second reading for the rezoning application from Jared Holland, Trustee, JH Family Trust, to rezone 516 8th Street E. from Neighborhood Business District (C-1) to General Business District (C-2) to allow for broader community-wide consumer traffic.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.167.26: Approve Ordinance Amendment

Following discussion, Councilmember Megan Arlt introduced Resolution 08.167.26, being seconded by Councilmember Michele McCraw, that:

WHEREAS, AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS. MINNESOTA. AMENDING CITY CODE CHAPTER I52 ENTITLED 'ZONINC CODE" BY AMENDING THE CITY ZONING DISTRICTS MAP. AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER IO AND SECTION I52.998. 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 Neighborhood Business District (C-1) to General Business District (C-2):

A tract of land located in the County of Pennington and State of Minnesota. more particularly described as follows:

Lot One (I), Block Six (6). Riverside Addition to the City of Thief River Falls, MN, according to the official Plat there of on record in the office of the Pennington County Recorder's office.

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.

THEREFORE, BE IT RESOLVED, to approve the ordinance amendment to rezone 516 8th St from C-1 (neighborhood district) to C-2 (general business district).

On vote being taken, the resolution passed unanimously.

RESOLUTION NO. 08.168.26: Set hearing date for a moratorium on Data Centers

Following discussion, Councilmember Scott Pream introduced Resolution 08.168.26, being seconded by Councilmember Steve Narverud, that:

WHEREAS, In the past year we have had four or five prospective data center inquiries; all have failed because of electrical cost demands. The industry continues to evolve with data centers now becoming very large and creating infrastructure demands. Time is needed to research and develop an ordinance to establish the standards for location, infrastructure, water, noise and rate payer protection among other things.

WHEREAS, • To protect the welfare of the residents of Thief River Falls, a data center ordinance establishing the standards for location, infrastructure, water, noise and rate payer protection among other things needs to be created.

- The size of data centers has increased to a very large size and can create issues that need to be addressed in a Data Center Ordinance.

THEREFORE, BE IT RESOLVED Set a hearing date and time of September 15th at 5:30 pm for consideration of adoption of an interim ordinance imposing a moratorium on the construction of a data center within the city limits of Thief River Falls for a period of 18 months, for the purpose to study and adopt an ordinance regulating the standards for location, infrastructure, water, noise and rate payer protection.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 08.169.26: OVG Management Contract Review

Following discussion, Councilmember Julie Bolduc introduced Resolution 08.169.26, being seconded by Councilmember Jason Aarestad, that:

THEREFORE BE IT RESOLVED, by the City Council to submit a termination letter to Oak View Group (OVG).

On vote being taken, the resolution failed. Aye: Arlt, Aarestad, Bolduc, Langness. Nay: Lorenson, Narverud, McCraw, Pream.

COUNCIL BOARDS AND COMMISSIONS REPORTS

- Steve noted there is concerns of vehicles and campers parked long-term on street more than 48 hours.
- Steve noted safety concerns of kids riding eBikes/eScooters too fast in town and reminded parents of helmet laws.
- Jason noted garage sale signs are not allowed on city property (ex. round about).
- Mike asked if Public Works has worked on the leaf pickup schedules. It will come out shortly.

UPCOMING MEETINGS

- 8/31 Public Safety Committee at 4:30 pm in Room 101
- 9/1 City Council at 5:30 pm in Council Chambers
- 9/1 Committee of the Whole following Council Meeting
- 9/2 Planning & Zoning Commission at 5 pm in Council Chambers
- 9/8 Public Utilities Committee at 7 am in Room 101
- 9/8 Administrative Committee at 4:30 pm in Room 101
- 9/9 Public Works Committee at 4:30 pm in Room 101
- 9/15 City Council at 5:30 pm in Council Chambers

INFORMATIONAL ITEMS

- Investment Summary
- Mayoral Update
- City Hall Summer Hours ends September 7, 2026

ADJOURNMENT

There being no further discussion, Councilmember Scott Pream motioned being seconded by Councilmember Kelly Langness to recess to August 19, 2026 Special Council Meeting at 5:30 pm in Council Chambers.

Mayor Mike Lorenson

Attest: Angela Philipp, City Administrator _____

SPEICAL CITY COUNCIL MEETING MINUTES

Wednesday, August 19, 2026

CALL TO ORDER

This meeting is officially called to order at 5:30 pm on August 19, 2026. This meeting is being presided over by Mayor Mike Lorenson.

PLEDGE OF ALLEGIANCE

ROLL CALL

The following councilmembers were present: Lorenson, Arlt, Bolduc, Langness, McCraw, Pream, Aarestad and Narverud. Mayor Lorenson chaired the meeting.

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

Councilmember Scott Pream motioned being seconded by Councilmember Julie Bolduc to approve the agenda.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 08.170.26: OVG Management Contract Review

Following discussion, Councilmember Julie Bolduc introduced Resolution 08.170.26, being seconded by Councilmember Jason Aarestad, that:

THEREFORE BE IT RESOLVED, to direct the City Administrator and City Mayor to move forward with legal counsel, Flaherty & Hood, to contact Oak View Group (OVG) to pursue negotiations for a mutual termination with exit buyout options brought to Council for approval.

On vote, the resolution unanimously passed.

ADJOURNMENT

There being no further discussion, Councilmember Scott Pream motioned being seconded by Kelly Langness to adjourn at 5:45 pm. On vote being taken, the Chair declared the motion unanimously carried.

Mayor Mike Lorenson

Attest: Angela Philipp, City Administrator _____

CITY OF THIEF RIVER FALLS

EXPENSE ACCOUNT CODES

[illegible]



Tuesday, September 1, 2026

[illegible]



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01895 - 8/14/26-REGULAR PAYABLES-GVT/VERIZON

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: AIRGAS USA LLC							
AIRGAS USA LLC	5526195404	07/31/2026	ARGON GAS	100-4312-62990		07/31/2026	21.70
Vendor AIRGAS USA LLC Total:							21.70
Vendor: AMS-ASHTONS MOWING SERVICE AND SNOW REMOVA							
AMS-ASHTONS MOWING S...	5365	08/12/2026	STORM SEWER REPAIRS	670-4890-63030		08/12/2026	6,000.00
Vendor AMS-ASHTONS MOWING SERVICE AND SNOW REMOVA Total:							6,000.00
Vendor: CHAMPION MEDIA, LLC							
CHAMPION MEDIA, LLC	302851814	07/15/2026	22059100-ELECTIONS	100-4140-63590		07/15/2026	78.00
CHAMPION MEDIA, LLC	302852963	07/22/2026	22059100-ADV P&Z MEMB...	100-4660-63590		07/22/2026	42.57
CHAMPION MEDIA, LLC	302852954	07/29/2026	22059100-PUBLIC HEARING...	100-4660-63590		07/29/2026	97.50
CHAMPION MEDIA, LLC	302851295	07/04/2026	22059100-ELECTIONS	100-4140-63590		07/04/2026	27.25
CHAMPION MEDIA, LLC	302851529	07/06/2026	22059100-BUSINESS CARDS...	100-4140-63590		07/06/2026	59.00
CHAMPION MEDIA, LLC	302851936	07/09/2026	22059100-GOVT #10 STAMP..	100-4150-62010		07/09/2026	2,334.00
Vendor CHAMPION MEDIA, LLC Total:							2,638.32
Vendor: ELECTRONIC PAYMENT							
ELECTRONIC PAYMENT	JULY 2026	08/03/2026	CREDIT CARD FEES-JULY 20...	610-4890-63060		08/03/2026	10.00
Vendor ELECTRONIC PAYMENT Total:							10.00
Vendor: GARDEN VALLEY TECHNOLOGIES							
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4150-63210		08/10/2026	340.19
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4194-63210		08/10/2026	63.34
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4220-63210		08/10/2026	104.34
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4240-63210		08/10/2026	26.99
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4312-63210		08/10/2026	41.99
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4315-63210		08/10/2026	41.98
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4510-63210		08/10/2026	48.99
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4570-63210		08/10/2026	9.99
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4650-63210		08/10/2026	110.97
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4660-63210		08/10/2026	22.00
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4670-64500		08/10/2026	82.68
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	100-4670-64500		08/10/2026	2.37
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	610-4830-63210		08/10/2026	139.93
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	620-4830-63210		08/10/2026	197.89
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	630-4830-63210		08/10/2026	330.20
GARDEN VALLEY TECHNOL...	101528244	08/10/2026	00054646-3: AUG 2026 PH...	690-4830-63210		08/10/2026	341.90
Vendor GARDEN VALLEY TECHNOLOGIES Total:							1,905.75

Council Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number
Vendor: JOEL DENNIS KEZAR				
JOEL DENNIS KEZAR	8-18-26 GAZEBO	08/13/2026	GAZEBO PERFORMER 8-18-...	100-4510-63033
Vendor: JOHNSON BROTHERS LIQUOR				
JOHNSON BROTHERS LIQU...	1105455	07/24/2026	WINE	610-4810-62530
Vendor: JUMP4JOY BOUNCE HOUSES				
JUMP4JOY BOUNCE HOUSES	8-4-26 TRF PD	08/04/2026	BOUNCE HOUSES-NIGHT TO...	100-4210-62990
Vendor: MN ENERGY RESOURCES #0740731585-00002				
MN ENERGY RESOURCES #0...	6034980644	08/06/2026	20177403-301 4TH ST E 7/8...	100-4670-64500
Vendor: NORTHERN MUNICIPAL POWER AGENCY				
NORTHERN MUNICIPAL PO...	JULY 2026	08/13/2026	JULY 2026-DE & ENERGY US...	690-4810-68400
Vendor: TROY MERCIL CONSTRUCTION LLC				
TROY MERCIL CONSTRUCTI...	1171	08/03/2026	GRAVE DIG-GARY WEINMA...	820-4890-63030
Vendor: ULINE				
ULINE	211403186	08/03/2026	MISC. CLEANING SUPPLIES &..	690-4840-62990
Vendor: VERIZON WIRELESS #486397938				
VERIZON WIRELESS #48639...	6149999876	08/01/2026	486397938-00001-JUL 2-A...	100-4210-63210
VERIZON WIRELESS #48639...	6149999876	08/01/2026	486397938-00001-JUL 2-A...	100-4660-63210
Vendor: WASTE MASTERS LLC				
WASTE MASTERS LLC	67X00072	07/31/2026	CARDBOARD DUMPSTER	610-4840-62990
WASTE MASTERS LLC	595	08/13/2026	GARBAGE TIPPING FEES-JUL...	100-4315-63030

Packet: APPKT01895 - 8/14/26-REGULAR PAYABLES-GVT/VERIZON		
Project Account Key	Post Date	Amount
	08/13/2026	2,100.00
Vendor JOEL DENNIS KEZAR Total:		2,100.00
	07/24/2026	28.97
Vendor JOHNSON BROTHERS LIQUOR Total:		28.97
	08/04/2026	2,200.00
Vendor JUMP4JOY BOUNCE HOUSES Total:		2,200.00
	08/06/2026	43.25
Vendor MN ENERGY RESOURCES #0740731585-00002 Total:		43.25
	08/13/2026	1,201,202.95
Vendor NORTHERN MUNICIPAL POWER AGENCY Total:		1,201,202.95
	08/03/2026	850.00
Vendor TROY MERCIL CONSTRUCTION LLC Total:		850.00
	08/03/2026	813.53
Vendor ULINE Total:		813.53
	08/01/2026	395.25
	08/01/2026	20.02
Vendor VERIZON WIRELESS #486397938 Total:		415.27
	07/31/2026	96.00
	08/13/2026	27,009.01
Vendor WASTE MASTERS LLC Total:		27,105.01
Grand Total:		1,245,334.75

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	35,323.38
610 - LIQUOR DISPENSARY	274.90
620 - WATER UTILITY FUND	197.89
630 - ARENAS - OAK VIEW GROUP	330.20
670 - STORM WATER UTILITY FUND	6,000.00
690 - ELECTRIC UTILITY FUND	1,202,358.38
820 - GREENWOOD CEMETERY FUND	850.00
Grand Total:	1,245,334.75

Account Summary

Account Number	Account Name	Expense Amount
100-4140-63590	Printing & Publications	164.25
100-4150-62010	Office Supplies	2,334.00
100-4150-63210	Communication Expense	340.19
100-4194-63210	Communication Expense	63.34
100-4210-62990	Misc. Operating Expense	2,200.00
100-4210-63210	Communication Expense	395.25
100-4220-63210	Communication Expense	104.34
100-4240-63210	Communication Expense	26.99
100-4312-62990	Misc. Operating Expense	21.70
100-4312-63210	Communication Expense	41.99
100-4315-63030	Contracts Expense	27,009.01
100-4315-63210	Communication Expense	41.98
100-4510-63033	Music in the Park	2,100.00
100-4510-63210	Communication Expense	48.99
100-4570-63210	Communication Expense	9.99
100-4650-63210	Communication Expense	110.97
100-4660-63210	Communication Expense	42.02
100-4660-63590	Printing & Publications	140.07
100-4670-64500	Senior Citizen Programs	128.30
610-4810-62530	Wine for Resale	28.97
610-4830-63210	Communication Expense	139.93
610-4840-62990	Misc. Operating Expense	96.00
610-4890-63060	Credit Card Fees	10.00
620-4830-63210	Communication Expense	197.89
630-4830-63210	Communication Expense	330.20
670-4890-63030	Contracts Expense	6,000.00
690-4810-68400	Purchased Power	1,201,202.95
690-4830-63210	Communication Expense	341.90
690-4840-62990	Misc. Operating Expense	813.53
820-4890-63030	Contracts Expense	850.00
Grand Total:		1,245,334.75

Project Account Summary

Project Account Key	Expense Amount
None	<u>1,245,334.75</u>
Grand Total:	1,245,334.75



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01898 - 8/17/26-DIRECT PAYABLES-MN ENERGY

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: CIVICPLUS LLC							
CIVICPLUS LLC	369431	07/10/2026	MUNICODE ANNUAL	100-4110-63020		07/10/2026	4,465.13
Vendor CIVICPLUS LLC Total:							4,465.13
Vendor: MICHAEL J ROFF							
MICHAEL J ROFF	AGILITE-8-13-26	08/15/2026	POUCHES & BELT: PAYABLE ...	130-4670-62990		08/15/2026	381.61
Vendor MICHAEL J ROFF Total:							381.61
Vendor: MN ENERGY RESOURCES #0502295320-00003							
MN ENERGY RESOURCES #0...	6023562413	07/30/2026	20156494-201 N ATLANTIC ...	100-4570-63890		07/30/2026	50.23
MN ENERGY RESOURCES #0...	6024614124	07/30/2026	20112406-320 E 2ND ST-6/...	100-4220-63890		07/30/2026	47.00
MN ENERGY RESOURCES #0...	6024919319	07/30/2026	845377-102 N MAIN AVE-6/...	100-4560-63890		07/30/2026	49.30
MN ENERGY RESOURCES #0...	6025309863	07/30/2026	20041829-120 MAIN AVE S-...	100-4550-63890		07/30/2026	54.95
MN ENERGY RESOURCES #0...	6025766451	07/31/2026	20085562-440 MARK BLVD	680-4830-63890		07/31/2026	9.32
Vendor MN ENERGY RESOURCES #0502295320-00003 Total:							210.80
Vendor: MN ENERGY RESOURCES #0503307772-00007							
MN ENERGY RESOURCES #0...	6036482276	08/07/2026	20117203-405 3RD ST E-7/9...	100-4194-63890		08/07/2026	23.68
Vendor MN ENERGY RESOURCES #0503307772-00007 Total:							23.68
Vendor: SHI INTERNATIONAL CORP							
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-COUNCIL	100-4110-63020		07/30/2026	1,001.71
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-ADMIN	100-4150-63020		07/30/2026	3,280.34
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-IT	100-4192-63020		07/30/2026	671.73
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-BLDG MAINT	100-4194-63020		07/30/2026	107.71
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-POLICE (15)	100-4210-63020		07/30/2026	5,279.02
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-FIRE	100-4220-63020		07/30/2026	743.22
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-BUILDING OFFIC...	100-4240-63020		07/30/2026	247.74
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-STREET	100-4312-63020		07/30/2026	495.48
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-PARKS	100-4510-63020		07/30/2026	247.74
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-PUBLIC WORKS	100-4650-63020		07/30/2026	1,605.90
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-ECONOMIC DE...	100-4660-63020		07/30/2026	614.94
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-LIQUOR	610-4890-63020		07/30/2026	247.74
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-WATER	620-4890-63020		07/30/2026	414.94
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-WASTE WATER	680-4890-63020		07/30/2026	990.96
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-ELECTRIC	690-4890-63020		07/30/2026	2,477.40
SHI INTERNATIONAL CORP	B21501227	07/30/2026	OFFICE 365-CEMETERY	820-4890-63020		07/30/2026	247.74
Vendor SHI INTERNATIONAL CORP Total:							18,674.31

Council Approval Register

Packet: APPKT01898 - 8/17/26-DIRECT PAYABLES-MN ENERGY

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: STATION 59							
STATION 59	1012762	07/31/2026	CAR WASHES-TRFPD	100-4210-62990		07/31/2026	220.00
						Vendor STATION 59 Total:	220.00
						Grand Total:	23,975.53

