

THIEF RIVER FALLS CITY COUNCIL AGENDA

Tuesday, March 7, 2023

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC FORUM - *Individuals may address the City Council about any item not included on the regular agenda. A maximum of 5 minutes is allotted for the public forum. The City Council will not take official action on items discussed at this time, with the exception of referral to staff or a committee, board or commission for a future report.***
- 5. PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**
- 6. APPROVE AGENDA - *Council members may add items to the agenda for discussion purposes or staff direction. The Council will not normally take official action on items added to the agenda.***
- 7. CONSENT AGENDA - *These items are considered routine in nature and are approved with one motion without discussion/debate. The Mayor will ask if any Council member wishes to remove an item and place it on the regular agenda for discussion and consideration. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.***
 - 7.1. Approval of February 21, 2023 Council Proceedings
 - 7.2. City of Thief River Falls Bills and Disbursements and Council Per Diems
- 8. NEW BUSINESS**
 - 8.1. Call for Second Reading of Ordinance No 147, 3rd Series, Amendment to City Code Chapter 152.036 Performance Standards For Commercial And Industrial Zoning Districts
 - 8.2. Approval of Ordinance No 147, 3rd Series, Amendment to City Code Chapter 152.036 Performance Standards For Commercial And Industrial Zoning Districts
 - 8.3. Resolution Approving State of Minnesota Joint Powers Agreements With The City

of Thief River Falls On Behalf of Its City Attorney and Police Department

8.4. CGMC Update & Workgroup Discussion

- 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 Meeting - March 7th Immediately Following City Council

10.2. Utilities Committee - March 13th at 7:00 a.m.

10.3. Public Safety/Liquor Committee - March 13th at 4:30 p.m.

10.4. Administrative Services Committee - March 14th at 4:30 p.m. Room 201 City Hall

10.5. Public Works Committee - March 15th at 4:30 p.m.

10.6. City Council Meeting - March 21st at 5:30 p.m.

11. INFORMATIONAL ITEMS

12. ADJOURNMENT

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

COUNCIL PROCEEDINGS

Tuesday, February 21, 2023

CALL TO ORDER

This meeting is officially called to order at 5:30 p.m. on February 21, 2023. This meeting is being presided over by Mayor Brian Holmer.

PLEDGE OF ALEGIANCE

ROLL CALL

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

PUBLIC HEARING

- 2023 Street and Utilities Improvements

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

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

On vote being taken, the resolution was unanimously passed.

CONSENT AGENDA

RESOLUTION NO. 02.39.23: Approval of February 7, 2023 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-39-23, being seconded by Councilmember Anthony Bolduc, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve February 7, 2023 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.40.23: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-40-23, being seconded by Councilmember Anthony Bolduc, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of \$604,316.46. 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. 02.41.23: Pennington County Fair Association Gambling Premises Permit

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-41-23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, The Pennington County Fair Association is required to obtain the City's approval to conduct lawful gambling on the premises of Pennington County Fairgrounds (524 N Barzen). prior to submitting an application to the State of Minnesota.

WHEREAS, \$100 Application Premises Permit Fee, for each permit (non-refundable) to the State of MN.

THEREFORE, BE IT RESOLVED Authorize the Pennington County Fair Association to conduct lawful gambling on the premises of Pennington County Fairgrounds (524 N Barzen).

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.42.23: Parade Application to Pennington County Fair Association during the Pennington County Fair

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-42-23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, The Pennington County Fair Association has applied for a Parade Application Permit. The route would remain the same as in prior years unless construction causes a route change. If this was to occur, the Pennington County Fair Association would work with the City and Law Enforcement to find a suitable alternative.

WHEREAS, The license fee is \$20 per day.

THEREFORE, BE IT RESOLVED Approval of Parade Application to Pennington County Fair Association during the Pennington County Fair on July 12, 2023, from 7 - 9:00 p.m.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.43.23: Approval of Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-43-23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, Pennington County Fair Association applies for a Permit each year.

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

Applicant hereby agrees to obtain a resolution of its governing board wherein applicant agrees to indemnify and hold harmless the City of Thief River Falls and its elected officials, employees, and agents, from and against any and all liabilities, judgements, settlements, losses, costs, or charges, including attorneys' fees, incurred by the City of Thief River Falls, and/or any of its elected officials, employees, and agents, as a result of

any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, and/or property damage caused by, arising out of, or relating to or associated with the granting of a temporary intoxicating liquor license to applicant.

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

WHEREAS, Cost of the license is \$35. Per day.

THEREFORE, BE IT RESOLVED By the City Council, to grant the Pennington County Fair Association a Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License, corrected dates of July 12 – 16, 2023 from noon to midnight at the Fairgrounds during the Pennington County Fair.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.44.23: Approval of Purchase of Plastic Sanitation Bags

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 02-44-23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, The city of Thief River Falls purchases plastic refuse bags on an annual basis for distribution to the residents of the city. The city has historically used black garbage bags with “TRF” printed on them to indicate they are a sanitation customer of the city. Revolution Materials is the lowest bid, and has supplied the city with sanitation bags since 2012. Bag features will remain the same as the previous two years of 1.2 mil thickness with white printed “TRF” lettering, flat seal, and no ties.

