

THIEF RIVER FALLS CITY COUNCIL AGENDA

Tuesday, June 21, 2022

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC FORUM - *Individuals may address the City Council about any item not included on the regular agenda. A maximum of 5 minutes is allotted for the public forum. The City Council will not take official action on items discussed at this time, with the exception of referral to staff or a committee, board or commission for a future report.***
- 5. PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**
 - 5.1. 2021 Audit – Hoffman, Philipp & Martell Plc - Crystelle
 - 5.2. Northland Securities - George (page 4-15)
 - 5.3. HDR Recertification of the Dam Presentation - Nate Dalager (page 16-25)
- 6. APPROVE AGENDA - *Council members may add items to the agenda for discussion purposes or staff direction. The Council will not normally take official action on items added to the agenda.***
- 7. CONSENT AGENDA - *These items are considered routine in nature and are approved with one motion without discussion/debate. The Mayor will ask if any Council member wishes to remove an item and place it on the regular agenda for discussion and consideration. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.***
 - 7.1. Approval of June 7, 2022 Council Proceedings (page 26-32)
 - 7.2. City of Thief River Falls Bills and Disbursements and Council Per Diems (page 33-61)
 - 7.3. Accept and authorize the Electric Department to begin the process to open a position of a full-time Journey Lineworker (page 62)
 - 7.4. Approval of Appointment of Jeremy Treitline as Senior Billing Clerk (page 63)

- 7.5. Approve Ricky Swanson, Public Works Maintenance, the one-year progression raise to Step 4 of the Grade Level 4 Public Works Maintenance salary schedule, for a new hourly wage of \$25.46 effective May 5, 2022. (page 64)
- 7.6. Approve Progression Raise for Turner Sawatzke, Public Works Maintenance (page 65)
- 7.7. Approve Progression Raise for Keaton Huot, Public Works Maintenance (page 66)
- 7.8. Approval of Form for Brewer Notification to Furnish Malt Liquor for Sampling Application, and Approval of Application of Rivers & Rails Brewery for a Sampling Event at The Pennington County Fairgrounds on July 17, 2022. (page 67-71)

8. NEW BUSINESS

- 8.1. FERC Relicensing of the Municipal Power Dam Hydroelectric Project (page 72-84)
- 8.2. Approve that the Resolution No. 10-233-15 Amendment to Water Wastewater Rate Resolution No. 1-138-14 is hereby rescinded effective June 22, 2022. (page 85)
- 8.3. Call for first reading to consider amendment to City Code Chapter 152.154 to add INDOOR GUN RANGE CONDITIONAL USE PERMIT and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions. (page 86-96)
- 8.4. Approve Conditional Use Permit for illuminated sign at Zion Lutheran Church, 505 Main Avenue North. (page 97-107)
- 8.5. Adopt a resolution calling for a public hearing on Tuesday, September 6, 2022, at 5:30 PM by the City Council on the proposed Modification to the Development Program for Development District No. 1 and the proposed Establishment of Tax Increment Financing District No. 1-15 therein and the adoption of the Tax Increment Financing Plan therefor; Authorizing a gap analysis; and authorizing the collection of certain related costs. (page 108-109)
- 8.6. Resolution Relating To \$2,820,000 General Obligation Bonds, Series 2022a; Authorizing The Issuance, Awarding The Sale, Prescribing The Form And Details, Providing For The Payment Thereof. (page 110-122)
- 8.7. Approval to Authorize The City of Thief River Falls to Enter Into a Municipal Advisory Service Agreement with Northland Securities, Inc. for General Obligation Bonds, Series 2022a. (page 123-128)
- 8.8. Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under The Internal Revenue Code (page 129-133)
- 8.9. Allow Food Trucks to be Present and Parked in the Grass at the Floyd B. Olson Park During the Farmers Market Schedule on Saturdays from 9:00 am-noon. (page 134)
- 8.10. To lend the Thief River Falls Regional Airport Authority up to One Hundred Thousand (\$100,000) Dollars at 5% interest with annual payments over a ten (10) year period to be used to help finance the airport driveway rehabilitation project that is adjacent to the college entrance. (page 135)
- 8.11. Appoint Councilmember Jason Aarestad to all opioid meetings the City of Thief River Falls is invited to. (page 136)
- 8.12. Appoint Mayor Brian Holmer to the Child Care Task Force to attend on behalf of the City of Thief River Falls. (page 137)
- 8.13. Approve landscaping estimate from the Cider Mill to plant the newly purchased

plants for the REA Rain gardens, install new block edging, installation of weed fabric, and installation of rock for the amount of \$13,531.25. Completing this list of tasks would bring the current SWCD contract into compliance. Completion of the work proposed, would also bring a fresh look to the front of the Ralph Englestad Arena. (page 138-140)

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

10. UPCOMING MEETINGS

10.1. Committee of Whole - June 21st immediately following Council Meeting

10.2. City Council Meeting - July 5th at 5:30 P.M.

10.3. Utilities Committee - July 11th at 7:00 A.M.

10.4. Public Safety/Liquor Committee - July 11th at 4:30 P.M.

10.5. Administrative Services Committee - July 12th at 4:30 P.M. Room 201 City Hall

10.6. Public Works Committee - July 13th at 4:30 P.M.

11. INFORMATIONAL ITEMS

11.1. Investment Summary 5/2022 (page 141-142)

12. ADJOURNMENT

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

Finance Plan

City of Thief River Falls, Minnesota

\$2,820,000

General Obligation Bonds, Series 2022A

June 21, 2022



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

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Executive Summary

The following is a summary of the recommended terms for the issuance of \$2,820,000 General Obligation Bonds, Series 2022A (the “Bonds” or “2022A Bonds”). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 – Related Considerations.

Purpose	Proceeds from the Bonds will be used to fund the City’s 2022 street and utility improvement projects.				
Security	The Bonds will be a general obligation of the City. The City will pledge for payment of the Bonds: • Special assessments collected from benefitted properties. • Property tax levies. • Net revenues of the City’s Water Utility.				
Repayment Term	The Bonds will mature annually each February 1 in the years 2024 - 2038. Interest on the Bonds will be payable on August 1, 2023 and semiannually thereafter on each August 1 and February 1.				
Estimated Interest Rate	<table><tr><td>Average coupon:</td><td>3.04%</td></tr><tr><td>True interest cost (TIC):</td><td>3.22%</td></tr></table>	Average coupon:	3.04%	True interest cost (TIC):	3.22%
Average coupon:	3.04%				
True interest cost (TIC):	3.22%				
Prepayment Option	Bonds maturing on and after February 1, 2031 will be subject to redemption on February 1, 2030 and any day thereafter at a price of par plus accrued interest.				
Rating	A rating will be requested from Standard and Poor’s (S&P). The City’s general obligation debt is currently rated "AA-" by S&P.				
Tax Status	The Bonds will be tax-exempt, bank qualified obligations.				
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.				
Type of Bond Sale	Public Sale – Competitive Bids				
Proposals Received	Tuesday, July 19, 2022 @ 10:30 A.M.				
Council Consideration	Tuesday, July 19, 2022 @ 5:30 P.M.				

Issue Overview

Purpose

Proceeds from the Bonds will be used to fund the City's 2022 street and utility improvement projects. The Bonds have been sized based on actual construction bids received by City staff on May 20, 2022. The table below contains the sources and uses of funds and preliminary interest rates for the bond issue.

	Improvement	Water	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$2,220,000.00	\$600,000.00	\$2,820,000.00
Total Sources	\$2,220,000.00	\$600,000.00	\$2,820,000.00
Uses Of Funds			
Deposit to Project Construction Fund	2,154,116.00	581,798.00	2,735,914.00
Costs of Issuance	37,081.88	10,022.12	47,104.00
Total Underwriter's Discount (1.250%)	27,750.00	7,500.00	35,250.00
Rounding Amount	1,052.12	679.88	1,732.00
Total Uses	\$2,220,000.00	\$600,000.00	\$2,820,000.00

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475, 444, and 429.

Structure

The Improvement Portion of the Bonds has been structured to result in relatively level annual debt service payments over a 12-year term. The Water Portion of the Bonds has been structured to result in relatively level annual debt service payments over a 15-year term.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Special Assessments. The City is expected to levy special assessments against benefited properties in the amount of \$770,000. The assessments will be payable over 12 years, with an interest rate of 1% over the All-Inclusive Cost (AIC) on the Bonds (currently assumed to be 4.45%), and structured for level annual payments of principal and interest. The assessments will be levied in 2022 for initial payment in 2023.
- Utility Revenues. Net revenues of the City's Water Utility will be pledged for payment of the Bonds. The City will covenant to institute water rates and charges that are sufficient to produce net revenues equal to at least 105% of the debt service requirements on the Water Portion of the Bonds. In the event there is a deficiency in the amount of net revenues available for payment of debt service, the City may levy taxes to cover the insufficiency, but only on a temporary basis until rates are adjusted.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The initial projections show an annual tax levy, averaging \$152,555 annually, is needed, which includes the statutory requirement of 105% of debt service, after accounting for assessments contributions. The levy will be adjusted

annually based on actual special assessment collections, utility revenue contributions and additional monies in the debt service fund. The initial tax levy will be made in 2022 for taxes payable in 2023.

The table in Attachment 2 shows the estimated flow of funds, including the 5% overlevy.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed projects and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Tuesday, July 19, 2022 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. The calendar of events for the issuing process can be found in Attachment 4.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Dorsey & Whitney, LLP, Minneapolis, Minnesota

Paying Agent: Northland Trust Services, Inc., Minneapolis, Minnesota

Attachment 1 – Preliminary Debt Service Schedule

Total 2022A Bonds

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2022	-	-	-	-	-
08/01/2023	-	-	78,654.17	78,654.17	-
02/01/2024	155,000.00	2.400%	41,156.25	196,156.25	274,810.42
08/01/2024	-	-	39,296.25	39,296.25	-
02/01/2025	200,000.00	2.500%	39,296.25	239,296.25	278,592.50
08/01/2025	-	-	36,796.25	36,796.25	-
02/01/2026	205,000.00	2.600%	36,796.25	241,796.25	278,592.50
08/01/2026	-	-	34,131.25	34,131.25	-
02/01/2027	210,000.00	2.700%	34,131.25	244,131.25	278,262.50
08/01/2027	-	-	31,296.25	31,296.25	-
02/01/2028	215,000.00	2.800%	31,296.25	246,296.25	277,592.50
08/01/2028	-	-	28,286.25	28,286.25	-
02/01/2029	220,000.00	2.900%	28,286.25	248,286.25	276,572.50
08/01/2029	-	-	25,096.25	25,096.25	-
02/01/2030	230,000.00	2.950%	25,096.25	255,096.25	280,192.50
08/01/2030	-	-	21,703.75	21,703.75	-
02/01/2031	235,000.00	3.000%	21,703.75	256,703.75	278,407.50
08/01/2031	-	-	18,178.75	18,178.75	-
02/01/2032	240,000.00	3.050%	18,178.75	258,178.75	276,357.50
08/01/2032	-	-	14,518.75	14,518.75	-
02/01/2033	245,000.00	3.100%	14,518.75	259,518.75	274,037.50
08/01/2033	-	-	10,721.25	10,721.25	-
02/01/2034	255,000.00	3.150%	10,721.25	265,721.25	276,442.50
08/01/2034	-	-	6,705.00	6,705.00	-
02/01/2035	265,000.00	3.200%	6,705.00	271,705.00	278,410.00
08/01/2035	-	-	2,465.00	2,465.00	-
02/01/2036	45,000.00	3.400%	2,465.00	47,465.00	49,930.00
08/01/2036	-	-	1,700.00	1,700.00	-
02/01/2037	50,000.00	3.400%	1,700.00	51,700.00	53,400.00
08/01/2037	-	-	850.00	850.00	-
02/01/2038	50,000.00	3.400%	850.00	50,850.00	51,700.00
Total	\$2,820,000.00	-	\$663,300.42	\$3,483,300.42	-

Yield Statistics

Bond Year Dollars	\$21,809.67
Average Life	7.734 Years
Average Coupon	3.0413139%
Net Interest Cost (NIC)	3.2029395%
True Interest Cost (TIC)	3.2163467%
Bond Yield for Arbitrage Purposes	3.0286470%
All Inclusive Cost (AIC)	3.4723174%

IRS Form 8038

Net Interest Cost	3.0413139%
Weighted Average Maturity	7.734 Years

Optional Redemption

02/01/2030	@100.000%
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Improvement Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2022	-	-	-	-	-
08/01/2023	-	-	61,361.00	61,361.00	-
02/01/2024	130,000.00	2.400%	32,107.50	162,107.50	223,468.50
08/01/2024	-	-	30,547.50	30,547.50	-
02/01/2025	165,000.00	2.500%	30,547.50	195,547.50	226,095.00
08/01/2025	-	-	28,485.00	28,485.00	-
02/01/2026	170,000.00	2.600%	28,485.00	198,485.00	226,970.00
08/01/2026	-	-	26,275.00	26,275.00	-
02/01/2027	175,000.00	2.700%	26,275.00	201,275.00	227,550.00
08/01/2027	-	-	23,912.50	23,912.50	-
02/01/2028	180,000.00	2.800%	23,912.50	203,912.50	227,825.00
08/01/2028	-	-	21,392.50	21,392.50	-
02/01/2029	180,000.00	2.900%	21,392.50	201,392.50	222,785.00
08/01/2029	-	-	18,782.50	18,782.50	-
02/01/2030	190,000.00	2.950%	18,782.50	208,782.50	227,565.00
08/01/2030	-	-	15,980.00	15,980.00	-
02/01/2031	195,000.00	3.000%	15,980.00	210,980.00	226,960.00
08/01/2031	-	-	13,055.00	13,055.00	-
02/01/2032	200,000.00	3.050%	13,055.00	213,055.00	226,110.00
08/01/2032	-	-	10,005.00	10,005.00	-
02/01/2033	205,000.00	3.100%	10,005.00	215,005.00	225,010.00
08/01/2033	-	-	6,827.50	6,827.50	-
02/01/2034	210,000.00	3.150%	6,827.50	216,827.50	223,655.00
08/01/2034	-	-	3,520.00	3,520.00	-
02/01/2035	220,000.00	3.200%	3,520.00	223,520.00	227,040.00
Total	\$2,220,000.00	-	\$491,033.50	\$2,711,033.50	-

Water Portion

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2022	-	-	-	-	-
08/01/2023	-	-	17,293.17	17,293.17	-
02/01/2024	25,000.00	2.400%	9,048.75	34,048.75	51,341.92
08/01/2024	-	-	8,748.75	8,748.75	-
02/01/2025	35,000.00	2.500%	8,748.75	43,748.75	52,497.50
08/01/2025	-	-	8,311.25	8,311.25	-
02/01/2026	35,000.00	2.600%	8,311.25	43,311.25	51,622.50
08/01/2026	-	-	7,856.25	7,856.25	-
02/01/2027	35,000.00	2.700%	7,856.25	42,856.25	50,712.50
08/01/2027	-	-	7,383.75	7,383.75	-
02/01/2028	35,000.00	2.800%	7,383.75	42,383.75	49,767.50
08/01/2028	-	-	6,893.75	6,893.75	-
02/01/2029	40,000.00	2.900%	6,893.75	46,893.75	53,787.50
08/01/2029	-	-	6,313.75	6,313.75	-
02/01/2030	40,000.00	2.950%	6,313.75	46,313.75	52,627.50
08/01/2030	-	-	5,723.75	5,723.75	-
02/01/2031	40,000.00	3.000%	5,723.75	45,723.75	51,447.50
08/01/2031	-	-	5,123.75	5,123.75	-
02/01/2032	40,000.00	3.050%	5,123.75	45,123.75	50,247.50
08/01/2032	-	-	4,513.75	4,513.75	-
02/01/2033	40,000.00	3.100%	4,513.75	44,513.75	49,027.50
08/01/2033	-	-	3,893.75	3,893.75	-
02/01/2034	45,000.00	3.150%	3,893.75	48,893.75	52,787.50
08/01/2034	-	-	3,185.00	3,185.00	-
02/01/2035	45,000.00	3.200%	3,185.00	48,185.00	51,370.00
08/01/2035	-	-	2,465.00	2,465.00	-
02/01/2036	45,000.00	3.400%	2,465.00	47,465.00	49,930.00
08/01/2036	-	-	1,700.00	1,700.00	-
02/01/2037	50,000.00	3.400%	1,700.00	51,700.00	53,400.00
08/01/2037	-	-	850.00	850.00	-
02/01/2038	50,000.00	3.400%	850.00	50,850.00	51,700.00
Total	\$600,000.00	-	\$172,266.92	\$772,266.92	-

Attachment 2 – Preliminary 105% Levy Schedule

Improvement Portion

Date	Total P+I	105% Levy	Less:	Equals:	Levy Year	Collection Year
			Special Assessment Revenue*	City Net Levy		
02/01/2023	-	-	-	-	-	-
02/01/2024	223,468.50	234,641.93	84,660.00	149,981.93	2022	2023
02/01/2025	226,095.00	237,399.75	84,660.00	152,739.75	2023	2024
02/01/2026	226,970.00	238,318.50	84,660.00	153,658.50	2024	2025
02/01/2027	227,550.00	238,927.50	84,659.99	154,267.51	2025	2026
02/01/2028	227,825.00	239,216.25	84,659.99	154,556.26	2026	2027
02/01/2029	222,785.00	233,924.25	84,659.99	149,264.26	2027	2028
02/01/2030	227,565.00	238,943.25	84,659.99	154,283.26	2028	2029
02/01/2031	226,960.00	238,308.00	84,660.00	153,648.00	2029	2030
02/01/2032	226,110.00	237,415.50	84,659.99	152,755.51	2030	2031
02/01/2033	225,010.00	236,260.50	84,660.00	151,600.50	2031	2032
02/01/2034	223,655.00	234,837.75	84,659.99	150,177.76	2032	2033
02/01/2035	227,040.00	238,392.00	84,659.99	153,732.01	2033	2034
Total	\$2,711,033.50	\$2,846,585.18	\$1,015,919.93	\$1,830,665.25		

*Assessments assume \$770,000 spread in even payments for a term of 12 years at a rate of 4.45%, which is 1% over the AIC.

Attachment 3 – Related Considerations

Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the "small issuer" exemption related to arbitrage rebate.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has more than \$10,000,000 of outstanding debt and is required to undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as PFA loans, leases, or bank placements) must be reported within ten business days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.

-
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the sale day to determine use of premium (if any).

Rating

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "AA-" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 – Calendar of Events

June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Date	Action	Responsible Party
June 14 th	Set Sale Resolution and Finance Plan Sent to City for Council Packets Review Proposed Bond Issue with Administrative Services Committee	Northland, Bond Counsel
June 16 th	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency	Northland, City
June 21 st	Set Sale Resolution Adopted Reimbursement Resolution Adopted Presentation of Finance Plan	City Council Action, Northland, Bond Counsel
Week of June 27 th	Rating Conference Call	Northland, City, Rating Agency
July 12 th	Rating Received	Rating Agency, City, Northland
July 19 th	Bond Sale – 10: 00 AM Awarding Resolution Adopted – 5:30 PM	City Council Action, Northland, Bond Counsel
August 17 th	Closing on the Bonds (Proceeds available)	Northland, City Staff, Bond Counsel

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Special Assessments: Special assessments for the financed project have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments (if any) have not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

Utility Revenues: The City pledges the net revenues of the Water Utility to the payment of principal and interest on the Bonds. The failure to adjust rates and charges as needed and the loss of significant customers will affect available net revenues. If the net revenues are insufficient, the City is required to levy property taxes or use other revenues to cover the deficiency. Property taxes can only be used on a temporary basis and may not be an ongoing source of revenue to pay debt service.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.



FERC Hydropower Relicensing

Thief River Falls
Municipal Power Dam (Project No.
11546)



FERC Relicensing – What is it

- Statutory requirement that authorizes the continued operation of the hydropower facility for the next 30 to 50 years
- 5 to 5.5-year process that will formally begin between March 1 and August 31, 2023, and consists of a series of defined statutory and regulatory deadlines
- Transparent proceeding with routine agency and stakeholder engagement
- Federal action that is defined through:
 - Federal Power Act (FPA) and Title 18 of the Code of Federal Regulations
 - Years of legal and Federal Energy Regulatory Commission (FERC) decisions
 - Various Federal and State statutes and regulations
 - Evolving regulatory and policy landscape

Who will be Engaged in the Proceeding

- FERC's Division of Hydropower Licensing
- US Fish and Wildlife Service – Section 18 Authority
- MN Pollution Control Agency – Section 401 Authority
- MN Department of Natural Resources – Aquatic and Terrestrial Species
- State Historic Preservation Office – Section 106 Historical Resources
- National Park Service
- Indian Tribes
- Public

HDR's Relicensing Approach

- Leverage Local Staff and Minnesota Relicensing Experience
 - Minnesota Power (Grand Rapids and Prairie River)
 - International Falls
- Don Pereira, PhD – Former MDNR Chief, Section of Fisheries
- Leverage various FERC precedent
 - Electric Consumers Protection Act
 - Minor License (Less than 1.5 megawatts)
 - Study Criteria
- Continue to track regulatory changes

Leverage Previous Decisions and Studies

- Run-of-river operations
- Established summer and winter target elevations
- Three years of water quality monitoring
- Tailwater net
- Recreational ramp

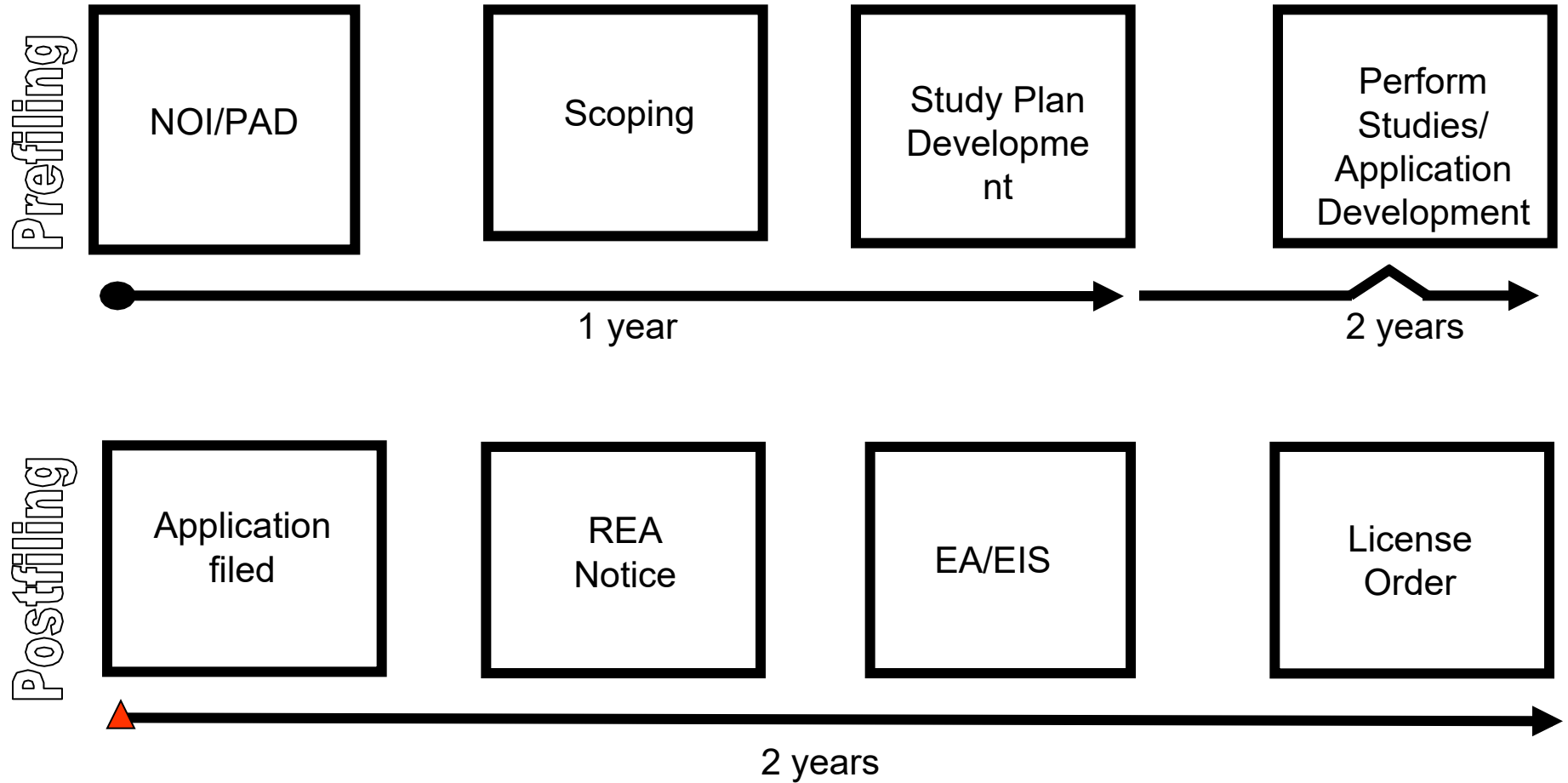
Municipal Power Dam



Relicensing Schedule

Activity	Responsible Party	Regulation	Proposed Date
Stage 1 Consultation			
File NOI, PAD, and request to use TLP; distribute to stakeholders	The City	18 CFR §5.3, 5.5, and 5.6	Aug 31, 2023
FERC issues TLP authorization and Notice of NOI/PAD filing	FERC	18 CFR §5.8(a)	Oct 30, 2023
File written notice of Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(i)	Dec 14, 2023
Hold Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(ii)	Dec 29, 2023
File comments on PAD and study requests	Stakeholders	18 CFR §16.8(b)(5)	Feb 27, 2024
Stage 2 Consultation			
Study Scoping	The City	--	Spring 2024
Conduct studies	The City	18 CFR §16.8(c)(1)	2024/2025
Submit draft study report(s) to stakeholders	The City	--	Spring 2025
Submit final study report(s) to stakeholders	The City	18 CFR §16.8(c)(4)	Summer 2025
Issue DLA to stakeholders	The City	18 CFR §16.8(c)(4)	Feb 1, 2026
File comments on DLA (within 90 days after issuance of the DLA)	Stakeholders	18 CFR §16.8(c)(5)	May 2, 2026
File FLA with FERC (no later than 2 years prior to the expiration of the license)	The City	18 CFR §16.9	Aug 31, 2026