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	19,205.82
130 - SRT FUND	381.61
610 - LIQUOR DISPENSARY	247.74
620 - WATER UTILITY FUND	414.94
680 - WASTEWATER UTILITY FUND	1,000.28
690 - ELECTRIC UTILITY FUND	2,477.40
820 - GREENWOOD CEMETERY FUND	247.74
Grand Total:	23,975.53

Account Summary

Account Number	Account Name	Expense Amount
100-4110-63020	Computer Maintenance...	5,466.84
100-4150-63020	Computer Maintenance...	3,280.34
100-4192-63020	Computer Maintenance...	671.73
100-4194-63020	Computer Maintenance...	107.71
100-4194-63890	Utilities Expense	23.68
100-4210-62990	Misc. Operating Expense	220.00
100-4210-63020	Computer Maintenance...	5,279.02
100-4220-63020	Computer Maintenance...	743.22
100-4220-63890	Utilities Expense	47.00
100-4240-63020	Computer Maintenance...	247.74
100-4312-63020	Computer Maintenance...	495.48
100-4510-63020	Computer Maintenance...	247.74
100-4550-63890	Utilities Expense	54.95
100-4560-63890	Utilities Expense	49.30
100-4570-63890	Utilities Expense	50.23
100-4650-63020	Computer Maintenance...	1,605.90
100-4660-63020	Computer Maintenance...	614.94
130-4670-62990	Misc. Operating Expense	381.61
610-4890-63020	Computer Maintenance...	247.74
620-4890-63020	Computer Maintenance...	414.94
680-4830-63890	Utilities Expense	9.32
680-4890-63020	Computer Maintenance...	990.96
690-4890-63020	Computer Maintenance...	2,477.40
820-4890-63020	Computer Maintenance...	247.74
Grand Total:		23,975.53

Project Account Summary

Project Account Key	Expense Amount
None	23,975.53
Grand Total:	23,975.53



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01892 - PYPKT02285 - 2026 08 20 #17 Payroll

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: BLUE CROSS BLUE SHIELD OF MN							
BLUE CROSS BLUE SHIELD O...	INV0002269	08/20/2026	AUGUST BILLING	740-4870-63650		08/20/2026	2,380.00
Vendor BLUE CROSS BLUE SHIELD OF MN Total:							2,380.00
Vendor: FURTHER - H S A							
FURTHER - H S A	INV0002259	08/20/2026	HSA	740-24000		08/20/2026	234.99
Vendor FURTHER - H S A Total:							234.99
Vendor: INTERNAL REVENUE SERVICE							
INTERNAL REVENUE SERVICE	INV0002266	08/20/2026	FED W/H	740-20150		08/20/2026	27,808.08
INTERNAL REVENUE SERVICE	INV0002266	08/20/2026	SOCIAL SECURITY	740-20150		08/20/2026	26,434.98
INTERNAL REVENUE SERVICE	INV0002266	08/20/2026	MEDICARE	740-20150		08/20/2026	8,632.76
Vendor INTERNAL REVENUE SERVICE Total:							62,875.82
Vendor: MEDICAREBLUE RX							
MEDICAREBLUE RX	INV0002270	08/20/2026	AUG BILLING	740-4870-63650		08/20/2026	1,361.50
Vendor MEDICAREBLUE RX Total:							1,361.50
Vendor: MINNESOTA TEAMSTERS NO. 320							
MINNESOTA TEAMSTERS N...	INV0002261	08/20/2026	Union Dues	740-24000		08/20/2026	4,633.00
Vendor MINNESOTA TEAMSTERS NO. 320 Total:							4,633.00
Vendor: MN DPT OF REVENUE - GARNISHMENTS							
MN DPT OF REVENUE - GA...	INV0002262	08/20/2026	Garnishment	740-24000		08/20/2026	389.47
Vendor MN DPT OF REVENUE - GARNISHMENTS Total:							389.47
Vendor: MN DPT OF REVENUE - WITHHOLDING							
MN DPT OF REVENUE - WIT...	INV0002265	08/20/2026	State W/H Tax	740-20160		08/20/2026	13,706.50
Vendor MN DPT OF REVENUE - WITHHOLDING Total:							13,706.50
Vendor: P E R A OF MN							
P E R A OF MN	INV0002264	08/20/2026	PERA EE/ER DEF	740-20180		08/20/2026	182.52
P E R A OF MN	INV0002264	08/20/2026	PERA EE/ER P&F	740-20180		08/20/2026	26,287.25
P E R A OF MN	INV0002264	08/20/2026	PERA EE/ER COORD	740-20180		08/20/2026	28,608.17
Vendor P E R A OF MN Total:							55,077.94
Vendor: SUN LIFE FINANCIAL - LIFE							
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4150-61330		08/20/2026	56.95
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4194-61330		08/20/2026	9.35
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4210-61330		08/20/2026	175.10
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4220-61330		08/20/2026	68.85
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4312-61330		08/20/2026	51.00
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4315-61330		08/20/2026	51.00

Council Approval Register

Packet: APPKT01892 - PYPKT02285 - 2026 08 20 #17 Payroll

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4510-61330		08/20/2026	9.35
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4650-61330		08/20/2026	60.35
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	100-4660-61330		08/20/2026	12.75
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	610-4825-61330		08/20/2026	69.70
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	620-4825-61330		08/20/2026	43.75
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	680-4825-61330		08/20/2026	34.45
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	690-4825-61330		08/20/2026	171.70
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	740-24000		08/20/2026	667.03
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins COBRA	740-4870-63640		08/20/2026	18.70
SUN LIFE FINANCIAL - LIFE	INV0002260	08/20/2026	Life Ins Premium	820-4825-61330		08/20/2026	9.35
Vendor SUN LIFE FINANCIAL - LIFE Total:							1,509.38
Vendor: VANTAGEPOINT ICMA							
VANTAGEPOINT ICMA	INV0002257	08/20/2026	Contributions Employee	740-24000		08/20/2026	5,784.47
Vendor VANTAGEPOINT ICMA Total:							5,784.47
Vendor: WEX BANK							
WEX BANK	INV0002267	08/20/2026	VEBA Employer Contribution	100-4194-61310		08/20/2026	288.88
WEX BANK	INV0002267	08/20/2026	VEBA City Contribution	100-4210-61310		08/20/2026	3,480.48
WEX BANK	INV0002267	08/20/2026	VEBA City Contribution	100-4220-61310		08/20/2026	1,458.32
WEX BANK	INV0002267	08/20/2026	VEBA City Contribution	100-4650-61310		08/20/2026	4,938.80
WEX BANK	INV0002267	08/20/2026	VEBA City Contributions	610-4825-61310		08/20/2026	288.88
WEX BANK	INV0002267	08/20/2026	VEBA City Contribution	680-4825-61310		08/20/2026	1,458.32
WEX BANK	INV0002267	08/20/2026	VEBA City Contribution	690-4825-61310		08/20/2026	5,379.08
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	100-4150-61310		08/20/2026	3,343.00
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	100-4210-61310		08/20/2026	2,476.36
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	100-4220-61310		08/20/2026	866.64
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	100-4650-61310		08/20/2026	3,494.40
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	610-4825-61310		08/20/2026	729.16
WEX BANK	INV0002268	08/20/2026	HSA City Contribution	680-4825-61310		08/20/2026	1,018.04
Vendor WEX BANK Total:							29,220.36
Vendor: WEX HEALTH INC							
WEX HEALTH INC	INV0002271	08/12/2026	WEX Administrative Fees - ...	100-4670-62990		08/12/2026	143.00
WEX HEALTH INC	INV0002271	08/12/2026	WEX Administrative Fees - ...	610-4840-62990		08/12/2026	13.75
WEX HEALTH INC	INV0002271	08/12/2026	WEX Administrative Fees - ...	620-4840-62990		08/12/2026	11.00
WEX HEALTH INC	INV0002271	08/12/2026	WEX Administrative Fees - ...	690-4840-62990		08/12/2026	44.00
WEX HEALTH INC	INV0002272	08/13/2026	FSA Flex Reimbursement	740-20300		08/13/2026	23.41
WEX HEALTH INC	INV0002273	08/14/2026	FSA Flex Reimbursement	740-20300		08/14/2026	70.00
Vendor WEX HEALTH INC Total:							305.16
Grand Total:							177,478.59

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	20,984.58
610 - LIQUOR DISPENSARY	1,101.49
620 - WATER UTILITY FUND	54.75
680 - WASTEWATER UTILITY FUND	2,510.81
690 - ELECTRIC UTILITY FUND	5,594.78
740 - TRF HEALTH INSURANCE FUND	147,222.83
820 - GREENWOOD CEMETERY FUND	9.35
Grand Total:	177,478.59

Account Summary

Account Number	Account Name	Expense Amount
100-4150-61310	Health Insurance	3,343.00
100-4150-61330	Life Insurance	56.95
100-4194-61310	Health Insurance	288.88
100-4194-61330	Life Insurance	9.35
100-4210-61310	Health Insurance	5,956.84
100-4210-61330	Life Insurance	175.10
100-4220-61310	Health Insurance	2,324.96
100-4220-61330	Life Insurance	68.85
100-4312-61330	Life Insurance	51.00
100-4315-61330	Life Insurance	51.00
100-4510-61330	Life Insurance	9.35
100-4650-61310	Health Insurance	8,433.20
100-4650-61330	Life Insurance	60.35
100-4660-61330	Life Insurance	12.75
100-4670-62990	Misc. Operating Expense	143.00
610-4825-61310	Health Insurance	1,018.04
610-4825-61330	Life Insurance	69.70
610-4840-62990	Misc. Operating Expense	13.75
620-4825-61330	Life Insurance	43.75
620-4840-62990	Misc. Operating Expense	11.00
680-4825-61310	Health Insurance	2,476.36
680-4825-61330	Life Insurance	34.45
690-4825-61310	Health Insurance	5,379.08
690-4825-61330	Life Insurance	171.70
690-4840-62990	Misc. Operating Expense	44.00
740-20150	Payroll Taxes Payable	62,875.82
740-20160	State Withholding	13,706.50
740-20180	PERA Payable	55,077.94
740-20300	Flex Payroll Deductions	93.41
740-24000	Clearing Account	11,708.96
740-4870-63640	Life Insurance - COBRA	18.70

Account Summary

Account Number	Account Name	Expense Amount
740-4870-63650	Senior Gold BC/BS Mont...	3,741.50
820-4825-61330	Life Insurance	9.35
Grand Total:		177,478.59

Project Account Summary

Project Account Key	Expense Amount
None	177,478.59
Grand Total:	177,478.59



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01902 - 8/21/26-DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: ANNETTE LIAN							
ANNETTE LIAN	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
						Vendor ANNETTE LIAN Total:	247.50
Vendor: BECKY SMITH							
BECKY SMITH	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	228.75
BECKY SMITH	8-11-26-GOLF CART	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	210.00
						Vendor BECKY SMITH Total:	438.75
Vendor: CATHERINE M MIRAMONTES							
CATHERINE M MIRAMONTES	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	258.75
						Vendor CATHERINE M MIRAMONTES Total:	258.75
Vendor: CHRIS MATTER							
CHRIS MATTER	MMUA-FUEL	08/06/2026	REIMBURSE: MMUA TREE T...	100-4510-64400		08/06/2026	50.35
CHRIS MATTER	MMUA-MEALS	08/06/2026	REIMBURSE:MMUA TREE TR...	100-4510-64400		08/06/2026	53.32
						Vendor CHRIS MATTER Total:	103.67
Vendor: CYNTHIA VENNES							
CYNTHIA VENNES	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
						Vendor CYNTHIA VENNES Total:	247.50
Vendor: DANIE E PACKARD							
DANIE E PACKARD	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
						Vendor DANIE E PACKARD Total:	247.50
Vendor: DEB HOLTHUSEN							
DEB HOLTHUSEN	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
						Vendor DEB HOLTHUSEN Total:	247.50
Vendor: DEBORAH J ERNST							
DEBORAH J ERNST	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	131.25
						Vendor DEBORAH J ERNST Total:	131.25
Vendor: DEBORAH L FULTON							
DEBORAH L FULTON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
						Vendor DEBORAH L FULTON Total:	247.50
Vendor: ELNA JEAN LENDOBEJA							
ELNA JEAN LENDOBEJA	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	335.00
						Vendor ELNA JEAN LENDOBEJA Total:	335.00

Council Approval Register

Packet: APPKT01902 - 8/21/26-DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: ESTHER LOUISE JOHNSON							
ESTHER LOUISE JOHNSON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor ESTHER LOUISE JOHNSON Total:							247.50
Vendor: GLEN KAJEWSKI							
GLEN KAJEWSKI	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor GLEN KAJEWSKI Total:							247.50
Vendor: IHLE SPARBY AND HAASE PA							
IHLE SPARBY AND HAASE PA	05728	07/16/2026	HAZARDOUS BUILDINGS	100-4670-63090		07/16/2026	2,308.11
Vendor IHLE SPARBY AND HAASE PA Total:							2,308.11
Vendor: JACQUELYN KAY PHILIPP							
JACQUELYN KAY PHILIPP	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	262.50
Vendor JACQUELYN KAY PHILIPP Total:							262.50
Vendor: JANET STRANDLIE							
JANET STRANDLIE	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor JANET STRANDLIE Total:							247.50
Vendor: JEAN MARQUIS							
JEAN MARQUIS	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	258.75
Vendor JEAN MARQUIS Total:							258.75
Vendor: JEREMY DON PURCELL							
JEREMY DON PURCELL	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	308.75
Vendor JEREMY DON PURCELL Total:							308.75
Vendor: JULIE D PETERSON							
JULIE D PETERSON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	240.00
Vendor JULIE D PETERSON Total:							240.00
Vendor: KATHERINE L FOGARTY							
KATHERINE L FOGARTY	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	342.50
Vendor KATHERINE L FOGARTY Total:							342.50
Vendor: KATHRYN J GERMAN							
KATHRYN J GERMAN	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor KATHRYN J GERMAN Total:							247.50
Vendor: KATHY R LANGNESS							
KATHY R LANGNESS	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	258.75
Vendor KATHY R LANGNESS Total:							258.75
Vendor: KENNETH L OLSON							
KENNETH L OLSON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	255.00
Vendor KENNETH L OLSON Total:							255.00
Vendor: KRISTIE LYNN HUSETH							
KRISTIE LYNN HUSETH	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor KRISTIE LYNN HUSETH Total:							247.50

Council Approval Register

Packet: APPKT01902 - 8/21/26-DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: LINDA JEAN RAMSEY							
LINDA JEAN RAMSEY	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	327.50
Vendor LINDA JEAN RAMSEY Total:							327.50
Vendor: MARTHA WITUCKI							
MARTHA WITUCKI	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	262.50
Vendor MARTHA WITUCKI Total:							262.50
Vendor: MARTY DOPPLER							
MARTY DOPPLER	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor MARTY DOPPLER Total:							247.50
Vendor: MARY J MUGAAS							
MARY J MUGAAS	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	323.75
Vendor MARY J MUGAAS Total:							323.75
Vendor: MARY M DAHLEN							
MARY M DAHLEN	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor MARY M DAHLEN Total:							247.50
Vendor: MASON MYERS							
MASON MYERS	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	105.00
Vendor MASON MYERS Total:							105.00
Vendor: MICHAEL Klier TEUBNER							
MICHAEL Klier TEUBNER	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor MICHAEL Klier TEUBNER Total:							247.50
Vendor: MICHELLE VOELKER							
MICHELLE VOELKER	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	258.75
Vendor MICHELLE VOELKER Total:							258.75
Vendor: MILLIE J REIERSON							
MILLIE J REIERSON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	285.00
Vendor MILLIE J REIERSON Total:							285.00
Vendor: MN DPT OF REVENUE - SALES/USE TAX							
MN DPT OF REVENUE - SAL...	JULY 2026 PARKS&REC	08/21/2026	SALES TAX-JULY 2026	100-20220		08/21/2026	31.00
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-20220		08/21/2026	12,919.76
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-20220		08/21/2026	-28.26
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4194-65200		08/21/2026	-187.25
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4194-65200		08/21/2026	-26.14
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4210-62990		08/21/2026	-7.08
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4315-62010		08/21/2026	4.13
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4315-62210		08/21/2026	70.34
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4315-62990		08/21/2026	1.37
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	100-4510-62230		08/21/2026	-4.74
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	610-4840-62140		08/21/2026	88.73
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	610-4840-62140		08/21/2026	91.36
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	610-4840-62400		08/21/2026	17.37