2023 Customer Needs											
	# of custon	Rolls of 100	Rolls of 25								
50 bags/yr	150	0	300								
75 bags/yr	727	0	2181								
100 bags/yr	1665	1665	0								
150 bags/yr	505	505	1010								
200 bags/yr	219	438	0								
250 bags/yr	64	128	128								
300 bags/yr	29	87	0								
totals	3359	2823	3619								

2023 increase	revenue increase	increased cost of bags
\$0.00/month	0	\$33.00
\$1.00/month	\$8,724.00	\$239.91
\$1.00/month	\$19,980.00	\$765.90
\$1.50/month	\$9,090.00	\$343.40
\$1.75/month	\$4,599.00	\$201.48
\$2.00/month	\$1,056.00	\$72.96
\$2.25/month	\$459.00	\$40.02
	\$43,908.00	\$1,696.67

Rolls of 100	Rolls of 25
2823	3619

2023 Tabulation of Quotes Plastic Refuse Bags City of Thief River Falls										
Company	100 bag rol \$/100 roll	25 bag rolls \$/25 roll	Total Bid	mil thick	seal type	bag color	letter color	total bags	price/bag	
Jadcore, Inc	2900	\$10.76	3700 \$2.69	\$41,157.00	1.2	Flat	Black	White	382,500	\$0.108 Winning Bid
Dyna Pak	2900	\$14.10	3700 \$3.55	\$54,025.00	1.2	Flat	Black	White	382,500	\$0.141
Waste Zero	2900		3700	\$0.00	1.2	Flat	Black	White	382,500	No bid No bid
2022 purchase price		\$10.30	2.57							

THEREFORE, BE IT RESOLVED Approve the purchase of plastic refuse bags from Revolution Materials in the amount of \$41,157.00.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

Call for First Reading of Ordinance No 147, 3rd Series, Amendment to City Code Chapter

152.036 Performance Standards For Commercial And Industrial Zoning Districts

Councilmember Steve Narverud motioned, being seconded by Councilmember Anthony Bolduc to call for the first reading of an Ordinance No 147, 3rd Series, Amendment to City Code Chapter 152.036 Performance Standards For Commercial And Industrial Zoning Districts. The motion carried.

WHEREAS, The City of Thief River Falls has sections in the city code within land usage that controls among other things the zoning code. Chapter 152.036 PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS includes Buffer requirements. Periodically when warranted these regulations are reviewed and amended to address circumstances as requested.

WHEREAS, Section 152.036 requires Buffers on commercial and industrial zoned properties adjacent to residential or agricultural zoned land. This has been problematic on numerous occasions as these buffers are generally completed at the end of a project with very little detail on the front end of the project. The requirements would remain basically the same with the addition of the requirement of a conditional use permit prior to issuance of a building permit. This would require a public hearing with the Planning Commission that includes neighborhood notification for the presentation of a buffer plan which may allow a reduction of the 35' dimension in certain circumstances with a performance-based design. A recommendation for approval from the Planning Commission would be forwarded to the City Council for final review and consideration.

THEREFORE, BE IT RESOLVED Call for First Reading of Ordinance No 147, 3rd Series, amendment to City Code Chapter 152.036 PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, amending Buffer requirements to require a conditional use permit, and by adopting by reference City Code Chapter 10 and Section 152.998, which, among other things, contain penalty provisions.

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

Call for First Reading of Ordinance No 146, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 30, By Amending Section 30.02 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Mike Lorenson to call for the first reading of an Ordinance No 146, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 30, By Amending Section 30.02 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

WHEREAS, 30.02 Council Meetings

Regular meetings of the Council shall be held in the Council Chambers on the first and third Tuesdays of each month at 5:30 p.m.

Section 2. City Code Chapter 10 entitled "General Provisions", which among other things contain penalty provisions, are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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

THEREFORE, BE IT RESOLVED Call for First Reading of Ordinance No 146, 3rd Series, amendment to City Code Chapter 30.02 amending the Regular meetings of the Council shall be held in the Council Chambers on the first and third Tuesdays of each month at 5:30 p.m.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.45.23: Approval of Ordinance No 146, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 30, By Amending Section 30.02 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Following discussion, Councilmember Steve Narverud introduced Resolution No. 02.45.23, being seconded by Councilmember Jason Aarestad, to suspend second reading and approve the Ordinance No 146, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 30, By Amending Section 30.02 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

On vote being taken, the resolution was unanimously passed.

Call for First Reading of Ordinance No 148, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 111, By Amending Section 111.034 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Councilmember Jason Aarestad motioned, being seconded by Councilmember Anthony Bolduc to call for the first reading of an Ordinance No 148, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 111, By Amending Section 111.034 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Section 1. City Code Chapter 111 is hereby amended as follows:

City Code Section 111.034 is hereby amended as follows:

§ 111.034 OFF-SALE MALT LIQUOR.

Subdivision 1, (c) (6). A brewer's total retail sales at on-or-off sale under this section may not exceed seven thousand five hundred (7,500) barrels per year, provided that off-sales may not total more than seven hundred fifty (750) barrels per year, except as allowed by Minnesota Statutes Chapter 340A.29.

§ 111.034 OFF-SALE MALT LIQUOR.

Subdivision 1, (c) (8). Small Brewer Off-Sale. The amount of malt liquor sold at off-sale under this license may not exceed 128 ounces per customer, per day, and must be packaged in a container or combination of containers that is in compliance with the provisions of Minnesota Rules, parts 75.15.1080 to 7515.1120.

§ 111.034 OFF-SALE MALT LIQUOR.

Subdivision 1, (f). Restrictions.

(1). A brewer licensed under this section may hold or have an interest in a retail on-sale license issued pursuant to this section, but may not have an ownership interest in whole or part, or be an officer, director, agent or any employee of, any other manufacturer, brewer, importer, or wholesaler, or be an affiliate thereof, whether the affiliation is corporate or by management, direction, or control, except as authorized by Minnesota Statutes section 340A.301, as amended from time to time.

(2). A license issued under this section may not be issued to a brewer if the brewer seeking the license, or any person having an economic interest in the brewer seeking the license or exercising control over the brewer seeking the license, is a brewer that brews more than 20,000 barrels of its own brands of malt liquor annually.

Section 2. City Code Chapter 10 entitled "General Provisions", which among other things contain penalty provisions, are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.46.23: Approval of Ordinance No 148, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 111, By Amending Section 111.034 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02.46.23, being seconded by Councilmember Michele McCraw, to suspend second reading and approve the Ordinance No 148, 3rd Series, of The City of Thief River Falls, Minnesota, Amending City Code Chapter 111, By Amending Section 111.034 And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.47.23: Approval of Rivers & Rails Brewery Application For Small Brewer Off Sale

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-47-23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, Rivers & Rails Brewery opened for business June 15, 2022.