Relicensing Process



HDR's Relicensing Experience



Relicensing Terminology

Terminology

- Traditional Licensing Process (TLP)
- Alternative Licensing Process (ALP)
- Integrated Licensing Process (ILP)
- Non-governmental Organizations (NGOs)
- Area of Potential Effect (APE)
- Protection, mitigation, and enhancement (PM&E)
- Ready for Environmental Analysis (REA)

Laws / Regulations

- Federal Power Act (FPA)
- Code of Federal Regulations (CFR)
- National Environmental Policy Act (NEPA)
- Endangered Species Act (ESA)
- Clean Water Act (CWA)
- National Historic Preservation Act (NHPA)
- Energy Policy Act of 2005 (EPAAct)
- Fish & Wildlife Coordination Act (FWCA)
- Coastal Zone Management Act (CZMA)

Documents

- Notice of Intent (NOI)
- Pre-Application Document (PAD)
- Initial Consultation Document (ICD)
- Scoping Document 1 (SD1)
- Proposed Study Plan (PSP)
- Revised Study Plan (RSP)
- Initial Study Report (ISR)
- Preliminary Licensing Proposal (PLP)
- Draft License Application (DLA)
- Final License Application (LA/FLA)
- Biological Assessment (BA)
- Biological Opinion (BO)
- Additional Information Request (AIR)
- Environmental Assessment (EA)
- 401 Water Quality Certification (401 WQC)
- Programmatic Agreement (PA)
- Historic Properties Management Plan (HPMP)

COUNCIL PROCEEDINGS

Tuesday, June 7, 2022

CALL TO ORDER

This meeting is officially called to order at 5:30 p.m. on June 7, 2022. This meeting is being presided over by Mayor Brian Holmer.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

Advance Thief River - Michelle Landsverk

APPROVE AGENDA

Councilmember Michele McCraw motioned, being seconded by Councilmember Rachel Prudhomme, to approve the agenda with the addition of 8.5 New Business.

On vote being taken, the resolution was unanimously passed.

CONSENT AGENDA

RESOLUTION NO. 06.112.22: Approval of May 17, 2022 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-112-22, being seconded by Councilmember Jason Aarestad, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve May 17, 2022 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.113.22: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-113-22, being seconded by Councilmember Jason Aarestad, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of \$1,905,431.21. A printout of the approved payments, disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.114.22: Approval of Community Board and Commission Appointments

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-114-22, being seconded by Councilmember Jason Aarestad, that:

THEREFORE, BE IT RESOLVED To Accept the Mayor's Recommendation to Make the Following Reappointments to the Community Development Advisory Board:

Community Development Advisory Board

Tim Hagl & Steve Lillestol

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.115.22: Approval to Begin Process to Fill Position of Patrol Officer

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-115-22, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, Due to the resignation of Jaden Hanson, effective June 10th, 2022, the position will be vacant and has been determined to fill the position to continue the efficiency of the department.

WHEREAS, This is a budgeted item for 2022.

THEREFORE, BE IT RESOLVED Accept the Public Safety Committee recommendation to begin the process of filling the position of Patrol Officer. The position is a LELS Union Grade Level 6 non-exempt position. The Patrol Officer vacancy will be opened to the public for filling.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.116.22: Approve Progression Raise for Travis Giffen, Public Works Director

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-116-22, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, The City Council, by Resolution No. 5-132-21, appointed Travis Giffen as Public Works Director, at 95% of the top salary and eligibility to progress to the top step effective June 14, 2022.

THEREFORE, BE IT RESOLVED Approve Travis Giffen, Public Works Director, the one-year progression raise to the top of the MAPS Grade Level 13 salary, for a new monthly salary of \$8,630 effective June 14, 2022.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.117.22: Approve Power Plant Foreman Job Description

Presented as part of the Consent Agenda, Councilmember Curt Howe introduced Resolution No. 06-117-22, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, With the upcoming resignation of Dale Narlock, Electric Superintendent, the Labor Committee unanimously concurred that Ronald Lund be appointed as the contact for FERC compliance and be compensated for the additional time, responsibilities, and duties involved with this position.

THEREFORE, BE IT RESOLVED Approve the Power Plant Foreman job description designation as a Grade Level 8, Teamster, non-exempt position. This pay increase will be effective June 12, 2022 for Ronnie Lund with a new salary of \$34.70 per hour.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

Call for second reading to consider amendment to City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc to call for the second reading of an ordinance of Call for second reading to consider amendment to City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

WHEREAS, The City of Thief River Falls has sections in the city code within the general regulations that controls among other things streets and sidewalks. This section includes requirements for permitting the use of a portion of sidewalks for business use.

WHEREAS, The City of Thief River Falls currently has an ordinance for permitting of an outdoor sidewalk zone. This was established in preparation for some of the sidewalk improvements that took place in 2019 to allow business use on portions of the sidewalk with a permit. Over the past couple of years, sidewalks being used for business use has increased and the current sidewalk requirements need minor revisions to address actual conditions and maintain clarification on the Minnesota Department of Transportation requirements.

THEREFORE, BE IT RESOLVED Call for second reading to consider amendment to City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section

152.998, which, among other things, contain penalty provisions.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06.118.22: Approval to amend City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc, to approve Resolution No 6.118.22 amending City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

WHEREAS, The City of Thief River Falls has sections in the city code within the general regulations that controls among other things streets and sidewalks. This section includes requirements for permitting the use of a portion of sidewalks for business use.

WHEREAS, The City of Thief River Falls currently has an ordinance for permitting of an outdoor sidewalk zone. This was established in preparation for some of the sidewalk improvements that took place in 2019 to allow business use on portions of the sidewalk with a permit. Over the past couple of years, sidewalks being used for business use has increased and the current sidewalk requirements need minor revisions to address actual conditions and maintain clarification on the Minnesota Department of Transportation requirements.

THEREFORE, BE IT RESOLVED Approval to Amend City Code Chapter 92.300 changing PERMITTING OF AN OUTDOOR SIDEWALK ZONE to SIDEWALK USE PERMIT ON MUNICIPAL ROADWAYS, and sections 92.301 – 92.315; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

On vote being taken, the resolution was unanimously passed.

Call for second reading to consider amendment to City Code Chapter 152.087 EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Mike Lorenson to call for the second reading of an ordinance of Call for second reading to consider amendment to City Code Chapter 152.087 EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

WHEREAS, The City of Thief River Falls has sections in the city code within land usage that controls among other things the zoning code. This section includes requirements for signs. This section governs all sign regulations including those excluded from a permit, prohibited signs, and definitions.

WHEREAS, The City of Thief River Falls currently does not allow signs on a sidewalk. Included in the sidewalk use permit being considered there is language to allow signs on a sidewalk provided they are under 6 square feet, within the sidewalk use permit area, at least 26 inches in height, and removed when the business is closed. This ordinance amendment would allow these signs.

THEREFORE, BE IT RESOLVED Call for second reading to consider amendment to City Code Chapter 152.087 EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Final approval of this ordinance should be contingent upon approval of the Sidewalk Use Permit on Municipal Roadways.

RESOLUTION NO. 06.119.22: Approval to amend to City Code Chapter 152.087 EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc, to approve Resolution No 6.119.22 amending City Code Chapter 152.087 EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

WHEREAS, The City of Thief River Falls has sections in the city code within land usage that controls among other things the zoning code. This section includes requirements for signs. This section governs all sign regulations including those excluded from a permit, prohibited signs, and definitions.

WHEREAS, The City of Thief River Falls currently does not allow signs on a sidewalk. Included in the sidewalk use permit being considered there is language to allow signs on a sidewalk provided they are under 6 square feet, within the sidewalk use permit area, at least 26 inches in height, and removed when the business is closed. This ordinance amendment would allow these signs.

THEREFORE, BE IT RESOLVED Approval to Amend City Code Chapter 152.087

EXCLUDED SIGNS to add (L) Sidewalk signs as allowed by sidewalk use permit; and 152.091 PROHIBITED SIGNS (D) to add (unless allowed in a sidewalk use permit); and (F) to remove “A-frames”; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Final approval of this ordinance should be contingent upon approval of the Sidewalk Use Permit on Municipal Roadways.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 06-120-22: Appointment of John Kinsman as Interim Electric Superintendent

Following discussion, Councilmember Anthony Bolduc introduced Resolution No. 06-120-22 , being seconded by Councilmember Rachel Prudhomme, that:

WHEREAS, With the upcoming resignation of Dale Narlock, Electric Superintendent, the Labor Committee unanimously concurred that John Kinsman be appointed as the Interim Electric Superintendent and be compensated for the additional time, responsibilities, and duties involved. The Labor Committee found it in the best interest of the City to have a person appointed to take on the additional duties during the time the position is vacated.

THEREFORE, BE IT RESOLVED Approve to appoint John Kinsman, Electric Foreman, as the Interim Electric Superintendent, effective June 12, 2022, until the management position can be filled. Salary shall be the mid-point between the two positions, which for 2022 equals an increase in hourly wage for Mr. Kinsman in the amount of \$3.41 per hour.

On vote being taken, the resolution was unanimously passed.

COUNCIL BOARDS AND COMMISSIONS REPORTS

1. Councilmember Rachel Prudhomme reminded the community of the Bike Swap to be held June 8th from 3:30 pm to 8 pm and June 9th from 9 am to 1 pm. The event will be held the Fire Hall Annex (former ITS building) parking lot.
2. Councilmember Steve Narverud reminded the residents The City of Thief River Falls Public Works Department annual bag and large item sticker handout will be June 6th thru June 10th from 7 am to 5 pm. The Public Works Maintenance Facility is located at 1121 North Atlantic Avenue. This is for all City homeowners and renters. There will be no second handout for renters

UPCOMING MEETINGS

City Council Meeting - June 21st at 5:30 P.M.

Utilities Committee - June 13th at 7:00 A.M.

Public Safety/Liquor Committee - June 13th at 4:30 P.M.

Administrative Services Committee - June 14th at 4:30 P.M. Room 201 City Hall

Public Works Committee - June 15th at 4:30 P.M.

INFORMATIONAL ITEMS

Advance Thief River Activity Report

ADJOURNMENT

There being no further discussion, Councilmember Rachel Prudhomme, being seconded by Councilmember Mike Lorenson to adjourn at 6:07 p.m. On vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: _____
Angela Philipp, City Administrator

CITY OF THIEF RIVER FALLS

EXPENSE ACCOUNT CODES

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



Equal Opportunity Employer

City of Thief River Falls

#7.02

COUNCIL MEETING BILLS

JUNE 21st, 2022

SUMMARY OF DISBURSEMENTS

6/2/2022	AP PKT #331 - #11 PAYROLL BILLS	\$204.46
6/2/2022	AP PKT #332 - #11 PAYROLL BILLS	\$99,629.94
6/8/2022	AP PKT #336 - DIRECT PAYABLES	\$10,999.25
6/8/2022	UB PKT #861 - UTILITY REFUND PAYMENTS	\$501.75
6/10/2022	AP PKT #337 - DIRECT PAYABLES	\$8,402.12
6/21/2022	AP PKT #333 - COUNCIL MEETING BILLS	\$466,417.59
GRAND TOTAL OF DISBURSEMENTS		\$586,155.11



City of Thief River Falls, MN

Refund Check Register

Refund Check Detail

UBPKT00861 - 6/7/22

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
07-00912-002	GOULET, CHENNI N	6/7/2022	87133	234.73			234.73	Deposit
07-00936-003	GOULET, CHENNI N	6/7/2022	87134	267.02			267.02	Deposit
Total Refunds: 2			Total Refunded Amount:	501.75				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	501.75
Revenue Total:	501.75

General Ledger Distribution

Posting Date: 06/08/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	690 - ELECTRIC UTILITY FUND			
	690-10101	Cash & Investments	-501.75	Yes
	690-11530	Accts Receivable - Billing	501.75	
		690 Total:	0.00	
Fund:	999 - POOL CASH FUND			
	999-10101	Pooled Cash & Investments	-501.75	
	999-20700	Due To Other Funds	501.75	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

COUNCIL PER DIEM TO BE PAID ON 05/19/2022 PAYROLL
Presented 06/21/2022 Council Meeting

Jason Aarestad - January 2022

1/10/2022	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50
1/11/2022	Admin	4:30	Room 201	\$32.50
1/26/2022	Committee of Whole	5:30	Council Chambers	\$32.50

Jason Aarestad - February 2022

2/7/2022	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50
2/8/2022	Admin	4:30	Room 201	\$32.50

Jason Aarestad - March 2022

3/7/2022	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50
3/8/2022	Admin	4:30	Room 201	\$32.50

\$227.50

Mike Lorenson -February-April 2022

2/7/2022	Utilities Committee	7:00am	City Hall	\$32.50
2/9/2022	Public Works Committee	4:30pm	City Hall	\$32.50
3/3/2022	Labor Committee	3:00pm	City Hall	\$32.50
3/7/2022	Utilities Committee	7:00am	City Hall	\$32.50
3/9/2022	Public Works Committee	8:00am	City Hall	\$32.50
3/9/2022	Building Committee	6:30pm	City Hall	\$32.50
4/11/2022	Utilities Committee	7:00am	City Hall	\$32.50
4/13/2022	Public Works Committee	4:30pm	City Hall	\$32.50
4/15/2022	Labor Committee	3:00pm	City Hall	\$32.50
4/29/2022	Labor Committee	3:00pm	City Hall	\$32.50

\$325.00

Curt Howe - April 2022

04/12/22	C.U.B.	12-1:45pm	Quality Inn	\$32.50
04/12/22	Ad Services	4:30-5:45pm	Room 201	\$32.50
04/13/22	MEC	7:30-8:15am	DSC	\$32.50
04/13/22	Public Works	4:30-6:45pm	Council Chambers	\$32.50
04/15/22	Labor Meeting	3:00-4:00pm	Council Chambers	\$32.50
04/29/22	Labor Meeting	3:00-5:00pm	Council Chambers	\$32.50

\$195.00

Total: \$747.50

COUNCIL PER DIEM TO BE PAID ON 06/16/2022 PAYROLL
Presented 06/21/2022 Council Meeting

Anthony Bolduc - March 2022

3/7/2022	Public Utilities	7:00	Council Chambers	\$32.50
3/7/2022	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50
3/30/2022	CDAB Committee	12:00	Council Chambers	\$32.50

Anthony Bolduc - April 2022

4/11/2022	Public Utilities	7:00	Council Chambers	\$32.50
4/12/2022	Public Safety/Liquor Committee	7:00	Council Chambers	\$32.50

Anthony Bolduc - May 2022

5/9/2022	Public Utilities	7:00	Council Chambers	\$32.50
5/9/2022	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50
5/17/2022	CDAB Committee	12:00	Council Chambers	\$32.50

\$260.00

Brian Holmer - January 2022

1/5/2022	Water Quality Working Group	1:00pm	ZOOM	\$32.50
1/10/2022	Utilities Committee	7:00am	City Hall	\$32.50
1/11/2022	Administrative Committee	4:30pm	City Hall	\$32.50
1/12/2022	RRBC Conference	8:00am	Alerus Center Grand	\$32.50
1/13/2022	RRBC Conference	8:00am	Alerus Center Grand	\$32.50
1/18/2022	Ag-Urban Partnership Forum	8:45am	ZOOM	\$32.50
1/19/2022	TVF Airport Commission	7:30am	County Board Room	\$32.50
1/27/2022	Water Quality Offset Working Group	1:00pm	Telcon	\$32.50

Brian Holmer - Febraury 2022

2/7/2022	Utilities Committee	7:00am	City Hall	\$32.50
2/7/2022	TVF CIP Strategic Plan	11:00am	Microsoft Teams	\$32.50
2/8/2022	Administrative Services Committee	4:30pm	City Hall	\$32.50
2/17/2022	RRBC Executive Meeting	8:30am	Telecon	\$32.50
2/24/2022	MMA Executive Committee Meeting	11:00am	ZOOM	\$32.50

Brian Holmer - March 2022

3/3/2022	RRBC Board Meeting	9:00am	Delta Hotel, Fargo	\$32.50
3/7/2022	Utilities Committee	7:00am	City Hall	\$32.50
3/8/2022	Water Quality Plan Review	3:30pm	Telcon	\$32.50
3/8/2022	Administrative Services Committee	4:30pm	City Hall	\$32.50
3/14/2022	Labor Meeting	1:15pm	City Hall Room 201	\$32.50
3/17/2022	RRBC Executive Committee Meeting	8:30am	Telcon	\$32.50
3/17/2022	Long Range Planning Meeting	2:00pm	City Hall	\$32.50
3/25/2022	TVF Airport Hange Grant	2:15pm	ZOOM	\$32.50

Brian Holmer - April 2022

4/7/2022	CGMC Board Meeting	10:00am	ZOOM	\$32.50
4/8/2022	LGA Webinar	10:30am	ZOOM	\$32.50
4/11/2022	Utilities Committee	7:00am	City Hall	\$32.50

4/12/2022	City Strategic Plan Interview	10:30am	City Hall	\$32.50
4/12/2022	Administrative Service Committee	4:30pm	City Hall	\$32.50
4/15/2022	US Corp Meeting on Section 219	12:00pm	Microsoft Teams	\$32.50
4/15/2022	Labor Meeting Job Descriptions	3:00pm	City Hall	\$32.50
4/21/2022	RRBC Executive Committee Meeting	8:30pm	Telco	\$32.50
4/26/2022	PFAS MPCA Webinar	11:00am	ZOOM	\$32.50
4/27/2022	TVF Airport Meeting	7:30am	County Board Room	\$32.50
4/29/2022	Labor Meeting Job Descriptions	3:00pm	City Hall	\$32.50

\$1,040.00

Curt Howe - May 2022

05/10/22	C.U.B.	12-1pm	County	\$32.50
05/10/22	Ad Services	4:30-6pm	Room 201	\$32.50
05/11/22	Labor Meeting	2-4pm	Council Chambers	\$32.50
05/11/22	Public Works	4:30-7:30pm	Council Chambers	\$32.50
05/18/22	Airport Meeting	7:30-9:11pm	Justice Center	\$32.50
05/23/22	Labor Meeting	2-2:45pm	Council Chambers	\$32.50

\$195.00

Steve Narverud - April 2022

04/12/22	Public Safety	1.5 Hours	Council Chambers	\$32.50
04/12/22	Planning & Zoning	1 Hour	Council Chambers	\$32.50
04/13/22	Public Works	2 Hours	Council Chambers	\$32.50
04/20/22	Advance Thief River	1 Hour	School Dist Brd Rm	\$32.50

Steve Narverud - May 2022

05/09/22	Public Safety	2.5 Hours	Council Chambers	\$32.50
05/10/22	Planning & Zoning	1 Hour	Council Chambers	\$32.50
05/11/22	Public Works	3 Hours	Council Chambers	\$32.50
05/18/22	Advance Thief River	1 Hour	School Dist Brd Rm	\$32.50

\$260.00

Total:

\$1,755.00



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00331 - PYPKT00514 - 2022 06 02 #11 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: VSP INSURANCE CO							
VSP INSURANCE CO	INV0000428	06/02/2022	740-24000	Clearing Account	FLEX VISION		183.60
VSP INSURANCE CO	INV0000428	06/02/2022	740-4870-63645	Vision Insurance - COBRA	FLEX VISION COBRA March		20.86
						Vendor VSP INSURANCE CO Total:	204.46
						Grand Total:	204.46

Fund Summary

Fund	Expense Amount
740 - TRF HEALTH INSURANCE FUND	204.46
Grand Total:	204.46

Account Summary

Account Number	Account Name	Expense Amount
740-24000	Clearing Account	183.60
740-4870-63645	Vision Insurance - COBRA	20.86
Grand Total:		204.46

Project Account Summary

Project Account Key	Expense Amount
None	204.46
Grand Total:	204.46



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00331 - PYPKT00514 - 2022 06 02 #11 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: VSP INSURANCE CO							
VSP INSURANCE CO	INV0000428	06/02/2022	740-24000	Clearing Account	FLEX VISION		183.60
VSP INSURANCE CO	INV0000428	06/02/2022	740-4870-63645	Vision Insurance - COBRA	FLEX VISION COBRA March		20.86
						Vendor VSP INSURANCE CO Total:	204.46
						Grand Total:	204.46

Fund Summary

Fund	Expense Amount
740 - TRF HEALTH INSURANCE FUND	204.46
Grand Total:	204.46

Account Summary

Account Number	Account Name	Expense Amount
740-24000	Clearing Account	183.60
740-4870-63645	Vision Insurance - COBRA	20.86
Grand Total:		204.46

Project Account Summary

Project Account Key	Expense Amount
None	204.46
Grand Total:	204.46



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00336 - 06/08/22 DIRECT PAYABLE

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: NORTHWEST ROOFING INC							
NORTHWEST ROOFING INC	06/03/22	06/08/2022	100-4194-65200	Buildings and Structures	CITY HALL ROOF REPAIRS		10,999.25
Vendor NORTHWEST ROOFING INC Total:							10,999.25
Grand Total:							10,999.25

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	10,999.25
Grand Total:	10,999.25

Account Summary

Account Number	Account Name	Expense Amount
100-4194-65200	Buildings and Structures	10,999.25
Grand Total:		10,999.25