Council Approval Register

Packet: APPKT01902 - 8/21/26-DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	610-4840-62990		08/21/2026	11.34
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	620-20220		08/21/2026	2,531.40
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	620-4850-62210		08/21/2026	-80.27
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	620-4850-62220		08/21/2026	-6.92
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	620-4850-62230		08/21/2026	-4.24
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	620-4850-62230		08/21/2026	-8.35
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	630-4850-62230		08/21/2026	-26.88
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	630-4850-62230		08/21/2026	-2.61
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	640-4850-62210		08/21/2026	-12.97
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	640-4850-62210		08/21/2026	-8.28
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	680-4840-62990		08/21/2026	-16.84
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-20220		08/21/2026	68,720.86
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4840-62020		08/21/2026	1.20
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4840-62880		08/21/2026	-14.80
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4840-62990		08/21/2026	17.48
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4840-62990		08/21/2026	68.33
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62210		08/21/2026	102.91
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62210		08/21/2026	85.09
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62350		08/21/2026	38.18
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62350		08/21/2026	56.03
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62360		08/21/2026	14.85
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	690-4850-62360		08/21/2026	15.07
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	820-4840-62990		08/21/2026	10.52
MN DPT OF REVENUE - SAL...	JULY 2026	08/21/2026	SALES TAX-JULY 2026	820-4840-62990		08/21/2026	0.31
MN DPT OF REVENUE - SAL...	JULY 2026-LIQ	08/21/2026	SALES TAX-JULY 2026 PD A...	610-20220		08/21/2026	44,748.00
Vendor MN DPT OF REVENUE - SALES/USE TAX Total:							129,210.00
Vendor: RANDI LOUISE HODNY							
RANDI LOUISE HODNY	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor RANDI LOUISE HODNY Total:							247.50
Vendor: REBECCA JEAN STAVENES							
REBECCA JEAN STAVENES	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	308.75
Vendor REBECCA JEAN STAVENES Total:							308.75
Vendor: SUZANNE MYERS							
SUZANNE MYERS	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	90.00
Vendor SUZANNE MYERS Total:							90.00
Vendor: THERESA ANN VANYO							
THERESA ANN VANYO	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor THERESA ANN VANYO Total:							247.50
Vendor: TRACY LAINE NELSON							
TRACY LAINE NELSON	8-11-26	08/11/2026	PRIMARY ELECTION JUDGE ...	100-4140-61060		08/11/2026	247.50
Vendor TRACY LAINE NELSON Total:							247.50

Council Approval Register

Packet: APPKT01902 - 8/21/26-DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: TRAVIS GIFFEN							
TRAVIS GIFFEN	REIMB-MILEAGE	06/02/2026	HONKER FLATS-MAY 28 & J...	100-4510-62240		06/02/2026	121.60
Vendor TRAVIS GIFFEN Total:							121.60
Vendor: UPPER MIDWEST ATHLETIC CONSTRUCTION, INC.							
UPPER MIDWEST ATHLETIC ...	AIA DOC G702-FINAL	06/17/2026	INSTALL MEC NETTING-FINAL	260-4680-65900		06/17/2026	8,287.98
Vendor UPPER MIDWEST ATHLETIC CONSTRUCTION, INC. Total:							8,287.98
Vendor: VESTIS							
VESTIS	2630581288	08/18/2026	WTP RUGS	620-4890-63030		08/18/2026	102.90
Vendor VESTIS Total:							102.90
Grand Total:							149,145.51

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	24,317.76
260 - MULTI-EVENTS CENTER FUND	8,287.98
610 - LIQUOR DISPENSARY	44,956.80
620 - WATER UTILITY FUND	2,534.52
630 - ARENAS - OAK VIEW GROUP	-29.49
640 - MEC - OAK VIEW GROUP	-21.25
680 - WASTEWATER UTILITY FUND	-16.84
690 - ELECTRIC UTILITY FUND	69,105.20
820 - GREENWOOD CEMETERY FUND	10.83
Grand Total:	149,145.51

Account Summary

Account Number	Account Name	Expense Amount
100-20220	Sales Tax Payable	12,922.50
100-4140-61060	Temporary Salaries	9,011.25
100-4194-65200	Buildings and Structures	-213.39
100-4210-62990	Misc. Operating Expense	-7.08
100-4315-62010	Office Supplies	4.13
100-4315-62210	Equipment Maint & Repa..	70.34
100-4315-62990	Misc. Operating Expense	1.37
100-4510-62230	Building Maint & Repair	-4.74
100-4510-62240	Department Maint & Re...	121.60
100-4510-64400	Travel, Conference, Sch...	103.67
100-4670-63090	Vacant Home Demolition	2,308.11
260-4680-65900	Work in Process-Constru...	8,287.98
610-20220	Sales Tax Payable	44,748.00
610-4840-62140	Off Sale Supplies	180.09
610-4840-62400	Small Tools and Minor E...	17.37
610-4840-62990	Misc. Operating Expense	11.34
620-20220	Sales Tax Payable	2,531.40
620-4850-62210	Equipment Maint & Repa..	-80.27
620-4850-62220	Plant Equip Maint & Rep...	-6.92
620-4850-62230	Building Maint & Repair	-12.59
620-4890-63030	Contracts Expense	102.90
630-4850-62230	Building Maint & Repair	-29.49
640-4850-62210	Equipment Maint & Repa..	-21.25
680-4840-62990	Misc. Operating Expense	-16.84
690-20220	Sales Tax Payable	68,720.86
690-4840-62020	Computer Supplies	1.20
690-4840-62880	Personal Protective Equi...	-14.80
690-4840-62990	Misc. Operating Expense	85.81
690-4850-62210	Equipment Maint & Repa..	188.00

Account Summary

Account Number	Account Name	Expense Amount
690-4850-62350	Power Plant/Dam Maint	94.21
690-4850-62360	Distribution Maint	29.92
820-4840-62990	Misc. Operating Expense	10.83
Grand Total:		149,145.51

Project Account Summary

Project Account Key	Expense Amount
None	149,145.51
Grand Total:	149,145.51



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01909 - 8/26/26-(1896)REGULAR PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: ACE HARDWARE							
ACE HARDWARE	213258	08/13/2026	273-SHOP VAC	100-4194-62400		08/13/2026	49.99
ACE HARDWARE	213379	08/14/2026	278-LIGHT BULBS-BATHRO...	100-4510-62230		08/14/2026	13.99
ACE HARDWARE	213475	08/17/2026	322-CARPET CLEANER	100-4220-62990		08/17/2026	19.23
ACE HARDWARE	214010	08/24/2026	273-CARPET CLEANER	100-4194-62990		08/24/2026	32.47
Vendor ACE HARDWARE Total:							115.68
Vendor: ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES LLC (AE2S)							
ADVANCED ENGINEERING ...	112850	08/11/2026	P00830-2018-004:EPA AUDIT	620-4890-63110		08/11/2026	10,532.12
ADVANCED ENGINEERING ...	112906	08/11/2026	P00830-2026-001: EPA RISK...	620-4890-63110		08/11/2026	986.50
ADVANCED ENGINEERING ...	112949	08/11/2026	P00830-2023-001: PAC 1 IN...	510-4680-65920		08/11/2026	42,100.00
ADVANCED ENGINEERING ...	112950	08/11/2026	P00830-2025-003: LEAD & ...	565-4680-65920		08/11/2026	18,412.18
Vendor ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES LLC (AE2S) Total:							72,030.80
Vendor: AMS-ASHTONS MOWING SERVICE AND SNOW REMOVA							
AMS-ASHTONS MOWING S...	5369	08/14/2026	STORM WATER NORA/SPR...	670-4890-63030		08/14/2026	3,604.90
AMS-ASHTONS MOWING S...	5369	08/14/2026	SANITARY CONNCT NORA/S...	680-4890-63030		08/14/2026	3,604.90
Vendor AMS-ASHTONS MOWING SERVICE AND SNOW REMOVA Total:							7,209.80
Vendor: ARTISAN BEER COMPANY							
ARTISAN BEER COMPANY	3879382	08/10/2026	BEER	610-4810-62520		08/10/2026	60.00
Vendor ARTISAN BEER COMPANY Total:							60.00
Vendor: AUTO VALUE T R F							
AUTO VALUE T R F	9752308	08/15/2026	TERMINAL TOOL	100-4312-62400		08/15/2026	189.95
AUTO VALUE T R F	9752370	08/17/2026	RETURNED TERMINAL TOOL	100-4312-62400		08/17/2026	-189.95
AUTO VALUE T R F	9752671	08/19/2026	TOOL FOR ACETYLENE MAC...	690-4840-62990		08/19/2026	26.29
AUTO VALUE T R F	9752672	08/19/2026	TOOL FOR ACETYLENE MAC...	690-4840-62990		08/19/2026	6.10
AUTO VALUE T R F	9752724	08/19/2026	FUSES	100-4210-62210		08/19/2026	38.95
AUTO VALUE T R F	9750964	08/03/2026	GARBAGE TRUCK	100-4315-62210		08/03/2026	25.98
Vendor AUTO VALUE T R F Total:							97.32
Vendor: BELLBOY CORP - BAR SUPPLY							
BELLBOY CORP - BAR SUPPLY	0111476300	08/04/2026	PARASOLS	610-4810-62590		08/04/2026	6.00
Vendor BELLBOY CORP - BAR SUPPLY Total:							6.00
Vendor: BELLBOY CORP - LIQUOR							
BELLBOY CORP - LIQUOR	0212190300	08/04/2026	LIQUOR	610-4810-62510		08/04/2026	3,686.25
BELLBOY CORP - LIQUOR	0212190400	08/04/2026	LIQUOR	610-4810-62510		08/04/2026	345.00
Vendor BELLBOY CORP - LIQUOR Total:							4,031.25

Council Approval Register

Packet: APPKT01909 - 8/26/26-(1896)REGULAR PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: BREAKTHRU BEVERAGE							
BREAKTHRU BEVERAGE	128208894	08/04/2026	MIX	610-4810-62540		08/04/2026	486.25
BREAKTHRU BEVERAGE	128208895	08/04/2026	LIQUOR	610-4810-62510		08/04/2026	7,271.21
BREAKTHRU BEVERAGE	128208896	08/04/2026	WINE	610-4810-62530		08/04/2026	168.00
BREAKTHRU BEVERAGE	128208897	08/04/2026	WINE	610-4810-62530		08/04/2026	352.00
BREAKTHRU BEVERAGE	128211730	08/04/2026	LIQUOR	610-4810-62510		08/04/2026	289.25
Vendor BREAKTHRU BEVERAGE Total:							8,566.71
Vendor: BREDESON OFFICE SUPPLY							
BREDESON OFFICE SUPPLY	8-11-26	08/11/2026	CERTIFICATE HOLDER	100-4210-62010		08/11/2026	16.95
Vendor BREDESON OFFICE SUPPLY Total:							16.95
Vendor: BRIAN JACOBSON							
BRIAN JACOBSON	8-19-26 POV MILEAGE	08/19/2026	REIMBURSE MILEAGE POV-...	690-4890-64400		08/19/2026	351.12
BRIAN JACOBSON	8-19-26-MEALS	08/19/2026	REIMBURSE MEALS-MMUA ...	690-4890-64400		08/19/2026	7.63
Vendor BRIAN JACOBSON Total:							358.75
Vendor: C & L DISTRIBUTING							
C & L DISTRIBUTING	2348915	08/13/2026	BEER	610-4810-62520		08/13/2026	335.25
C & L DISTRIBUTING	2348915	08/13/2026	MIX	610-4810-62540		08/13/2026	35.00
Vendor C & L DISTRIBUTING Total:							370.25
Vendor: COLE PAPERS INC							
COLE PAPERS INC	10746742	08/13/2026	WTP SOAP	620-4840-62990		08/13/2026	112.06
COLE PAPERS INC	10755114	08/13/2026	CC PAPER & HIPPO BAGS	610-4840-62140		08/13/2026	425.22
COLE PAPERS INC	10755114	08/13/2026	HAND TOWELS & HAND SO...	610-4840-62990		08/13/2026	197.22
COLE PAPERS INC	10755114	08/13/2026	CLEAN & SHINE & EASY TRAP	610-4850-62230		08/13/2026	166.34
Vendor COLE PAPERS INC Total:							900.84
Vendor: DANA KLOS							
DANA KLOS	8-12-26	08/12/2026	ANIMAL CONTROL	100-4210-63100		08/12/2026	120.00
Vendor DANA KLOS Total:							120.00
Vendor: DR JAY PHILLIPPI							
DR JAY PHILLIPPI	26-168	08/12/2026	PSYCH EVAL.-A. KEZAR	100-4210-62990		08/12/2026	475.00
Vendor DR JAY PHILLIPPI Total:							475.00
Vendor: EVANS SCRAP AND STEEL INC							
EVANS SCRAP AND STEEL INC	02251781	08/06/2026	CURB RUNNERS	100-4312-62210		08/06/2026	58.52
Vendor EVANS SCRAP AND STEEL INC Total:							58.52
Vendor: FASTENAL COMPANY							
FASTENAL COMPANY	MNROS142084	08/11/2026	GSOC PIAINT	680-4840-62990		08/11/2026	126.46
FASTENAL COMPANY	MNROS142087	08/12/2026	GSOC PAINT	680-4840-62990		08/12/2026	143.82
Vendor FASTENAL COMPANY Total:							270.28
Vendor: GRAYMONT (WI) LLC							
GRAYMONT (WI) LLC	14-220102RI	06/18/2026	CHEMICALS	620-4840-62160		06/18/2026	10,091.30
Vendor GRAYMONT (WI) LLC Total:							10,091.30

Council Approval Register

Packet: APPKT01909 - 8/26/26-(1896)REGULAR PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: HDR ENGINEERING INC - CHICAGO							
HDR ENGINEERING INC - CH...	1200852005	08/06/2026	10318459-CHIEF'S COULEE	515-4680-65920		08/06/2026	2,425.00
Vendor HDR ENGINEERING INC - CHICAGO Total:							2,425.00
Vendor: INTERSTATE BILLING SERVICE							
INTERSTATE BILLING SERVICE	43733G	08/07/2026	TOOLCAT #5425	100-4510-62210		08/07/2026	238.55
Vendor INTERSTATE BILLING SERVICE Total:							238.55
Vendor: JOHN KINSMAN							
JOHN KINSMAN	8-19-26 MEALS	08/19/2026	REIMBURSE MEALS-MMUA ...	690-4890-64400		08/19/2026	37.29
JOHN KINSMAN	8-19-26 MILEAGE POV	08/19/2026	REIMBURSE MILEAGE POV-...	690-4890-64400		08/19/2026	351.12
Vendor JOHN KINSMAN Total:							388.41
Vendor: JOHNSON BROTHERS LIQUOR							
JOHNSON BROTHERS LIQU...	1116023	08/10/2026	WINE	610-4810-62530		08/10/2026	75.00
JOHNSON BROTHERS LIQU...	1116023	08/10/2026	MIX	610-4810-62540		08/10/2026	40.00
Vendor JOHNSON BROTHERS LIQUOR Total:							115.00
Vendor: LEE PLUMBING & HEATING INC							
LEE PLUMBING & HEATING ...	37689414	08/16/2026	RPZ TESTING	620-4840-62990		08/16/2026	302.50
Vendor LEE PLUMBING & HEATING INC Total:							302.50
Vendor: MN ENERGY RESOURCES #0503090429-00002							
MN ENERGY RESOURCES #0...	6040373735	08/11/2026	20086097-1100 N HORACE-...	100-4312-63890		08/11/2026	48.24
MN ENERGY RESOURCES #0...	6040447106	08/11/2026	20082000-1121 ATLANTIC ...	100-4315-63890		08/11/2026	33.31
MN ENERGY RESOURCES #0...	6040447106	08/11/2026	20082000-1121 ATLANTIC ...	100-4510-63890		08/11/2026	14.28
MN ENERGY RESOURCES #0...	6041884982	08/12/2026	20075293-210 10TH ST E-7/...	100-4510-63890		08/12/2026	21.38
Vendor MN ENERGY RESOURCES #0503090429-00002 Total:							117.21
Vendor: NAPA AUTO PARTS THF RVR FL							
NAPA AUTO PARTS THF RVR..	751172	08/10/2026	BATTERY - TRUCK #103	690-4850-62210		08/10/2026	154.89
NAPA AUTO PARTS THF RVR..	751178	08/10/2026	SPARK PLUG-FIX GOLF CART	100-4510-62210		08/10/2026	6.04
NAPA AUTO PARTS THF RVR..	751038	08/03/2026	NEW WINDSHIELD WIPER B...	100-4194-62210		08/03/2026	28.92
Vendor NAPA AUTO PARTS THF RVR FL Total:							189.85
Vendor: NELSON EQUIPMENT OF T R F INC							
NELSON EQUIPMENT OF T R...	CT171866	08/10/2026	STRAINER FOR TANK SPRAY...	100-4510-62210		08/10/2026	15.29
NELSON EQUIPMENT OF T R...	CT172035	08/12/2026	HOSE FOR VAC	690-4850-62210		08/12/2026	41.30
Vendor NELSON EQUIPMENT OF T R F INC Total:							56.59
Vendor: NORTHWEST POWER SYSTEMS INC							
NORTHWEST POWER SYST...	T353335	08/06/2026	WTP HOSE REPLACEMENT	620-4840-62990		08/06/2026	28.80
Vendor NORTHWEST POWER SYSTEMS INC Total:							28.80
Vendor: NORTHWOODS LUMBER CO TRF							
NORTHWOODS LUMBER CO...	2608-236825	08/13/2026	STREET MAINTENANCE	100-4312-62240		08/13/2026	15.82
NORTHWOODS LUMBER CO...	2608-236856	08/13/2026	STREET MAINTENANCE	100-4312-62240		08/13/2026	15.82
NORTHWOODS LUMBER CO...	2608-237497	08/17/2026	TEMPORARY MARKERS	820-4850-62240		08/17/2026	59.49
Vendor NORTHWOODS LUMBER CO TRF Total:							91.13