WHEREAS, The sale of alcoholic beverages in original packages for consumption off the licensed premises only with a 128 ounces per day limit.

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

Applicant hereby agrees to obtain a resolution of its governing board wherein applicant agrees to indemnify and hold harmless the City of Thief River Falls and its elected officials, employees, and agents, from and against any and all liabilities, judgements, settlements, losses, costs, or charges, including attorneys' fees, incurred by the City of Thief River Falls, and/or any of its elected officials, employees, and agents, as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, and/or property damage caused by, arising out of, or relating to or associated with the granting of a temporary 3.2 percent malt 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 will result in the application being denied.

THEREFORE, BE IT RESOLVED To Approve an Application For Small Brewer Off Sale – 128 ounces per day to Rivers & Rails Brewery.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.48.23: Approval of Employment and Wage of Daniel Chase, Electric Superintendent

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 02-48-23, being seconded by Councilmember Steve Narverud, Councilmember Jason Aarestad requested roll call vote.

On vote being taken, Lorenson, Narverud, and Holmer voted aye. Bourne, McCraw, Aarestad, Pream and Bolduc voted nay. The resolution failed.

RESOLUTION NO. 02.61.23: Approval of Reopening of Electric Superintendent Position

Following discussion of failed motion, Councilmember Jason Aarestad motioned, being seconded by Councilmember Megan Bourne, to reopen Electric Superintendent to the public immediately.

On vote being taken, the motion was unanimously passed.

RESOLUTION NO. 02.49.23: Approval of Notice of Right of First Refusal - Stoked, LLC

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-49-23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The Notice of Right of First Refusal provides Stoked, LLC which seeks to own and operate a Junior Hockey Franchise in the Ralph Engelstad Arena, the first opportunity to negotiate a tenant lease agreement with the Ralph Engelstad Arena of Thief River Falls.

WHEREAS, A new lease has not yet been determined, however, a new lease will be negotiated in good faith, keeping in mind the economic impact that it has on our overall business and residents of Thief River Falls, MN.

THEREFORE, BE IT RESOLVED To accept the Notice of Right of First Refusal and authorize the Executive Director of VenuWorks of TRF, MN, the City Administrator and the Mayor to sign for approval.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.50.23: Approval of One-Year Storm Water Utility Rate Increase

Following discussion, Councilmember Scott Pream introduced Resolution No. 02-50-23, being seconded by Councilmember Steve Narverud, that:

WHEREAS, The previous storm water utility rate was approved in 2020, and had incremental increases in 2021 and 2022. The proposed rate increase would be approved for only one year. The Residential monthly rates would increase \$.50/month and Commercial/Multi-family/Industrial rates would increase \$1.00/acre/month, based on applicable formula. The current residential rate and commercial rates are significantly lower than similar size comparable cities. The one year proposed approval rate will allow for new data technology to be considered with future storm water utility rate.

WHEREAS, The City adopted a storm water utility in 2004 to fund the cost of installing, operating, and maintaining the city's storm sewer system. It also funds related operations such as street sweeping to prevent debris from entering the storm sewer system.

THEREFORE, BE IT RESOLVED To approve a one-year Storm Water Utility Rate Increase. The new rate proposal would be \$6.00/month for residential properties, and \$14.50/acre x 2.5 x impervious area of property or \$14.50/acre x 1.5 x entire area of property for apartment buildings and commercial properties.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.51.23: Approval of 2023 Street & Utilities Improvement Project Call for Plans and Specifications

Following discussion, Councilmember Steve Narverud introduced Resolution No. 02-51-23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, The items outlined in the feasibility report listed below are potential improvements based on items from the City's Capital Improvement Program, items requested by developers, homeowners, and other departments.

The 2023 Street and Utilities improvement plan for the city of Thief River Falls includes:

- Reconstruction of base and pavement on portions of Arnold, Duluth, and Knight Avenues located between 9th street and 12th street. It would also include portions of resurfacing of pavement on streets located between Arnold Avenue and Trunk Highway #32.
- Completion of Robson Court Cul-de-sac (aggregate, curb and gutter, asphalt

pavement).

WHEREAS, A public hearing was held tonight, February 21st, to discuss the proposed improvements. The City Council will need to order the improvements and call for plans and specifications to allow adequate preparation time to stay on schedule for a May 4th bid opening. The council may order any, or all, of the items identified in the list of improvements.

THEREFORE, BE IT RESOLVED Order Improvements and Call for Plans and Specifications for the 2023 Street & Utilities Improvements Project as follows:

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.52.23: Approval of Resolution Accepting a Donation(S) To The City Of Thief River Falls, MN

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-52-23, being seconded by Councilmember Scott Pream, that:

WHEREAS, Minn. Stat. § 465.03 authorizes cities to accept gifts to be used upon the terms specified by the donor(s);

WHEREAS, the City of Thief River Falls will be hosting the Coalition of Greater Minnesota Cities in July of 2023;

WHEREAS, the hosted event does not qualify for statutory public expenditures;

WHEREAS, in order to create a positive experience, to highlight the community, and to engage in educational, civic, and governmental discourse for the betterment and improvement of City governmental operations, the City of Thief River Falls wishes to seek the solicitation of private contributions/donations from non-interested parties to assist with its hosting of the Coalition of Greater Minnesota Cities in July of 2023;

WHEREAS, the governing body determines that hosting of this event in July of 2023 will foster positive relationships between the City of Thief River Falls and other Cities throughout the State of Minnesota and will provide education and betterment of municipal operations.

THEREFORE, BE IT RESOLVED That this council hereby authorizes officials, staff and volunteers to solicit private contributions/donations from non-interested parties for the express purposes of funding or supporting the hosting of the Coalition of Greater Minnesota Cities in this community in July of 2023.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.53.23: Approval to Authorize the City Administrator to purchase voting booths

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 02-53-23, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, The existing election voting booths are in terrible condition. The side plastic dividers have become extremely brittle and continuously break. The City of Thief River Falls has been able to use the existing booths for around 40 years or more. With this purchase of new voting booths will provide additional spaces to vote at each precinct for elections in the future.