Project Account Summary

Project Account Key	Expense Amount
None	10,999.25
Grand Total:	10,999.25



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00337 - 06/10/22 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	100-4192-62020	Computer Supplies	CELL PHONE ACCES		28.00
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	100-4210-62010	Office Supplies	CD & DVD SLEEVES		23.96
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	100-4210-62020	Computer Supplies	CD & DVD SLEEVES		150.03
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	100-4510-62240	Department Maint & Repair	TENNIS NET STRAPS		76.92
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	100-4510-62990	Misc. Operating Expense	DVD - SING 2		19.96
AMAZON CAPITAL SERVICES ...	1vjrd9jy6cyg	05/25/2022	620-4840-62990	Misc. Operating Expense	HEX BIT SOCKET SET		20.72
Vendor AMAZON CAPITAL SERVICES INC Total:							319.59
Vendor: CAPITAL ONE							
CAPITAL ONE	042122	04/21/2022	100-4194-62990	Misc. Operating Expense	CLEANING SUPPLIES		54.89
CAPITAL ONE	042122	04/21/2022	100-4194-62990	Misc. Operating Expense	CLEANING SUPPLIES		132.34
CAPITAL ONE	042122	04/21/2022	100-4510-62240	Department Maint & Repair	TREE BAGS		14.56
CAPITAL ONE	042122	04/21/2022	100-4560-62990	Misc. Operating Expense	CLEANING SUPPLIES		32.56
CAPITAL ONE	042122	04/21/2022	620-4840-62990	Misc. Operating Expense	LAB SUPPLIES		9.52
CAPITAL ONE	042122	04/21/2022	690-4890-63590	Printing & Publications	CANDY - ECFFE BIG TRK NIGHT		12.96
Vendor CAPITAL ONE Total:							256.83
Vendor: CARDMEMBER SERVICE							
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4210-63020	Computer Maintenance & lic...	BODY CAM LICENSE		149.00
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4210-63320	Training Expense	LODGING - S HOFFART		831.68
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4210-63320	Training Expense	REG FEE - BCA TRAINING		375.00
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4210-63320	Training Expense	REG FEE - M ROFF DEATH INV...		300.00
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4210-63320	Training Expense	LODGING - B MEUNIER		831.68
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	100-4315-62010	Office Supplies	SUBSCRIPTION - EMAIL BILLS		13.49
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	620-4840-62010	Office Supplies	SUBSCRIPTION - EMAIL BILLS		31.48
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	620-4850-62230	Building Maint & Repair	WTP HEATER		36.00
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	680-4840-62010	Office Supplies	SUBSCRIPTION - EMAIL BILLS		9.00
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	690-4840-62010	Office Supplies	SUBSCRIPTION - EMAIL BILLS		35.98
CARDMEMBER SERVICE	APR/MAY 2022	05/18/2022	690-4890-63020	Computer Maintenance & lic...	PING PLOTTER		30.99
Vendor CARDMEMBER SERVICE Total:							2,644.30
Vendor: COCA-COLA BOTTLING COMPANY							
COCA-COLA BOTTLING COM...	4022572	05/19/2022	610-4810-62540	Soft Drinks/Mix for Resale	mix purchase		93.00
COCA-COLA BOTTLING COM...	4058213	05/26/2022	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		538.00
Vendor COCA-COLA BOTTLING COMPANY Total:							631.00
Vendor: INTERSTATE BILLING SERVICE							
INTERSTATE BILLING SERVICE	38583B	04/07/2022	100-4312-62210	Equipment Maint & Repair	ROLLER		349.38
Vendor INTERSTATE BILLING SERVICE Total:							349.38

Council Approval Register

Packet: APPKT00337 - 06/10/22 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: PRODUCTIVITY PLUS ACCOUNT							
PRODUCTIVITY PLUS ACCOU...	17021378	05/20/2022	100-4312-62210	Equipment Maint & Repair	LOADER PARTS		1,307.04
PRODUCTIVITY PLUS ACCOU...	17021378	05/20/2022	100-4312-62210	Equipment Maint & Repair	LOADER PARTS		2,872.00
Vendor PRODUCTIVITY PLUS ACCOUNT Total:							4,179.04
Vendor: TRACTOR SUPPLY CREDIT PLAN							
TRACTOR SUPPLY CREDIT PL...	100205224	05/10/2022	680-4840-62880	Personal Protective Equipme...	JETTING GLOVES		21.98
Vendor TRACTOR SUPPLY CREDIT PLAN Total:							21.98
Grand Total:							8,402.12

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	7,562.49
610 - LIQUOR DISPENSARY	631.00
620 - WATER UTILITY FUND	97.72
680 - WASTEWATER UTILITY FUND	30.98
690 - ELECTRIC UTILITY FUND	79.93
Grand Total:	8,402.12

Account Summary

Account Number	Account Name	Expense Amount
100-4192-62020	Computer Supplies	28.00
100-4194-62990	Misc. Operating Expense	187.23
100-4210-62010	Office Supplies	23.96
100-4210-62020	Computer Supplies	150.03
100-4210-63020	Computer Maintenance & ..	149.00
100-4210-63320	Training Expense	2,338.36
100-4312-62210	Equipment Maint & Repair	4,528.42
100-4315-62010	Office Supplies	13.49
100-4510-62240	Department Maint & Repa..	91.48
100-4510-62990	Misc. Operating Expense	19.96
100-4560-62990	Misc. Operating Expense	32.56
610-4810-62540	Soft Drinks/Mix for Resale	631.00
620-4840-62010	Office Supplies	31.48
620-4840-62990	Misc. Operating Expense	30.24
620-4850-62230	Building Maint & Repair	36.00
680-4840-62010	Office Supplies	9.00
680-4840-62880	Personal Protective Equi...	21.98
690-4840-62010	Office Supplies	35.98
690-4890-63020	Computer Maintenance & ..	30.99
690-4890-63590	Printing & Publications	12.96
Grand Total:		8,402.12

Project Account Summary

Project Account Key	Expense Amount
None	8,402.12
Grand Total:	8,402.12



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00333 - 06/21/22 COUNCIL MEETING BILLS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ACE HARDWARE							
ACE HARDWARE	106173	05/02/2022	100-4194-62990	Misc. Operating Expense	CLEANING SUPPLIES		51.96
ACE HARDWARE	106190	05/02/2022	620-4840-62990	Misc. Operating Expense	DISTRIBUTION SUPPLIES		21.98
ACE HARDWARE	106906	05/10/2022	100-4194-62990	Misc. Operating Expense	CLEANING SUPPLIES		42.06
ACE HARDWARE	107680	05/18/2022	610-4840-62990	Misc. Operating Expense	GLUE GUN		29.98
ACE HARDWARE	108044	05/23/2022	100-4194-62230	Building Maint & Repair	AIR FILTER		37.99
ACE HARDWARE	108637	05/31/2022	100-4194-62990	Misc. Operating Expense	PINE SOL		51.96
Vendor ACE HARDWARE Total:							235.93
Vendor: AIRGAS USA LLC							
AIRGAS USA LLC	9125634472	05/09/2022	100-4312-62240	Department Maint & Repair	WELDING SUPPLIES		237.63
AIRGAS USA LLC	9125681073	06/08/2022	100-4312-62240	Department Maint & Repair	WELDING SUPPLIES		51.00
AIRGAS USA LLC	9126116183	05/23/2022	100-4312-62240	Department Maint & Repair	SHOP SUPPLIES		38.53
Vendor AIRGAS USA LLC Total:							327.16
Vendor: ALEX AIR APPARATUS INC							
ALEX AIR APPARATUS INC	5548	06/01/2022	100-4220-62210	Equipment Maint & Repair	COMPRESSOR SERVICE & RE...		949.29
Vendor ALEX AIR APPARATUS INC Total:							949.29
Vendor: AMERICAN WELDING & GAS INC							
AMERICAN WELDING & GAS ...	74651-08572380	06/06/2022	620-4840-62160	Chemicals	CHEMICALS		2,210.88
Vendor AMERICAN WELDING & GAS INC Total:							2,210.88
Vendor: AQUA PURE INC							
AQUA PURE INC	TRFMN2207	06/09/2022	620-4840-62160	Chemicals	CHEMICALS		11,334.88
Vendor AQUA PURE INC Total:							11,334.88
Vendor: ARTISAN BEER COMPANY							
ARTISAN BEER COMPANY	3539882	06/06/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		1,177.15
Vendor ARTISAN BEER COMPANY Total:							1,177.15
Vendor: B & B TRANSFORMERS INC							
B & B TRANSFORMERS INC	27542	06/01/2022	690-14100	Inventory - Materials	TRANSFORMERS		21,084.00
Vendor B & B TRANSFORMERS INC Total:							21,084.00
Vendor: BELLBOY CORP - LIQUOR							
BELLBOY CORP - LIQUOR	95115100	06/01/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		3,302.30
BELLBOY CORP - LIQUOR	95115200	06/01/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		593.96
Vendor BELLBOY CORP - LIQUOR Total:							3,896.26
Vendor: BEVERAGE WHOLESALERS INC							
BEVERAGE WHOLESALERS INC	220239	05/19/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		1,275.94
Vendor BEVERAGE WHOLESALERS INC Total:							1,275.94

Council Approval Register

Packet: APPKT00333 - 06/21/22 COUNCIL MEETING BILLS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: BRADY MARTZ & ASSOC PC INC							
BRADY MARTZ & ASSOC PC I...	37145-770602	05/28/2022	100-4670-62990	Misc. Operating Expense	FLEX FEE - MAY 2022		180.00
Vendor BRADY MARTZ & ASSOC PC INC Total:							180.00
Vendor: BRADY MEUNIER							
BRADY MEUNIER	REIMBURSE 06 07 22	06/07/2022	100-4210-63320	Training Expense	REIMBURSE - MEALS EXP ST C...		36.65
BRADY MEUNIER	REIMBURSE 06 22	06/07/2022	100-4210-62120	Gas-Oil-Lube	REIMBURSE - GASOLINE PUR...		100.00
Vendor BRADY MEUNIER Total:							136.65
Vendor: BREAKTHRU BEVERAGE							
BREAKTHRU BEVERAGE	344350838	06/01/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		3,996.06
BREAKTHRU BEVERAGE	344350838	06/01/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		223.88
BREAKTHRU BEVERAGE	344350838	06/01/2022	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		376.04
BREAKTHRU BEVERAGE	344350839	06/01/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		56.00
BREAKTHRU BEVERAGE	344403310	06/07/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		2,880.00
Vendor BREAKTHRU BEVERAGE Total:							7,531.98
Vendor: BREDESON OFFICE SUPPLY							
BREDESON OFFICE SUPPLY	213118	05/18/2022	610-4840-62010	Office Supplies	OFFICE SUPPLIES		47.98
BREDESON OFFICE SUPPLY	213141	06/08/2022	100-4210-62990	Misc. Operating Expense	ELECTRIC PENCIL SHARPENER		32.95
Vendor BREDESON OFFICE SUPPLY Total:							80.93
Vendor: BRIAN JACOBSON							
BRIAN JACOBSON	REIMBURSE 060522	06/06/2022	690-4850-62230	Building Maint & Repair	REIMBURSE - LIFTMASTER KE...		18.20
Vendor BRIAN JACOBSON Total:							18.20
Vendor: BUTLER MACHINERY CO							
BUTLER MACHINERY CO	01PS0326742	05/20/2022	100-4315-62210	Equipment Maint & Repair	LOADER PARTS		69.11
Vendor BUTLER MACHINERY CO Total:							69.11
Vendor: C & L DISTRIBUTING							
C & L DISTRIBUTING	1460388	05/26/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		140.00
C & L DISTRIBUTING	1460388	05/26/2022	610-4810-62520	Beer for Resale	MIX PURCHASE		45.98
Vendor C & L DISTRIBUTING Total:							185.98
Vendor: CIDER MILL							
CIDER MILL	38	03/16/2022	100-4510-62240	Department Maint & Repair	VETERANS PARK PLANTINGS		4,374.00
Vendor CIDER MILL Total:							4,374.00
Vendor: CITY OF T R F - LIQUOR STORE							
CITY OF T R F - LIQUOR STORE	PETTY CASH 06 22	06/14/2022	610-4840-62990	Misc. Operating Expense	DECORATIONS		25.65
CITY OF T R F - LIQUOR STORE	PETTY CASH 06 22	06/14/2022	610-4850-62210	Equipment Maint & Repair	EQUIP MNTCE		3.79
CITY OF T R F - LIQUOR STORE	PETTY CASH 06 22	06/14/2022	610-4850-62210	Equipment Maint & Repair	BATTERIES		10.68
CITY OF T R F - LIQUOR STORE	PETTY CASH 06 22	06/14/2022	610-4850-62230	Building Maint & Repair	CLEANING SUPPLIES		2.02
CITY OF T R F - LIQUOR STORE	PETTY CASH 06 22	06/14/2022	610-4850-62230	Building Maint & Repair	SQUEEGY BLADES		7.04
Vendor CITY OF T R F - LIQUOR STORE Total:							49.18
Vendor: COLE PAPERS INC							
COLE PAPERS INC	10148407	05/19/2022	610-4840-62990	Misc. Operating Expense	ROLL TOWEL		69.69
COLE PAPERS INC	10148407	05/19/2022	610-4850-62230	Building Maint & Repair	EASY TRAP DUSTER		199.61

Council Approval Register

Packet: APPKT00333 - 06/21/22 COUNCIL MEETING BILLS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
COLE PAPERS INC	10149685	05/26/2022	100-4194-62990	Misc. Operating Expense	ROLL TOWEL / TOILET TISSUE		231.78
COLE PAPERS INC	10149915	05/26/2022	100-4510-62990	Misc. Operating Expense	HAND WASH / ROLL TOWELS		705.72
COLE PAPERS INC	10151660	05/26/2022	100-4194-62990	Misc. Operating Expense	TOILET TISSUE		56.92
Vendor COLE PAPERS INC Total:							1,263.72
Vendor: COUNTRY INN & SUITES ST CLOUD							
COUNTRY INN & SUITES ST C...	70300407	06/07/2022	100-4210-63320	Training Expense	LODGING - BRADY MEUNIER		108.36
Vendor COUNTRY INN & SUITES ST CLOUD Total:							108.36
Vendor: D & M ENTERPRISES							
D & M ENTERPRISES	0608222	06/08/2022	100-4240-63030	Contracts Expense	RESIDENTIAL GRASS MOWIN...		798.00
Vendor D & M ENTERPRISES Total:							798.00
Vendor: DAHLHEIMER BEVERAGE							
DAHLHEIMER BEVERAGE	1584332	05/16/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		1,817.70
DAHLHEIMER BEVERAGE	1584332	05/16/2022	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		114.55
Vendor DAHLHEIMER BEVERAGE Total:							1,932.25
Vendor: DANA C KLOS							
DANA C KLOS	060122	06/01/2022	100-4210-63100	Animal Control	ANIMAL CONTROL SERVICES		30.00
Vendor DANA C KLOS Total:							30.00
Vendor: DIAMOND VOGEL INC							
DIAMOND VOGEL INC	810233636	05/17/2022	100-4312-62260	Signs-Brooms-Paint	TRAFFIC PAINT		3,381.95
Vendor DIAMOND VOGEL INC Total:							3,381.95
Vendor: DIGI KEY CORPORATION							
DIGI KEY CORPORATION	89284843	05/03/2022	690-14100	Inventory - Materials	CABLE CAT6 INVENTORY		611.94
DIGI KEY CORPORATION	89379996	05/05/2022	680-4850-62220	Lift Station and Pond Maint &...	STEEL BOX - LIFT #3 REPAIR		149.46
DIGI KEY CORPORATION	89676934	05/17/2022	100-4315-62210	Equipment Maint & Repair	DIODES		3.29
Vendor DIGI KEY CORPORATION Total:							764.69
Vendor: EMERGENCY APPARATUS MAINT INC							
EMERGENCY APPARATUS MA...	123356	05/31/2022	100-4220-62210	Equipment Maint & Repair	2022 PUMP TEST FEE - ENG 13		473.23
EMERGENCY APPARATUS MA...	123357	05/31/2022	100-4220-62210	Equipment Maint & Repair	2022 PUMP TEST FEE - ENG 91		473.23
EMERGENCY APPARATUS MA...	123358	05/31/2022	100-4220-62210	Equipment Maint & Repair	2022 PUMP TEST FEE - ENG 97		473.23
EMERGENCY APPARATUS MA...	123359	05/31/2022	100-4220-62210	Equipment Maint & Repair	2022 PUMP TEST FEE - TANK...		473.23
Vendor EMERGENCY APPARATUS MAINT INC Total:							1,892.92
Vendor: FALLS TOWING LLC							
FALLS TOWING LLC	14883	06/03/2022	100-4210-62990	Misc. Operating Expense	TOWING CHARGE - CASE #22...		70.00
FALLS TOWING LLC	17953	02/11/2022	100-4210-62990	Misc. Operating Expense	TOWING CHARGE - CASE #22...		125.00
FALLS TOWING LLC	18061	05/24/2022	100-4315-62210	Equipment Maint & Repair	TOWING CHARGE - LARGE T...		648.00
FALLS TOWING LLC	18567	04/25/2022	100-4210-62990	Misc. Operating Expense	TOWING CHARGE - ICR 2250...		90.00
Vendor FALLS TOWING LLC Total:							933.00
Vendor: FIRST AID SERVICES & SUPPLY COMPANY							
FIRST AID SERVICES & SUPPLY...	02700122681	05/31/2022	620-4840-62990	Misc. Operating Expense	FIRST AID SUPPLIES		70.25
Vendor FIRST AID SERVICES & SUPPLY COMPANY Total:							70.25

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Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FLEET SUPPLY							
FLEET SUPPLY	11106	05/05/2022	690-4840-62990	Misc. Operating Expense	BORING MACHINE CHAINS		130.16
FLEET SUPPLY	11468	05/18/2022	100-4194-62230	Building Maint & Repair	LAWN CARE		33.99
FLEET SUPPLY	122265	05/10/2022	680-4840-62880	Personal Protective Equipme...	JETTING GLOVES		14.28
FLEET SUPPLY	122399	05/13/2022	680-4840-62880	Personal Protective Equipme...	JETTING GLOVES		27.48
FLEET SUPPLY	122898	05/25/2022	100-4510-62240	Department Maint & Repair	TANK LID		39.99
Vendor FLEET SUPPLY Total:							245.90
Vendor: FLEXIBLE PIPE TOOL COMPANY							
FLEXIBLE PIPE TOOL COMPA...	27579	05/25/2022	680-4850-62210	Equipment Maint & Repair	PARTS - JET TRUCK REPAIR		469.15
Vendor FLEXIBLE PIPE TOOL COMPANY Total:							469.15
Vendor: GOPHER STATE ONE CALL							
GOPHER STATE ONE CALL	2050783	05/31/2022	690-4850-62360	Distribution Maint	BILLABLE LOCATES - MAY 2022		255.15
Vendor GOPHER STATE ONE CALL Total:							255.15
Vendor: GRAYMONT WESTERN CANADA INC							
GRAYMONT WESTERN CANA...	380853	06/05/2022	620-4840-62160	Chemicals	BULK PEBBLED QUICKLIME		7,518.55
Vendor GRAYMONT WESTERN CANADA INC Total:							7,518.55
Vendor: H & L MESABI COMPANY							
H & L MESABI COMPANY	42050	05/23/2022	100-4510-62210	Equipment Maint & Repair	PLOW CUTTING EDGES		1,082.00
Vendor H & L MESABI COMPANY Total:							1,082.00
Vendor: H & S CONSTRUCTION INC							
H & S CONSTRUCTION INC	1464	06/01/2022	620-4850-62240	Department Maint & Repair	DRIVEWAY REPAIRS - FROM ...		2,167.50
Vendor H & S CONSTRUCTION INC Total:							2,167.50
Vendor: HARRIS COMPUTER SYSTEMS							
HARRIS COMPUTER SYSTEMS	MN00137824	05/31/2022	620-4890-63020	Computer Maintenance & lic...	SMARTWORKS MNTC & HOST...		4,553.00
HARRIS COMPUTER SYSTEMS	MN00137824	05/31/2022	680-4890-63020	Computer Maintenance & lic...	SMARTWORKS MNTC & HOST...		4,553.00
HARRIS COMPUTER SYSTEMS	MN00137824	05/31/2022	690-4890-63020	Computer Maintenance & lic...	SMARTWORKS MNTC & HOST...		9,106.00
Vendor HARRIS COMPUTER SYSTEMS Total:							18,212.00
Vendor: HDR ENGINEERING INC - CHICAGO							
HDR ENGINEERING INC - CHI...	1200435411	05/31/2022	620-4890-63110	Consulting Fees	SERVICES - INTAKE MOVE		906.40
Vendor HDR ENGINEERING INC - CHICAGO Total:							906.40
Vendor: HOFFMAN PHILIPP & MARTELL PLLC							
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	100-4670-63010	Auditing Services	2021 AUDIT SERVICES FEE		11,098.64
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	610-4890-63010	Auditing Services	2021 AUDIT SERVICES		2,474.20
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	620-4890-63010	Auditing Services	2021 AUDIT SERVICES		1,583.74
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	680-4890-63010	Auditing Services	2021 AUDIT SERVICES		1,583.74
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	690-4890-63010	Auditing Services	2021 AUDIT SERVICES		2,113.04
HOFFMAN PHILIPP & MARTE...	12 31 2021	06/21/2022	820-4890-63010	Auditing Services	2021 AUDIT SERVICES		346.64
Vendor HOFFMAN PHILIPP & MARTELL PLLC Total:							19,200.00

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Vendor: HUBERTS OUTDOOR POWER							
HUBERTS OUTDOOR POWER	59153	05/03/2022	690-4850-62210	Equipment Maint & Repair	CHAINS		33.98
Vendor HUBERTS OUTDOOR POWER Total:							33.98
Vendor: IHLE SPARBY AND HAASE PA							
IHLE SPARBY AND HAASE PA	2415	06/01/2022	100-4160-63040	Legal Fees	CRIMINAL SERVICES - MAY 2...		5,095.00
IHLE SPARBY AND HAASE PA	2416	06/01/2022	100-4160-63040	Legal Fees	CONTRACT SERVICES - MAY 2...		2,525.00
Vendor IHLE SPARBY AND HAASE PA Total:							7,620.00
Vendor: INNOVATIVE OFFICE SOLUTIONS LL							
INNOVATIVE OFFICE SOLUTI...	IN3806729	05/27/2022	100-4150-62010	Office Supplies	SUPPLIES		236.90
INNOVATIVE OFFICE SOLUTI...	IN3806729	05/27/2022	100-4670-62010	Office Supplies	SUPPLIES		22.18
Vendor INNOVATIVE OFFICE SOLUTIONS LL Total:							259.08
Vendor: INTOXIMETERS INC							
INTOXIMETERS INC	708240	05/20/2022	100-4210-62990	Misc. Operating Expense	PBT STRAWS		66.00
INTOXIMETERS INC	709138	06/03/2022	100-4210-62990	Misc. Operating Expense	PBT STRAWS		59.75
Vendor INTOXIMETERS INC Total:							125.75
Vendor: JOHN KINSMAN							
JOHN KINSMAN	REIMB 6/2/22	06/02/2022	690-4840-62010	Office Supplies	TABLE FOR CONFERENCE RO...		128.66
Vendor JOHN KINSMAN Total:							128.66
Vendor: JOHNSON BROTHERS LIQUOR							
JOHNSON BROTHERS LIQUOR	2062726	05/31/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		3,285.45
JOHNSON BROTHERS LIQUOR	2062727	05/31/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		3,793.20
JOHNSON BROTHERS LIQUOR	2067387	06/06/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		6,591.45
JOHNSON BROTHERS LIQUOR	2067388	06/06/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		810.00
JOHNSON BROTHERS LIQUOR	2067388	06/06/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		3,712.25
JOHNSON BROTHERS LIQUOR	2067389	06/06/2022	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		85.30
Vendor JOHNSON BROTHERS LIQUOR Total:							18,277.65
Vendor: L & M SUPPLY INC							
L & M SUPPLY INC	1858316	05/03/2022	690-4850-62350	Power Plant/Dam Maint	POWER PLANT DAM CRISIS		19.98
L & M SUPPLY INC	1858809	05/04/2022	630-4840-62990	Misc. Operating Expense	LAMPHOLDER PORC SOCKET		11.98
L & M SUPPLY INC	1859472	05/05/2022	820-4840-62990	Misc. Operating Expense	PUMP & HOSE		157.98
L & M SUPPLY INC	1860875	05/06/2022	100-4220-62990	Misc. Operating Expense	REPLACE BROKEN METER		44.99
L & M SUPPLY INC	1864971	05/12/2022	100-4312-62990	Misc. Operating Expense	MAILBOX		16.88
L & M SUPPLY INC	1865917	05/13/2022	100-4312-62210	Equipment Maint & Repair	HITCH		21.98
L & M SUPPLY INC	1871935	05/20/2022	690-4840-62990	Misc. Operating Expense	RAKE / NOZZLE FOR WASH B...		29.98
L & M SUPPLY INC	1871943	05/20/2022	690-4840-62990	Misc. Operating Expense	NOZZLES FOR OUTDOOR HOS...		23.98
L & M SUPPLY INC	1872095	05/20/2022	100-4220-62230	Building Maint & Repair	MOVE AIR LINES		59.00
Vendor L & M SUPPLY INC Total:							386.75
Vendor: LEAGUE OF MN CITIES INS TRUST							
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	100-4670-63610	Insurance Expense	3RD QTR 2022 WORKERS CO...		42,850.74
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	610-4870-63610	Insurance Expense	3RD QTR WORKERS COMP		3,352.54
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	620-4870-63610	Insurance Expense	3RD QTR WORKERS COMP		2,447.53