Council Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number
Vendor: OLSON CONTRUCTION-JEFFREY A OLSON				
OLSON CONTRUCTION-JEFF...	3250i	08/12/2026	MAIN REPAIR	620-4890-64190
Vendor: PENNINGTON CO AUDITOR				
PENNINGTON CO AUDITOR	4454	08/25/2026	POLL PADS-ELECTION EQUI...	100-4140-65400
Vendor: QUALITY FARM SUPPLY INC				
QUALITY FARM SUPPLY INC	141118	08/14/2026	CHEMICAL	100-4510-62240
Vendor: RMB ENVIRONMENTAL LAB INC				
RMB ENVIRONMENTAL LAB ...	D094087	08/19/2026	STATE SAMPLES	620-4840-62170
Vendor: ROBIN HOOD SHIP				
ROBIN HOOD SHIP	1210	08/11/2026	STATE SAMPLES	620-4840-62170
ROBIN HOOD SHIP	1321	08/20/2026	PPE-MAILING GLOVES	690-4840-62880
Vendor: SOK ENTERPRISES-STEVEN O KVASAGER				
SOK ENTERPRISES-STEVEN O..	002765	08/24/2026	SEPT2026-FIRE ALARM MON..	100-4194-63030
SOK ENTERPRISES-STEVEN O..	002766	08/24/2026	SEPT2026-SECURITY ALARM...	100-4194-63030
Vendor: SORVIG OIL INC				
SORVIG OIL INC	26255	08/04/2026	KEROSENE-DYED-PRESSURE...	620-4840-62990
Vendor: SOUTHERN GLAZERS OF MN				
SOUTHERN GLAZERS OF MN	2788036	08/04/2026	LIQUOR	610-4810-62510
SOUTHERN GLAZERS OF MN	2788036	08/04/2026	WINE	610-4810-62530
Vendor: STREICHERS				
STREICHERS	11842133	08/11/2026	UNIFORM-ANDREW KEZAR	100-4210-62880
STREICHERS	11842402	08/12/2026	NAME PLATE-ANDREW KEZ...	100-4210-62890
Vendor: STUART C IRBY CO				
STUART C IRBY CO	S014649025.001	08/24/2026	WHIP UTILITY MARKER	690-14100
Vendor: T R F HARDWARE				
T R F HARDWARE	34060206	08/10/2026	DOWEL-FOR BEACH	100-4510-62990
T R F HARDWARE	34060238	08/10/2026	ELECTRICAL CORDS & STRIPS..	100-4140-62010
T R F HARDWARE	34060462	08/12/2026	PAINT SHELTERS	100-4510-62230
T R F HARDWARE	34061127	08/18/2026	MISC WIRING	100-4210-62210
T R F HARDWARE	34061342	08/20/2026	24001158-FD-BETTERY TEN...	100-4220-62210

Packet: APPKT01909 - 8/26/26-(1896)REGULAR PAYABLES

Project Account Key	Post Date	Amount
		<u>1,350.00</u>
Vendor OLSON CONTRUCTION-JEFFREY A OLSON Total:		1,350.00
		<u>16,682.00</u>
Vendor PENNINGTON CO AUDITOR Total:		16,682.00
		<u>123.76</u>
Vendor QUALITY FARM SUPPLY INC Total:		123.76
		<u>289.47</u>
Vendor RMB ENVIRONMENTAL LAB INC Total:		289.47
		<u>21.32</u>
		<u>30.92</u>
Vendor ROBIN HOOD SHIP Total:		52.24
		<u>21.75</u>
		<u>21.75</u>
Vendor SOK ENTERPRISES-STEVEN O KVASAGER Total:		43.50
		<u>25.00</u>
Vendor SORVIG OIL INC Total:		25.00
		<u>11,148.13</u>
		<u>349.64</u>
Vendor SOUTHERN GLAZERS OF MN Total:		11,497.77
		<u>893.91</u>
		<u>116.95</u>
Vendor STREICHERS Total:		1,010.86
		<u>153.58</u>
Vendor STUART C IRBY CO Total:		153.58
		<u>5.59</u>
		<u>374.80</u>
		<u>42.98</u>
		<u>50.14</u>
		<u>28.99</u>

Council Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number
T R F HARDWARE	34061444	08/21/2026	CO2 TANK REPAIR	620-4840-62990
T R F HARDWARE	34061768	08/24/2026	BULBS EXTRA	690-4840-62990
T R F HARDWARE	34059643	08/04/2026	PAINT SHELTERS	100-4510-62230
T R F HARDWARE	34059703	08/05/2026	6" PUMP	680-4850-62210
Vendor: T R F RADIO				
T R F RADIO	41547-7	07/31/2026	TRF RADIO	610-4880-63490
Vendor: THYGESON CONSTRUCTION				
THYGESON CONSTRUCTION	8-3-26	08/03/2026	TOPSOIL-GREENWOOD CE...	820-4890-63030
Vendor: TIMOTHY JOHNSON				
TIMOTHY JOHNSON	8-25-26-GAZEBO	08/25/2026	GAZEBO ENTERTAINMENT 8...	100-4510-63033
Vendor: TRAVIS GIFFEN				
TRAVIS GIFFEN	8-21-26-POV MILEAGE	08/21/2026	HONKER FLATS-MILEAGE RE...	100-4510-62240
Vendor: U S POSTMASTER				
U S POSTMASTER	SEPT 2026	08/25/2026	POSTAGE-SEPT 2026 UTILITY..	100-4315-62010
U S POSTMASTER	SEPT 2026	08/25/2026	POSTAGE-SEPT 2026 UTILITY..	620-4840-62010
U S POSTMASTER	SEPT 2026	08/25/2026	POSTAGE-SEPT 2026 UTILITY..	680-4840-62010
U S POSTMASTER	SEPT 2026	08/25/2026	POSTAGE-SEPT 2026 UTILITY..	690-4840-62010
Vendor: WADE ALLEN COTA				
WADE ALLEN COTA	803635	08/14/2026	WEED/GRASS MOWING 8/1...	100-4240-63030

Packet: APPKT01909 - 8/26/26-(1896)REGULAR PAYABLES

Project Account Key	Post Date	Amount
	08/21/2026	16.18
	08/24/2026	6.99
	08/04/2026	56.75
	08/05/2026	4.78
Vendor T R F HARDWARE Total:		587.20
	07/31/2026	550.00
Vendor T R F RADIO Total:		550.00
	08/03/2026	350.00
Vendor THYGESON CONSTRUCTION Total:		350.00
	08/25/2026	1,000.00
Vendor TIMOTHY JOHNSON Total:		1,000.00
	08/21/2026	60.80
Vendor TRAVIS GIFFEN Total:		60.80
	08/25/2026	202.81
	08/25/2026	473.21
	08/25/2026	135.20
	08/25/2026	540.82
Vendor U S POSTMASTER Total:		1,352.04
	08/14/2026	264.00
Vendor WADE ALLEN COTA Total:		264.00
Grand Total:		144,124.71

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	21,235.71
510 - 2026 PAC & RW PROJECT	42,100.00
515 - CHIEFS COULEE	2,425.00
565 - LEAD & GALVANIZED SERVICE LINE PROJECT	18,412.18
610 - LIQUOR DISPENSARY	25,985.76
620 - WATER UTILITY FUND	24,228.46
670 - STORM WATER UTILITY FUND	3,604.90
680 - WASTEWATER UTILITY FUND	4,015.16
690 - ELECTRIC UTILITY FUND	1,708.05
820 - GREENWOOD CEMETERY FUND	409.49
Grand Total:	144,124.71

Account Summary

Account Number	Account Name	Expense Amount
100-4140-62010	Office Supplies	374.80
100-4140-65400	Machinery & Equipment	16,682.00
100-4194-62210	Equipment Maint & Repa..	28.92
100-4194-62400	Small Tools and Minor E...	49.99
100-4194-62990	Misc. Operating Expense	32.47
100-4194-63030	Contracts Expense	43.50
100-4210-62010	Office Supplies	16.95
100-4210-62210	Equipment Maint & Repa..	89.09
100-4210-62880	Personal Protective Equi...	893.91
100-4210-62890	Uniforms/ID Clothing	116.95
100-4210-62990	Misc. Operating Expense	475.00
100-4210-63100	Animal Control	120.00
100-4220-62210	Equipment Maint & Repa..	28.99
100-4220-62990	Misc. Operating Expense	19.23
100-4240-63030	Contracts Expense	264.00
100-4312-62210	Equipment Maint & Repa..	58.52
100-4312-62240	Department Maint & Re...	31.64
100-4312-62400	Small Tools and Minor E...	0.00
100-4312-63890	Utilities Expense	48.24
100-4315-62010	Office Supplies	202.81
100-4315-62210	Equipment Maint & Repa..	25.98
100-4315-63890	Utilities Expense	33.31
100-4510-62210	Equipment Maint & Repa..	259.88
100-4510-62230	Building Maint & Repair	113.72
100-4510-62240	Department Maint & Re...	184.56
100-4510-62990	Misc. Operating Expense	5.59
100-4510-63033	Music in the Park	1,000.00
100-4510-63890	Utilities Expense	35.66

Account Summary

Account Number	Account Name	Expense Amount
510-4680-65920	Work in Process - Eng/Ar...	42,100.00
515-4680-65920	Work in Process - Eng/Ar...	2,425.00
565-4680-65920	Work in Process - Eng/Ar...	18,412.18
610-4810-62510	Liquor for Resale	22,739.84
610-4810-62520	Beer for Resale	395.25
610-4810-62530	Wine for Resale	944.64
610-4810-62540	Soft Drinks/Mix for Resa...	561.25
610-4810-62590	Misc. Mdse for Resale	6.00
610-4840-62140	Off Sale Supplies	425.22
610-4840-62990	Misc. Operating Expense	197.22
610-4850-62230	Building Maint & Repair	166.34
610-4880-63490	Advertising	550.00
620-4840-62010	Office Supplies	473.21
620-4840-62160	Chemicals	10,091.30
620-4840-62170	Field Supplies	310.79
620-4840-62990	Misc. Operating Expense	484.54
620-4890-63110	Consulting Fees	11,518.62
620-4890-64190	Rentals/Leases	1,350.00
670-4890-63030	Contracts Expense	3,604.90
680-4840-62010	Office Supplies	135.20
680-4840-62990	Misc. Operating Expense	270.28
680-4850-62210	Equipment Maint & Repa..	4.78
680-4890-63030	Contracts Expense	3,604.90
690-14100	Inventory - Materials	153.58
690-4840-62010	Office Supplies	540.82
690-4840-62880	Personal Protective Equi...	30.92
690-4840-62990	Misc. Operating Expense	39.38
690-4850-62210	Equipment Maint & Repa..	196.19
690-4890-64400	Travel, Conference, Sch...	747.16
820-4850-62240	Department Maint & Re...	59.49
820-4890-63030	Contracts Expense	350.00
Grand Total:		144,124.71

Project Account Summary

Project Account Key	Expense Amount
None	144,124.71
Grand Total:	144,124.71



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT01899 - 9/2/26-COUNCIL MEETING (9/1/26)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ..	1131-N7GG-HDNX	08/10/2026	MISC. SUPPLY	100-4312-62990		08/10/2026	14.99
AMAZON CAPITAL SERVICES ..	1WJK-YPHJ-9LLQ	08/10/2026	WATER FILTER	100-4510-62990		08/10/2026	35.99
AMAZON CAPITAL SERVICES ..	13GL-4CFF-GC1C	08/17/2026	PEPPERMINT OIL FOR FLOW...	100-4510-62240		08/17/2026	28.38
AMAZON CAPITAL SERVICES ..	1WJT-NKMP-GTHG	08/17/2026	PEPPERMING OIL FOR FLO...	100-4510-62240		08/17/2026	28.38
AMAZON CAPITAL SERVICES ..	1J99-PXFX-3HWR	08/06/2026	FLASHDRIVES	100-4210-62010		08/06/2026	73.48
AMAZON CAPITAL SERVICES ..	1J99-PXFX-3HWR	08/06/2026	PACKING TAPE & HAND SAN...	100-4210-62990		08/06/2026	44.57
AMAZON CAPITAL SERVICES ..	1JLT-RRK9-Y9LT	08/07/2026	BUSINESS CARD STOCK	100-4210-62010		08/07/2026	45.98
AMAZON CAPITAL SERVICES ..	1JLT-RRK9-Y9LT	08/07/2026	PLASTIC CASE & MOUNT PL...	100-4210-62990		08/07/2026	65.98
Vendor AMAZON CAPITAL SERVICES INC Total:							337.75
Vendor: CITY OF T R F - COMM SRVCS DPT							
CITY OF T R F - COMM SRVC...	THC2026	08/27/2026	THC CITY REGISTRATION-LP...	610-4890-64370		08/27/2026	125.00
Vendor CITY OF T R F - COMM SRVCS DPT Total:							125.00
Vendor: ELECTRIC PUMP INC (MN)							
ELECTRIC PUMP INC (MN)	040618	08/18/2026	LIFT 12 PUMP REPLACEMENT	680-4850-62220		08/18/2026	11,970.59
Vendor ELECTRIC PUMP INC (MN) Total:							11,970.59
Vendor: FASTENAL COMPANY							
FASTENAL COMPANY	MNROS142133	08/17/2026	LATEX GLOVES FOR CLEANI...	100-4194-62990		08/17/2026	27.80
Vendor FASTENAL COMPANY Total:							27.80
Vendor: FLEET SUPPLY							
FLEET SUPPLY	46208	08/25/2026	1 TON STRAP REPLACEMEN...	680-4840-62990		08/25/2026	59.98
Vendor FLEET SUPPLY Total:							59.98
Vendor: iHeartMedia							
iHeartMedia	8824213871	07/31/2026	iHEART MEDIA	610-4880-63490		07/31/2026	1,200.00
Vendor iHeartMedia Total:							1,200.00
Vendor: JOHNSON BROTHERS LIQUOR							
JOHNSON BROTHERS LIQU...	1116021	08/10/2026	LIQUOR	610-4810-62510		08/10/2026	6,357.75
JOHNSON BROTHERS LIQU...	1116022	08/10/2026	WINE	610-4810-62530		08/10/2026	5,507.70
JOHNSON BROTHERS LIQU...	1114782	08/06/2026	LIQUOR	610-4810-62510		08/06/2026	648.00
Vendor JOHNSON BROTHERS LIQUOR Total:							12,513.45
Vendor: MC KINNON COMPANY INC							
MC KINNON COMPANY INC	1150000238	08/11/2026	BEER	610-4810-62520		08/11/2026	140.00
MC KINNON COMPANY INC	934412	08/11/2026	BEER CREDIT	610-4810-62520		08/11/2026	-78.58
MC KINNON COMPANY INC	934416	08/11/2026	LIQUOR	610-4810-62510		08/11/2026	380.00
MC KINNON COMPANY INC	934416	08/11/2026	BEER	610-4810-62520		08/11/2026	11,321.40