THEREFORE, BE IT RESOLVED Authorize the City Administrator to purchase 46 voting booths with light in the amount of \$9,660 plus \$750 in shipping cost from Government Forms and Supplies.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.54.23: Approval of Councilmember Per Diem

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-54-23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The City of Thief River Falls relies on Councilmembers to participate actively and regularly by attending meetings to which they have been assigned. Meetings are scheduled at all times of the day both in Thief River Falls and in other locations. Attendance at meetings often requires councilmembers to change their work or personal schedules or both and may result is lost income. City Council meetings would not be eligible for per diem payment.

THEREFORE, BE IT RESOLVED To authorize payment of councilmember per diem of \$32.50 per meeting for meetings approved by City Council as listed in the January 3, 2023 council minutes or such other meetings as may be approved by the City Council for per diem payment except that no more than three per diem meeting payments shall be approved for any one calendar day. If a councilmember attends a conference or training the following per diem will be authorized. A conference or training that lasts 4 hours or under in 1 calendar day will be paid at \$75, if conference or training is over 4 hours in 1 calendar day it will be paid at \$100. Payments would be for meetings after March 1, 2023.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. : Discussion on Department Head Performance Evaluations vs Department Update at Committee of Whole Meeting

Council discussed whether to have department head reviews at the first council meeting of the month with a summary read at the second meeting of the month. Council agreed the reviews should maybe happen within the particular committee that knows more of the individual's performance. Council discussed they would prefer department updates vs. reviewing of individual department head. The administrative committee recommended having a committee of whole meeting every other month with a department update, possible Teams trainings and LMC trainings. Council agreed to have first Committee of Whole on March 7, 2023.

RESOLUTION NO. 02.55.23: Approve employment of Erik Jax as Patrol Officer

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-55-

23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The City Council, by Resolution No.06.147.22 authorized that the City of Thief River Falls begin the process to fill the position of Patrol Officer. Applications from the public were accepted and interviews were conducted on January 19th. Mr. Jax was offered the position pending successful passage of background requirements, which has been accomplished, and pending approval by the City Council. As a result of recent patrol officer resignations an officer needs to be replaced in the department to continue coverage of shifts.

WHEREAS, The Police Department currently has 14 full-time officers. At the beginning of 2022 we had 16 full-time officers.

THEREFORE, BE IT RESOLVED To approve the following employment:

Erik Jax as a Patrol Officer. Officer Jax shall have a begin date of employment on February 23rd, 2023, at Grade 5, Step 3 of the LELS salary schedule for a starting salary of \$31.50 per hour. Officer Jax has successfully completed all pre-employment examinations.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.56.23: Approval to Authorize the advertising of filling an additional position for Police Officer

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-56-23, being seconded by Councilmember Megan Bourne, that:

WHEREAS, This was brought up for discussion in budget meetings to try and limit the overtime that has been generated for lack of police officer positions.

WHEREAS, This is a budgeted item for 2023.

THEREFORE, BE IT RESOLVED To authorize the advertising of filling the position of Patrol Officer. This position would be the 17th 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. 02.57.23: Approve for the City of Thief River Falls to change our domain name to trfmn.gov

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 02-57-23, being seconded by Councilmember Mike Lorenson, that:

On vote being taken, the resolution was unanimously passed.

WHEREAS, The City presently has citytrf.net as our domain name. To increase security and be recognized as a government entity we would like to change our domain name to

trfmn.gov.

WHEREAS, A .gov domain is important because it verifies the website belongs to an official government agency in the United States.

THEREFORE, BE IT RESOLVED Approve for the City of Thief River Falls to change our domain name to trfmn.gov

RESOLUTION NO. 02.58.23: Approve for the City of Thief River Falls Mobile Device Management (MDM)

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 02-58-23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The City presently does not have the means to manage mobile devices, such as cell phones and iPads.

WHEREAS,

1. A mobile device management would help us manage and secure our fleet of mobile devices:

- Detect and distribute, missing patches and updates
- Manage Installed Applications (software).
 - Distribution and blocking of malicious apps.
- Apply policies (lock password screen, password configuration)
- Device and app security
- Remote actions for lost and stolen devices (locate, wipe).

2. 3 MDMs were reviewed

- The one chosen was:
 - Least expensive at \$2.25 per device per month
 - Recommended by Verizon and Morris Electronics
 - Includes 2 hours of setup support + one more hour.
 - 24/7/365 support is available in Austin, TX, with excellent support
 - Supports DEP (Device Enrollment Program)
 - 63 licenses include: 36 cell phones, 27 iPads (including City Councils)

THEREFORE, BE IT RESOLVED Approve for the City of Thief River Falls Mobile Device Management (MDM)

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.59.23: Approval to migrate to Government tenant and purchasing Office 365 Government licensing

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 02-59-23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The City presently is in the business cloud with our Office 365. Office 365 Government plans are designed for government organizations.

WHEREAS,

- Security
- In the government cloud we are guaranteed our data does not leave the USA.
- Employees are screened and vetted.
- Meets U.S. Compliance and security standards.

THEREFORE, BE IT RESOLVED Approve for the City of Thief River Falls migrating our Office 365 from the Commercial tenant to the Government tenant and purchasing Office 365 Government licensing.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 02.60.23: Approve for the City of Thief River Falls licensing to back up our Office 365.

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 02-60-23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, As the City progresses using Office 365 it becomes more imperative the need to manage and protect our vital data with a backup. Backing up in terms of a separate copy of data stored in a separate location that can quickly and easily be recovered from.

WHEREAS,

- Accidental Deletion
- Retention policy gaps and confusion
- Internal and external security threats
- Legal and compliance requirements
- Managing hybrid email deployments and migrations to Microsoft 365
- Teams' data structure

THEREFORE, BE IT RESOLVED Approve for the City of Thief River Falls licensing to back up our Office 365.

On vote being taken, the resolution was unanimously passed.