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LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	680-4870-63610	Insurance Expense	3RD QTR WORKERS COMP		1,520.65
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	690-4870-63610	Insurance Expense	3RD QTR WORKERS COMP		6,190.62
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022 W C	06/06/2022	820-4870-63610	Insurance Expense	3RD QTR WORKERS COMP		630.92
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	100-4670-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		25,785.51
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	610-4870-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		1,381.80
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	620-4870-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		5,858.97
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	680-4870-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		3,043.09
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	690-4870-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		9,160.44
LEAGUE OF MN CITIES INS TR...	3RD QTR 2022	06/06/2022	820-4870-63610	Insurance Expense	3RD QTR 2022 PROPERTY/CA...		74.19
Vendor LEAGUE OF MN CITIES INS TRUST Total:							102,297.00
Vendor: LEEANN LUND							
LEEANN LUND	12.42	06/06/2022	690-4890-63590	Printing & Publications	CUPCAKES - DALE N RETIREM...		90.00
Vendor LEEANN LUND Total:							90.00
Vendor: LEIGHTON BROADCASTING							
LEIGHTON BROADCASTING	197719-1	05/31/2022	610-4880-63490	Advertising	RADIO ADVERTISING - MAY 2...		600.00
LEIGHTON BROADCASTING	197720-1	05/31/2022	610-4880-63490	Advertising	RADIO ADVERTISING - MAY 2...		480.00
Vendor LEIGHTON BROADCASTING Total:							1,080.00
Vendor: LESLIE MICHAEL COTA							
LESLIE MICHAEL COTA	76757	05/31/2022	610-4890-63030	Contracts Expense	TRACTOR GRASS MOWING S...		230.00
LESLIE MICHAEL COTA	76758	05/31/2022	100-4240-63030	Contracts Expense	TRACTOR GRASS MOWING S...		130.00
Vendor LESLIE MICHAEL COTA Total:							360.00
Vendor: LOCATORS & SUPPLIES INC							
LOCATORS & SUPPLIES INC	300195	06/01/2022	690-4840-62880	Personal Protective Equipme...	REFLECTIVE VEST		157.35
Vendor LOCATORS & SUPPLIES INC Total:							157.35
Vendor: MARCO TECHNOLOGIES LLC NW 7128							
MARCO TECHNOLOGIES LLC ...	10004140	05/27/2022	690-4890-63030	Contracts Expense	COPIER CONTRACT - MAY 20...		74.07
MARCO TECHNOLOGIES LLC ...	10033842	06/07/2022	690-4890-63030	Contracts Expense	COPIER CONTRACT		69.70
Vendor MARCO TECHNOLOGIES LLC NW 7128 Total:							143.77
Vendor: MARK BORSETH							
MARK BORSETH	2022-5	05/31/2022	100-4650-63030	Contracts Expense	PLANNING & ZONING SERVIC...		2,025.00
Vendor MARK BORSETH Total:							2,025.00
Vendor: MATTHEW NELSON							
MATTHEW NELSON	REIMBURSE 06 22	06/15/2022	690-4840-62880	Personal Protective Equipme...	REIMBURSE SAFETY TOED FO...		100.00
Vendor MATTHEW NELSON Total:							100.00
Vendor: MAVERICK WINE							
MAVERICK WINE	781492	05/25/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		1,112.10
MAVERICK WINE	781492	05/25/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		279.96
Vendor MAVERICK WINE Total:							1,392.06
Vendor: MC KINNON COMPANY INC							
MC KINNON COMPANY INC	660293	05/20/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		5,161.25
MC KINNON COMPANY INC	660294	05/20/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		104.00

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MC KINNON COMPANY INC	660330	05/20/2022	610-4810-62520	Beer for Resale	BEER CREDIT		-527.80
MC KINNON COMPANY INC	660498	05/24/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		10,596.45
MC KINNON COMPANY INC	660500	05/24/2022	610-4810-62520	Beer for Resale	BEER CREDIT		-61.02
MC KINNON COMPANY INC	661382	05/27/2022	610-4810-62520	Beer for Resale	BEER PURCHASE		9,804.05
MC KINNON COMPANY INC	661382	05/27/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		343.00
Vendor MC KINNON COMPANY INC Total:							25,419.93
Vendor: MCFOA							
MCFOA	2022/2023 A P	06/15/2022	100-4150-64330	Dues and Subscriptions	2022/2023 MEMBERSHIP DU...		50.00
MCFOA	2022/2023 R O	06/15/2022	100-4150-64330	Dues and Subscriptions	2022/2023 MEMBERSHIP DU...		50.00
Vendor MCFOA Total:							100.00
Vendor: MHSRC/RANGE							
MHSRC/RANGE	337900-9347	06/07/2022	100-4210-63320	Training Expense	EVOC TRAINING - B MEUNIER		455.00
Vendor MHSRC/RANGE Total:							455.00
Vendor: MICHAELS MEATS							
MICHAELS MEATS	72005	05/07/2022	100-4315-62990	Misc. Operating Expense	BEEF PATTIES - CITY SHARE C...		25.00
Vendor MICHAELS MEATS Total:							25.00
Vendor: MIKES AUTOMOTIVE CENTER INC							
MIKES AUTOMOTIVE CENTER ...	2509	05/19/2022	100-4510-62210	Equipment Maint & Repair	TIRE REPAIR		16.57
MIKES AUTOMOTIVE CENTER ...	2575	06/03/2022	100-4510-62210	Equipment Maint & Repair	TIRE REPAIR		31.61
MIKES AUTOMOTIVE CENTER ...	2583	06/06/2022	100-4510-62210	Equipment Maint & Repair	4 - 550 TIRES		1,587.64
MIKES AUTOMOTIVE CENTER ...	2595	06/10/2022	100-4510-62210	Equipment Maint & Repair	MOWER TIRE		167.76
Vendor MIKES AUTOMOTIVE CENTER INC Total:							1,803.58
Vendor: MN DPT OF AGRICULTURE							
MN DPT OF AGRICULTURE	20011061-2023	06/15/2022	610-4890-64370	Taxes and Licenses	FOOD HANDLER LICENSE REN...		77.00
Vendor MN DPT OF AGRICULTURE Total:							77.00
Vendor: MN DPT OF COMMERCE							
MN DPT OF COMMERCE	1000048145	06/01/2022	690-4890-68880	Conservation Program	1ST QTR 2023		3,239.27
Vendor MN DPT OF COMMERCE Total:							3,239.27
Vendor: MN DPT OF HEALTH							
MN DPT OF HEALTH	1570003 - 2ND	06/15/2022	620-4890-64370	Taxes and Licenses	2ND QTR 2022 ENDING JUNE...		8,512.00
Vendor MN DPT OF HEALTH Total:							8,512.00
Vendor: MN DPT OF LABOR & INDUSTRY							
MN DPT OF LABOR & INDUST...	28013196 2022/2023	06/15/2022	620-4890-64370	Taxes and Licenses	BOILER LICENSE RENEWAL - ...		30.00
Vendor MN DPT OF LABOR & INDUSTRY Total:							30.00
Vendor: MORRIS ELECTRONICS INC							
MORRIS ELECTRONICS INC	20167395	05/09/2022	100-4192-63020	Computer Maintenance & lic...	AMI VPN		522.50
MORRIS ELECTRONICS INC	20167429	05/11/2022	100-4192-63020	Computer Maintenance & lic...	EATON CHANGES - MONITOR...		190.00
MORRIS ELECTRONICS INC	20167513	05/17/2022	100-4192-63020	Computer Maintenance & lic...	SERVICE LABOR		1,210.00
MORRIS ELECTRONICS INC	20167534	05/19/2022	100-4192-63020	Computer Maintenance & lic...	AMI VPN CHANGES		213.75
Vendor MORRIS ELECTRONICS INC Total:							2,136.25

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Vendor: MPOWER TECHNOLOGIES INC							
MPOWER TECHNOLOGIES INC	4820	06/09/2022	690-4890-63030	Contracts Expense	MPOWER ANNUAL MAINTEN...		8,700.00
Vendor MPOWER TECHNOLOGIES INC Total:							8,700.00
Vendor: NELSON INTERNATIONAL							
NELSON INTERNATIONAL	X105052912 01	04/08/2022	100-4312-62210	Equipment Maint & Repair	ALTERNATOR		195.47
NELSON INTERNATIONAL	X105052952 01	04/11/2022	100-4315-62210	Equipment Maint & Repair	RTN CREDIT - WATER PUMP		-326.11
NELSON INTERNATIONAL	X105052953 01	04/11/2022	100-4315-62210	Equipment Maint & Repair	COOLANT PORT		-39.10
NELSON INTERNATIONAL	X105053461 01	04/27/2022	100-4312-62210	Equipment Maint & Repair	ABS BRAKES		70.63
NELSON INTERNATIONAL	X105053872 01	05/10/2022	100-4312-62210	Equipment Maint & Repair	SPRING BRAKE		77.98
NELSON INTERNATIONAL	X105054114.01	05/18/2022	100-4220-62210	Equipment Maint & Repair	FUEL LEAK - RESCUE 01		22.28
NELSON INTERNATIONAL	X105054154.01	05/23/2022	100-4220-62210	Equipment Maint & Repair	REPLACE LEAKY RADIATOR - ...		1,065.39
Vendor NELSON INTERNATIONAL Total:							1,066.54
Vendor: NORTH SHORE ANALYTICAL INC							
NORTH SHORE ANALYTICAL I...	13945	06/08/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		685.00
Vendor NORTH SHORE ANALYTICAL INC Total:							685.00
Vendor: NORTHERN MOTORS INC							
NORTHERN MOTORS INC	6011412	05/11/2022	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		68.05
Vendor NORTHERN MOTORS INC Total:							68.05
Vendor: NORTHERN STATE BANK							
NORTHERN STATE BANK	MAY 2022	06/01/2022	100-4150-63030	Contracts Expense	MONTHLY SERVICE CHARGE -...		292.64
Vendor NORTHERN STATE BANK Total:							292.64
Vendor: NORTHWOODS ICE OF BEMIDJI INC							
NORTHWOODS ICE OF BEMID...	55398	05/26/2022	610-4810-62590	Misc. Mdse for Resale	ICE PURCHASE		105.00
NORTHWOODS ICE OF BEMID...	56268	05/21/2022	610-4810-62590	Misc. Mdse for Resale	ICE PURCHASE		270.00
Vendor NORTHWOODS ICE OF BEMIDJI INC Total:							375.00
Vendor: O'REILLY AUTOMOTIVE INC							
O'REILLY AUTOMOTIVE INC	1519-303121	05/04/2022	100-4210-62990	Misc. Operating Expense	ARMOR ALL WIPES		20.97
O'REILLY AUTOMOTIVE INC	1519-303374	05/06/2022	100-4210-62210	Equipment Maint & Repair	HEADLIGHTS		64.88
O'REILLY AUTOMOTIVE INC	1519-305253	05/25/2022	100-4210-62990	Misc. Operating Expense	CAR WASH SUPPLIES		30.27
Vendor O'REILLY AUTOMOTIVE INC Total:							116.12
Vendor: PENNINGTON CO HUMANE SOCIETY							
PENNINGTON CO HUMANE S...	JUN 2022	06/15/2022	100-4210-63100	Animal Control	ANIMAL CONTROL SERVICES -...		1,400.00
Vendor PENNINGTON CO HUMANE SOCIETY Total:							1,400.00
Vendor: PENNINGTON CO RECORDER							
PENNINGTON CO RECORDER	123515	06/15/2022	100-4650-62990	Misc. Operating Expense	RECORDING FEES - G USELDI...		56.00
PENNINGTON CO RECORDER	123515	06/15/2022	100-4650-62990	Misc. Operating Expense	RECORDING FEES - CITY OF T...		46.00
PENNINGTON CO RECORDER	123515	06/15/2022	100-4650-62990	Misc. Operating Expense	RECORDING FEES - J MUZZY		46.00
Vendor PENNINGTON CO RECORDER Total:							148.00
Vendor: PENNINGTON FAST LUBE INC							
PENNINGTON FAST LUBE INC	77319	05/06/2022	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		60.45
PENNINGTON FAST LUBE INC	77344	06/10/2022	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		47.45

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PENNINGTON FAST LUBE INC	77353	05/11/2022	100-4210-62120	Gas-Oil-Lube	OIL CHANGE - 2018 EXPLORER		44.95
PENNINGTON FAST LUBE INC	77499	05/27/2022	690-4840-62120	Gas-Oil-Lube	OIL CHANGE - UNIT #111		122.84
PENNINGTON FAST LUBE INC	77516	06/01/2022	690-4840-62120	Gas-Oil-Lube	OIL CHANGE - UNIT #110		111.95
Vendor PENNINGTON FAST LUBE INC Total:							387.64
Vendor: PHILLIPS WINE & SPIRITS							
PHILLIPS WINE & SPIRITS	6407890	06/06/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		5,292.70
PHILLIPS WINE & SPIRITS	6407891	06/06/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		663.75
PHILLIPS WINE & SPIRITS	6407891	06/06/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		1,052.00
PHILLIPS WINE & SPIRITS	6407892	06/06/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		80.00
PHILLIPS WINE & SPIRITS	6407892	06/06/2022	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		138.50
PHILLIPS WINE & SPIRITS	6407893	06/06/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		25,789.50
PHILLIPS WINE & SPIRITS	6407894	06/06/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		48.16
Vendor PHILLIPS WINE & SPIRITS Total:							33,064.61
Vendor: PURDY'S SHOE STORE INC							
PURDY'S SHOE STORE INC	189027	06/06/2022	100-4220-62890	Uniforms/ID Clothing	UNIFORM PANTS		312.00
Vendor PURDY'S SHOE STORE INC Total:							312.00
Vendor: QUALITY FARM SUPPLY INC							
QUALITY FARM SUPPLY INC	127651	06/01/2022	690-4850-62350	Power Plant/Dam Maint	WEED KILLER		97.69
QUALITY FARM SUPPLY INC	127671	06/02/2022	100-4510-62240	Department Maint & Repair	BROAD LEAF CHEMICAL		914.05
Vendor QUALITY FARM SUPPLY INC Total:							1,011.74
Vendor: QUALITY SPRAY FOAM / ANDERSON EXCAVATING							
QUALITY SPRAY FOAM / AND...	1292	06/16/2022	670-4890-63030	Contracts Expense	DIRT/SEED REPAIR - STORM ...		2,500.00
Vendor QUALITY SPRAY FOAM / ANDERSON EXCAVATING Total:							2,500.00
Vendor: RAILROAD MANAGEMENT CO III LLC							
RAILROAD MANAGEMENT CO...	458748	04/28/2022	620-4890-64370	Taxes and Licenses	10" WATER PIPELINE CROSSI...		313.34
Vendor RAILROAD MANAGEMENT CO III LLC Total:							313.34
Vendor: RED LAKE ELECTRIC COOP INC							
RED LAKE ELECTRIC COOP INC	MAY 2022	06/15/2022	680-4830-63890	Utilities Expense	ELECTRIC READING - LIFT #15		109.20
Vendor RED LAKE ELECTRIC COOP INC Total:							109.20
Vendor: RMB ENVIRONMENTAL LAB INC							
RMB ENVIRONMENTAL LAB I...	30365	06/02/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		363.00
RMB ENVIRONMENTAL LAB I...	30477	06/02/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		343.00
RMB ENVIRONMENTAL LAB I...	30750	06/03/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		343.00
RMB ENVIRONMENTAL LAB I...	30950	05/31/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		15.00
RMB ENVIRONMENTAL LAB I...	30951	06/04/2022	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		79.00
Vendor RMB ENVIRONMENTAL LAB INC Total:							1,143.00
Vendor: SANITATION PRODUCTS INC							
SANITATION PRODUCTS INC	82589	05/26/2022	670-4850-62210	Equipment Maint & Repair	ROCKER SWITCH		38.82
Vendor SANITATION PRODUCTS INC Total:							38.82
Vendor: SOUTHERN GLAZERS OF MN							
SOUTHERN GLAZERS OF MN	2215897	05/25/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		225.00

Council Approval Register
Packet: APPKT00333 - 06/21/22 COUNCIL MEETING BILLS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
SOUTHERN GLAZERS OF MN	2217278	05/31/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		540.00
SOUTHERN GLAZERS OF MN	2217279	05/31/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		8,344.96
SOUTHERN GLAZERS OF MN	2217279	05/31/2022	610-4810-62530	Wine for Resale	WINE PURCHASE		424.00
SOUTHERN GLAZERS OF MN	2217282	05/31/2022	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		6,054.15
Vendor SOUTHERN GLAZERS OF MN Total:							15,588.11
Vendor: ST HILAIRE SUPPLY COMPANY							
ST HILAIRE SUPPLY COMPANY	372187	05/26/2022	620-4850-62200	System Expense	CLAMP / INSERT - FAIRGROU...		82.46
Vendor ST HILAIRE SUPPLY COMPANY Total:							82.46
Vendor: STEVEN O KVASAGER							
STEVEN O KVASAGER	2033	06/11/2022	690-4850-62230	Building Maint & Repair	FIRE ALARM SYS INSTALL		943.44
STEVEN O KVASAGER	2034	06/11/2022	690-4890-63030	Contracts Expense	FIRE ALARM MONITORING S...		13.65
Vendor STEVEN O KVASAGER Total:							957.09
Vendor: STUART C IRBY CO							
STUART C IRBY CO	126574043.003	06/01/2022	690-14100	Inventory - Materials	CABLE		24,449.08
STUART C IRBY CO	5012657404.001	05/23/2022	690-14100	Inventory - Materials	PRIMARY WIRE - 750 MCM		39,381.49
STUART C IRBY CO	5012757002.002	05/02/2022	690-14100	Inventory - Materials	HEAT SHRINK		792.21
Vendor STUART C IRBY CO Total:							64,622.78
Vendor: T R F RADIO							
T R F RADIO	29849-5	05/31/2022	610-4880-63490	Advertising	RADIO ADVERTISING - MAY 2...		550.00
T R F RADIO	30795-1	05/15/2022	610-4880-63490	Advertising	RADIO ADVERTISING - MAY 2...		3,000.00
T R F RADIO	30796-1	05/15/2022	610-4880-63490	Advertising	RADIO ADVERTISING - MAY 2...		2,493.00
Vendor T R F RADIO Total:							6,043.00
Vendor: TEAM LABORATORY CHEMICAL LLC							
TEAM LABORATORY CHEMIC...	30715	05/31/2022	680-4840-62160	Chemicals	PRE TREATMENT CHEMICALS		892.50
Vendor TEAM LABORATORY CHEMICAL LLC Total:							892.50
Vendor: THIEF RIVER FALLS TIMES							
THIEF RIVER FALLS TIMES	MAY 2022 CLKS	05/31/2022	100-4210-63590	Printing & Publications	ADVERTISING - PATROL OFFI...		199.00
THIEF RIVER FALLS TIMES	MAY 2022 LQR	05/31/2022	610-4810-62590	Misc. Mdse for Resale	NEWSPAPERS		84.80
THIEF RIVER FALLS TIMES	MAY 2022 LQR	05/31/2022	610-4880-63490	Advertising	VISITORS GUIDE		260.00
Vendor THIEF RIVER FALLS TIMES Total:							543.80
Vendor: THIEF RIVER FORD INC							
THIEF RIVER FORD INC	166463	05/04/2022	100-4210-62120	Gas-Oil-Lube	OIL CHANGE		68.72
Vendor THIEF RIVER FORD INC Total:							68.72
Vendor: THYGESON CONSTRUCTION							
THYGESON CONSTRUCTION	05 26 22	05/26/2022	820-4890-63030	Contracts Expense	48 YDS TOPSOIL		936.00
Vendor THYGESON CONSTRUCTION Total:							936.00
Vendor: TYLER TECHNOLOGIES INC							
TYLER TECHNOLOGIES INC	025-382290	05/31/2022	500-4680-65900	Work in Process-Construction	ENERGOV IMPLEMENTATION		1,105.00
TYLER TECHNOLOGIES INC	025-382291	05/31/2022	500-4680-65900	Work in Process-Construction	METER READER INTERFACE &...		32.50
Vendor TYLER TECHNOLOGIES INC Total:							1,137.50

Council Approval Register

Packet: APPKT00333 - 06/21/22 COUNCIL MEETING BILLS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ULINE							
ULINE	149475052	05/26/2022	620-4840-62990	Misc. Operating Expense	PAPER TOWELS		204.68
Vendor ULINE Total:							204.68
Vendor: VERIZON WIRELESS #486397938							
VERIZON WIRELESS #486397...	9907774123	06/01/2022	100-4210-63210	Communication Expense	MONTHLY ACCESS CHARGES		185.13
Vendor VERIZON WIRELESS #486397938 Total:							185.13
Vendor: WASTE MASTERS LLC							
WASTE MASTERS LLC	241	05/07/2022	100-4315-63030	Contracts Expense	SPRING CLEAN UP		1,809.43
WASTE MASTERS LLC	242	05/07/2022	100-4315-63030	Contracts Expense	SPRING CLEAN UP		975.00
WASTE MASTERS LLC	245	05/31/2022	100-4315-63030	Contracts Expense	GARBAGE TIPPING FEES - MA...		25,728.23
WASTE MASTERS LLC	25X00262	05/31/2022	100-4315-63030	Contracts Expense	GARBAGE COLLECTION - MAY...		162.50
Vendor WASTE MASTERS LLC Total:							28,675.16
Vendor: WAUKESHA COUNTY TECHNICAL COLLEGE							
WAUKESHA COUNTY TECHNICAL COLLEGE	S0771530	05/26/2022	100-4210-63320	Training Expense	COURSE FEES - FTO TRNG S ...		485.00
WAUKESHA COUNTY TECHNICAL COLLEGE	S0771530	05/26/2022	100-4210-63320	Training Expense	COURSE FEES - FTO TRNG B ...		485.00
Vendor WAUKESHA COUNTY TECHNICAL COLLEGE Total:							970.00
Vendor: WIKSTROM TELECOM - INTERNET							
WIKSTROM TELECOM - INTERNET	060122	06/01/2022	690-4850-62350	Power Plant/Dam Maint	CAMERA INSTALL		129.00
Vendor WIKSTROM TELECOM - INTERNET Total:							129.00
Vendor: YVONNE PEDERSON							
YVONNE PEDERSON	JUL 2022	06/15/2022	810-4820-61500	Annuity Payments	POLICE PENSION - JUL 2022		1,025.57
Vendor YVONNE PEDERSON Total:							1,025.57
Grand Total:							466,417.59

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	144,676.71
500 - 2019 SOFTWARE PROJECT	1,137.50
610 - LIQUOR DISPENSARY	125,496.70
620 - WATER UTILITY FUND	47,816.16
630 - ARENAS - VENUWORKS	11.98
670 - STORM WATER UTILITY FUND	2,538.82
680 - WASTEWATER UTILITY FUND	14,190.55
690 - ELECTRIC UTILITY FUND	127,377.87
810 - POLICE RELIEF ASSOCIATION	1,025.57
820 - GREENWOOD CEMETERY FUND	2,145.73
Grand Total:	466,417.59