Council Approval Register

Packet: APPKT01899 - 9/2/26-COUNCIL MEETING (9/1/26)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MC KINNON COMPANY INC	935568	08/13/2026	BEER CREDIT	610-4810-62520		08/13/2026	-106.25
MC KINNON COMPANY INC	935526	08/14/2026	BEER	610-4810-62520		08/14/2026	9,709.20
MC KINNON COMPANY INC	935526	08/14/2026	WINE	610-4810-62530		08/14/2026	353.10
MC KINNON COMPANY INC	935678	08/14/2026	BEER CREDIT	610-4810-62520		08/14/2026	-15.90
MC KINNON COMPANY INC	932928	08/04/2026	BEER	610-4810-62520		08/04/2026	7,994.60
MC KINNON COMPANY INC	932933	08/04/2026	BEER CREDIT	610-4810-62520		08/04/2026	-35.20
MC KINNON COMPANY INC	933194	08/04/2026	BEER	610-4810-62520		08/04/2026	495.00
MC KINNON COMPANY INC	933876	08/06/2026	BEER	610-4810-62520		08/06/2026	132.00
MC KINNON COMPANY INC	934143	08/07/2026	BEER	610-4810-62520		08/07/2026	6,881.90
Vendor MC KINNON COMPANY INC Total:							37,171.27
Vendor: MN DPT OF HEALTH							
MN DPT OF HEALTH	3RD QTR-2026	08/18/2026	3RD QTR WATER TEST FEES ...	620-4890-64370		08/18/2026	13,328.00
Vendor MN DPT OF HEALTH Total:							13,328.00
Vendor: NEIGHBORS FORD							
NEIGHBORS FORD	TR124322	08/17/2026	OIL CHANGE-25-010 2025 F...	100-4210-62120		08/17/2026	83.72
NEIGHBORS FORD	TR124420	08/21/2026	OIL CHANGE-23-01 2023 FI...	100-4210-62120		08/21/2026	83.72
Vendor NEIGHBORS FORD Total:							167.44
Vendor: NORTHWEST BEVERAGE INC							
NORTHWEST BEVERAGE INC	163874	08/10/2026	LIQUOR	610-4810-62510		08/10/2026	2,415.00
NORTHWEST BEVERAGE INC	163874	08/10/2026	BEER	610-4810-62520		08/10/2026	4,259.10
NORTHWEST BEVERAGE INC	163874	08/10/2026	MIX CREDIT	610-4810-62540		08/10/2026	-30.00
NORTHWEST BEVERAGE INC	163983	08/14/2026	BEER	610-4810-62520		08/14/2026	12,470.15
NORTHWEST BEVERAGE INC	163998	08/17/2026	BEER	610-4810-62520		08/17/2026	4,554.50
NORTHWEST BEVERAGE INC	163998	08/17/2026	MIX	610-4810-62540		08/17/2026	85.00
NORTHWEST BEVERAGE INC	163753	08/03/2026	LIQUOR	610-4810-62510		08/03/2026	3,808.90
NORTHWEST BEVERAGE INC	163753	08/03/2026	BEER	610-4810-62520		08/03/2026	3,165.75
NORTHWEST BEVERAGE INC	163867	08/07/2026	LIQUOR	610-4810-62510		08/07/2026	649.35
NORTHWEST BEVERAGE INC	163867	08/07/2026	BEER	610-4810-62520		08/07/2026	14,919.90
NORTHWEST BEVERAGE INC	163867	08/07/2026	NIGHT TO UNITE DONATION	610-4890-64900		08/07/2026	90.00
Vendor NORTHWEST BEVERAGE INC Total:							46,387.65
Vendor: PHILLIPS WINE & SPIRITS							
PHILLIPS WINE & SPIRITS	5218875	08/10/2026	LIQUOR	610-4810-62510		08/10/2026	3,979.95
PHILLIPS WINE & SPIRITS	5218876	08/10/2026	LIQUOR	610-4810-62510		08/10/2026	223.75
PHILLIPS WINE & SPIRITS	5218876	08/10/2026	WINE	610-4810-62530		08/10/2026	853.90
PHILLIPS WINE & SPIRITS	5218877	08/10/2026	MIX	610-4810-62540		08/10/2026	46.20
Vendor PHILLIPS WINE & SPIRITS Total:							5,103.80
Vendor: QUALITY SPRAY FOAM LLC							
QUALITY SPRAY FOAM LLC	2102	07/06/2026	CULVERT REPLACEMENT BY ...	670-4890-63030		07/06/2026	2,485.00
Vendor QUALITY SPRAY FOAM LLC Total:							2,485.00

Council Approval Register

Packet: APPKT01899 - 9/2/26-COUNCIL MEETING (9/1/26)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Vendor: RALPH ENGELSTAD ARENA							
RALPH ENGELSTAD ARENA	INV-THIEF-00266	08/14/2026	MEALS EXP FOR PRIMARY E...	100-4140-62010		08/14/2026	905.00
Vendor RALPH ENGELSTAD ARENA Total:							905.00
Vendor: SHPIGLER CONSULTING INC							
SHPIGLER CONSULTING INC	8-21-26	08/21/2026	HARRIS CONVERSION-CON...	620-4890-63110		08/21/2026	5,000.00
Vendor SHPIGLER CONSULTING INC Total:							5,000.00
Vendor: SOK ENTERPRISES-STEVEN O KVASAGER							
SOK ENTERPRISES-STEVEN O..	002763	08/24/2026	ALARM MONITORING-POW...	690-4850-62350		08/24/2026	21.75
SOK ENTERPRISES-STEVEN O..	002764	08/24/2026	ALARM MONITORING-ELECT..	690-4890-63030		08/24/2026	21.75
Vendor SOK ENTERPRISES-STEVEN O KVASAGER Total:							43.50
Vendor: STAPLES BUSINESS							
STAPLES BUSINESS	6071591252	08/15/2026	GENERAL SUPPLIES	100-4670-62010		08/15/2026	132.60
STAPLES BUSINESS	6071591253	08/15/2026	GENERAL SUPPLIES	100-4670-62010		08/15/2026	103.40
STAPLES BUSINESS	6071591254	08/15/2026	GENERAL SUPPLIES	100-4670-62010		08/15/2026	127.85
STAPLES BUSINESS	6071591255	08/15/2026	GENERAL SUPPLIES	100-4670-62010		08/15/2026	127.85
Vendor STAPLES BUSINESS Total:							491.70
Vendor: TEAM LABORATORY CHEMICAL LLC							
TEAM LABORATORY CHEMI...	INV0053348	08/21/2026	PRE TREATMENT-PRYME Z...	680-4840-62170		08/21/2026	2,880.00
Vendor TEAM LABORATORY CHEMICAL LLC Total:							2,880.00
Vendor: THIEF RIVER FALLS TIMES and NORTHERN WATCH							
THIEF RIVER FALLS TIMES a...	362644	07/31/2026	137-TIMES PAPERS-FALLS L...	610-4810-62590		07/31/2026	55.20
Vendor THIEF RIVER FALLS TIMES and NORTHERN WATCH Total:							55.20
Vendor: VERIZON WIRELESS #786782900							
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4110-63210		08/21/2026	336.44
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4150-63210		08/21/2026	194.29
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4194-63210		08/21/2026	41.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4210-63210		08/21/2026	735.46
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4510-63210		08/21/2026	82.86
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4650-63210		08/21/2026	51.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	100-4660-63210		08/21/2026	41.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	610-4830-63210		08/21/2026	41.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	620-4830-63210		08/21/2026	122.87
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	650-4830-63210		08/21/2026	41.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	680-4830-63210		08/21/2026	41.43
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	690-4830-63210		08/21/2026	165.72
VERIZON WIRELESS #78678...	6151647907	08/21/2026	786782900-JULY/AUG 2026...	820-4830-63210		08/21/2026	41.43
Vendor VERIZON WIRELESS #786782900 Total:							1,937.65
Vendor: WEX BANK - CIRCLE K FLEET							
WEX BANK - CIRCLE K FLEET	114457879	08/07/2026	FUEL CHARGES-CIRCLE K CA...	100-4210-63320		08/07/2026	114.90
Vendor WEX BANK - CIRCLE K FLEET Total:							114.90
Grand Total:							142,305.68

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	3,527.93
610 - LIQUOR DISPENSARY	102,597.80
620 - WATER UTILITY FUND	18,450.87
650 - TOURIST PARK - OAK VIEW GROUP	41.43
670 - STORM WATER UTILITY FUND	2,485.00
680 - WASTEWATER UTILITY FUND	14,952.00
690 - ELECTRIC UTILITY FUND	209.22
820 - GREENWOOD CEMETERY FUND	41.43
Grand Total:	142,305.68

Account Summary

Account Number	Account Name	Expense Amount
100-4110-63210	Communication Expense	336.44
100-4140-62010	Office Supplies	905.00
100-4150-63210	Communication Expense	194.29
100-4194-62990	Misc. Operating Expense	27.80
100-4194-63210	Communication Expense	41.43
100-4210-62010	Office Supplies	119.46
100-4210-62120	Gas-Oil-Lube	167.44
100-4210-62990	Misc. Operating Expense	110.55
100-4210-63210	Communication Expense	735.46
100-4210-63320	Training Expense	114.90
100-4312-62990	Misc. Operating Expense	14.99
100-4510-62240	Department Maint & Re...	56.76
100-4510-62990	Misc. Operating Expense	35.99
100-4510-63210	Communication Expense	82.86
100-4650-63210	Communication Expense	51.43
100-4660-63210	Communication Expense	41.43
100-4670-62010	Office Supplies	491.70
610-4810-62510	Liquor for Resale	18,462.70
610-4810-62520	Beer for Resale	75,807.57
610-4810-62530	Wine for Resale	6,714.70
610-4810-62540	Soft Drinks/Mix for Resa...	101.20
610-4810-62590	Misc. Mdse for Resale	55.20
610-4830-63210	Communication Expense	41.43
610-4880-63490	Advertising	1,200.00
610-4890-64370	Taxes and Licenses	125.00
610-4890-64900	Civic Events	90.00
620-4830-63210	Communication Expense	122.87
620-4890-63110	Consulting Fees	5,000.00
620-4890-64370	Taxes and Licenses	13,328.00
650-4830-63210	Communication Expense	41.43

Account Summary

Account Number	Account Name	Expense Amount
670-4890-63030	Contracts Expense	2,485.00
680-4830-63210	Communication Expense	41.43
680-4840-62170	Field Supplies	2,880.00
680-4840-62990	Misc. Operating Expense	59.98
680-4850-62220	Lift Station and Pond Ma...	11,970.59
690-4830-63210	Communication Expense	165.72
690-4850-62350	Power Plant/Dam Maint	21.75
690-4890-63030	Contracts Expense	21.75
820-4830-63210	Communication Expense	41.43
Grand Total:		142,305.68

Project Account Summary

Project Account Key	Expense Amount
None	142,305.68
Grand Total:	142,305.68

COUNCIL PER DIEM TO BE PAID ON 09/17/2026 PAYROLL
Presented 09/01/2026 Council Meeting

Kelly Langness - August 2026

8/3/2026	Admin	Rm 101	\$32.50
8/4/2026	Night to Unite	Huck Olson	\$32.50
8/5/2026	P&Z	City Hall	\$32.50
8/10/2026	Utilities	Rm 101	\$32.50
8/11/2026	Admin	Rm 101	\$32.50
8/19/2026	Airport	Airport	\$32.50
8/19/2026	Flaherty-Hood Call	Angie's Office	\$32.50
8/26/2026	Admin	Rm 101	\$32.50

\$260.00

Jon Scott Pream - July/August 2026

7/13/2026	Utilities	City Hall	\$32.50
7/13/2026	PCHS	PCHS	\$32.50
7/14/2026	Walk/Bike TRF	City Hall	\$32.50
7/14/2026	CVB	Carnegie	\$32.50
7/15/2026	Public Works	City Hall	\$32.50
7/16/2026	COC	Carnegie	\$32.50
8/4/2026	Night to Unite	Huck	\$32.50
8/10/2026	Utilities	City Hall	\$32.50
8/11/2026	CVB	Carnegie	\$32.50
8/12/2026	Emergency Council	City Hall	\$32.50
8/12/2026	Public Works	City Hall	\$32.50
8/13/2026	NWRL	HQ	\$32.50
8/17/2026	PCHS	Carnegie	\$32.50
8/18/2026	Walk/Bike TRF	City Hall	\$32.50
8/19/2026	MEC	DSC	\$32.50
8/20/2026	COC	Carnegie	\$32.50

\$520.00

Steve Narverud - August 2026

8/4/2026	Night to Unite	Huck	\$32.50
8/6/2026	Budget	City Hall	\$32.50
8/5/2026	Planning and Zoning	City Hall	\$32.50
8/10/2026	Labor	City Hall	\$32.50
8/10/2026	Public Safety	Rm 101	\$32.50
8/12/2026	Public Works	Rm 101	\$32.50
8/13/2026	Budget	Rm 101	\$32.50
8/19/2026	Advance TRF	School Board Rm	\$32.50
8/27/2026	Labor	City Hall	\$32.50

\$292.50



City of Thief River Falls

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

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

Request for Council Action

DATE: 9/1/2026

SUBJECT: Approve Liquor License Application for Turf LLC

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

MOTION TO: to approve the liquor license for Turf LLC (John Carlson).

BACKGROUND: John Carlson has submitted an On-sale Intoxicating Liquor License Application for Turf, LLC located at 1102 N Main, Thief River Falls, MN. Turf Multi-Sport is a sim lounge focused around golf simulators giving golfers the ability to play year-round. John Carlson also owns Station 59 in Thief River Falls. He plans to open the Sim Lounge October 1, 2026.

KEY ISSUES:

- The building is zoned C2 - General Business District (see insert)
- Neighbors have approved use of their lots for parking. Budget Electronics approved use of their front lot after 5 pm. Neighbor to the north approved use of front/back/side parking in exchange for snow removal. Street parking is allowed and will follow calendar parking. (see insert)
- Each bay (2) has a max of 6 people. Max capacity is 25.
- Winter hours of operation 8am-midnight. Summer hours will be shortened and determined once open.
- No alcohol or retail items will be sold on the sim floor and will be locked up in a different room/served out of a different room.
- Minors will not be allowed there after legal hours of a bar/restaurant to abide by state laws.

FINANCIAL CONSIDERATIONS: The license fee has been paid at a prorated amount of \$500 for October 1 - December 31, 2026. A new license will be submitted for 2027 with a fee of \$3000.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Jennifer Myers, Deputy City Clerk

ATTACHMENTS:

1.	TURF City On Sale Liquor License Application
2.	TURF business description
3.	Turf Building Zone Map001
4.	Turf Parking Map001



CITY OF THIEF RIVER FALLS

On-Sale Intoxicating Liquor License Application

City Code Section 111.001 – 111.086

Date of Application: 7-27-26

Licensing Period: 10/1/26-12/31/26

Thief River Turf LLC

LICENSEE NAME (Corp, Partnership, Individual)

7-27-26

DATE OF APPLICATION

1102 N Main, Thief River Falls, MN 56701

LICENSEE ADDRESS (Street, City, State, Zip)

LENGTH OF TIME AT THIS ADDRESS

Turf Multi-Sport Sim Lounge 218-304-2634

BUSINESS NAME/TRADE NAME

BUSINESS PHONE

HOME PHONE

1102 N Main, Thief River Falls, MN 56701

BUSINESS ADDRESS

PARCEL # OF BUSINESS PROPERTY

Commercial

BUSINESS PROPERTY LEGAL DESCRIPTION

42-1886795

FEDERAL ID#

Will be provided

STATE ID #

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

IF BUSINESS IS A RESTAURANT, state the restaurant seating capacity _____

IF BUSINESS IS A CLUB: state number of members _____

years at business location _____

IF BUSINESS IS A HOTEL: state number of rooms _____

restaurant seating capacity _____

X Other: Event Center

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

John James Carlson	Owner	[REDACTED]	12-27-1988	16096 120 th Ave NW, Thief River Falls, MN 56701
Full Name (First Middle Last)	Title	Social Security #	Date of Birth	Address – Street/City/State/Zip
_____	_____	_____	_____	_____
Full Name (First Middle Last)	Title	Social Security #	Date of Birth	Address – Street/City/State/Zip
_____	_____	_____	_____	_____
Full Name (First Middle Last)	Title	Social Security #	Date of Birth	Address – Street/City/State/Zip
_____	_____	_____	_____	_____

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

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

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

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

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

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

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

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

Effective date 10/01/2026

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

Station 59	Owner	1580 US-59 S, TRF MN 56701	218-683-5142
Employer	Occupation	Address	Phone
Employer	Occupation	Address	Phone
Employer	Occupation	Address	Phone

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

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

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

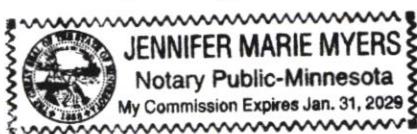
☒ Please check this box if you are also applying for the Sunday Liquor License. An additional fee of \$200 for an annual Sunday Liquor License will be due.

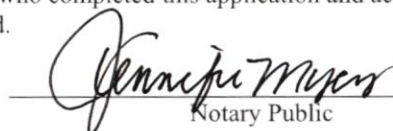
I, hereby, under oath, state that the information contained in this application is true and correct to the best of my knowledge; that I have received a copy of the City of Thief River Falls City Code as it relates to intoxicating liquor; and that I will notify the City of Thief River Falls within 30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

 Owner 7-27-26
SIGNATURE OF APPLICANT TITLE DATE

STATE OF MINNESOTA)
) SS
COUNTY OF PENNINGTON)

On this 27 day of July, 2026, before me, a Notary Public within aforesaid County, the applicant personally appeared before me and is known to be the person who completed this application and acknowledge that said application was signed of applicant's own free will and accord.




Notary Public

 Owner 7-27-26
SIGNATURE OF APPLICANT TITLE DATE

STATE OF MINNESOTA)
) SS
COUNTY OF PENNINGTON)

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

Notary Public

CITY OF THIEF RIVER FALLS

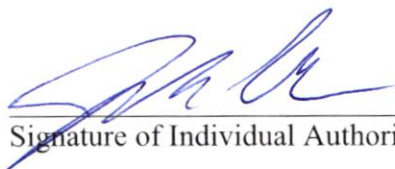
CONSENT FOR THE RELEASE OF INFORMATION

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

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

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

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


Signature of Individual Authorizing Release

7-27-26
Date

Please complete the following:

Full Name: John James Carlson
FIRST FULL MIDDLE NAME LAST

Date of Birth: 12-27-1988

Driver's License Number and State

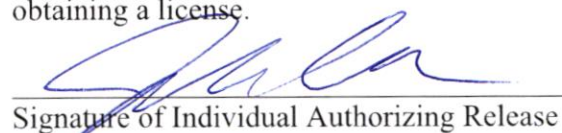
K021176087503

MN

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

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

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


Signature of Individual Authorizing Release

7-27-26
Date



Turf Multi-Sport sim lounge is a business focused around golf/multi-sport simulators. I am creating a golf like environment that will give golfers the ability to play even when the snow is flying. Adding the multisport gives the facility interest year round. Winter hours will be most days 8am-midnight. Summer hours will be very dialed back and determined once open. I plan on having no alcohol or any other retail items on the sim floor and will be locked up in a different room and served out of a different room. Also will be closing at midnight, as I want to emphasize that we are not a bar business, we are a golf sim with the amenities. All alcohol will be under lock and key in a different room than the Sims are in, to allow minors to be in there. Also will still abide by the state laws of minors not being in there after legal hours of a bar/restaurant. I plan on being open Oct 1st, 2026 to the public.