COUNCIL BOARDS AND COMMISSIONS REPORTS

- Councilmember Jason Aarestad gave a shout out for the events at the Arena.
- Councilmember Mike Lorenson mentioned there are promotion flights at the airport

March and April for \$89.

- Mayor Brian Holmer mentioned to council and staff that if attending A Day at the Capital let him or Angie know by February 24th.

UPCOMING MEETINGS

- City Council Meeting - March 7th at 5:30 p.m.
- Committee of Whole – March 7th Immediately following City Council Meeting
- Utilities Committee - March 13th at 7:00 a.m.
- Public Safety/Liquor Committee - March 13th at 4:30 p.m.
- Administrative Services Committee - March 14th at 4:30 p.m. Room 201 City Hall
- Public Works Committee - March 15th at 4:30 p.m.
- City Council Meeting - March 21st at 5:30 p.m.

INFORMATIONAL ITEMS

- January 2023 Investment Summary
- Music in the Park - Cultural Grant Collaboration/Pioneer 90.1

ADJOURNMENT

There being no further discussion, Councilmember Mike Lorenson, being seconded by Councilmember Scott Pream to adjourn at 6:37 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	



#7.02

MARCH 7th, 2023

Page 18 of 69

COUNCIL PER DIEM TO BE PAID ON 03/23/2023 PAYROLL
Presented 03/7/2023 Council Meeting

Megan Bourne- January 2023

01/09/23	Public Safety/Liquor Committee	4:30	Council Chambers	\$32.50	
					\$32.50

Steve Narverud - February 2023

02/07/23	Comm of the Whole	6:00-7:00	Council Chambers	\$32.50	
02/13/23	Interviews for Forester	2:30-4:30	Rm 201	\$32.50	
02/13/23	Public Safety	4:30-7:00	Council Chambers	\$32.50	
02/14/23	Planning and Zoning	5:00-6:00	Council Chambers	\$32.50	
02/15/23	Advance Thief River	12:00-1:00	School Dist Board Rm	\$32.50	
02/15/23	Public Works	4:30-7:00	Council Chambers	\$32.50	
					\$195.00

Jon Scott Pream - January 2023

1/10/2023	Special Council Meeting (Taxi)	4:00PM	City Hall	\$32.50	
1/11/2023	Public Works	4:30PM	City Hall	\$32.50	
1/19/2023	TRF Library Board	3:00PM	TRF Public Library	\$32.50	
					\$97.50

Jon Scott Pream - February 2023

2/13/2023	Utilities Committee	7:00AM	City Hall	\$32.50	
2/14/2023	CVB	12:00PM	Carnegie	\$32.50	
2/15/2023	Public Works	4:30PM	City Hall	\$32.50	
2/16/2023	NW Regional Library Board	4:30PM	NRLB Office on Labree	\$32.50	
					\$130.00

Total	\$455.00
--------------	-----------------



City of Thief River Falls, MN

Refund Check Register

Refund Check Detail

UBPKT01430 - Refunds 01 UBPKT01428 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-00247-008	SCHILL, TYLER K	2/28/2023	89235	239.43			239.43	Generated From Billing
12-01457-002	JOHNSON, KAI P.	2/28/2023	89236	103.79			103.79	Generated From Billing
14-01728-007	CLOUD, BRADLEY S	2/28/2023	89237	101.80			101.80	Generated From Billing
15-01808-009	BRYAN, JACKIE R	2/28/2023	89238	200.11			200.11	Generated From Billing
24-04759-034	WALETZKI, DARIA J	2/28/2023	89239	189.08			189.08	Generated From Billing
26-03685-003	ECKMAN, KENDRA M.	2/28/2023	89240	174.69			174.69	Generated From Billing
27-03778-000	COLEMAN, KENNETH D	2/28/2023	89241	178.58			178.58	Generated From Billing
31-05012-002	DUFFY, RACQUEL	2/28/2023	89242	131.71			131.71	Generated From Billing
31-05031-003	WOJCIECHOWSKI, TRINA A	2/28/2023	89243	189.68			189.68	Generated From Billing
31-05200-002	SCHAG, JOHN D	2/28/2023	89244	73.50			73.50	Generated From Billing
Total Refunds: 10			Total Refunded Amount:	1,582.37				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1582.37
Revenue Total:	1582.37