Account Summary

Account Number	Account Name	Expense Amount
100-4150-62010	Office Supplies	236.90
100-4150-63030	Contracts Expense	292.64
100-4150-64330	Dues and Subscriptions	100.00
100-4160-63040	Legal Fees	7,620.00
100-4192-63020	Computer Maintenance & ..	2,136.25
100-4194-62230	Building Maint & Repair	71.98
100-4194-62990	Misc. Operating Expense	434.68
100-4210-62120	Gas-Oil-Lube	389.62
100-4210-62210	Equipment Maint & Repair	64.88
100-4210-62990	Misc. Operating Expense	494.94
100-4210-63100	Animal Control	1,430.00
100-4210-63210	Communication Expense	185.13
100-4210-63320	Training Expense	1,570.01
100-4210-63590	Printing & Publications	199.00
100-4220-62210	Equipment Maint & Repair	3,929.88
100-4220-62230	Building Maint & Repair	59.00
100-4220-62890	Uniforms/ID Clothing	312.00
100-4220-62990	Misc. Operating Expense	44.99
100-4240-63030	Contracts Expense	928.00
100-4312-62210	Equipment Maint & Repair	366.06
100-4312-62240	Department Maint & Repa..	327.16
100-4312-62260	Signs-Brooms-Paint	3,381.95
100-4312-62990	Misc. Operating Expense	16.88
100-4315-62210	Equipment Maint & Repair	355.19
100-4315-62990	Misc. Operating Expense	25.00
100-4315-63030	Contracts Expense	28,675.16
100-4510-62210	Equipment Maint & Repair	2,885.58
100-4510-62240	Department Maint & Repa..	5,328.04

Account Summary

Account Number	Account Name	Expense Amount
100-4510-62990	Misc. Operating Expense	705.72
100-4650-62990	Misc. Operating Expense	148.00
100-4650-63030	Contracts Expense	2,025.00
100-4670-62010	Office Supplies	22.18
100-4670-62990	Misc. Operating Expense	180.00
100-4670-63010	Auditing Services	11,098.64
100-4670-63610	Insurance Expense	68,636.25
500-4680-65900	Work in Process-Construct..	1,137.50
610-4810-62510	Liquor for Resale	69,481.38
610-4810-62520	Beer for Resale	29,429.70
610-4810-62530	Wine for Resale	10,116.45
610-4810-62540	Soft Drinks/Mix for Resale	714.39
610-4810-62590	Misc. Mdse for Resale	459.80
610-4840-62010	Office Supplies	47.98
610-4840-62990	Misc. Operating Expense	125.32
610-4850-62210	Equipment Maint & Repair	14.47
610-4850-62230	Building Maint & Repair	208.67
610-4870-63610	Insurance Expense	4,734.34
610-4880-63490	Advertising	7,383.00
610-4890-63010	Auditing Services	2,474.20
610-4890-63030	Contracts Expense	230.00
610-4890-64370	Taxes and Licenses	77.00
620-4840-62160	Chemicals	21,064.31
620-4840-62990	Misc. Operating Expense	296.91
620-4850-62200	System Expense	82.46
620-4850-62240	Department Maint & Repa..	2,167.50
620-4870-63610	Insurance Expense	8,306.50
620-4890-63010	Auditing Services	1,583.74
620-4890-63020	Computer Maintenance & ..	4,553.00
620-4890-63110	Consulting Fees	906.40
620-4890-64370	Taxes and Licenses	8,855.34
630-4840-62990	Misc. Operating Expense	11.98
670-4850-62210	Equipment Maint & Repair	38.82
670-4890-63030	Contracts Expense	2,500.00
680-4830-63890	Utilities Expense	109.20
680-4840-62160	Chemicals	892.50
680-4840-62170	Field Supplies	1,828.00
680-4840-62880	Personal Protective Equi...	41.76
680-4850-62210	Equipment Maint & Repair	469.15
680-4850-62220	Lift Station and Pond Mai...	149.46
680-4870-63610	Insurance Expense	4,563.74
680-4890-63010	Auditing Services	1,583.74

Account Summary

Account Number	Account Name	Expense Amount
680-4890-63020	Computer Maintenance & ..	4,553.00
690-14100	Inventory - Materials	86,318.72
690-4840-62010	Office Supplies	128.66
690-4840-62120	Gas-Oil-Lube	234.79
690-4840-62880	Personal Protective Equi...	257.35
690-4840-62990	Misc. Operating Expense	184.12
690-4850-62210	Equipment Maint & Repair	33.98
690-4850-62230	Building Maint & Repair	961.64
690-4850-62350	Power Plant/Dam Maint	246.67
690-4850-62360	Distribution Maint	255.15
690-4870-63610	Insurance Expense	15,351.06
690-4890-63010	Auditing Services	2,113.04
690-4890-63020	Computer Maintenance & ..	9,106.00
690-4890-63030	Contracts Expense	8,857.42
690-4890-63590	Printing & Publications	90.00
690-4890-68880	Conservation Program	3,239.27
810-4820-61500	Annuity Payments	1,025.57
820-4840-62990	Misc. Operating Expense	157.98
820-4870-63610	Insurance Expense	705.11
820-4890-63010	Auditing Services	346.64
820-4890-63030	Contracts Expense	936.00
Grand Total:		466,417.59

Project Account Summary

Project Account Key	Expense Amount
None	466,417.59
Grand Total:	466,417.59



City of Thief River Falls

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

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

Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.3 Open position of Journey Lineworker

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

MOTION TO: Accept and authorize the Electric Department to begin the process to open a position of a full-time Journey Lineworker. The position shall be opened to Teamster Union #320 employees for ten days, as part of the Teamster 320 Union Contract. If the position is not filled through this process, the position will be opened to the public for filling.

BACKGROUND: A position of Lineworker was vacated by the resignation of Darrin Larson, effective June 1, 2022. The Journey Lineworker position is needed to be filled to ensure successful operation of the Electric Department.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is a budgeted 2022 position.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: John Kinsman, Interim Electric Superintendent

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.4 Approval of Appointment of Jeremy Treitline as Senior Billing Clerk

RECOMMENDATION: Approval of Appointment of Jeremy Treitline as Senior Billing Clerk

MOTION TO: To approve the Teamster #320 Internal Transfer of Jeremy Treitline from Billing Clerk II to Senior Billing Clerk, effective June 22, 2022. Mr. Treitline's wage shall be frozen at his current rate of \$29.25 per hour and effective September 3, 2022, he shall be placed at Step 1 of the Senior Billing Clerk salary schedule for a starting salary of \$30.66 per hour. It should be noted that Mr. Treitline has 30 days to return to his former position, as per Union Contract.

BACKGROUND: Patsy Lindquist, has submitted her retirement effective September 2, 2022. To continue efficient operations of the Billing Office, the position needed to be filled prior to her leaving. This allows sufficient time for training before her retirement. The City Council adopted Resolution No. 5-92-22 authorizing that the position of Senior Billing Clerk be opened to Teamster #320 Public Work employees. Jeremy Treitline, Billing Clerk II, was determined to be qualified to fill the position of Senior Billing Clerk.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: The Senior Billing Clerk is a budgeted position.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.5 Approve Progression Raise for Ricky Swanson, Public Works Maintenance

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

MOTION TO: Approve Ricky Swanson, Public Works Maintenance, the one-year progression raise to Step 4 of the Grade Level 4 Public Works Maintenance salary schedule, for a new hourly wage of \$25.46 effective May 5, 2022.

BACKGROUND: The City Council, by Resolution No. 5-118-21, appointed Ricky Swanson as Public Works Maintenance, at Step 2 of the Grade Level 4 Public Works Maintenance salary schedule for a starting salary of \$19.53 per hour, effective May 5, 2021. Mr. Swanson moved to Step 3 of the Grade Level 4 on November 5, 2021 for a salary of \$22.24 per hour.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is a budgeted item for 2022.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.6 Approve Progression Raise for Turner Sawatzke, Public Works Maintenance

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

MOTION TO: Approve Turner Sawatzke, Public Works Maintenance, the one-year progression raise to Step 5 top of the Grade Level 4, for a new hourly wage of \$28.18 effective May 10, 2022.

BACKGROUND: The City Council, by Resolution No. 5-107-21, appointed Turner Sawatzke as Public Works Maintenance, at Step 4 of the Grade Level 4 Public Works Maintenance salary schedule for a starting salary of \$24.96 per hour, effective May 10, 2021.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is a budgeted item for 2022.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.7 Approve Progression Raise for Keaton Huot, Public Works Maintenance

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

MOTION TO: Approve Keaton Huot, Public Works Maintenance, the one-year progression raise to Step 4 of the Grade Level 4 Public Works Maintenance salary schedule, for a new hourly wage of \$25.46 effective May 10, 2022.

BACKGROUND: The City Council, by Resolution No. 5-107-21, appointed Keaton Huot as Public Works Maintenance, at Step 2 of the Grade Level 4 Public Works Maintenance salary schedule for a starting salary of \$19.53 per hour, effective May 10, 2021. Mr. Huot moved to Step 3 of the Grade Level 4 on November 10, 2021 for a salary of \$22.24 per hour.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is a budgeted item for 2022.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #7.8 APPROVAL OF FORM FOR BREWER NOTIFICATION TO FURNISH MALT LIQUOR FOR SAMPLING APPLICATION, AND APPROVAL OF APPLICATION OF RIVERS & RAILS BREWERY FOR A SAMPLING EVENT AT THE PENNINGTON COUNTY FAIRGROUNDS ON JULY 17, 2022.

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

MOTION TO: By the City Council, to approve:

1. The attached application form for Brewer Notification To Furnish Malt Liquor For Sampling;
2. A \$35.00 application fee for said applications;
3. Rivers & Rails Brewery, a licensed microbrewery, holding a Sampling Event to be held on July 17, 2022 during the Pennington County Fair from 12:00 p.m. to 8:00 p.m., contingent upon State approval, provision of a signed indemnification and hold harmless agreement, and provision of proof of insurance for said site location and event, which names the City of Thief River Falls, MN, as an additional insured.

BACKGROUND: Minnesota State Statute 340.510, provides for State approval of Malt Liquor Sampling;

KEY ISSUES: Rivers & Rails Brewery, a licensed microbrewery, has applied to provide notification of a proposed malt liquor Sampling Event to be held on July 17, 2022 during the Pennington County Fair from 12:00 p.m. to 8:00 p.m.;

FINANCIAL CONSIDERATIONS: The license fee is \$35 per day.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Renee Olson, Administrative Services

ATTACHMENTS:

1.	Minn Statute 340A510 Samples
2.	River & Rails Brewery Samples State Application
3.	River & Rails Brewery Samples City Application

340A.510 SAMPLES.

Subdivision 1. **Samples for other than malt liquor authorized.** On- or off-sale retail licensees and municipal liquor stores may provide, or permit a licensed manufacturer or a wholesaler or its agents to provide on the premises of the retail licensee or municipal liquor store, samples of wine, liqueurs, cordials, and distilled spirits which the retail licensee or municipal liquor store currently has in stock and is offering for sale to the general public without obtaining an additional license, provided the wine, liqueur, cordial, and distilled spirits samples are dispensed at no charge and consumed on the licensed premises during the permitted hours of sale in a quantity less than 50 milliliters of wine per variety per customer, 25 milliliters of liqueur or cordial, and 15 milliliters of distilled spirits per variety per customer.

Subd. 2. **Malt liquor samples authorized.** (a) Notwithstanding section 340A.308, a brewer may purchase from or furnish at no cost to a licensed retailer malt liquor the brewer manufactures if:

(1) the malt liquor is dispensed by the retailer only for samples in a quantity of less than 100 milliliters of malt liquor per variety per customer;

(2) where the brewer furnishes the malt liquor, the retailer makes available for return to the brewer any unused malt liquor and empty containers;

(3) the samples are dispensed by an employee of the retailer or brewer or by a sampling service retained by the retailer or brewer and not affiliated directly or indirectly with a malt liquor wholesaler;

(4) not more than three cases of malt liquor are purchased from or furnished to the retailer by the brewer for each sampling;

(5) each sampling continues for not more than eight hours;

(6) the brewer has furnished malt liquor for not more than 12 samplings for any retailer in any calendar year;

(7) where the brewer furnishes the malt liquor, the brewer delivers the malt liquor for the sampling to its exclusive wholesaler for that malt liquor;

(8) the brewer has at least seven days before the sampling filed with the commissioner, on a form the commissioner prescribes, written notice of intent to furnish malt liquor for the sampling, which contains (i) the name and address of the retailer conducting the sampling, (ii) the maximum amount of malt liquor to be furnished or purchased by the brewer, (iii) the number of times the brewer has furnished malt liquor to the retailer in the calendar year in which the notice is filed, (iv) the date and time of the sampling, (v) where the brewer furnishes the malt liquor, the exclusive wholesaler to whom the brewer will deliver the malt liquor, and (vi) a statement by the brewer to the effect that to the brewer's knowledge all requirements of this section have been or will be complied with; and

(9) the commissioner has not notified the brewer filing the notice under clause (8) that the commissioner disapproves the notice.

(b) For purposes of this subdivision, "licensed retailer" means a licensed on-sale or off-sale retailer of alcoholic beverages and a municipal liquor store.

History: *1Sp1986 c 3 art 1 s 43; 1987 c 152 art 1 s 1; 1989 c 49 s 6; 1996 c 418 s 11; 1998 c 364 s 7; 2003 c 126 s 13,14; 2014 c 240 s 19*



Minnesota Department Of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT
445 Minnesota Street - Suite 1600
St. Paul, MN 55101-5133
(651)201-7504 TDD (651)282-6555 Fax (651)297-5259
Brewer.Sampling.Notification@state.mn.us

BREWER NOTIFICATION TO FURNISH MALT LIQUOR FOR SAMPLING

6-15-22
Date of Notification

Jonny Artmann - Head Brewer - 952-239-0820
Name and title of person completing this notification & contact phone #

BREWER INFORMATION

Jonny M Artmann
Brewer Name

324 2nd St E, Thief River Falls, MN 56701
Brewer Address

Brass Collar Cream Ale
Brand name of product to be sampled

5 gallons / 640 oz
Amount of product to be provided

Northwest Beverage - Contact Aaron Enge
Name of Wholesaler that will make delivery

0
Number of times a product has been provided to this retailer for sampling in the past calendar year

RETAILER INFORMATION

Rivers & Rails Brewing Co.
Retailer conducting sampling

324 2nd St E, Thief River Falls, MN 56701
Retailer address

17-July-2022 12pm - 8pm
Sampling date Hours

The brewer named in this notification acknowledges the provisions of M.S. §340A510 and agrees to comply with all requirements

[Signature]
Signature (Authorized brewer representative acknowledging above information to be true and correct).

NOTE: All information to be completed by brewer representative.



CITY OF THIEF RIVER FALLS

Brewer Notification to Furnish Malt Liquor for Sampling Application

APPLICANT: Rivers & Rails Brewing / Jonny Artmann
(the samples are dispensed by an employee of the retailer or brewer or by a sampling service retained by the retailer or brewer and not affiliated directly or indirectly with a malt liquor wholesaler)

CONTACT PERSON: Jonny M. Artmann

ADDRESS: 324 2nd St. E, Thief River Falls, MN 56701

PHONE: 952-239-0820

TYPE OF EVENT: County Fair

SAMPLING DATE: 17-July-2022

HOURS OF OPERATION: 12pm-8pm

FACILITY/PLACE TO BE USED: Pennington County Fairgrounds

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

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

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

Cost of the Permit is \$35.00 per day.

Applicant shall comply with all restrictions, limitations, and regulations for the Samples of Malt Liquor under the City Code and State Statute 340A.510 Samples.

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

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

[Signature]
SIGNATURE OF APPLICANT

17-Jun-2022
DATE



City of Thief River Falls

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

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

Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.1 FERC Relicensing of the Municipal Power Dam Hydroelectric Project

RECOMMENDATION: It is respectfully requested the City Council accept the Public Utilities Committee's recommendation:

MOTION TO: To Accept the proposal from HDR, INC for the FERC relicensing of the Municipal Power Dam Hydroelectric Project in the amount of \$260,000.00

BACKGROUND: The City of Thief River Falls has an existing 30-year license for the dam that expires August 31, 2028. Relicensing takes several years to complete. A pre-application document and a Notice of Intent must be submitted in 2023 and the Final License Application submitted by November of 2026.

Throughout the relicensing process the City and HDR will track the budget associated with the relicensing support activities with the understanding that additional budget may be required for specific tasks. Those will be addressed in a timely manner if they become necessary.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: The cost of the relicensing will be from the Electric department funds.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angie Philipp, City Administrator

ATTACHMENTS:

1.	Thief River_Falls_FERC_Relicensing 20220329
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March 31, 2022

Mr. Dale Narlock
Electric Superintendent
Thief River Falls Electric Department
1711 1st Street West
Thief River Falls, MN 56701

**Subject: Proposal for FERC Relicensing
Municipal Power Dam Hydroelectric Project (FERC No. 11546)**

Dear Mr. Narlock:

HDR appreciates the opportunity to present this proposal to the City of Thief River Falls (the City) for professional services associated with the upcoming Federal Energy Regulatory Commission (“FERC” or “Commission”) relicensing of the City’s Municipal Power Dam Hydroelectric Project (Project). This proposal provides the scope of work, schedule, and recommended budget allowances for supporting the base relicensing activities starting with initial strategic planning and through the filing of the City’s Final License Application (FLA) for the 550-kilowatt Project.

Relicensing Approach

HDR’s proposal is based on three decades of providing FERC relicensing services to the hydropower industry. Through this experience, HDR has developed an extensive knowledge of FERC’s relicensing process and how to help our clients meet their relicensing goals and objectives. Our proposal to support the City with the relicensing of the Municipal Power Dam Project is based on our depth of experience and the relicensing tools and templates that we have developed and refined over the years. In addition, our approach to support the City with the upcoming relicensing is based on the following strategies:

- **Leverage HDR’s Local Staff and Minnesota Relicensing Experience** – HDR recently filed the FLAs for Minnesota Power’s Grand Rapids and Prairie River Projects, located on the Mississippi and Prairie Rivers, respectively. Through these proceedings, as well as other relicensings and hydropower compliance activities, HDR has a thorough understanding of the relicensing requests and conversations that the City will encounter over the course of the proceeding. Supporting our local team, HDR is proposing the same hydropower relicensing specialists, Kelly MacVane and Devin Malkin, who supported Minnesota Power. In addition to our Thief River and Minneapolis-based team, Kelly and Devin have extensive experience working with the agencies that will be engaged in the proceeding. HDR’s team also includes Don Pereira, PhD, as the team’s Senior Fisheries Lead. As the former Minnesota Department of Natural Resources (MDNR) Chief, Section of Fisheries, Don has a comprehensive understanding of the aquatic resources associated with Red Lake River and the State’s approach to managing these resources. HDR will also

be able to leverage a variety of local subject matter experts on an as-needed basis over the course of the five-year proceeding.

- **Leverage the Studies and the Post-ECPA Consultation Performed to Date** – Beneficial to the City is that the Project's existing license was issued following passage of the Electric Consumers Protection Act (ECPA) of 1986. ECPA required FERC to perform a thorough assessment of the environmental impacts of the Project and balance these impacts with the benefits of power generation. As a result, robust water quality studies and post-license issuance water quality monitoring was performed, the Project's run-of-river operations and the 1115.3 and 1115.5 summer and winter target elevations were established, and the Project's recreational access ramp was installed. Based on the robust post-ECPA consultation that was performed and the Project's "modern" license, the City has the ability to leverage the previous licensing and the resulting measures to help streamline the pending proceeding. Using the Pre-Application Document (PAD) and initial consultation activities to educate Project stakeholders on the level of study and consultation performed to date will be important to a successful relicensing.
- **Approach as a True Minor Project** – Given that the City's Municipal Power Dam Project is a minor project and not subject to Parts 14 or 15 of the Federal Power Act, the City has the opportunity to streamline the license application to pursue the subsequent license. In particular, the City and HDR can make the decision to forego application requirements such as Exhibit H. Given the Project's limited generation and footprint, HDR recommends educating the Project's stakeholders on the limited impacts of the Project and how FERC views the Project as a Minor Project.
- **Utilize the Pre-filing Period and Hit the Ground Running** - Given FERC's statutory requirement for filing the PAD and Notice of Intent (NOI) between March 1 and August 31, 2023, it is timely to initiate the relicensing process. Once the PAD and NOI are filed, the relicensing process is driven by a series of required filings and schedule milestones. Using the time prior to the initial filings to establish the relicensing strategy and define the City's relicensing goals and objectives will be beneficial to the City. HDR appreciates the importance of this pre-filing period and how a well-developed strategy can result in downstream cost savings. HDR is ready to begin this work immediately and will commit the appropriate resources to successfully support the City during the initial relicensing tasks and throughout the relicensing proceeding.

1.0 Project Understanding

The Municipal Power Dam Hydroelectric Project's existing 30-year license was issued on September 16, 1998, with an effective date of September 1, 1998. Therefore, the Project's existing license expires on August 31, 2028. Based on the Commission's regulations, in order to obtain a subsequent license for the Project, the City must file the NOI and PAD by August 31, 2023, and the FLA by November 30, 2026.

Given the Project's run-of-river operations, in combination with the results of the three-year water quality monitoring effort that was performed following issuance of the Project's existing license and the deployment of the tailwater net during low flow periods, there appears to be a considerable level of existing information that the City and HDR will be able to leverage in support of obtaining the Project's subsequent license. In addition, given the Project's existing post-ECPA license, it appears that the Commission's Traditional Licensing Process (TLP) will provide the City with the best opportunity to obtain the Project's subsequent license in a cost-effective approach. Therefore, HDR's proposal is based on using the Commission's TLP. If, during initial strategic planning and stakeholder consultation, the City and HDR determine that an alternative process (e.g., the Commission's Integrated Licensing Process) is more appropriate for the proceeding, the City and HDR will modify the proposed scope of work and budget allowances at that time.

2.0 Scope of Services

HDR proposes to perform the following five base tasks in support of relicensing the Municipal Power Dam Project. Given that the Project is operated in a run-of-river mode with a limited area of influence on the adjacent aquatic and terrestrial resources, HDR is providing a scope of work that is limited to the base relicensing tasks. Based on agency and stakeholder consultation, including study scoping, the City and HDR will coordinate regarding the potential scope of work and budget authorization for the non-base activities (e.g., study plan implementation and reporting, additional agency and stakeholder consultation, and post-FLA filing activities).

The Project has authorized installed capacities of less than 1,500 kilowatts and, therefore, is considered a Minor Project, which requires an application for subsequent license from the Commission pursuant to 18 Code of Federal Regulations (CFR) §4.61.

Task 1 – Project Initiation: Data Collection and Strategic Planning

- Meet with the City personnel to define the relicensing strategy and to identify the City's relicensing goals and objectives.
- Document initial stakeholder issues and the approach to the relicensing process in table format.
- Obtain operating data and existing internal data from the City.

Task 2 – NOI and PAD

- Develop the relicensing distribution list.
- Prepare a PAD Questionnaire and distribute the Questionnaire to applicable stakeholders.
- Via a webinar, support consultation with primary stakeholders in support of using the Commission's TLP.
- Prepare the NOI, PAD, and TLP Request for submittal to FERC and other applicable parties.
- Perform initial informal Section 7 and Section 106 consultation.
- Coordinate with the State of Minnesota regarding the applicability of the State's Coastal Zone.
- File the NOI, PAD, and TLP Request with FERC by August 31, 2023.

Task 3 – Joint Agency Public Meeting and Study Plans

- Support the City with preparation for the Joint Agency Public Meeting, including preparation of the presentation.
- Prepare, file, and distribute the meeting notice.
- Prepare study plan methodologies to be presented during the Joint Agency Public Meeting.
- Participate in the Joint Agency Public Meeting and Site Visit, including presenting the PAD and study plan methodologies.
- Review the 60-day comments from the stakeholders.
- As necessary, revise and distribute the study plan methodologies.

Task 4 – Draft License Application

- Prepare a Draft License Application (DLA) for the Project pursuant to 18 CFR §4.61 consisting of an Initial Statement and Exhibits A, E, F, and G.
- Issue DLA to stakeholders for review and comment via electronic distribution.