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: 9/1/2026

SUBJECT: Amending our current WAPA contract

RECOMMENDATION: It is respectfully requested the Council consider approving the Utility Committee recommendation of amending our current contract with Western Area Power Administration (WAPA) to allow for the sale of Renewable Energy Credits (REC's).

MOTION TO: To authorize the City Administrator to sign the Firm Electric Service Contract No. 13-UGPR-1059 Amendment 1 between WAPA and Thief River Falls and Renewable Energy Certificates Contract No. 26-UGPR-35 between WAPA, Thief River Falls

BACKGROUND: See attached "Discussion" sheet.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Brian Jacobson, Electric Superintendent

ATTACHMENTS:

1.	REC's - Utility Committee Discussion
2.	City of Thief River Falls, MN CN 13-UGPR-1059 Amendment 1
3.	Thief River Falls-Minnkota REC DE CN 26-UGPR-35
4.	Thief River Falls 13-UGPR-1059 Exh. B Rev. 1
5.	Thief River Falls 13-UGPR-1059 Exh. C Rev. 1



City of Thief River Falls Electric Department

MUNICIPAL SERVICE CENTER

1711 1st Street West
Thief River Falls, MN 56701

Telephone (218) 681 – 5816

Fax : (218) 681 – 8225

Discussion -Modification of our Contract with WAPA to be able to sell the City of Thief River Falls Excess Renewable Energy Certificates (RECs) To Northern Municipal Power Agency.

Brief History Of WAPA:

On Dec. 21, 1977, high gas prices and an emphasis on conservation led Congress to create the Department of Energy, including Western Area Power Administration (WAPA), a new agency to sell and deliver hydropower across 15 central and western states. Thief River Falls is on the east edge of the WAPA service territory and was given WAPA allocations. The number of allocations TRF received was based on the load TRF had at that time. Around 2005, RECs were formed as tradable, market-based instruments representing 1 MWh of renewable energy, designed to track green power and provide financial value to developers. The current contract we have with WAPA does not allow the City of TRF to charge for their RECs, but they were available to a customer if they wanted to be “Green”. A contract was signed with WAPA allowing us to let Minnkota Power Cooperative to handle our RECs which they would be able to use for “Rate Making”.

State of Minnesota Carbon-Free, Green Energy Requirements:

In 2007, Minnesota passed the [Next Generation Energy Act](#), which mandated that 25% of power supplied to state of MN must be from renewable resources by 2025, the 2022 [Climate Action Framework](#) says that 60% of the power supplied to the State of MN must be from renewable resources by 2030, and the Minnesota’s Clean Electricity Standard which became law in 2023 mandating all Electric Utilities to supply 100% carbon-free, clean energy by 2040.

Because of the RECs we receive from WAPA, the City of TRF currently has approximately 47% of its energy supplied by renewable resources. The requirement is 25%. This means we have excess RECs that we can sell. WAPA has made some revisions to the General Power Contract and the City of TRF is now able to sell the excess RECs with a modification to the existing WAPA contract.

Northern Municipal Power Agency (NMPA), who the City of TRF receives its power from, currently must purchase RECs to meet the State on MN Renewable/ Carbon Free requirements for its MN members. NMPA would like to Purchase the City of TRF’s “Excess” RECs at the current market price. To be able to do this, the city of TRF would have to modify the existing contract that we have with WAPA.

New RECs are created every year. 1 REC for every 1 MWh of renewable energy generated. A REC will typically expire 5 years from inception and go down in value every year after they are created. A 4-year-old REC is not worth as much as a 1-year-old REC. A 1 MWh REC is typically worth between \$1 and \$40 in MN.



City of Thief River Falls
Electric Department

MUNICIPAL SERVICE CENTER

1711 1st Street West
Thief River Falls, MN 56701

Telephone (218) 681 – 5816
Fax : (218) 681 – 8225

We would like to allow the City Administrator to sign the amended contract with WAPA to allow us to sell our excess RECs to Northern Municipal Power Agency.

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF THIEF RIVER FALLS, MINNESOTA

(General Power Contract Provisions)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF THIEF RIVER FALLS, MINNESOTA

(General Power Contract Provisions)

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	1
3.	Agreement.....	2
4.	Term of Amendment	2
5.	Modification of the General Power Contract Provisions Section of the Original Contract	2
6.	Original Contract to Remain in Full Force and Effect	2
7.	Use of Digital Signatures.....	3
8.	Execution in Counterparts.....	3
	Signatures	4

General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF THIEF RIVER FALLS, MINNESOTA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____,
between the UNITED STATES OF AMERICA, acting through the Western Area Power
Administration, hereinafter called Western, and the CITY OF THIEF RIVER FALLS,
MINNESOTA, a municipal corporation duly organized under and by virtue of the laws of
the State of Minnesota, hereinafter called Thief River Falls or Contractor; their
successors and assigns, each sometimes hereinafter called the Party or all sometimes
hereinafter collectively called the Parties, as part of Contract No. 13-UGPR-1059, dated
March 6, 2012 (Original Contract), as amended, pursuant to the same authorities as the
Original Contract, and subject to all the provisions as the Original Contract except as
herein amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among
other things, the sale of firm electric power and energy to Thief River Falls through
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "GENERAL POWER CONTRACT PROVISIONS," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in

full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy.

A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be
executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____ Vice President of Power Marketing
_____ for Upper Great Plains Region

Address _____ P.O. Box 35800
_____ Billings, MT 59107-5800

(SEAL)

CITY OF THIEF RIVER FALLS, MINNESOTA

By _____

Attest:

Title _____

By _____

Address _____ P.O. Box 528

Title _____

Thief River Falls, MN 56701-0528

**WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS**

Page

I. APPLICABILITY.

1. Applicability	2
------------------------	---

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service	2
3. Use of Capacity or Energy in Excess of Contract Obligation	2
4. Continuity of Service	2
5. Multiple Points of Delivery	2-3
6. Metering	3
7. Existence of Transmission Service Contract	3
8. Conditions of Transmission Service	4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries	4
10. Construction, Operation, and Maintenance of Contractor's Power System	4

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates	5
12. Minimum Seasonal or Annual Capacity Charge	5
13. Billing and Payment	5
14. Nonpayment of Bills in Full When Due	5-6
15. Adjustments for Fractional Billing Period	6
16. Adjustments for Curtailments to Firm Service	6

IV. POWER SALES PROVISIONS.

* 17. Resale of Firm Electric Service (Wholesale Sales for Resale)	7
18. Distribution Principles	7
19. Contract Subject to Colorado River Compact	7

V. FACILITIES PROVISIONS.

20. Design Approval	7
21. Inspection and Acceptance	8
22. As-Built Drawings	8
23. Equipment Ownership Markers	8
24. Third-Party Use of Facilities	8
25. Changes to Western Control Facilities	8
26. Modification of Western Facilities	9
27. Transmission Rights	9
28. Construction and Safety Procedures	9-10
29. Environmental Compliance	10
30. Responsibility for Regulated Materials	10

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties	10
32. Effect of Section Headings	10
33. Operating Guidelines and Procedures	10
34. Uncontrollable Forces	11
35. Liability	11
36. Cooperation of Contracting Parties	11
37. Transfer of Interest in the Contract or Change in Preference Status	11-12
38. Choice of Law and Forum	12
39. Waivers	12
40. Notices	12
41. Contingent Upon Appropriations and Authorization	13
42. Covenant Against Contingent Fees	13
43. Contract Work Hours and Safety Standards	13
* 44. Compliance with Federal Anti-Discrimination Laws	13
45. Use of Convict Labor	13

* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MINNKOTA POWER COOPERATIVE, INC
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF THIEF RIVER FALLS, MINNESOTA
(Designated Entity)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MINNKOTA POWER COOPERATIVE, INC
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF THIEF RIVER FALLS, MINNESOTA
(Designated Entity)

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	2
3.	Definitions	3
4.	Agreement.....	3
5.	Term.....	4
6.	Existing Firm Electric Service Contract	5
7.	Designated Entity Arrangements.....	5
8.	Billing and Payment Provisions	7
9.	General Power Contract Provisions	7
10.	No Third-Party Beneficiaries.....	7
11.	Use of Digital Signatures	8
12.	Execution in Counterparts	8
	Signatures	9

Certificate(s)
General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MINNKOTA POWER COOPERATIVE, INC
TO ADMINISTER RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF THIEF RIVER FALLS, MINNESOTA

(Designated Entity)

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western or WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF THIEF RIVER FALLS, MINNESOTA, a municipal corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called Thief River Falls or Contractor, and MINNKOTA POWER COOPERATIVE, INC., a corporation duly organized under and by virtue of the laws of the State of Minnesota, hereinafter called Minnkota or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Thief River Falls entered into Firm Electric Service Contract No. 13-UGPR-1059 (FES Contract), dated March 6, 2014, as amended, with WAPA for the sale of firm electric power and energy to Thief River Falls.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Thief River Falls is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 Thief River Falls selected Minnkota to be Thief River Falls's Designated Entity and provide REC Management Services to Thief River Falls.

2.6 The Parties want to terminate REC Designated Entity Contract No. 23-UGPR-22 and enter into this Contract that allows for resale of RECs.

2.7 This Contract provides the terms and conditions Minnkota shall follow in providing REC Management Services to Thief River Falls, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

3. DEFINITIONS:

3.1 Designated Entity: The entity designated by Thief River Falls to provide REC Management Services to Thief River Falls.

3.2 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 REC Management Services: Minnkota's acceptance of the transfer or export of RECs on behalf of Thief River Falls from WAPA and the management (e.g., retiring, transferring, exporting, or resale) of such RECs on behalf of Thief River Falls.

3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Any Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Parties. Following a material breach of this Contract by Minnkota and/or Thief River Falls, any Party shall have the right to terminate this Contract, in addition to all other rights and remedies under law for damages, before the annual transfer and/or export of RECs. Such termination shall be effective immediately upon receipt of written notification to the other Parties.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to Thief River Falls and Minnkota. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Thief River Falls and Minnkota must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 23-UGPR-22, dated April 13, 2023, between the Parties is hereby terminated as of the effective date of this Contract No. 26-UGPR-35.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Thief River Falls entered into the FES Contract which provides for firm electric service to Thief River Falls through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Thief River Falls are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Thief River Falls' FES Contract, as amended.

7. DESIGNATED ENTITY ARRANGEMENTS: In accordance with the WAPA-UGPR REC Program:

7.1 Thief River Falls selected Minnkota to be their Designated Entity, and Minnkota agrees to manage Thief River Falls' RECs on Thief River Falls's behalf.

7.2 WAPA uses M-RETS to track the RECs initially designated for Thief River Falls.

7.3 WAPA shall transfer and/or export Thief River Falls' RECs to Minnkota from M-RETS on an annual basis for Minnkota to manage the RECs on Thief River Falls' behalf. WAPA shall transfer to Minnkota's M-RETS account unless Minnkota notifies WAPA of a change in Minnkota's tracking system account before February 1 of each year.

7.4 Minnkota shall provide REC Management Services to Thief River Falls.

7.5 All transfer, export, retirement, M-RETS, and/or other tracking system account fees are the sole responsibility of Minnkota and/or Thief River Falls. Thief River Falls and/or Minnkota are responsible for paying applicable fees before receiving RECs from WAPA.

Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.6 Any WAPA administrative fees associated with the transfer and/or export of RECs are the responsibility of Thief River Falls.

7.7 WAPA will not sell or retire RECs on behalf of Thief River Falls or Minnkota.

7.8 Minnkota may charge a fee to recover the costs of REC Management Services provided, as agreed to by Thief River Falls and Minnkota.

7.9 Minnkota must receive electronic or written approval from Thief River Falls before transferring, exporting, or selling Thief River Falls's RECs to an entity not party to this Contract. Minnkota must provide WAPA proof of Thief River Falls's approval upon request.

7.10 WAPA is not liable for damages related to Minnkota's management of Thief River Falls's RECs. Minnkota and Thief River Falls shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.11 In no event shall a Party be liable to any other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.12 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.13 Thief River Falls and Minnkota are responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.14 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.15 Thief River Falls' and Minnkota's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the transfer and/or export of RECs, WAPA shall bill Thief River Falls, and Thief River Falls shall pay for any costs associated with the transfer and/or export of RECs.

8.2 WAPA will not transfer and/or export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Thief River Falls before charging an administrative fee associated with the transfer and/or export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____ Vice President of Power Marketing
_____ for Upper Great Plains Region

Address _____ P.O. Box 35800
_____ Billings, MT 59107-5800

(SEAL)

CITY OF THIEF RIVER FALLS, MINNESOTA

By _____

Attest:

Title _____

By _____ Address _____ P.O. Box 528

Title _____ Thief River Falls, MN 56701-0528

(SEAL)

MINNKOTA POWER COOPERATIVE, INC.

By _____

Attest:

Title _____

By _____ Address _____ 5301 32nd Avenue South

Title _____ Grand Forks, ND 58201-3312

CERTIFICATE

I, _____, certify that I am the _____
of Minnkota Power Cooperative, Inc., the corporation named as Contractor or Minnkota
herein; that _____, who signed the above Contract on
behalf of Minnkota, was then its _____; that such Contract
was duly signed for and on behalf of Minnkota by authority of its governing body and is
within the scope of its governmental powers.

Signature

(SEAL)

**WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS**

Page

I. APPLICABILITY.

1. Applicability	2
------------------------	---

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service	2
3. Use of Capacity or Energy in Excess of Contract Obligation	2
4. Continuity of Service	2
5. Multiple Points of Delivery	2-3
6. Metering	3
7. Existence of Transmission Service Contract	3
8. Conditions of Transmission Service	4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries	4
10. Construction, Operation, and Maintenance of Contractor's Power System	4

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates	5
12. Minimum Seasonal or Annual Capacity Charge	5
13. Billing and Payment	5
14. Nonpayment of Bills in Full When Due	5-6
15. Adjustments for Fractional Billing Period	6
16. Adjustments for Curtailments to Firm Service	6

IV. POWER SALES PROVISIONS.

* 17. Resale of Firm Electric Service (Wholesale Sales for Resale)	7
18. Distribution Principles	7
19. Contract Subject to Colorado River Compact	7

V. FACILITIES PROVISIONS.

20. Design Approval	7
21. Inspection and Acceptance	8
22. As-Built Drawings	8
23. Equipment Ownership Markers	8
24. Third-Party Use of Facilities	8
25. Changes to Western Control Facilities	8
26. Modification of Western Facilities	9
27. Transmission Rights	9
28. Construction and Safety Procedures	9-10
29. Environmental Compliance	10
30. Responsibility for Regulated Materials	10

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties	10
32. Effect of Section Headings	10
33. Operating Guidelines and Procedures	10
34. Uncontrollable Forces	11
35. Liability	11
36. Cooperation of Contracting Parties	11
37. Transfer of Interest in the Contract or Change in Preference Status	11-12
38. Choice of Law and Forum	12
39. Waivers	12
40. Notices	12
41. Contingent Upon Appropriations and Authorization	13
42. Covenant Against Contingent Fees	13
43. Contract Work Hours and Safety Standards	13
* 44. Compliance with Federal Anti-Discrimination Laws	13
45. Use of Convict Labor	13

* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

EXHIBIT B
(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 13-UGPR-1059, dated March 6, 2014, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated March 6, 2014, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. THIEF RIVER FALLS' FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Thief River Falls' firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Thief River Falls is receiving firm electric service from Northern Municipal Power Agency.

2.1.3 Thief River Falls' own generation.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Thief River Falls are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: Thief River Falls shall keep such records as are necessary for the purposes of this Exhibit B and will furnish the Contracting Officer with such information or reports necessary for the determinations called for herein.

4. SYSTEM DEFINITIONS:

4.1 Historically, Thief River Falls' System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point(s) of Measurement (POM), as may be adjusted and defined in Exhibit C.

4.2 Historically, Thief River Falls' System Energy Requirements for any billing period were the total energy delivered during the billing period at the POM, which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Thief River Falls as shown below. The table was calculated based upon the May 1981 through April 1982 reference year chosen by Thief River Falls.

Summer Season	kW	MWh	Winter Season	kW	MWh
May	11,200	5,138	November	10,046	5,065
June	10,555	4,788	December	11,251	6,113
July	12,972	5,768	January	12,107	6,621
August	12,614	5,721	February <u>1/</u>	12,202	5,666
September	12,628	5,684	March	11,173	5,508
October	12,676	5,645	April	10,081	5,026

1/ Energy amount for leap year will be 5,868 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C using the ratio of the obligation of Western, as noted above, to the respective Thief River Falls' System Demand and System Energy Requirements for that same period as determined pursuant to Section 4 above.

5.3 This Subsection is intentionally left blank.

5.4 Thief River Falls shall be responsible to notify Western in the event that Thief River Falls' System Demand and/or Thief River Falls' System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period.