General Ledger Distribution

Posting Date: 02/23/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	690 - ELECTRIC UTILITY FUND			
	690-10101	Cash & Investments	-1,582.37	Yes
	690-11530	Accts Receivable - Billing	1,582.37	
	690 Total:		0.00	
Fund:	999 - POOL CASH FUND			
	999-10101	Pooled Cash & Investments	-1,582.37	
	999-20700	Due To Other Funds	1,582.37	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00520 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ...	139vpwgc1wy	02/09/2023	690-4850-62230	Building Maint & Repair	FILTER - WATER FOUNTAINS		146.56
AMAZON CAPITAL SERVICES ...	16l3pdntkyrh	02/11/2023	620-4850-62220	Plant Equip Maint & Repair	HIGH SERVICE PUMP HOUSE		26.98
AMAZON CAPITAL SERVICES ...	17lhn3gh3xkr	02/08/2023	100-4510-62020	Computer Supplies	CELL PHONE ACCESSORIES		29.98
AMAZON CAPITAL SERVICES ...	17lhn3gh3xkr	02/08/2023	100-4650-62020	Computer Supplies	CELL PHONE ACCESSORIES		59.87
AMAZON CAPITAL SERVICES ...	1kgcqhcj1xqd	02/08/2023	100-4192-62020	Computer Supplies	ETHERNET PATCH CABLES		53.99
AMAZON CAPITAL SERVICES ...	1tn4vnkt77fk	02/03/2023	100-4192-62020	Computer Supplies	CELL PHONE ACCESORIES		21.86
AMAZON CAPITAL SERVICES ...	1yv6l6v6cjdm	02/04/2023	650-4830-63210	Communication Expense	CELL PHONE CASE / SCREEN ...		14.44
Vendor AMAZON CAPITAL SERVICES INC Total:							353.68
Vendor: ARAMARK UNIFORM & CAREER APPAREL GROUP INC							
ARAMARK UNIFORM & CARE...	2630106628	02/07/2023	620-4890-63030	Contracts Expense	LAUNDRY SERVICE 02/07/23		76.11
Vendor ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total:							76.11
Vendor: BANKCARD ELECTRONIC PYMTS INC							
BANKCARD ELECTRONIC PYM...	JAN 2023	02/02/2023	610-4890-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023		7,227.20
Vendor BANKCARD ELECTRONIC PYMTS INC Total:							7,227.20
Vendor: BELLBOY CORP - BAR SUPPLY							
BELLBOY CORP - BAR SUPPLY	0106339800	01/24/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		63.90
BELLBOY CORP - BAR SUPPLY	0106339800	01/24/2023	610-4810-62590	Misc. Mdse for Resale	BAR SUPPLIES FOR RESALE		21.00
BELLBOY CORP - BAR SUPPLY	0106339800	01/24/2023	610-4840-62140	Off Sale Supplies	SUPPLIES		34.00
Vendor BELLBOY CORP - BAR SUPPLY Total:							118.90
Vendor: BELLBOY CORP - LIQUOR							
BELLBOY CORP - LIQUOR	0098189300	01/24/2023	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		4,008.60
BELLBOY CORP - LIQUOR	0098189300	01/24/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		67.95
Vendor BELLBOY CORP - LIQUOR Total:							4,076.55
Vendor: BREAKTHRU BEVERAGE							
BREAKTHRU BEVERAGE	347485271	01/24/2023	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		4,748.18
BREAKTHRU BEVERAGE	347485271	01/24/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		298.17
BREAKTHRU BEVERAGE	347485271	01/24/2023	610-4890-64900	Civic Events	DONATION		50.50
BREAKTHRU BEVERAGE	347485272	01/24/2023	610-4810-62510	Liquor for Resale	LIQUOR PURCHASE		6,920.59
Vendor BREAKTHRU BEVERAGE Total:							12,017.44
Vendor: CNH INDUSTRIAL ACCOUNTS							
CNH INDUSTRIAL ACCOUNTS	18031923 GP	01/31/2023	100-4312-62210	Equipment Maint & Repair	RING GEAR - #5511		411.48
Vendor CNH INDUSTRIAL ACCOUNTS Total:							411.48
Vendor: COCA-COLA BOTTLING COMPANY							
COCA-COLA BOTTLING COM...	4266519	01/05/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		115.50

Council Approval Register

Packet: APPKT00520 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
COCA-COLA BOTTLING COM...	4266564	01/12/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		519.00
COCA-COLA BOTTLING COM...	4302601	01/19/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		376.00
COCA-COLA BOTTLING COM...	475453	01/26/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		254.00
Vendor COCA-COLA BOTTLING COMPANY Total:							1,264.50
Vendor: COLE PAPERS INC							
COLE PAPERS INC	10237673	01/19/2023	100-4194-62990	Misc. Operating Expense	TOILET TISSUE / ICE MELT		159.66
COLE PAPERS INC	10239622	01/19/2023	620-4850-62210	Equipment Maint & Repair	PARTS - FLOOR SCRUBBER RE...		7.26
COLE PAPERS INC	10241824	01/05/2023	610-4840-62140	Off Sale Supplies	TILL & CREDIT CARD PAPER		185.23
COLE PAPERS INC	10241824	01/05/2023	610-4840-62990	Misc. Operating Expense	TOILET TISSUE / HAND TOWE...		217.09
COLE PAPERS INC	10241824	01/05/2023	610-4850-62230	Building Maint & Repair	FLOOR SOAP / SALT / EASY T...		264.50
COLE PAPERS INC	10242118	01/05/2023	690-4840-62990	Misc. Operating Expense	TOILET TISSUE / PAPER TOWE...		121.97
COLE PAPERS INC	10242118	01/05/2023	690-4850-62350	Power Plant/Dam Maint	TOILET TISSUE / PAPER TOWE...		121.97
COLE PAPERS INC	10245402	01/19/2023	100-4194-62990	Misc. Operating Expense	ICE MELT		106.00
COLE PAPERS INC	10246860	01/12/2023	610-4850-62230	Building Maint & Repair	CLEAN & SHINE FLOOR CLEA...		57.82
COLE PAPERS INC	10249584	01/18/2023	610-4850-62210	Equipment Maint & Repair	LABOR - TENNANT SCRUBBER...		84.00
Vendor COLE PAPERS INC Total:							1,325.50
Vendor: CORE & MAIN LP							
CORE & MAIN LP	S142723	12/29/2022	545-4680-65900	Work in Process-Construction	METER REPLACEMENT PRJ		18,870.00
CORE & MAIN LP	S166042	01/05/2023	545-4680-65900	Work in Process-Construction	SENSUS SET UP FEE - METER ...		4,400.00
CORE & MAIN LP	S166042	01/05/2023	610-4810-62540	Soft Drinks/Mix for Resale	OVRPYT CR		-65.89
CORE & MAIN LP	S166042	01/05/2023	610-4810-62590	Misc. Mdse for Resale	OVRPYT CR		-3,537.60
Vendor CORE & MAIN LP Total:							19,666.51
Vendor: DORSEY AND WHITNEY LLP							
DORSEY AND WHITNEY LLP	3837138	02/13/2023	100-4650-63032	Economic Development Servi...	MAK CONSTRUCTION - TIF 1-...		3,782.15
Vendor DORSEY AND WHITNEY LLP Total:							3,782.15
Vendor: ECOLAB INC							
ECOLAB INC	8392858	12/19/2022	610-4890-63030	Contracts Expense	RODENT PROGRAM - 4TH QT...		133.87
Vendor ECOLAB INC Total:							133.87
Vendor: FARMERS UNION OIL COMPANY							
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4194-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		65.40
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4210-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		43.28
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4210-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		1,715.32
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4220-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		5.41
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4312-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		4,405.60
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4315-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		342.41
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4510-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		1,129.71
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	100-4650-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		53.22
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	620-4840-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		345.80
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	680-4840-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		405.02
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	690-4840-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		1,277.17
FARMERS UNION OIL COMP...	JAN 2023	02/17/2023	820-4840-62120	Gas-Oil-Lube	FUEL CHARGES - JAN 2023		5.33
Vendor FARMERS UNION OIL COMPANY Total:							9,793.67