Task 5 – Final License Application

- Develop responses to stakeholder comments on the DLA and incorporate, as necessary, into the FLA.
- Prepare the FLA for the Project pursuant to 18 CFR §4.61 consisting of an Initial Statement and Exhibits A, E, F, and G.
- HDR assumes the current Exhibit F drawings accurately represent the current facilities and that the drawings meet the Commission's current requirements for Exhibit F drawings and will not require modification.
- Given the Project's dam safety classification, HDR assumes that a Supporting Design Report (SDR) will not be required. If FERC requires the development of a SDR, HDR can develop the SDR under a modified scope of work and authorized budget.

- HDR assumes the existing Exhibit G drawings (approved by the Commission in the 1986 License) will need to be reviewed and recreated to meet the Commission’s current requirements for Exhibit G drawings. If additional survey work is required, HDR assumes that the City will contract such work separately and provide the data to HDR.
- Provide one paper copy and CD of the public version of the FLA to the local library.
- File a CD with FERC that contains the updated Exhibit G drawing files.
- Provide the City with one paper copy of the FLA.
- Develop and submit the public notice of the FLA.

In addition, HDR has accounted for, and incorporated within this proposal, the elements outlined below:

- General Project management, including schedule and budget management.
- Monthly invoicing with a list of activities performed.
- Participate in monthly conference calls with the City during the relicensing process.
- Provide strategic planning support throughout the relicensing process.
- For field work, HDR will be required to perform work under safe working conditions and practices consistent with the City’s health and safety policies and practices.
- Attend and facilitate stakeholder meetings, including preparation and distribution of meeting summaries.
- Work products with external distribution will require an initial draft for the City’s review prior to filing with FERC or stakeholders.

3.0 Project Team

HDR proposes to assign the following core staff to perform this scope of work. Additional technical and administrative staff will support the relicensing effort as necessary throughout the process. Resumes for our core team and other staff who may support the relicensing proceeding can be provided upon request. HDR’s 2022 rate schedule is attached. Annual labor escalation is approximately 3.5% to account for salary increases.

Nate Dalager	Project Manager
Kelly MacVane	Senior Relicensing Specialist
Devin Malkin	Senior Advisor
Randy Knott	Civil Technician
Jake Huwe	Engineering Manager
Michael Mayer	Senior Environmental Planner
Don Pereira, PhD	Senior Fisheries Scientist
Michelle Dufault	Assistant Relicensing Specialist
Sarah Kirkpatrick, MS	Assistant Relicensing Specialist
Kelly Baerwaldt	Senior Environmental Scientist
Michael Napoleone	Senior CAD Designer

4.0 Schedule

HDR proposes use of the Commission's TLP. Based on a PAD/NOI filing date of August 31, 2023, HDR proposes the following schedule. Of note, during the initial strategic planning activities to be performed, the City and HDR will review the November 30th initial filing date and schedule to confirm that these dates are consistent with the City's relicensing goals and objectives. For example, the City and HDR may agree that an earlier PAD/NOI filing date (e.g., September 1, 2022) may be more appropriate.

Activity	Responsible Party	Regulation	Proposed Date
Stage 1 Consultation			
File NOI, PAD, and request to use TLP; distribute to stakeholders	The City	18 CFR §5.3, 5.5, and 5.6	Aug 31, 2023
FERC issues TLP authorization and Notice of NOI/PAD filing	FERC	18 CFR §5.8(a)	Oct 30, 2023
File written notice of Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(i)	Dec 14, 2023
Hold Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(ii)	Dec 29, 2023
File comments on PAD and study requests	Stakeholders	18 CFR §16.8(b)(5)	Feb 27, 2024
Stage 2 Consultation			
Study Scoping	The City	--	Spring 2024
Conduct studies	The City	18 CFR §16.8(c)(1)	2024/2025
Submit draft study report(s) to stakeholders	The City	--	Spring 2025
Submit final study report(s) to stakeholders	The City	18 CFR §16.8(c)(4)	Summer 2025
Issue DLA to stakeholders	The City	18 CFR §16.8(c)(4)	Feb 1, 2026
File comments on DLA (within 90 days after issuance of the DLA)	Stakeholders	18 CFR §16.8(c)(5)	May 2, 2026
File FLA with FERC (no later than 2 years prior to the expiration of the license)	The City	18 CFR §16.9	Aug 31, 2026

5.0 Assumptions

Specific to the scope of work presented in Section 2.0 of this proposal, HDR's cost estimate is based on the task-specific assumptions provided above and the following assumptions:

- HDR will commence work upon receipt of a written authorization that includes HDR's scope of work, associated assumptions, and attached terms and conditions (Attachment 1).
- The relicensing will be performed via the Commission's TLP.
- Consistent with FERC's regulations, the City will not file an Exhibit H for the Project.
- No modifications to Project features or operations will be proposed or imposed as part of the relicensing proceeding.
- Labor rates will be adjusted on an annual basis with an escalation rate of 3.5 percent and to account for base salary increases for HDR staff.
- Expense rates associated with the relicensing will be adjusted on an annual basis.
- Copies of relicensing documents will be distributed to the relicensing stakeholders via email or through FERC's e-Library.
- Draft versions of documents for the City's review will be provided to the City electronically for one round of review.
- In support of developing a cost estimate, HDR assumes one meeting/conference call will be held with the City to discuss study requests and one meeting will be held with the relicensing stakeholders to discuss their comments on the draft study plans. HDR's cost estimate assumes agreement with stakeholders on the study plans.
- HDR assumes that on-site stakeholder meetings will be limited to the site visit to be held concurrent with the Joint Agency Public Meeting.
- The City will provide HDR with the existing Project-related documentation located at the facility. This document will be used in support of developing the PAD and performing initial strategic planning activities.
- Given the Project's dam safety classification, HDR has not included the development of a SDR in the proposed scope of work. If FERC requires the development of a SDR in support of the relicensing, HDR can develop the SDR under a modified scope of work and budget authorization.
- Regarding the Exhibit F and G drawings to be developed, HDR has made the following assumptions associated with the update of the drawings. HDR believes that based on our experience with updating Exhibit F and G drawings that these assumptions are consistent with the likely procedure for developing the drawings and supports a realistic estimate.
 - HDR will not need to perform a title search in support of updating the drawings.
 - HDR will not need to perform a field survey.
 - No abutter notifications will be required.
 - The Exhibit G impoundment boundary is based on the existing drawings.

- The development of metes and bounds will not be required.
- Verification of as-built conditions is not included or needed.
- Survey work, if required, will be separately contracted by the City.
- If required, management plans (e.g., historical properties management plan, streamflow monitoring plan, resource management plans) will be prepared following the filing of the FLA or following issuance of the Project's subsequent license, and thus are not included in this proposal.
- HDR assumes the Joint Agency Public Meeting will be recorded via WebEx in lieu of using a court reporter.
- Based on prior experience with the Minnesota State Historic Preservation Office (SHPO), HDR will prepare and distribute paper copies of major submittals (PAD, Cultural Resources Study Plan and Study Report, DLA, FLA) to the SHPO.
- If required, FERC will consult on the development of a Programmatic Agreement with the SHPO directly, without the involvement of HDR.

6.0 Compensation and Performance of Services

HDR recommends that a total budget of \$260,000 be established to support the activities described in this scope of work as listed in the table below. The recommended budget includes a 3.5% annual labor escalation to account for salary increases.

Task No.	Task	Total Cost
1	Project Initiation: Data Collection and Strategic Planning	\$10,000
2	NOI and PAD	\$40,000
3	Joint Agency Public Meeting and Study Plans	\$40,000
4	DLA	\$120,000
5	FLA	\$50,000
	TOTAL	\$260,000

Individual task budgets represent HDR's best estimate of the labor required for the identified base relicensing activities; however, the City and HDR agree that HDR is authorized to shift funds between tasks as may be necessary to carry out the work to be undertaken and will not exceed the total estimated budget without prior written authorization from the City. If additional tasks, unforeseen conditions, delays, or Project circumstances beyond those anticipated here arise, additional budget may be needed. Such a request would be the subject of an addendum to this scope.

As noted above, given that the Project is operated in a run-of-river mode with a limited area of influence on the adjacent aquatic and terrestrial resources, HDR is providing a scope of work

that is limited to the base relicensing tasks. Based on agency and stakeholder consultation, including study scoping, the City and HDR will coordinate regarding the potential scope of work and budget authorization for the non-base activities (e.g., study plan implementation and reporting, additional agency and stakeholder consultation, and post-FLA filing activities). In addition, consistent with any scope of work associated with the FERC relicensing of a hydropower project, this proposed scope of work and proposed budget allowances are based on the information available at this time. In addition, as with any scope of work or cost estimate associated with the FERC relicensing process, unknown variables exist. The City and HDR realize that relicensing costs and efforts may vary from the current best estimates. Therefore, HDR cannot guarantee that the Project's subsequent license can be obtained for the recommended allowance. Therefore, throughout the relicensing process, (e.g., following receipt of study requests and finalization of the study plans) the City and HDR will track the budget associated with the relicensing support activities with the understanding that additional budget may be required for specific tasks, depending on the necessary effort. HDR will strive to remain within the estimated budget while maintaining the City's relicensing goals and objectives. If additional budget for specific tasks becomes necessary, the City and HDR will work together to address such budgetary needs in a timely manner.

All activities associated with this scope of work will be performed in accordance with the attached HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services. HDR requests that this proposal and the attached terms and conditions be referenced in any purchase order issued to HDR in support of the proposed scope of work.

Please indicate your acceptance of this proposal by signing the Notice to Proceed (below) and returning once copy of the signed proposal to HDR. If you have any questions regarding the proposal or the relicensing process, please contact me at (218) 681-6100 or Nate.Dalager@hdrinc.com.

Respectfully submitted,
HDR Engineering, Inc.



Nate Dalager
Project Manager



Christine Wiegert
Vice President

Attachments

NOTICE TO PROCEED

City of Thief River Falls

By: _____

(signature)

(Print Authorizers Name)

(Title)

(Date)

HDR Engineering, Inc.

By: _____

(signature)

Christine Wiegert

(Print Authorizers Name)

Vice President

(Title)

03/31/2022

(Date)

HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to

exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF

\$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

22. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule



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: 6/21/2022

SUBJECT: #8.2 Rescinding Resolution No. 10-233-14 for Amendment to Water Wastewater Rate Resolution No. 1-138-14

RECOMMENDATION: It is respectfully requested the City Council consider the following Utility Committee recommendation:

MOTION TO: Approve that the Resolution No. 10-233-15 Amendment to Water Wastewater Rate Resolution No. 1-138-14 is hereby rescinded effective June 22, 2022.

BACKGROUND: On January 21, 2014 the City Council adopted Resolution Number 01-38-14 for Approval of Water and Wastewater Rate Increase Effective with the February 2014 Billing.

On October 19, 2015 the City Council adopted Resolution Number 10-233-15 for Approval of Amendment to Water Wastewater Rate Resolution No. 1-138-14 whereas, the City shall charge a \$25.00 per month fee to those customers who do not allow the installation of the water meter communication modules on the outside of their buildings.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.3 Ordinance Amendment

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

MOTION TO: Call for first reading to consider amendment to City Code Chapter 152.154 to add INDOOR GUN RANGE CONDITIONAL USE PERMIT and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

BACKGROUND: The City of Thief River Falls has sections in the city code within land usage that controls among other things the zoning code. Periodically when warranted these regulations are reviewed and amended to address circumstances as requested.

KEY ISSUES: The City of Thief River Falls currently does not allow an indoor gun range. Recent inquiries by people interested in opening an indoor gun range have prompted the Planning Commission to study requirements to allow them in our community. The ordinance being considered was developed to safely allow this type of business and identify the locations where they can be.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATION: The proposed ordinance amendment requires a public hearing to be held by the Planning Commission, with two readings and final approval by City Council.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Community Development Consultant

ATTACHMENTS:

1.	Conditional Use Permit Gun Range
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**NOTICE OF HEARING
PLANNING COMMISSION
CITY OF THIEF RIVER FALLS**

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

An amendment to City Code Chapter 152.154 adding INDOOR GUN RANGE CONDITIONAL USE PERMIT; and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

Notice is further given that the Planning Commission will conduct a hearing on the amendments at 5:00 p.m. on Tuesday, June 14, 2022, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

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

Dated this 27th day of May 2022

CITY OF THIEF RIVER FALLS

/s/ Mark Borseth
Zoning Administrator

Published in the Wednesday, June 1, 2022, edition of The Times.

ORDINANCE NO. 129, 3rd SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY ADDING SECTION 152.154, "INDOOR GUN RANGE CONDITIONAL USE PERMIT", AND ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 152.154 is hereby added to read as follows:

152.154. Indoor Gun Range Conditional Use Permit.

Subd. 1. License required. It is unlawful for any person or entity to operate or permit to be operated any firearms shooting range or facility except as permitted herein and pursuant to a license issued therefor from the city as provided in this section. No license shall be issued for any firearms shooting range or facility unless all shooting operations occur within the building of the licensed premises. No license under this section shall be required for the permitted firearm shooting ranges existing within the city as the effective date of the ordinance adopting this section.

Subd. 2. Applications and Licenses —Procedure and Administration.

A. Application. All applications shall be filed with the city administrator upon forms prescribed by the city, together with such information as required on the application form and as set forth herein. All questions asked or information required by the application forms shall be answered fully and completely by the applicant. All applications shall be subject to a criminal background investigation.

B. False statements. It is unlawful for any applicant to intentionally make a false statement or omission upon any application form. Any false statement in such application or any willful omission to state any information requested on the application form shall, upon discovery of such falsehood, be grounds for denial of a license or, if already issued, shall render the license issued pursuant thereto void and of no effect immediately upon notice.

C. Application and investigation fees. At the time of the initial application, the applicant shall pay the application and background investigation fees as duly set by Council resolution. An additional fee of \$200.00 for each person or entity beyond five having an interest in the proposed licensed establishment shall be required. An escrow of \$1,000.00 for applicants residing outside of the state shall be required to reimburse the city for out-of-pocket investigative costs and the escrow shall be released upon payment in full of actual investigation costs.

D. Corporate applicants and licensees. A corporate, partnership or other legal entity applicant, at the time of application, shall furnish the city with a list of all persons and entities that have an ownership

interest or control in the applicant entity in excess of 5% and the extent of such interest. The list shall name all shareholders, partners or members, as the case may be, and state the number of shares/units held by each, either individually or beneficially for others. It is the duty of each licensee to notify the city administrator in writing of any change in legal ownership or beneficial interest in such entity. Any change in the ownership or beneficial interest in the interest entitled to be voted at a meeting of the owners of the licensee, which results in the change of voting control of the entity by the persons owning the shares/units therein, shall be deemed equivalent to a transfer of the license issued to the entity, and any such license shall terminate 30 days after any such change in ownership or beneficial interest unless the council has been notified of the change in writing and has approved it by appropriate action. The council or any officer of the city designated by it may at any reasonable time examine the stock/unit transfer records and minute books of any licensee in order to verify and identify the shareholders/partners/members, and the council or its designated officer may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The council may revoke any license issued upon its determination that a change of ownership in the entity licensee has actually resulted in the change of control of the licensed business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the council on notice to the licensee.

E. Action.

1. Granting. Prior to consideration of any application for an initial license or renewal, the applicant shall pay the license application and investigation fees. The city administrator may reject any incomplete application and an application will not be considered until a fully complete application is submitted. Upon rejection of any application for a license or upon withdrawal of an application before approval of the issuance by the council, the license application fee shall be refunded to the applicant but the investigation fee shall not be refunded, if any background investigation was commenced by the city.

The completed application for the initial license shall be considered for approval by the city council. The renewal application may be considered for approval by the city administrator. A license hereunder shall be denied if the applicant or proposed licensed establishment does not meet all the requirements and conditions for licensing as set forth in this section or elsewhere in this Code or State or Federal statute or rule.

2. Issuance. If an application is approved, the city administrator shall forthwith issue a license pursuant thereto in the form prescribed by the city and upon payment of the license fee. All licenses shall be on a calendar-year basis unless otherwise specified herein. For licenses issued and which are to become effective other than on the first day of the license year, the fee to be paid with the application shall be a pro rata share of the annual license fee. Licenses shall be valid only at one location and on the premises therein described.

F. Transfer. No license shall be transferable between persons or entities or to a different location. Any change in individual ownership or substitution of partners is a transfer. However, a change in corporate

name shall not be considered a transfer if at least 90 percent of the issued and outstanding shares are in the same ownership as at the time of original application. It is unlawful to make any transfer in violation of this subparagraph.

Subd. 3. Resident manager or operation agent. At the time of application and before a license is issued under this section to an individual who is a non-resident of the state, to more than one individual whether or not they are residents of the state, or to a corporation, partnership, or association, the applicant shall designate in writing a natural person, who shall be a resident of Minnesota, as its operation manager or agent of the licensed establishment. Such operation manager or agent shall, by the terms of his/her written consent: (1) take full responsibility for the conduct of the licensed premises, and (2) serve as agent for service of notices and other process relating to the license; and (3) shall be subject to the criminal background investigation for the license. Such operation manager or agent must be a person who, by reason of age, character, reputation, and other attributes, could qualify individually as a licensee hereunder. If such manager or agent ceases to be a resident of Minnesota or ceases to act in such capacity for the licensee without appointment of a successor, the license issued pursuant to such appointment shall be subject to revocation or suspension. A non-refundable investigation fee of \$300.00 shall be paid to the city for all changes in the designated operating manager(s) at the licensed establishment.

Subd. 4. Persons disqualified for a license under this section. No license under this section shall be issued to an applicant if the applicant, the owner of an entity interest or the designated operation manager is:

- A. A person not a citizen of the United States or a resident alien;
- B. A person who within five years of the license application has been convicted of a federal or state law or local ordinance governing the manufacture, sale, distribution, or possession of firearms;
- C. A person who has had a federal or state firearms-related license or permit revoked within five years of the license application, or to any person who at the time of the application owns any interest, whether as a holder of more than five percent of the capital stock of a corporate licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested that has had a federal or state firearms-related license or permit revoked within five years of the license application;
- D. A person under the age of 21 years;
- E. A person who is ineligible to sell, transfer, deal, receive or possess firearms under Minnesota or federal law.
- F. No license under this section shall be granted for operation on any premises upon which real property taxes, assessments, or installments thereof, or other financial claims of the city are owed by the applicant and are delinquent and unpaid. For the purpose of this subparagraph, "applicant" includes persons and related persons, (1) owning at least a 50 percent beneficial interest in the proposed license

or in the entity making the application, and (2) at least an undivided one-half interest in the premises proposed to be licensed, or at least a 50 percent beneficial interest in the entity owning such premises.

The term applicant as used in this subdivision shall include any natural person who is an individual applicant or any natural person who owns more than a 5 percent beneficial interest in the legal entity named as applicant and any spouse of such person.

Subd. 5. Responsibility for conduct on licensed premises. The licensee under this section shall be responsible for the conduct at the licensed premises and shall maintain conditions of safety and order therein. Any act of an employee of the licensee in or at the licensed premises is the act of the licensee; and every such employer is liable to all of the penalties, except criminal penalties, provided by law for such conduct.

Subd. 6 Conditions of license. No license shall be issued hereunder unless the following conditions are met and all licenses issued hereunder shall be subject to the following conditions:

- A. No license shall be granted for premises located in a zoning district other than Commercial (C-2 and/or C-3), through the conditional use process.
- B. The operations under the license shall comply with all regulations in this Code, State and Federal Statutes and/or Rules.
- C. No alcoholic beverages, narcotic drugs or controlled substances, as such terms are defined by Minnesota statutes or the City Code, shall be permitted on licensed premises and shall not be sold, stored, possessed or consumed on the premises of the Indoor Gun Range at any time.
- D. No person under the influence of alcohol or drugs shall be permitted to enter or remain in the licensed premises.
- E. No person under the age of 18 shall be permitted to enter or to remain in the licensed premises, unless accompanied by a parent or an adult chaperone.
- F. Discharge of firearms shall occur only within the designated shooting range area within the building of the licensed premises; no person shall discharge any firearm outside of the licensed premises.
- G. No exploding targets shall be permitted within the licensed premises.
- H. All persons transporting any firearm onto and from the licensed premises shall possess and transport the firearm in accordance with Minnesota state laws governing possession and transport of firearms.
- I. Any patron in the licensed premises who is known by the licensee to be restricted from possession of a firearm under Minnesota or federal laws shall not be permitted to possess or shoot any firearm on or within the licensed premises.

J. The interior improvements to the licensed premises shall be designed and constructed to attenuate and contain all firearm discharge noise to within the inside of the building; firearm discharge shall not be audible outside of the licensed premises.

K. The licensed premises shall be equipped with a security alarm system and a surveillance system that has full audio recording and video recording that has infrared capability with high definition video resolution, all of which shall be in operation at all times. The video surveillance shall be directed at all entrances, all areas of the shooting range, the point of sale for and storage area of the firearms. The video recordings shall be maintained for a 30-day period and shall be produced to the city police department immediately upon demand.

L. All firearms and ammunition shall be stored in a secured locked enclosure or room during non-business hours. Ammunition may remain stored in a sale display cabinet during non-business hours, provided the display cabinet is fully enclosed and is securely locked.

M. The licensee shall immediately report to the city police department any gunshot wound inflicted upon any person while on the licensed premises.

N. No firearms, ammunition or firearm accessories shall be purchased, sold or traded on the licensed premises unless the licensee holds a valid federal firearms license or permit pursuant to 18 U.S.C. §§922-931 (2014 and as amended hereafter).

O. If the licensee buys, sells or trades firearms under a valid federal firearms license pursuant to 18 U.S.C. §§922-931 (2014 and as amended hereafter) on the licensed premises, then the licensee shall comply with all federal laws and regulations under its federal firearms license.

P. If the licensee buys, sells or trades firearms under a valid federal firearms license pursuant to 18 U.S.C. §§922-931 (2014 and as amended) on the licensed premises, then the licensed premises shall be subject to the zoning regulations in this Code for retail sales in commercial districts.

Q. If the licensee buys or otherwise acquires a used firearm under a valid federal firearms license pursuant to 18 U.S.C. §§922-931 (2014 and as amended) on the licensed premises, then the licensee shall comply with the following:

1. The licensee, at the time of purchasing or otherwise receiving a used firearm, shall immediately record the following information:

(a) An accurate description of the article, in English, and any numbers written, stamped, impressed or engraved thereon, together with the name of the manufacturer, model, and serial number of the firearm;

(b) The date, time and place of receipt of the firearm;

(c) The full name, residence address, date of birth and reasonably accurate description of the person, including approximate height, sex and race from whom the firearm was received;

(d) The identification number and state of issue from one of the following forms of identification of the person from whom the item was received, including a photocopy thereof:

(1) A valid Minnesota driver's license;

(2) A valid Minnesota identification card; or

(3) A valid photo identification issued by another state or a province of Canada and one other form of identification.

2. The records shall be open to inspection by city police department officers at all reasonable times.

3. The records shall be retained by the licensee for so long as the licensee is operating the indoor firearm shooting range under this section.

R. All premises licensed under this section shall, during all operating hours, be open to inspection by any city police officer or code enforcement personnel to determine whether or not this section and all other laws are being observed. All persons, as a condition to being issued such license, consent to such inspections by such officers.

S. If during the license period the licensee or designated operation manager becomes ineligible to have or disqualified for a license under this section, then the licensee shall notify the city clerk within five business days of the ineligibility or disqualification.

Subd. 7. Financial responsibility of licensee.

A. No license shall be issued or renewed unless and until the applicant has provided proof of financial responsibility, by filing with the city a certificate of insurance, that there is in effect an insurance liability policy or pool providing minimum coverage's of (1) \$500,000.00 because of bodily injury to any one person in any one occurrence and, subject to the limit in the amount of \$1,000,000.00 because of bodily injury to two or more persons in any one occurrence and in the amount of \$10,000.00 because of injury to or destruction of property of others in any one occurrence; and (2) \$500,000.00 for loss of means of support of any one person in any one occurrence, and, subject to the limit of \$1,000,000.00 for loss of means of support of two or more persons in any one occurrence; and \$500,000.00 for other pecuniary loss of any one person in any one occurrence, and subject to a limit of \$1,000,000.00 for other pecuniary loss of two or more persons in any one occurrence.