5.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Thief River Falls pursuant to Subsection 6.3 of the Contract upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.6 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate(s) of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Thief River Falls in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Thief River Falls in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF THIEF RIVER FALLS, MINNESOTA

By _____

Title _____

Attest:

By _____

Address _____ 405 3rd Street East

Title _____

_____ P. O. Box 528

_____ Thief River Falls, MN 56701

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

1. This Exhibit C made on _____, effective under and as a part of Contract No. 13-UGPR-1059, dated March 6, 2014, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit C shall terminate and supersede Exhibit C dated March 6, 2014, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. TRANSMISSION PATH: On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain qualifying facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Thief River Falls are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into the system of Minnkota Power Cooperative, Inc. (Minnkota)/Northern Municipal Power Agency (Northern), under the functional control of Midcontinent Independent System Operator 3/, and that power and energy is then delivered to Thief River Falls. Thief River Falls's facilities are directly interconnected with the facilities of Minnkota/Northern. Thief River Falls has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the Point(s) of Delivery (POD) identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, Thief River Falls is responsible for all transmission arrangements from the edge of Western's system to the POD(s) in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

2/ Western has made separate arrangements for delivery of Federal power and energy in SPP Zone 19.

3/ MISO may consist of multiple transmission owners with qualified transmission facilities in MISO.

3. DELIVERY CONDITIONS: The three Points of Delivery for power and energy delivered to Thief River Falls are defined as the points where the following circuits of Minnkota/Northern connect to the following circuits of Thief River Falls, in the vicinity of Thief River Falls.

Delivery Point	Nominal Delivery Voltage
Thief River Falls Municipal Substation	115,000 Volts
Morris Owen Substation	115,000 Volts
Northland Substation	69,000 Volts

4. MEASUREMENT CONDITIONS: Electric power and energy delivered to Thief River Falls are not metered by Western. Thief River Falls is billed according to the fixed demand and energy values contained in Exhibit B of this Contract.

5. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

6. EXECUTION IN COUNTERPARTS: This Exhibit C may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit C may be detached by any counterpart of this Exhibit C without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit C identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____ P.O. Box 35800

_____ Billings, MT 59107-5800

(SEAL)

CITY OF THIEF RIVER FALLS, MINNESOTA

By _____

Title _____

Attest:

By _____

Address _____ 405 3rd Street East

Title _____

_____ P. O. Box 528

_____ Thief River Falls, MN 56701



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: 9/1/2026

SUBJECT: Storm Shelter and Pet Policies

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

MOTION TO: Approve the Storm Shelter and Pet Policies for the Ralph Engelstad Arena

BACKGROUND: The Ralph Engelstad Arena does not currently have an established storm shelter and pet policy.

KEY ISSUES: A formal policy is necessary to protect the safety and welfare of arena users and their pets during severe weather events.

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Rick Beier - Fire Chief

ATTACHMENTS:

1.	Storm Shelter Policy
2.	Storm Shelter Pet Policy

STORM SHELTER POLICY

1. Purpose

The purpose of this policy is to establish procedures for the activation, operation, and public use of storm shelters within the City of Thief River Falls during severe weather events. Storm shelters are intended to provide temporary life-safety protection and are not designed for long-term occupancy.

2. Authority & Responsibility

- a. Law Enforcement / Fire Department personnel are responsible for coordinating the opening of public storm shelters.
- b. City staff will assist with shelter operations as needed.
- c. Pennington County Dispatch will assist with public notification.

3. Shelter Activation Criteria

Storm shelters shall be opened when:

- A Tornado Warning is issued for the Thief River Falls area.
- A Severe Thunderstorm Warning indicating destructive winds or hail capable of causing significant damage.
- Observed conditions or reliable forecasts indicate an imminent threat to life safety.

Shelters may be opened proactively when conditions warrant early action.

4. Public Notification (Everbridge)

- Once shelters are opened, Pennington County Dispatch shall issue a "Shelter Open Notice" via Everbridge.
- Notifications should include:
 - Shelter status (OPEN)
 - Location of shelter
 - Instructions to proceed immediately

Residents are encouraged to subscribe to Everbridge alerts and monitor local weather sources.

[Sign up for Everbridge alerts](#)

5. Shelter Operations

- Shelters shall be opened as quickly as possible following activation.
- Staff shall monitor capacity and maintain safe occupancy levels.
- Basic supervision will be provided; however, shelters are not staffed for full-service care.
- Shelters operate on a first-come, first-served basis.

6. Public Rules & Guidelines

6.1 Entry Requirements:

- Residents may enter shelters when they are opened and should bring only essential items: Cell phone, necessary medications, small emergency kit.
- Prohibited items include: - Alcohol, illegal drugs, or weapons; large or excessive personal belongings.

6.2 Conduct Inside the Shelter:

- Follow all directions from city staff.
- Remain calm and respectful of others.
- Keep noise to a minimum.
- Do not block entrances, exits, or walkways.
- Children must always remain with a parent or guardian.

6.3 Prohibited Activities:

- No smoking or vaping.
- No open flames.
- No disorderly or disruptive behavior.

6.4 Animals

- Please refer to the Public Storm Shelter Pet Policy.

6.5 Health & Safety

- Occupants should be mindful of space limitations.
- Maintain reasonable hygiene practices.
- Report medical emergencies immediately to staff.

7. During the Event

- Occupants must remain in the shelter until an official “All Clear” is given via public notification or on-site staff.
- No one shall exit during an active warning unless directed by emergency personnel.

8. Shelter Closure

- Pennington County Dispatch or designated authority will determine when it is safe to close shelters.
- Pennington County Dispatch may issue an “All Clear” or closure notification via Everbridge.
- Occupants shall exit in an orderly manner.

9. Post-Event Considerations

- Occupants should be advised of potential hazards including debris, damaged structures, and downed power lines.
- Emergency personnel may provide additional directions as needed.

10. Liability & Enforcement

- Shelter space is limited and available on a first-come, first-served basis.
- The city is not responsible for lost, stolen, or damaged personal belongings.
- Individuals who fail to follow rules may be removed when it is safe to do so.

11. Review & Updates

- This policy shall be reviewed periodically and updated as needed to reflect best practices and operational experience.

STORM SHELTER PET POLICY

1. Purpose

To ensure the safety, health, and comfort of both people and pets during emergency sheltering. This policy provides clear guidelines for admitting and managing household pets at public storm shelters.

2. Definitions

Household Pets: Domesticated animals commonly kept in homes (e.g., dogs, cats, small birds, rabbits, rodents, reptiles in enclosures).

3. Pet Shelter Guidelines

- Only household pets are permitted.
- Owners must:
 - Register pets at check-in.
 - Remain on-site at all times.
- Aggressive animals, livestock, and exotic animals (e.g., large snakes, spiders) are not allowed.
- It is recommended that all pets be in a secure crate/carrier/kennel.
 - If a pet cannot be secured, then the pet must be leashed.
 - If a pet is potentially aggressive, the pet must have a muzzle.
- Pets must remain in the designated Pet Shelter Area.
- Owners are responsible for the care, feeding, and cleaning of their pets.
- All waste must be disposed of promptly by pet owners.
- Disruptive or dangerous animals may be removed or isolated at the discretion of the shelter staff.

4. Liability

- Shelter staff are not responsible for loss, injury, or illness of pets.
- Owners are liable for any damage or injury caused by their animals.





Request for Council Action

DATE: 9/1/2026

SUBJECT: First Reading to amend Chapter 114.02, Sec. 3.1 – Minimum Buffer Requirements of Cannabis Businesses.

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning & Zoning Commission recommendation:

MOTION TO: Conduct the first reading to amend Section 3.1 of City Code 114.02 - Cannabis and Lower Potency Hemp Edibles, to set the Minimum Buffer Requirements that a cannabis retail store could be located from schools, daycare facilities, residential treatment centers and from an attraction within a public park that is regularly used by minors, including a playground or athletic field to 500 feet. And adopting by reference City Code Chapter 10, which, among other things, contains penalty provisions. These changes become effective upon the publishing of a summary of the ordinance in the Times newspaper.

BACKGROUND: In 2024 when the City Council adopted the Cannabis Ordinance, Council adopted a distance of 300 feet as the distance a cannabis retail store could be located from schools, daycare facilities, residential treatment centers and from an attraction within a public park that is regularly used by minors, including a playground or athletic field.

This distance was set because of concerns with zoning cannabis retail sales, which the city was required to allow at least one store to operate in the city limits, and the perception that the city was zoning cannabis retail sales out with the limited locations left to conduct business in the city limits.

State law really restricts what local jurisdictions can do. They cannot outright prohibit cannabis stores in their communities.

- a. What cities can do:
 - i. Impose setbacks up to 1000 feet for schools, 500 feet for daycares, mental health facilities, and attractions within park zones.
 - 1. Restrictions beyond these limits is prohibited by statute.
 - ii. Select which zones within the city they can operate in
 - iii. Limit the number of licenses that are allowed to be issued. Based on the population, the city could have limited the number of licenses to one. The State Statute requires one retail store operation per 12,500 population.

KEY ISSUES: • With the proposed future location of a cannabis retail store at 517 Duluth Ave. S., it has become a concern that 300 feet from an attraction within a public park that is regularly used by minors, including a playground or athletic field is too short of a distance.

- The proposed cannabis retail store, Canna Buddha, meets the existing cannabis ordinance requirements. The changes proposed would make their location nonconforming. As such, Council is advised to “grandfather in” or exempt this location from any new ordinances or face legal challenges based on actions of protectionism.

The owner has been issued a demolition permit, building permit and a certificate of occupancy for this location. As of August 26, (Arrived on 8/27 due to being a quarantined email) the City’s Zoning Administrator was informed that “The Office of Cannabis Management (OCM) requires your decision on the Zoning and Land Use Compliance Certification for a new or current cannabis business that is or intends to operate within your jurisdiction. In accordance with Minnesota Statutes, section 342.13(f), you, as the local government with zoning authority, have up to 30 days to respond to this request.” The owner has submitted

- Previously under Minnesota Statutes 342.22, local retail registration could be issued only after a business received its cannabis business license from OCM. That changed with the 2025 Legislative session to allow local governments with retail registration authority can now issue a local retail registration to applicants with preliminary approval status, which occurs before full licensure. The change was made especially for those cities that limited the number of establishments. Canna Buddha submitted an incomplete application on March 10, 2026. They completed the application with the missing Federal and State Tax Identification numbers on August 10, 2026. It has been the policy for the City’s Zoning Administrator to have the Business Registrations approved by Council after the Office of Cannabis Management has issued the license.

FINANCIAL CONSIDERATIONS: Cost of publishing Public Hearing Notice.

LEGAL CONSIDERATION: Legal Counsel to update Ordinance. A Public Hearing Notice was published in the Wednesday, August 19, 2026, edition of the Times for the Public Hearing held at approximately 5:30 pm on September 1, 2026.

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

ATTACHMENTS:

1.	Cannabis Ordinance - FINAL DRAFT.rev3
2.	2026 Cannabis Prohibition 300 Zoning with Zoning Districts
3.	2026 Cannabis Prohibition 500 Zoning with Zoning Districts

ORDINANCE NO. ____, 3rd SERIES

**AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS,
MINNESOTA, AMENDING CITY CODE CHAPTER 114 ENTITLED
"CANNABIS" BY ADDING CHAPTER 114.02 "CANNABIS AND
LOWER POTENCY HEMP EDIBLES", 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 114 is hereby amended to
add Section 114.02, to read as follows:**

Cannabis and Lower Potency Hemp Edibles

Ordinance No. 114.02

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS TO REGULATE CANNABIS BUSINESSES

The city council of Thief River Falls hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The City of Thief River Falls makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Thief River Falls to protect the public health, safety, welfare of Thief River Falls residents by regulating cannabis businesses within the legal boundaries of Thief River Falls.

The City of Thief River Falls finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Thief River Falls that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

The City of Thief River Falls has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

This Ordinance shall be applicable to the legal boundaries of the City of Thief River Falls.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The City Police Chief and Zoning Administrator are responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Thief River Falls to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of Thief River Falls without first registering with the City of Thief River Falls.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City of Thief River Falls shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Thief River Falls shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure.

2.3.1 Fees.

The City of Thief River Falls shall not charge an application fee.

A registration fee, as established in the City of Thief River Falls' fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City of Thief River Falls shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The City of Thief River Falls shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City of Thief River Falls. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;

- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
- ii. a copy of a valid state license or written notice of OCM license preapproval;

(C) Once an application is considered complete, the Zoning Administrator shall inform the applicant as such, process the registration fees, and forward the application to the City Council that will approve or deny the request for approval or denial.

(D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

(A) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(B) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The City of Thief River Falls shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this Ordinance.

The City of Thief River Falls shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of the City of Thief River Falls, it shall notify the City of Thief River Falls of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The City of Thief River Falls shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of Thief River Falls.

A cannabis retail registration issued under this Ordinance shall not be transferred.

2.4.1 Renewal Fees.

The City of Thief River Falls may charge a renewal fee for the registration starting at the second renewal, as established in the City of Thief River Falls' fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The City of Thief River Falls may suspend a cannabis retail business's registration if it violates the ordinance of the City of Thief River Falls or poses an immediate threat to the health or safety of the public. The City of Thief River Falls shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The City of Thief River Falls shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Thief River Falls and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Thief River Falls shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Thief River Falls may impose a civil penalty, as specified in the City of Thief River Falls' Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The City of Thief River Falls shall not limit the number of cannabis retail businesses within the city limits and at all times will comply with state statute to allow no fewer than one registration for every 12,500 residents.

Section 3. Requirements for Cannabis Businesses

State Statutes allow the City of Thief River Falls to “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.”

3.1 Minimum Buffer Requirements

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a school.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a day care.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a residential treatment facility.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (L-2)

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a commercial business in the following zoning districts:

- General Business District (C-2);
- Central Business District (C-3)
- Downtown Fringe District (C-4)

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a Wholesale Distributor in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a Wholesale Distributor in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.3 Hours of Operation

Cannabis businesses are prohibited from making any retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, except:

- (1) between the hours of 8:00 a.m. and 10:00 p.m. on Monday through Saturday; and
- (2) between the hours of 10:00 a.m. and 10:00 p.m. on Sunday;

3.4 Advertising

Cannabis Businesses must follow the sign regulations as described in section 152 of the City's Ordinances for their respective zoning district.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval from the City of Thief River Falls, including obtaining any necessary permits or licenses issued by the city before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

Notwithstanding any provision of this Code to the contrary, the council may issue a license for the temporary cannabis events in connection with a social event sponsored by the licensee.

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days.

A license or permit is required to be issued and approved by the City of Thief River Falls prior to holding a Temporary Cannabis Event.

Application

4.1.2 Registration & Application Procedure

Application for a license shall be made to the city administrator on an application provided by the city administrator. Before issuance, the license must be approved by the city council and issued by the city administrator upon payment of required fee and completion of other requirements.

A registration fee for a temporary cannabis event license shall be established by the council by resolution, which fee may be changed from time to time.

4.1.3 Application Submittal & Review.

The City of Thief River Falls shall require an application for Temporary Cannabis Events.

(A) An application for a retail registration shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;

(B) The applicant shall include with the form:

- i. the application fee as required in (Section 4.1.2);
- ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City of Thief River Falls, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

i. The event area shall be cordoned off with fencing to prevent anyone under the age of 21 to enter.

ii. All entrances to the event area must be manned for security and all attendees must be checked for ID and age verification. Only adults aged 21 or older may enter the event area.

iii. Organizers will submit a map of the event area indicating entrances/ID check areas, vendor areas, etc.

iv. No license/permit is valid until a Temporary Cannabis License is approved by the Office of Cannabis Management.

v. No license shall be issued for more than three four-day, four three-day, six two-day or 12 one-day temporary licenses, in any combination not to exceed 12 days per year, for a temporary cannabis event to any one individual, organization or registered political committee, or for any one location, within a 12-month period.

vi. The city shall not issue more than one temporary cannabis event license to any one individual, organization, or registered political committee, or for any one location, within any 30-day period, unless the licenses are issued in connection with an event officially designated a community festival by the city.

vii. All licenses/permits and licensees are subject to all provisions of State Statutes and this Code relating to temporary cannabis events. The licensee shall provide proof of financial responsibility coverage (insurance.)

viii. Licenses/permits may authorize sales on premises other than those owned or permanently occupied by the licensee.

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Thief River Falls shall notify the applicant of the standards not met and basis for denial.

(I) Temporary cannabis events shall only be held between the hours of 10 AM and 8 PM.