Council Approval Register

Packet: APPKT00520 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FASTENAL COMPANY							
FASTENAL COMPANY	MNROS124061	01/03/2023	100-4312-62230	Building Maint & Repair	SHOP PROJECT		14.48
FASTENAL COMPANY	MNROS124130	01/03/2023	690-4840-62990	Misc. Operating Expense	BOLTS		15.60
FASTENAL COMPANY	MNROS124186	01/03/2023	690-4840-62990	Misc. Operating Expense	WIRECRIMP		103.04
FASTENAL COMPANY	MNROS124234	01/06/2023	690-4840-62990	Misc. Operating Expense	BIT / ANCHORS		43.57
FASTENAL COMPANY	MNROS124251	01/09/2023	620-4850-62230	Building Maint & Repair	CONDUIT - DIST SHOP		26.81
FASTENAL COMPANY	MNROS124305	01/11/2023	690-4840-62990	Misc. Operating Expense	PARTS - BLADE SAW		18.52
FASTENAL COMPANY	MNROS124332	01/13/2023	100-4312-62880	Personal Protective Equipme...	PPE - SAFETY EYEWEAR		12.92
FASTENAL COMPANY	MNROS124418	01/20/2023	100-4194-62990	Misc. Operating Expense	RUBBER GLOVES		42.88
FASTENAL COMPANY	MNROS124468	01/24/2023	690-4840-62990	Misc. Operating Expense	GRINDER CUT OFF WHEEL		6.42
Vendor FASTENAL COMPANY Total:							284.24
Vendor: GARDEN VALLEY TECHNOLOGIES							
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4150-63210	Communication Expense	DIRECT DIALED PHONE CHAR...		12.61
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4150-63210	Communication Expense	PHONE CHARGES - FEB 2023		393.00
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4220-63210	Communication Expense	PHONE CHARGES - FEB 2023		66.95
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4240-63210	Communication Expense	PHONE CHARGES - FEB 2023		36.98
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4312-63210	Communication Expense	PHONE CHARGES - FEB 2023		41.99
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4315-63210	Communication Expense	PHONE CHARGES - FEB 2023		41.98
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4510-63210	Communication Expense	PHONE CHARGES - FEB 2023		48.99
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4570-63210	Communication Expense	PHONE CHARGES - FEB 2023		9.99
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	100-4650-63210	Communication Expense	PHONE CHARGES - FEB 2023		137.97
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	610-4830-63210	Communication Expense	PHONE CHARGES - FEB 2023		80.98
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	620-4830-63210	Communication Expense	PHONE CHARGES - FEB 2023		222.87
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	630-4830-63210	Communication Expense	PHONE CHARGES - FEB 2023		281.85
GARDEN VALLEY TECHNOLOG...	101220474	02/10/2023	690-4830-63210	Communication Expense	PHONE CHARGES - FEB 2023		341.91
Vendor GARDEN VALLEY TECHNOLOGIES Total:							1,718.07
Vendor: GLOBAL PAYMENTS INTEGRATED							
GLOBAL PAYMENTS INTEGRA...	JAN 2023 - ASHLEY	02/02/2023	100-4670-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023...		8.69
GLOBAL PAYMENTS INTEGRA...	JAN 2023 - ASHLEY	02/02/2023	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023		771.56
GLOBAL PAYMENTS INTEGRA...	JAN 2023 - CIVIC	02/02/2023	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023...		22.50
GLOBAL PAYMENTS INTEGRA...	JAN 2023 - ELEC	02/02/2023	690-4890-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023...		4,570.71
GLOBAL PAYMENTS INTEGRA...	JAN 2023 - GEN	02/02/2023	100-4670-63060	Credit Card Fees	CREDIT CARD FEES - JAN 2023...		8.64
Vendor GLOBAL PAYMENTS INTEGRATED Total:							5,382.10
Vendor: MARCO TECHNOLOGIES LLC							
MARCO TECHNOLOGIES LLC	493769095	02/01/2023	100-4150-63030	Contracts Expense	COPIER CONTRACT		509.69
MARCO TECHNOLOGIES LLC	493769095	02/01/2023	100-4650-63030	Contracts Expense	COPIER CONTRACT - FEB 2023		371.03
Vendor MARCO TECHNOLOGIES LLC Total:							880.72
Vendor: MINNESOTA ENERGY GROUP-00003							
MINNESOTA ENERGY GROUP...	4461555736	02/03/2023	100-4220-63890	Utilities Expense	GAS METER READING - JAN 2...		475.42
MINNESOTA ENERGY GROUP...	4461555736	02/03/2023	100-4550-63890	Utilities Expense	GAS METER READING - JAN 2...		865.14
MINNESOTA ENERGY GROUP...	4461555736	02/03/2023	100-4560-63890	Utilities Expense	GAS METER READING - JAN 2...		725.24
MINNESOTA ENERGY GROUP...	4461555736	02/03/2023	100-4570-63890	Utilities Expense	GAS METER READING - JAN 2...		853.76