B. The applicant shall file with the city administrator a certificate of insurance showing (1) that the limits are at least as high as required in this section; (2) that coverage is effective for at least the license term approved; and (3) that the insurer shall provide 60 days' written notice of policy cancellation to the city, unless policy cancellation is for nonpayment of premium in which case the insurer shall provide ten days' written notice of policy cancellation to the city. Cancellation or termination of such coverage shall be grounds for immediate suspension and revocation of the license.

Subd. 8. Building and method of operation.

A. The city shall approve a conditional use permit authorizing an Indoor Gun Range only if all of the criteria found in section 152.154 of this section are satisfied.

B. The criteria for approval of the conditional use permit are as follows:

1. The building and method of operation shall comply with Minn. Stat. Chapter 87A.
2. Applicant has provided documentation that the Indoor Gun Range will conform to the noise standards provided in Minn. Stat. ch. 87A and MN Rules 7030.
3. The design and construction of the Indoor Gun Range shall completely confine all ammunition rounds within the building and in a controlled manner. The design and construction of the Indoor Gun Range shall be performed and certified by a professional engineer licensed and registered in the State of Minnesota. The certified plans shall include the specifications and construction of the bullet traps, ceilings, and exterior and interior walls and floors.
4. No ammunition shall be used in the Indoor Gun Range that exceeds the certified design and construction specifications of the Indoor Gun Range.
5. Each Gun Range shall have a clear and concise safety plan. A copy of the safety plan shall be filed with the application for a conditional use permit.
6. The applicant shall provide and maintain proof of liability insurance as required herein.
7. An outside security plan for the general grounds shall be submitted to the City for review and approval as part of the application for a conditional use permit.
8. Signs shall be posted in the entry of the structure and within the Indoor Gun Range space specifying that minors shall be accompanied by an adult at all times. This includes firearm safety classes which must be supervised by an adult instructor.
9. Applicant has acknowledged that it will operate and manage the Indoor Gun Range in conformance with all federal, state, and local laws and regulations related to the use, sale, rental, and transportation of Firearms.
10. Application shall provide documentation that all Backstop and Bullet Traps shall be made of steel that conforms to the NRA Range Source Book: A Guide to Planning and Construction. Article 3, Section 3, Table 1 Examples of Acceptable Ammunition, Muzzle Velocities and Minimum Steel Plat thickness for Metal Backstops, Deflector Plates (Baffles), and Bullet Traps.

Subd. 9. Required Plans and Information.

A. An application for a conditional use permit for an Indoor Gun Range shall include the following information, in addition to that required by this section 152.154, in proper written and/or graphic form.

1. Site/Grading Plan
2. Building Plans and Elevations

3. Safety Plan

4. Outside Security Plan

5. Report documenting conformance with Indoor Shooting Range Performance Standards in the current edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction

6. Other plans and/or information, as may be reasonably requested by City staff to verify compliance with this chapter or unique conditions that apply to the site

Subd. 10. Required Certificate of Occupancy Documentation.

A. Prior to occupying the building, requesting a temporary certificate of occupancy or a final certificate of occupancy shall provide the information required by this section.

B.. A certified inspection from an engineer licensed and registered in the State of Minnesota that demonstrates compliance with the conformance criteria for an Indoor Gun Range identified in section 152.154 relating to:

1. Building construction
2. Containment design and construction
3. Caliber of Firearms for which Indoor Gun Range is certified
4. Noise requirements

Subd. 11. Definitions.

Alcoholic Beverage: Any beverage containing more than one-half of one percent alcohol by volume.

dB: A unit of sound level expressed in decibels (dB).

Decibel: A unit of sound pressure level abbreviated as dB.

Firearm: A gun including but not limited to a pistol, revolver, rifle, muzzleloader, and a shotgun that discharges shot or a projectile by means of an explosive, a gas, or compressed air. All instruments used to propel a high-velocity pellet of any kind, including but not limited to air rifles and compressed air guns. Any similar type instrument, whether such instrument is called by any name set forth in this definition or any other name.

Indoor Gun Range: An indoor area or facility designated or operated primarily for the use of firearms.

Subd. 12. Best practices – Performance Standards.

Shooting Range or Gun Range Performance Standards: The best practices for Shooting Range performance standards. The most current edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction shall serve as best practices for Indoor Shooting Range Performance Standards and licensee agrees to implement and abide by the same.

Subd. 13. Discharge Prohibition.

A. No person shall shoot, discharge or explode any dangerous weapon, including a firearm, cartridges or shell containing an explosive as defined herein, within the corporate limits of the city except as permitted by this section. This section also includes, but is not limited to, air rifles and paintball guns of any type. The provisions of this prohibition section do not apply to:

- (1) Persons duly authorized to act as law enforcement officers, or members of military forces of the United States or the State in the discharge of their duties;
- (2) Persons engaged in hunting or shooting pursuant to and within the conditions of this ordinance or of any permits issued by the city;
- (3) Persons acting in self-defense when the use of firearms dangerous weapons for that purpose would not be unlawful under the laws of the State.

Section 3. 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 4. This ordinance shall be in force and effect from and after its passage, approval, and publication.



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: 6/21/2022

SUBJECT: #8.4 Conditional Use Permit – Illuminated Sign

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

MOTION TO: Approve Conditional Use Permit for illuminated sign at Zion Lutheran Church, 505 Main Avenue North.

BACKGROUND: The City of Thief River Falls has sections in the city code within land usage that controls among other things the zoning code. This section includes requirements for signs. This section governs all sign regulations including those excluded from a permit, prohibited signs, and definitions.

KEY ISSUES: Zion Lutheran Church, 505 Main Avenue North, has applied for a Conditional Use Permit to allow an illuminated sign. The conditional use permit requirement allows a review to assure there are no negative impacts to adjacent properties from the illuminated sign.

FINANCIAL CONSIDERATIONS: Costs associated with the Conditional Use Permit are paid by the applicant.

LEGAL CONSIDERATION: A Public Hearing was held by the Planning Commission to review this request.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Community Development Consultant

ATTACHMENTS:

1.	Conditional Use Permit Zion Lutheran Church
----	---

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

Notice is hereby given pursuant to Chapter 152 of the Thief River Falls ("City") City Code that Zion Lutheran Church, 505 Main Avenue North, Thief River Falls, MN 56701 has applied for a Conditional Use Permit to allow an illuminated sign. The property is described as follows:

Lots 1 – 15, Block 12, Original Townsite to Thief River Falls, Minnesota

Notice is further given that the Planning Commission will conduct a hearing on the amendments at 5:00 p.m. on Tuesday, June 14, 2022, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Zoning Administrator, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

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

Dated this 27th day of May 2022

CITY OF THIEF RIVER FALLS

/s/ Mark Borseth
Zoning Administrator

Published in the Wednesday, June 1, 2022, edition of The Times.



Application To Planning Commission/BOZA

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

☐ REZONING (Fee \$150.00)		☐ APPEALS (Fee \$50.00)	
☐ VARIANCE (Fee \$150.00)			
☐ LAND SUBDIVISION (Fee \$300.00)			
☒ CONDITIONAL USE PERMIT (Fee \$150.00)			
Applicant		Contact	
Name <u>Zion Lutheran Church</u>		Phone # <u>MIKE SPEARS</u> <u>218-689-7837</u>	
Address <u>505 N. Main</u>		City <u>Thief River Falls</u>	State <u>MN</u> Zip <u>56701</u>
Property Owner (if different from Applicant)			
Name		Phone #	
Address		City	State Zip
Approximate Location of Property			
Address <u>505 N. Main</u>		Legal Description	
Present Zoning Classification		Present Use	
Description of Request <u>Request for construction of a 2 sided</u> <u>LED sign on the N.E corner of parking lot</u> <u>Dimensions of 97" wide by 44.5" high with a max.</u> <u>height of 8' per code, per discussion with Mark</u> <u>Borseth</u>			
<u>Laura Rude</u> Property Owner Signature (required)		<u>5/1/22</u> Date	
<u>Laura Rude</u> Applicant Signature		<u>Church President</u> Date <u>5/1/22</u>	
Review (For office use only)			
Date of Publication		Date on Planning Commission Agenda	
Action Taken By Commission:			
Action Taken By City Council:			
City Council Resolution / Ordinance Number			
Fee Paid			



indigosigns.com

1622 Main Avenue • Fargo, ND 58103
fargo@indigosigns.com • 701-297-9696

Quote # 79980-1

Zion Lutheran Church

Thief River Falls, MN

Project Manager:
Justin Pic

Drawn by: BDK

Page Scale: 1" = 1' 0"
Page Size: 11 x 17



Drawing Date: 3/10/2022
REV1 Date: 4/19/2022
REV2 Date:

NOTICE

ALL SIGNS MANUFACTURED
FOR SEV ELECTRICAL SERVICE
UNLESS OTHERWISE NOTED

File location: 0252 Zion Lutheran Church
Working File: 0252 Zion Lutheran Church.indd

Indigo Signs will design and manufacture signs and displays for your business. We will work with you to create a sign that meets your needs and budget. We will also provide you with a list of recommended materials and finishes for your sign.

Indigo Signs is not responsible for any errors or omissions in this drawing. The client is responsible for the accuracy of the information provided.

Electronic Message Center

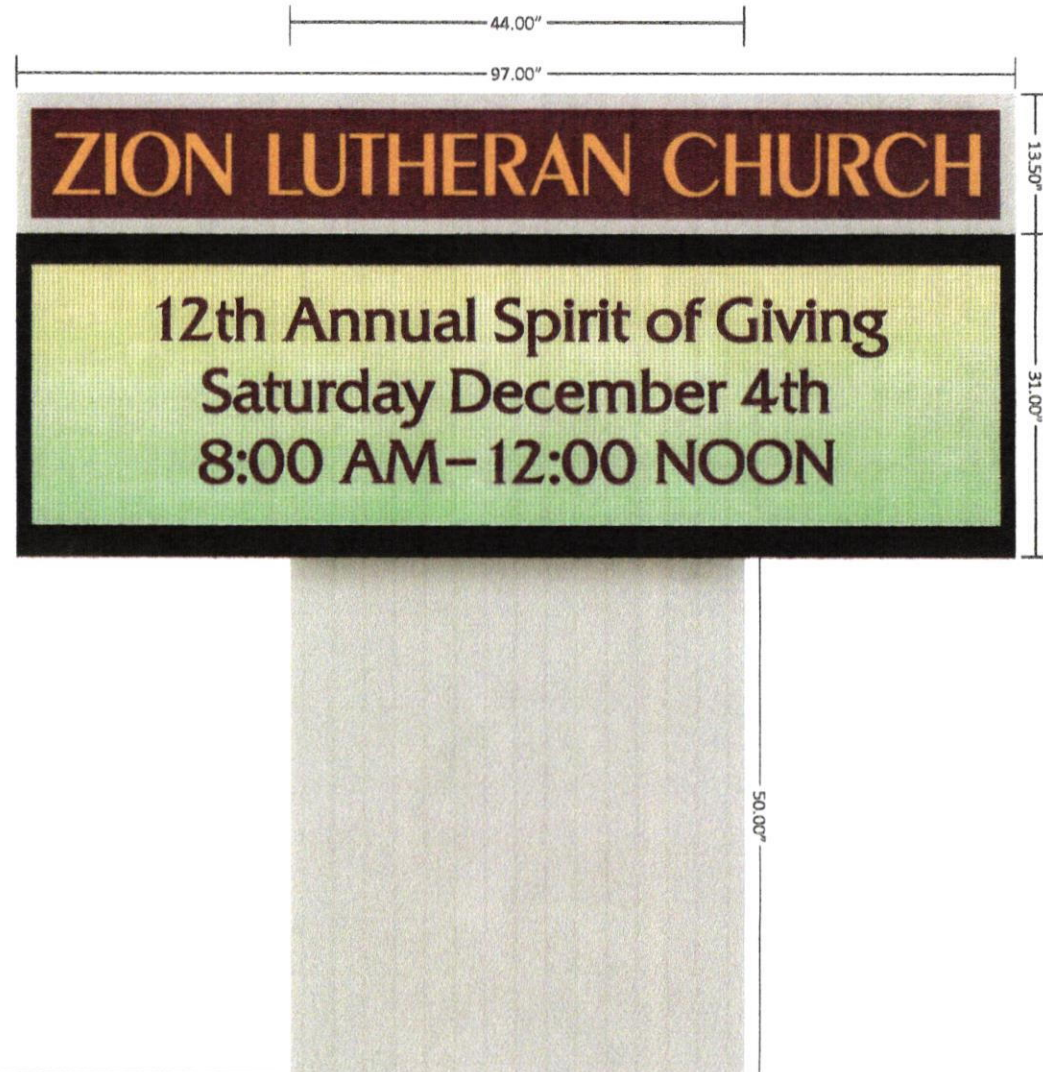
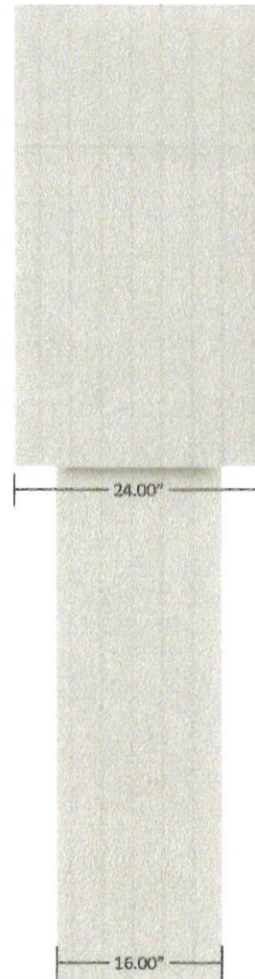
Make: Daktronics
• 121 S/F displays (same content)
Matrix: 40 x 150
Line Spacing: 15.85 mm
LED Color: Full-color spectrum (RGB)

Monument Sign

Structure: TBD
Cladding: Aluminum; painted

Illuminated D/FID Cabinet

Material: Aluminum frame + cladding
Face: Polycarbonate, white
Graphics: 3M film
• 3630-49 Burgundy
• 3630-125 Golden Yellow





City of Thief River Falls
405 3rd Street East
Thief River Falls, MN 56701

Receipt Number: R00058200

Cashier Name: AH

Terminal Number: 1

Receipt Date: 5/11/2022 1:17:30 PM

Zion Lutheran Church

Trans Code: MISC - MISCELLANEOUS RECEIPT

Name: Zion Lutheran Church

\$150.00

Product: Community - Conditional Use

Units: 0.00 Amount: 150.00

Zion Lutheran Church 150.00

43 150.00

100-4650-53413 -150.00

Total Balance Due: \$150.00

Payment Method: Check Bord Payor: Zion Lutheran Church

Reference: 1684

Amount: \$150.00

Total Payment Received: \$150.00

Change: \$0.00

CHECKLIST FOR CONDITIONAL USE REQUEST

- 1. Applicant (Name/Address/Tel:** Zion Lutheran Church, 505 Main Avenue North, Thief River Falls, MN 56701.218-689-7837 (Mike Spears).
- 2. General location of the request:** 505 Main Avenue North.
- 3. Proposed use and/or zoning:** Zion Lutheran Church is proposing an illuminated sign at the SW corner of Main Avenue (Highway 32) and 6th Street.
- 4. Dimension of the request:** **Frontage -** 300' **Depth -** 140'
- 5. Area of property in request:** **Sq. Feet -** 52,500 **Acres –** 1.21
- 6. Existing characteristics:** **Zoning -** General Residential (R-2) **Use:** Church

 Conforming - Yes **Non-Conforming -** No
- 7. Adjacent land use:** The existing property has single-family homes and business use to the north, single-family homes to the south and west, and single-family homes and business use to the east.
- 8. Adjacent zoning districts:** The location borders General Residential District (R-2) to the west, and Downtown Fringe District (C-4) to the north, south, and east.
- 9. Characteristics of soils:** According to the “Pennington County Soil Survey,” soils are predominately Foldahl Series. This consists of well drained soils on slightly convex, remnant glacial lake beaches and bars on glacial lake plains.
- 10. Can the property be adequately serviced by:** **A. Storm and sanitary sewer?** Yes
 B. Water and electrical? Yes
 C. Easement size? As recorded

Is the proposed Special Use consistent with the Comprehensive Plan? Yes
- 11. Have other pertinent segments of the Comprehensive Plan been considered?** NA
- 13. Does the property provide, either now or potentially, enough area for adequate off-street parking?** Yes

A. Will off-street parking be located in the side yard area or the rear yard area? Both

B. Will off-street parking be suitably screened from view? NA

C. Is there adequate room on the property for loading space(s)? Yes
- 14. If it is a heavy industry, is it readily available to a major thoroughfare and rail lines?** N/A
- 15. Should screening be provided along the boundaries of this property?** N/A

16. **Are screened storage and trash areas provided?** NA
17. **Are vehicular accessways adequate?** Yes
18. **Will the use impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?** No. The proposed use is consistent with the comprehensive plan.
19. **Can it be found that there is a public necessity for the Special Use?** The church feels the sign is necessary to identify and promote the church, as well as provide an opportunity to communicate with the public through dynamic messaging.
20. **What is the general character of the neighborhood?** The area is primarily residential with a mixture of small business.
21. **Are Wetlands or Shore land impacted by this request?** No

COMMENTS:

See RCA, Application, Notice of Hearing, Checklist, and Map. A sign is considered an accessory use with a front yard setback of 25 feet. As per 152.025 (2)(a) the structure to the south and the required 25 feet will be averaged for a front yard setback for the sign of 15 feet. The side yard corner setback will be 10 feet. There are no sight obstruction issues.

CRITERIA FOR GRANTING CONDITONAL USE PERMITS

1. The establishment, maintenance, or operation of a conditional use will not be detrimental to or endanger the public health, safety, morals, or general welfare.
2. The conditional use will not create an excessive burden on existing parks, schools, streets, and other public facilities and services which serve or are proposed to serve the area.
3. The conditional use will be sufficiently compatible with or separated by distance or screening from adjacent Agriculture or Residential zoned or used land.
4. The structure and site shall have an appearance that will not have an adverse effect upon adjacent agricultural or residential zoned or used land.
5. The conditional use is related to the overall needs of the City and to existing land use.
6. The conditional use is consistent with the purpose of this Chapter and requirements of the Zoning District.
7. The conditional use is not in conflict with the Comprehensive Plan.
8. Adjacent business will not be adversely affected because of curtailment of customer trade brought on by the intrusion of noise, glare, or general unsightliness.

(7) *Special sign regulations.* Public service banners suspended over arterial streets may exceed the 24 square feet maximum sign surface area indicated in the table but shall not exceed 48 square feet.

§ 152.096 MAINTENANCE OF SIGNS.

All signs shall be maintained. The Building Official shall have the authority to order the painting, repair, or removal of signs which are not maintained, which are abandoned or which constitute physical hazard to the public safety. If the sign is nonconforming, restoration shall be in accordance with § 152.093.

§ 152.097 DYNAMIC DISPLAY SIGNS.

A. Dynamic Displays: Dynamic Display signs, where specifically allowed by this Ordinance, shall comply with the following requirements.

(1) Brightness: LED dynamic displays shall be adjusted to a night time brightness setting of no more than 20 percent of their maximum brightness setting, but in no event shall they exceed 0.3 footcandles over ambient lighting conditions when measured with an illuminance meter when measured at the recommended distance, based upon the Dynamic Display illuminated sign size. LED dynamic displays may operate at up to 100 percent of their maximum brightness during the day time. Incandescent dynamic displays shall be adjusted to the night time brightness setting of no more than 60 percent of their maximum brightness setting, but in no event shall they exceed 0.3 footcandles over ambient lighting conditions when measured with an illuminance meter when measured at the recommended distance, based upon the Dynamic Display illuminated sign size. Incandescent dynamic displays may operate at up to 100 percent of their maximum brightness during the day time. Constant night time displays of bright or "hot colors" such as complete red or white display background shall be prohibited. All dynamic displays shall be equipped with a night time manufacturer auto dim feature and operated according to manufacturer night intensity specifications and as required herein. Legal non-conforming dynamic displays without a manufacturer auto dim feature shall comply with this requirement to the extent feasible within the limits of the dynamic display's programming.

(2) Brightness measurement: No Dynamic Display shall exceed a brightness level at night of 0.3 foot candles above ambient light as measured using a footcandle illuminance meter at a preset distance depending on the sign area, measured as follows:

SIGN AREA VERSUS MEASUREMENT DISTANCE

AREA OF SIGN sq. ft.	MEASUREMENT Distance (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

** For signs with an area in square feet other than those specifically listed on the table (i.e. 12 sq. ft., etc), the measurement distance may be calculated with the following formula:*

$$\text{Measurement Distance} = \sqrt{\text{Area of Sign Sq. Ft.} \times 100}$$

(3) Time/Duration: Minimum frame hold display time duration shall not be less than ten seconds. There shall be no animation, motion, blinking, scrolling, rotating, oscillating, or other apparent flashing or movement on any dynamic display during the night time. There shall be no scrolling or flashing during the daytime. Display change shall be instantaneous.

(4) Dynamic Displays shall be permitted in certain zoning districts on free standing and monument signs or as a wall sign, as specified by this Ordinance.

(5) Maximum number: There shall be no more than one Dynamic Display sign permitted per property.

(6) **Spacing from residential uses:** No Dynamic Display shall be located within 100 feet of a residential district. The distance shall be measured based upon a horizontal line beginning at the nearest residential property line and the leading edge of the Dynamic Display, or viewing radius of 45 degrees, whichever is closer. A church located in a residential zone may be allowed a Dynamic Display, subject to the spacing requirements, as applied to the nearest adjacent residential property line.

Amended Ordinance 112, 3rd Series (07/03/2018)

(7) The City shall have the right to place conditions on any Dynamic Display located within 50 feet of an official traffic control signal to prevent interference or confusion with the official traffic control signal. The distance shall be measured based upon a horizontal line beginning at the leading edge of the Dynamic Display and any portion of the official traffic control signal.

SHORELAND MANAGEMENT

§ 152.110 STATUTORY AUTHORIZATION AND POLICY.

(A) **Authorization.** This Subchapter is adopted pursuant to the authorization and policies contained in M.S. Chapter 103, Minn. Rules, Parts 6120.2500 through 6120.3900 and the planning and zoning enabling legislation in M.S. Chapter 462.