Section 5. Lower-Potency Hemp Edibles

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- General Business District (C-2);
- Central Business District (C-3)
- Downtown Fringe District (C-4)

5.3 Additional Standards

5.3.1 Sales within Municipal Liquor Store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

Per Minnesota State Statute, the sale of Low-Potency Edibles is permitted only to persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

Section 6. Local Government as a Cannabis Retailer

The City of Thief River Falls may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

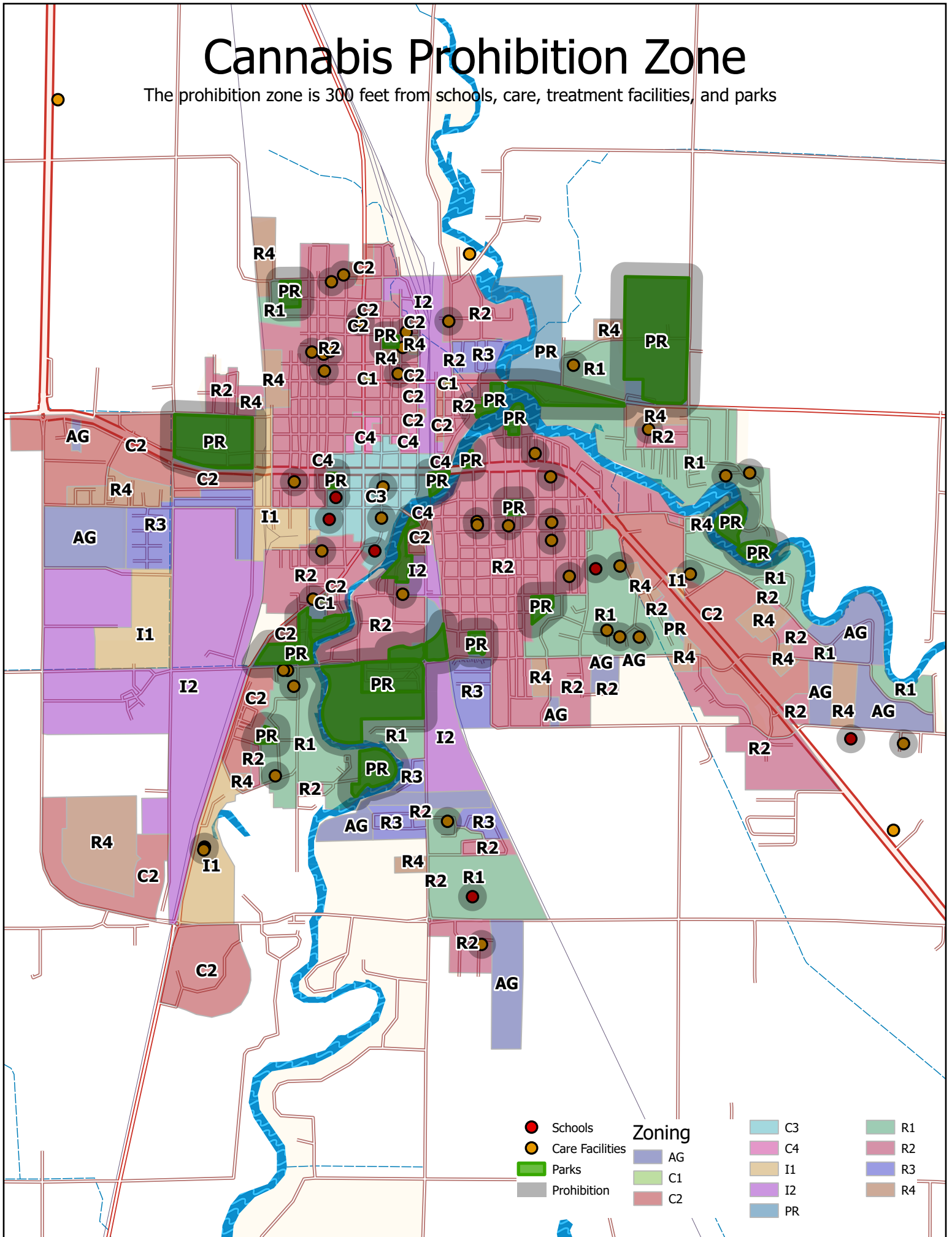
The City of Thief River Falls shall be subject to all the same retail license requirements and procedures applicable to all other applicants.

Section 7. 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 8. This ordinance shall be in force and effect from and after its passage, approval, and publication.

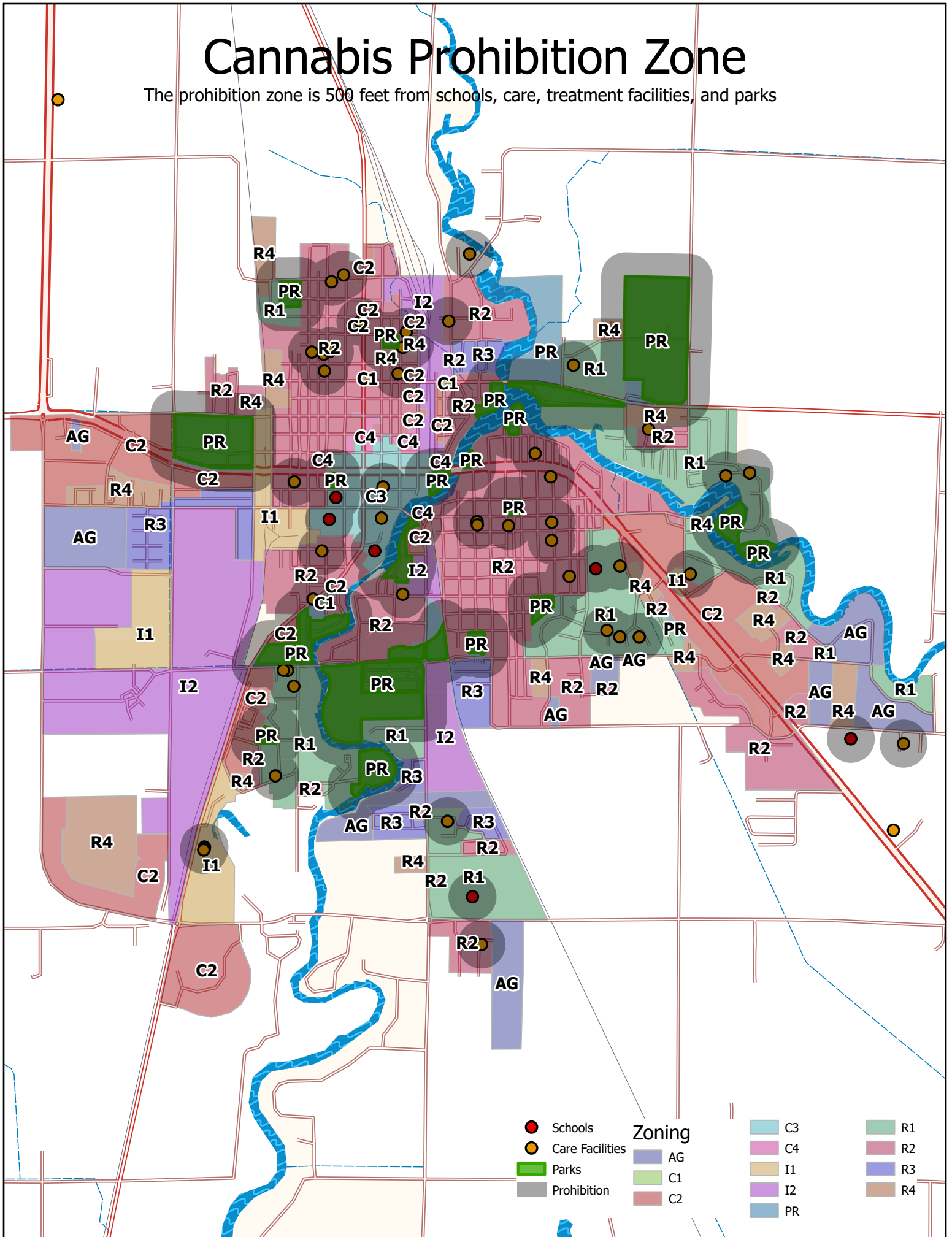
Cannabis Prohibition Zone

The prohibition zone is 300 feet from schools, care, treatment facilities, and parks



Cannabis Prohibition Zone

The prohibition zone is 500 feet from schools, care, treatment facilities, and parks





Request for Council Action

DATE: 9/1/2026

SUBJECT: First Reading to amend Chapter 114.02, Sec. 2.6 – Limiting the Number of Cannabis Businesses.

RECOMMENDATION: It is respectfully requested that the Council consider the following Planning & Zoning Commission recommendation:

MOTION TO: Conduct the first reading to amend Section 2.6 of City Code 114.02 - Cannabis and Lower Potency Hemp Edibles, to limit the number of cannabis retail businesses within the city limits to comply with state statute to allow for only one registration for every 12,500 residents. And adopting by reference City Code Chapter 10, which, among other things, contains penalty provisions. These changes become effective upon the publishing of a summary of the ordinance in the Times newspaper.

BACKGROUND: In 2024 when the City Council adopted the Cannabis Ordinance, they did not set a limit on the number of Cannabis Retail stores allowed within the city limits, preferring to allow the market to determine the number of businesses.

State law really restricts what local jurisdictions can do. They cannot outright prohibit cannabis stores in their communities.

a. What cities can do:

- i. Impose setbacks up to 1000 feet for schools, 500 feet for daycares, mental health facilities, and attractions within park zones.
 1. Restrictions beyond these limits is prohibited by statute.
- ii. Select which zones within the city they can operate in
- iii. Limit the number of licenses that are allowed to be issued. Based on the population, the city could have limited the number of licenses to one. The State Statute requires one retail store operation per 12,500 population

KEY ISSUES: • A second cannabis retail store is proposed for 517 Duluth Ave. S. They meet the existing cannabis ordinance requirements. The changes proposed would make their location nonconforming. As such, Council is advised to “grandfather in” or exempt this location from any new ordinances or face legal challenges based on actions of protectionism. The owner has been issued a demolition permit, building permit and a certificate of occupancy for this location. As of August 26, (Arrived on 8/27 due to being a quarantined email) the City’s Zoning Administrator was informed that The Office of Cannabis Management (OCM) requires your decision on the Zoning and Land Use Compliance Certification for a new or current cannabis business that is or intends to operate within your jurisdiction. In accordance with Minnesota Statutes, section 342.13(f), you, as the local government with zoning authority, have up to 30 days to respond to this request. The owner has submitted

- Previously under Minnesota Statutes 342.22, local retail registration could be issued only after a business received its cannabis business license from OCM. That Changed with the 2025 Legislative session to allow

local governments with retail registration authority can now issue a local retail registration to applicants with preliminary approval status, which occurs before full licensure. The change was made especially for those cities that limited the number of establishments. Canna Buddha submitted an incomplete application on March 10, 2026. They completed the application with the missing Federal and State Tax Identification numbers on August 10, 2026. It has been the policy for the City's Zoning Administrator to have the Business Registrations approved by Council after the Office of Cannabis Management has issued the license.

FINANCIAL CONSIDERATIONS: Cost of publishing Public Hearing Notice.

LEGAL CONSIDERATION: Legal Counsel to update Ordinance. A Public Hearing Notice was published in the Wednesday, August 19, 2026, edition of the Times for the Public Hearing held at approximately 5:30 pm on September 1, 2026.

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

ATTACHMENTS:

1.	Cannabis Ordinance - FINAL DRAFT.rev3
----	---------------------------------------

ORDINANCE NO. ____, 3rd SERIES

**AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS,
MINNESOTA, AMENDING CITY CODE CHAPTER 114 ENTITLED
"CANNABIS" BY ADDING CHAPTER 114.02 "CANNABIS AND
LOWER POTENCY HEMP EDIBLES", 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 114 is hereby amended to
add Section 114.02, to read as follows:**

Cannabis and Lower Potency Hemp Edibles

Ordinance No. 114.02

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS TO REGULATE CANNABIS BUSINESSES

The city council of Thief River Falls hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The City of Thief River Falls makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Thief River Falls to protect the public health, safety, welfare of Thief River Falls residents by regulating cannabis businesses within the legal boundaries of Thief River Falls.

The City of Thief River Falls finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Thief River Falls that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

The City of Thief River Falls has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

This Ordinance shall be applicable to the legal boundaries of the City of Thief River Falls.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The City Police Chief and Zoning Administrator are responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Thief River Falls to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of Thief River Falls without first registering with the City of Thief River Falls.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City of Thief River Falls shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Thief River Falls shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure.

2.3.1 Fees.

The City of Thief River Falls shall not charge an application fee.

A registration fee, as established in the City of Thief River Falls' fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City of Thief River Falls shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The City of Thief River Falls shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City of Thief River Falls. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;

- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
- ii. a copy of a valid state license or written notice of OCM license preapproval;

(C) Once an application is considered complete, the Zoning Administrator shall inform the applicant as such, process the registration fees, and forward the application to the City Council that will approve or deny the request for approval or denial.

(D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

(A) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(B) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The City of Thief River Falls shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this Ordinance.

The City of Thief River Falls shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of the City of Thief River Falls, it shall notify the City of Thief River Falls of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The City of Thief River Falls shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of Thief River Falls.

A cannabis retail registration issued under this Ordinance shall not be transferred.

2.4.1 Renewal Fees.

The City of Thief River Falls may charge a renewal fee for the registration starting at the second renewal, as established in the City of Thief River Falls' fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The City of Thief River Falls may suspend a cannabis retail business's registration if it violates the ordinance of the City of Thief River Falls or poses an immediate threat to the health or safety of the public. The City of Thief River Falls shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The City of Thief River Falls shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Thief River Falls and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Thief River Falls shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Thief River Falls may impose a civil penalty, as specified in the City of Thief River Falls' Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The City of Thief River Falls shall not limit the number of cannabis retail businesses within the city limits and at all times will comply with state statute to allow no fewer than one registration for every 12,500 residents.

Section 3. Requirements for Cannabis Businesses

State Statutes allow the City of Thief River Falls to “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.”

3.1 Minimum Buffer Requirements

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a school.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a day care.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of a residential treatment facility.

The City of Thief River Falls shall prohibit the operation of a cannabis business within 300 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (L-2)

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as an Industry in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a commercial business in the following zoning districts:

- General Business District (C-2);
- Central Business District (C-3)
- Downtown Fringe District (C-4)

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a Wholesale Distributor in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a Wholesale Distributor in the following zoning districts:

- Light Industrial District (I-1);
- or General Industrial District (I-2)

3.3 Hours of Operation

Cannabis businesses are prohibited from making any retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, except:

- (1) between the hours of 8:00 a.m. and 10:00 p.m. on Monday through Saturday; and
- (2) between the hours of 10:00 a.m. and 10:00 p.m. on Sunday;

3.4 Advertising

Cannabis Businesses must follow the sign regulations as described in section 152 of the City's Ordinances for their respective zoning district.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval from the City of Thief River Falls, including obtaining any necessary permits or licenses issued by the city before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

Notwithstanding any provision of this Code to the contrary, the council may issue a license for the temporary cannabis events in connection with a social event sponsored by the licensee.

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days.

A license or permit is required to be issued and approved by the City of Thief River Falls prior to holding a Temporary Cannabis Event.

Application

4.1.2 Registration & Application Procedure

Application for a license shall be made to the city administrator on an application provided by the city administrator. Before issuance, the license must be approved by the city council and issued by the city administrator upon payment of required fee and completion of other requirements.

A registration fee for a temporary cannabis event license shall be established by the council by resolution, which fee may be changed from time to time.

4.1.3 Application Submittal & Review.

The City of Thief River Falls shall require an application for Temporary Cannabis Events.

(A) An application for a retail registration shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;

(B) The applicant shall include with the form:

- i. the application fee as required in (Section 4.1.2);
- ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City of Thief River Falls, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

i. The event area shall be cordoned off with fencing to prevent anyone under the age of 21 to enter.

ii. All entrances to the event area must be manned for security and all attendees must be checked for ID and age verification. Only adults aged 21 or older may enter the event area.

iii. Organizers will submit a map of the event area indicating entrances/ID check areas, vendor areas, etc.

iv. No license/permit is valid until a Temporary Cannabis License is approved by the Office of Cannabis Management.

v. No license shall be issued for more than three four-day, four three-day, six two-day or 12 one-day temporary licenses, in any combination not to exceed 12 days per year, for a temporary cannabis event to any one individual, organization or registered political committee, or for any one location, within a 12-month period.

vi. The city shall not issue more than one temporary cannabis event license to any one individual, organization, or registered political committee, or for any one location, within any 30-day period, unless the licenses are issued in connection with an event officially designated a community festival by the city.

vii. All licenses/permits and licensees are subject to all provisions of State Statutes and this Code relating to temporary cannabis events. The licensee shall provide proof of financial responsibility coverage (insurance.)

viii. Licenses/permits may authorize sales on premises other than those owned or permanently occupied by the licensee.

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Thief River Falls shall notify the applicant of the standards not met and basis for denial.

(I) Temporary cannabis events shall only be held between the hours of 10 AM and 8 PM.

Section 5. Lower-Potency Hemp Edibles

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- General Business District (C-2);
- Central Business District (C-3)
- Downtown Fringe District (C-4)

5.3 Additional Standards

5.3.1 Sales within Municipal Liquor Store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

Per Minnesota State Statute, the sale of Low-Potency Edibles is permitted only to persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

Section 6. Local Government as a Cannabis Retailer

The City of Thief River Falls may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

The City of Thief River Falls shall be subject to all the same retail license requirements and procedures applicable to all other applicants.

Section 7. 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 8. This ordinance shall be in force and effect from and after its passage, approval, and publication.