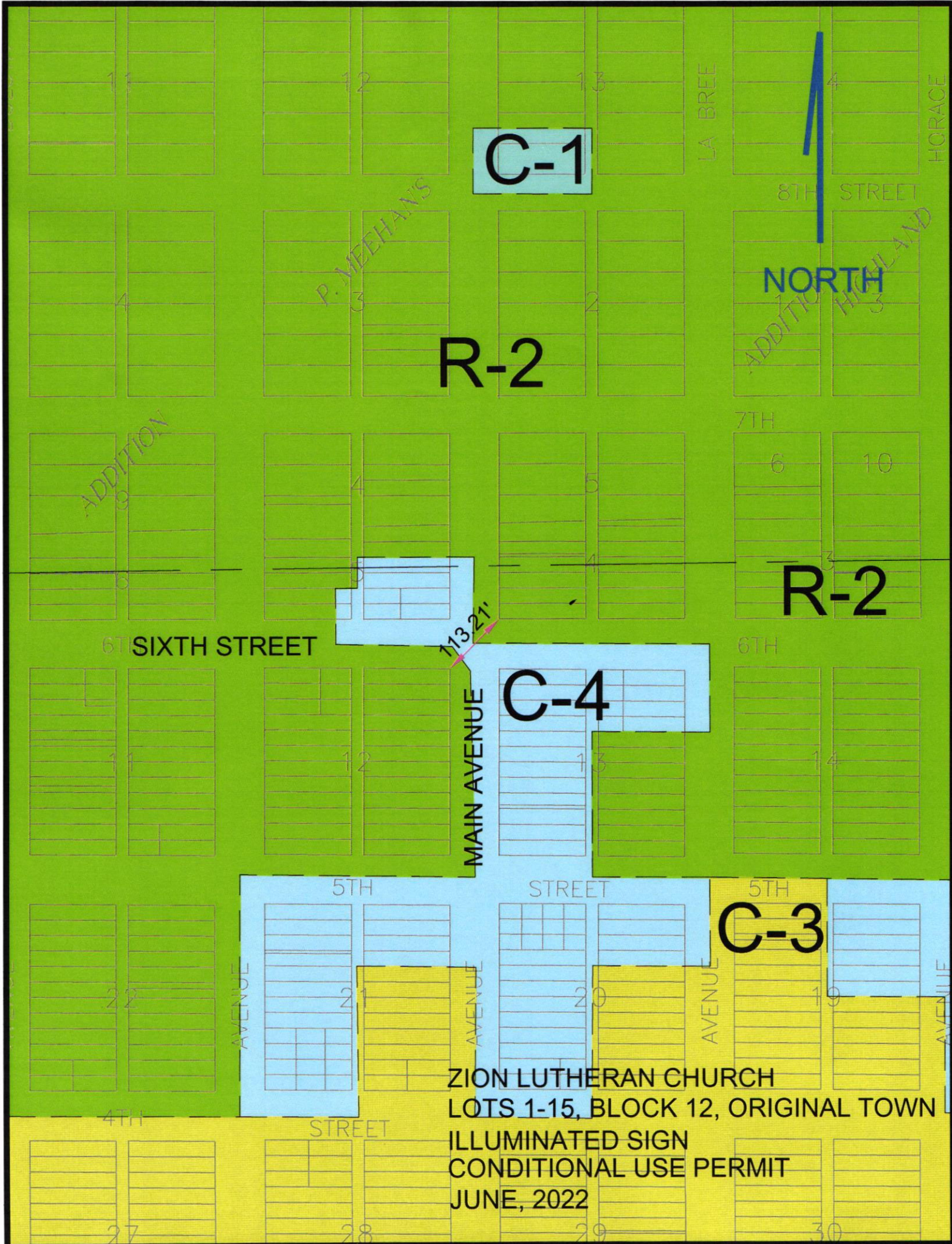
(B) **Policy.** The uncontrolled use of shorelands of the City affects the public health, safety, and general welfare not only by contributing to pollution of public waters but also by impairing the local tax base. Therefore, it is in the best interests of the public health, safety, and welfare to provide for the wise subdivision, use and development of the shorelands of public waters and, thus, preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is recognized by the City.

§ 152.111 JURISDICTION; COMPLIANCE.

(A) **Jurisdiction.** The provisions of this Section shall apply to the shorelands of the public water bodies as classified in § 152.113. Pursuant to Minn. Rules, Parts 6120.2500 through 6120.3900, no lake, pond, or flowage less than ten acres in size need be regulated in the City's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this Section.

(B) **Compliance.** The use of any shoreland of public waters; the size and shape of lots; the use, size, type, and location of structures on lots; the installation and maintenance of water supply and waste treatment systems; the grading and filling of any shoreland area; the cutting of shoreland vegetation; and the subdivision of land shall be in full compliance with the terms of this Section and other applicable regulations.

Amended Ordinance 81, 3rd Series (10/6/2015)



C-1

R-2

NORTH

R-2

C-4

C-3

ZION LUTHERAN CHURCH
LOTS 1-15, BLOCK 12, ORIGINAL TOWN
ILLUMINATED SIGN
CONDITIONAL USE PERMIT
JUNE, 2022



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: 6/21/2022

SUBJECT: #8.5 Gracewin Senior Housing Cooperative – Housing District Tax Increment Financing

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

MOTION TO: Adopt a resolution calling for a public hearing on Tuesday, September 6, 2022, at 5:30 PM by the City Council on the proposed Modification to the Development Program for Development District No. 1 and the proposed Establishment of Tax Increment Financing District No. 1-15 therein and the adoption of the Tax Increment Financing Plan therefor; Authorizing a gap analysis; and authorizing the collection of certain related costs.

BACKGROUND: Nathan Anderson of Nile has purchased property and is developing plans for the Gracewin Senior Housing Cooperative. This project is a 36-unit multi-family age restricted housing for purchase project. It is located along Vanrooy Drive south of Altra Care Chiropractic Clinic. Mr. Anderson has been working on this project for approximately 18 months to presell units. He is under construction with a similar project in Baxter, Minnesota.

KEY ISSUES: Nathan Anderson of Nile has purchased property and is developing plans for the Gracewin Senior Housing Cooperative. This project is a 36-unit multi-family age restricted housing for purchase project. It is located along Vanrooy Drive south of Altra Care Chiropractic Clinic. Mr. Anderson has been working on this project for approximately 18 months to presell units. He is under construction with a similar project in Baxter, Minnesota.

FINANCIAL CONSIDERATIONS: Nile will be responsible for all costs associated with the development of the TIF. If approved this TIF is allowable up to 26 years.

LEGAL CONSIDERATION: A Public Hearing needs to be held prior to approval as well as notification to Pennington County and ISD #564.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth – Community Development Consultant

ATTACHMENTS:

1.	City call resolution.TRF TIF 1-15
----	-----------------------------------

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

RESOLUTION NO. _____

**RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL
ON THE PROPOSED MODIFICATION TO THE DEVELOPMENT PROGRAM
FOR DEVELOPMENT DISTRICT NO. 1 AND THE PROPOSED
ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-15:
GRACEWIND THEREIN AND THE ADOPTION OF THE TAX INCREMENT
FINANCING PLAN THEREFOR.**

BE IT RESOLVED by the City Council (the "Council") for the City of Thief River Falls, Minnesota (the "City"), as follows:

Section 1. Public Hearing. This Council shall meet on September 6, 2022, at approximately 5:30 P.M., to hold a public hearing on the proposed modification to the Development Program for Development District No. 1, the proposed establishment of Tax Increment Financing District No. 1-15: Gracewin, a housing district, and the proposed adoption of a Tax Increment Financing Plan therefor (the "Program Modification and Plan"), all pursuant to and in accordance with *Minnesota Statutes*, Sections 469.124 through 469.133 and Sections 469.174 through 469.1794, inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Program Modification and Plan. City staff is authorized and directed to work with Ehlers & Associates, Inc., to prepare the Program Modification and Plan and to forward documents to the appropriate taxing jurisdictions including Pennington County and Independent School District No. 564. The City Administrator is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to September 6, 2022, and to place a copy of the Program Modification and Plan on file in the City Administrator's office at City Hall and to make such copy available for inspection by the public.

Dated: June 21, 2022

Adopted:

Mayor

ATTEST:



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: 6/21/2022

SUBJECT:

RECOMMENDATION:

MOTION TO:

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON:

ATTACHMENTS:

1.	Set Sale Resolution (Thief River Falls 2022A)-v2
----	--

CERTIFICATION OF MINUTES RELATING TO
GENERAL OBLIGATION BONDS, SERIES 2022A

Issuer: City of Thief River Falls, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on June 21, 2022, at 5:30 p.m. in the City Offices in Thief River Falls, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
GENERAL OBLIGATION BONDS, SERIES 2022A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on June ____, 2022.

City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
GENERAL OBLIGATION BONDS, SERIES 2022A

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

Section 1. Authorization; Purpose. It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2022A (the “Bonds”), as authorized pursuant to Minnesota Statutes, Chapters 429, 444, and 475, for the purpose of financing various street and water utility improvement projects within the City and funding costs of issuance of the Bonds.

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

Section 3. Adjustment of Principal Amount of Bonds. The principal amount of the Bond issue shall be adjusted in accordance with staff recommendations upon receipt of bids for the financed projects, provided that the principal amount shall be approximately \$2,820,000.

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

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

and the following members voted against the same:

whereupon the resolution was declared duly passed and adopted.

NOTICE OF SALE

\$2,820,000*

GENERAL OBLIGATION BONDS, SERIES 2022A

CITY OF THIEF RIVER FALLS, MINNESOTA
(Book-Entry Only)

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

TIME AND PLACE:

Proposals (also referred to herein as “bids”) will be opened by the City’s Administrator, or designee, on Tuesday, July 19, 2022, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the City’s “Municipal Advisor”), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, July 19, 2022 at 5:30 P.M., CT.

•

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) emailed to PublicSale@northlandsecurities.com
- d) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4968, or
- e) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Tuesday, July 19, 2022. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

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

BOOK-ENTRY SYSTEM

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

* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

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

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be August 17, 2022)

AUTHORITY/PURPOSE/SECURITY

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

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2023, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

MATURITIES

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

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$155,000	2029	\$220,000	2034	\$255,000
2025	200,000	2030	230,000	2035	265,000
2026	205,000	2031	235,000	2036	45,000
2027	210,000	2032	240,000	2037	50,000
2028	215,000	2033	245,000	2038	50,000

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

INTEREST RATES

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

**ESTABLISHMENT OF ISSUE PRICE
(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)**

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

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

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

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

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

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

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

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

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

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

OPTIONAL REDEMPTION

Bonds maturing on February 1, 2031 through 2038 are subject to redemption and prepayment at the option of the City on February 1, 2030 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

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

DELIVERY

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

TYPE OF PROPOSAL

Proposals of not less than \$2,784,750 (98.75%) and accrued interest on the principal sum of \$2,820,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

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

A good faith deposit (the "Deposit") in the amount of \$56,400 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

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

AWARD

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

INFORMATION FROM SUCCESSFUL BIDDER

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

OFFICIAL STATEMENT

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

FULL CONTINUING DISCLOSURE UNDERTAKING

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

BANK QUALIFICATION

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

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

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

Dated: June 21, 2022

BY ORDER OF THE THIEF RIVER FALLS CITY COUNCIL

/s/ Angela Philipp
City Administrator

Additional information may be obtained from:

Northland Securities, Inc.

150 South 5th Street, Suite 3300

Minneapolis, Minnesota 55402

Telephone No.: 612-851-5900

EXHIBIT A

ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

**[\$[PRINCIPAL AMOUNT]
[BOND CAPTION]
ISSUE PRICE CERTIFICATE]**

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) *Issuer* means [DESCRIBE ISSUER].

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER]

By: _____
Name: _____

Dated: August 17, 2022

**ISSUE PRICE CERTIFICATE – COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM
ESTABLISHED UNDERWRITERS**

**[\$[PRINCIPAL AMOUNT]
[BOND CAPTION]
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([“[SHORT NAME OF UNDERWRITER]”])[the “Representative”]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. **Initial Offering Price of the Bonds.** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. **Hold the Offering Price Rule.** [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

3. **Defined Terms.** For purposes of this Issue Price Certificate:

(a) **Holding Period** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) **Issuer** means [DESCRIBE ISSUER].

(c) **Maturity** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) **Member of the Distribution Group** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) **Public** means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50%

common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was [DATE].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and BORROWER (the "Borrower")] with respect to certain of the representations set forth in the [Tax Certificate][Tax Exemption Agreement] and with respect to compliance with the federal income tax rules affecting the Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038[-G][-GC][-TC], and other federal income tax advice that it may give to the Issuer[and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By: _____
Name: _____

Dated: August 17, 2022



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: 6/21/2022

SUBJECT:

RECOMMENDATION:

MOTION TO:

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON:

ATTACHMENTS:

1.	Municipal Advisory Service Agreement 2022a
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**MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF THIEF RIVER FALLS, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

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

WITNESSETH

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Bonds, Series 2022A (the "Debt") serving in the role of municipal (financial) advisor, and

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

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

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

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

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

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

SERVICES TO BE PROVIDED BY NORTHLAND

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

Planning and Development

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

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

Bond Sale

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

Post-Sale Support

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

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

COMPENSATION

For providing these services with respect to the Debt, Northland shall be paid a lump sum of \$20,104. The fee due to Northland shall be payable by the Client upon the closing of the Bonds.

Northland agrees to pay the following expenses from its fee:

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

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

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

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

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

CONFLICTS OF INTEREST

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

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

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Northland. This form of compensation presents a

potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

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

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

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

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The Client can find information about these forms and accessing information related to Northland at www.sec.gov/municipal/oms-edgar-links.

SUCCESSORS OR ASSIGNS

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

TERM OF THIS AGREEMENT

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

Dated this 27th day of April, 2022.

Northland Securities, Inc.

By: _____

Clifton Schultz, Managing Director

City of Thief River Falls, Minnesota

By: _____

Its: _____



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: 6/21/2022

SUBJECT:

RECOMMENDATION:

MOTION TO:

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON:

ATTACHMENTS:

1.	reimbursement resolution 2022
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RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Administrator to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 21st day of June, 2022, by the Thief River Falls City Council.

CERTIFICATION

The undersigned, being the duly qualified and acting Administrator of the City of Thief River Falls, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on June 21, 2022. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Administrator of the City of Thief River Falls, Minnesota, this 21st day of June, 2022.

Administrator
City of Thief River Falls, Minnesota

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Administrator of the City of Thief River Falls, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Thief River Falls City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

- NORTHWEST RESURFACING STREET IMPROVEMENT PROJECT (\$2,300,000)
- WATER TOWER PAINTING (\$650,000)

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$2,950,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: June 21, 2022

Administrator
City of Thief River Falls, Minnesota



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: 6/21/2022

SUBJECT: #8.9 Allow Food Trucks to be Present and Parked in the Grass at the Floyd B. Olson Park During the Farmers Market Schedule on Saturdays from 9:00 am-noon.

RECOMMENDATION: It is Respectfully Requested the Council Consider the Following Recommendation from the Administrative Committee:

MOTION TO: Allow Food Trucks to be Present and Parked in the Grass at the Floyd B. Olson Park During the Farmers Market Schedule on Saturdays from 9:00 am-noon.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.10 Thief River Falls Regional Airport Driveway Rehabilitation Project

RECOMMENDATION: It is respectfully requested the council consider the following recommendation from the Administrative Committee:

MOTION TO: To lend the Thief River Falls Regional Airport Authority up to One Hundred Thousand (\$100,000) Dollars at 5% interest with annual payments over a ten (10) year period to be used to help finance the airport driveway rehabilitation project that is adjacent to the college entrance.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS: The City is lending the TRF Airport up to \$100,000 at 5% interest over a ten year period with payments made annually starting January 2023.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.11 Appoint Councilmember Jason Aarestad to all opioid meetings the City of Thief River Falls is invited to.

RECOMMENDATION: It is Respectfully Requested the Council Consider the Following Recommendation from the Administrative Committee:

MOTION TO: Appoint council member Jason Aarestad to all opioid meetings the City of Thief River Falls is invited to. The attendance of this meeting would qualify for a per diem submission.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.12 Appoint Mayor Brian Holmer to the Child Care Task Force to attend on behalf of the City of Thief River Falls.

RECOMMENDATION: It is respectfully requested the council consider the following recommendation from the Administrative Committee:

MOTION TO: Appoint Mayor Brian Holmer to the Child Care Task Force board. The attendance of this meeting would qualify for a per diem submission.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator

ATTACHMENTS:

None



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Request for Council Action

DATE: 6/21/2022

SUBJECT: #8.13 REA Raingarden Rebuild

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

MOTION TO: Approve landscaping estimate from the Cider Mill to plant the newly purchased plants for the REA Rain gardens, install new block edging, installation of weed fabric, and installation of rock for the amount of \$13,531.25. Completing this list of tasks would bring the current SWCD contract into compliance. Completion of the work proposed, would also bring a fresh look to the front of the Ralph Englestad Arena.

BACKGROUND: In 2021, Venuworks, Inc. submitted a request to Public Works Committee for the raingardens at the REA to be restored to original condition. This request was supported by an existing contract that the city signed with the SWCD. The Public Works Department took on the role to try and reach the needs of the contract. On 4/19/2022 City Council approved the purchase of the necessary replacement plants. The plants are ready to be planted.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: When an original REA Raingarden rebuild RCA was presented to PWC in 2021, the cost for replacement plants alone was more than \$10,000.00. The City of Thief River Falls Public Works Department took over the handling of this contract compliance to help lower city cost, by utilizing city workers and various volunteers. The previously invested work saved the City of Thief River Falls in the final dollar investment to meet contract compliance. On 4/19/2022 the City Council approved RCA#4-73-22, in the amount of \$1,898.00 for the purchase of new replacement plants for the REA rain gardens. The estimated cost of this RCA is \$13,531.25. This purchase would be an unbudgeted expense paid for by stormwater budget fund.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

1.	SWCD REA Rain Garden Contract
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Clean Water Fund Agreement



**CLEAN
WATER
LAND &
LEGACY
AMENDMENT**

GENERAL INFORMATION

Conservation District: Pennington	Contract No.: FY11-02	Individual / Group: I	Federal or other Cost-Share? Yes ☐ No ☒
County number: 113			

APPLICANT

Applicant: City of Thief River Falls	Address and Phone Number: 405 3rd St E 218-681-2943	City/State: Thief River Falls, MN	ZIP: 56701
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement.

CONSERVATION PRACTICE LOCATION

Township Name: North	Township: 154N	Range: 43W	Section: 33	1/4, 1/4: SW, NE	County Number: 113	Minor Watershed Number: 63023
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CONTRACT INFORMATION

I (we), the undersigned, do hereby request Clean Water Legacy Funds (CWL) assistance to help defray the cost of installing the following conservation practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier or landowner is responsible for the operation and maintenance of practices applied under this program to ensure that the conservation objective of the practice is met and the effective life, a minimum of **10 years**, is achieved. Full establishment and maintenance of all conservation practices to achieve the upland treatment criteria are considered a Clean Water Legacy Program requirement for the life span of the practice receiving financial cost-share assistance. Should the land occupier or landowner fail to maintain the practice during its effective life, the land occupier or landowner is liable to the state of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice. The land occupier or landowner is not liable for cost-share assistance received if the failure was caused by reasons beyond the land occupier or landowner's control, or if conservation practices are applied at the land occupier or landowner's expense that provide equivalent protection of the soil and water resources.

In no case shall a conservation district provide cost-share assistance to a land occupier or landowner for the reapplication of a practice that was removed by the land occupier or landowner during its effective life without consent of the conservation district board or that failed due to improper maintenance. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the conservation district technical representative. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the land occupier or landowner who signed this contract to notify the Pennington Soil and Water Conservation District about the change in ownership and advise the new owner that this contract is in force.

2. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:
U.S.D.A. - N.R.C.S. Field Office Technical Guide
3. Increases in the practice units or cost must be approved by the conservation district board as a condition to increase the cost-share payments by amendment.
4. This contract, when approved by the conservation district board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started by **12/31/2014** (date), this contract will be automatically terminated on that date.
5. Practices will be installed by **12/31/2014** (date) unless this contract is amended by mutual consent to reschedule the work and funding.
6. Items of cost for which reimbursement is claimed on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the conservation district board as practical and reasonable. The district board has the authority to make adjustments to the costs submitted for reimbursement.

APPLICANT SIGNATURES

The landowner's and land occupier's signature indicates their agreement to:

1. Grant the conservation district's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the conservation district technical representative.

Date 7/10/13	Landowner/Spokesperson Larry Kuna C.A.	Address 405 3rd Street E.	City/State/Zip Code Thief River Falls MN 56601
Date	Land Occupier	Address	City/State/Zip Code

CONSERVATION PRACTICE

The conservation practice category for which Clean Water Fund Assistance is requested is: Sediment Basins

Eligible component(s) 712	Other recognized technical practice 484, 606, 620	Engineered Practice (☒ yes or ☐ no) Ecological practice (☐ yes or ☒ no)	Total Cost Estimate \$96,747
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TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed conservation practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

Conservation District Technical Representative Burd Ants	Date 7/15/13
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AMOUNT OF CLEAN WATER FUNDS (ENCUMBRANCE)

Clean Water Funds not to exceed \$74,573 or 77.08 percent of the total construction cost, whichever is less.

Conservation District Board Chair Mike Norman	Board Meeting Date 7-15-13
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**CITY OF THIEF RIVER FALLS
INVESTMENT SUMMARY**

BANK/BROKER	TYPE AND DESCRIPTION OF SECURITY	PAR	MATURITY DATE	YIELD OR INTEREST RATE	CALL DATE	CURRENT MARKET VALUE
<u>RBC</u>						
Sallie Mae BK Salt lake City	Certificate of Deposit - Brokered	\$82,000	23-Aug-22	2.35%	23-Aug-22	\$82,241.08
Bank Hapoalim BM New York	Certificate of Deposit - Brokered	\$171,000	26-Feb-21	0.25%	26-Aug-22	\$170,658.00
BMW Bnk North Amer Salt Lake	Certificate of Deposit - Brokered	\$209,000	11-Oct-23	1.85%	11-Apr-20	\$207,488.93
American Express Natl Bk	Certificate of Deposit - Brokered	\$248,000	18-Mar-24	1.60%	16-Sep-22	\$243,206.16
Comenity Cap Bk Utah CD 1.2	Certificate of Deposit - Brokered	\$249,000	15-May-24	2.75%	15-May-19	\$248,676.30
New York Community Bank	Certificate of Deposit - Brokered	\$183,000	03-Jun-24	0.30%	03-Dec-21	\$173,948.82
Port Houston Auth Tex Harris	Certificate of Deposit - Brokered	\$500,000	01-Oct-24	2.25%	12-Aug-20	\$494,215.00
Morgan Stanley Pvt Bk	Certificate of Deposit - Brokered	\$245,000	27-Feb-25	1.80%	27-Aug-20	\$237,277.60
State Bk India New York NY	Certificate of Deposit - Brokered	\$183,000	10-Jun-25	1.05%	10-Dec-20	\$172,437.24
JPMorgan Chase Bank N A CD CLL	Certificate of Deposit - Brokered	\$246,000	30-Sep-25	0.40%	31-Mar-21	\$225,168.72
Goldman Sachs BK USA New York	Certificate of Deposit - Brokered	\$200,000	11-Feb-26	1.00%	11-Aug-21	\$185,202.00
Vernon Hills Taxable GO	Certificate of Deposit - Brokered	\$246,000	30-Mar-26	2.85%	01-Jul-22	\$246,957.50
BankUnited A Svgs Bk Miami	Certificate of Deposit - Brokered	\$249,000	31-Mar-26	0.95%	30-Jun-21	\$229,383.78
UBS BK USA Salt Lake City UT	Certificate of Deposit - Brokered	\$245,000	16-Jun-26	0.85%	16-Jul-21	\$223,589.45
Defiance Ohio City Sch Dist	Certificate of Deposit - Brokered	\$550,000	01-Dec-28	0.00%	01-Dec-28	\$435,176.50
Thief River Falls Minn Indpt	Bond - Brokered	\$190,000	01-Feb-27	1.01%	01-Feb-27	\$172,417.40
Plattsburgh NY Pub Impt Bnds	Bond - Brokered	\$200,000	01-Nov-22	2.25%	02-Nov-17	\$200,488.00
RBC INVESTMENTS						\$3,948,532.48
Border State Bank	Certificate of Deposit	\$100,000	16-Dec-22	0.35%	16-Dec-22	\$100,000.00
BORDER STATE BANK INVESTMENTS						\$100,000.00

Servisfirst Bank	Certificate of Deposit - Brokered	\$248,600	05-Jul-22	0.160%	\$249,500.00
Greenstate Credit Union	Certificate of Deposit - Brokered	\$249,200	19-Dec-22	0.210%	\$249,200.00
4M INVESTMENTS					<u>\$498,700.00</u>

TOTAL CD INVESTMENTS	\$4,547,232.48
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MONEY MARKET ACCOUNTS

Piper Jaffray	First American Gov't Obligations Fund	0.01%	\$3,169,626.71
RBC	US Govt Money Market Fund		\$0.19
League of Minnesota Cities	4M Money Market Fund	0.01%	\$7,286,288.13
League of Minnesota Cities	4M Plus Fund	0.03%	\$25,795.07
League of Minnesota Cities	4M LTD Account		<u>\$741,951.96</u>

TOTAL MONEY MARKET SAVINGS	\$11,223,662.06
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GRAND TOTAL	05/31/2022	<u><u>\$15,770,894.54</u></u>
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*Interest paid every 6 months.