Council Approval Register

Packet: APPKT00520 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
MINNESOTA ENERGY GROUP...	4461555736	02/03/2023	680-4830-63890	Utilities Expense	GAS METER READING - JAN 2...		27.69
Vendor MINNESOTA ENERGY GROUP-00003 Total:							2,947.25
Vendor: MINNESOTA ENERGY GROUP-00007							
MINNESOTA ENERGY GROUP...	4464149042	02/07/2023	100-4194-63890	Utilities Expense	GAS METER READING - JAN 2...		176.80
Vendor MINNESOTA ENERGY GROUP-00007 Total:							176.80
Vendor: MINNESOTA G F O A							
MINNESOTA G F O A	15633	02/15/2023	100-4150-64330	Dues and Subscriptions	2023 MN GFOA MEMBERSHIP..		70.00
Vendor MINNESOTA G F O A Total:							70.00
Vendor: MN DPT OF LABOR & INDUSTRY							
MN DPT OF LABOR & INDUST...	ABR0292640X	01/17/2023	100-4312-62230	Building Maint & Repair	WELDING HOOD INSPECTION...		20.00
Vendor MN DPT OF LABOR & INDUSTRY Total:							20.00
Vendor: NORTHERN MUNICIPAL POWER AGENCY							
NORTHERN MUNICIPAL POW...	JAN 2023	02/13/2023	690-4810-68400	Purchased Power	DE & ENERGY - JAN 2023		1,011,174.36
Vendor NORTHERN MUNICIPAL POWER AGENCY Total:							1,011,174.36
Vendor: PENNINGTON CO HUMANE SOCIETY							
PENNINGTON CO HUMANE S...	FEB 2023	02/17/2023	100-4210-63100	Animal Control	ANIMAL CONTROL SERVICES -...		1,400.00
Vendor PENNINGTON CO HUMANE SOCIETY Total:							1,400.00
Vendor: T D S METROCOM - MN							
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4150-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		51.06
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4194-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		50.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4210-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		65.00
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4220-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		50.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4510-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		54.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4670-64500	Senior Citizen Programs	PHONE LINES - FEB/MAR 2023		54.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	100-4670-64500	Senior Citizen Programs	PHONE LINES - FEB/MAR 2023		53.00
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	610-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		50.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	610-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		50.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	610-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		50.91
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	620-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		65.00
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	630-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		53.36
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	630-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		55.41
T D S METROCOM - MN	FEB/MAR 2023	02/13/2023	680-4830-63210	Communication Expense	PHONE LINES - FEB/MAR 2023		770.50
Vendor T D S METROCOM - MN Total:							1,477.70
Vendor: VERIZON WIRELESS #486397938							
VERIZON WIRELESS #486397...	9926619772	02/01/2023	100-4210-63210	Communication Expense	MONTHLY ACCESS CHARGES -...		185.07
Vendor VERIZON WIRELESS #486397938 Total:							185.07
Vendor: VERIZON WIRELESS #742042583							
VERIZON WIRELESS #742042...	9926662235	02/01/2023	100-4210-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	100-4240-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	100-4650-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	100-4650-63210	Communication Expense	IPAD CHARGES - FEB 2023		30.41

Council Approval Register

Packet: APPKT00520 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
VERIZON WIRELESS #742042...	9926662235	02/01/2023	620-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		35.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	620-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	620-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		37.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	680-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		35.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		35.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
VERIZON WIRELESS #742042...	9926662235	02/01/2023	690-4830-63210	Communication Expense	IPAD CHARGES - FEB 2023		40.01
Vendor VERIZON WIRELESS #742042583 Total:							642.57
Vendor: YVONNE PEDERSON							
YVONNE PEDERSON	MAR 2023	02/17/2023	810-4820-61500	Annuity Payments	PROF SRVCS - 2021 STREET I...		1,061.46
Vendor YVONNE PEDERSON Total:							1,061.46
Grand Total:							1,087,667.90

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	19,446.70
545 - WATER METER PROJECT	23,270.00
610 - LIQUOR DISPENSARY	22,277.32
620 - WATER UTILITY FUND	882.86
630 - ARENAS - VENUWORKS	390.62
650 - TOURIST PARK - VENUWORKS	14.44
680 - WASTEWATER UTILITY FUND	1,238.22
690 - ELECTRIC UTILITY FUND	1,019,080.95
810 - POLICE RELIEF ASSOCIATION	1,061.46
820 - GREENWOOD CEMETERY FUND	5.33
Grand Total:	1,087,667.90

Account Summary

Account Number	Account Name	Expense Amount
100-4150-63030	Contracts Expense	509.69
100-4150-63210	Communication Expense	456.67
100-4150-64330	Dues and Subscriptions	70.00
100-4192-62020	Computer Supplies	75.85
100-4194-62120	Gas-Oil-Lube	65.40
100-4194-62990	Misc. Operating Expense	308.54
100-4194-63210	Communication Expense	50.91
100-4194-63890	Utilities Expense	176.80
100-4210-62120	Gas-Oil-Lube	1,758.60
100-4210-63100	Animal Control	1,400.00
100-4210-63210	Communication Expense	290.08
100-4220-62120	Gas-Oil-Lube	5.41
100-4220-63210	Communication Expense	117.86
100-4220-63890	Utilities Expense	475.42
100-4240-63210	Communication Expense	76.99
100-4312-62120	Gas-Oil-Lube	4,405.60
100-4312-62210	Equipment Maint & Repair	411.48
100-4312-62230	Building Maint & Repair	34.48
100-4312-62880	Personal Protective Equi...	12.92
100-4312-63210	Communication Expense	41.99
100-4315-62120	Gas-Oil-Lube	342.41
100-4315-63210	Communication Expense	41.98
100-4510-62020	Computer Supplies	29.98
100-4510-62120	Gas-Oil-Lube	1,129.71
100-4510-63210	Communication Expense	103.90
100-4550-63890	Utilities Expense	865.14
100-4560-63890	Utilities Expense	725.24
100-4570-63210	Communication Expense	9.99

Account Summary

Account Number	Account Name	Expense Amount
100-4570-63890	Utilities Expense	853.76
100-4650-62020	Computer Supplies	59.87
100-4650-62120	Gas-Oil-Lube	53.22
100-4650-63030	Contracts Expense	371.03
100-4650-63032	Economic Development S...	3,782.15
100-4650-63210	Communication Expense	208.39
100-4670-63060	Credit Card Fees	17.33
100-4670-64500	Senior Citizen Programs	107.91
545-4680-65900	Work in Process-Construct..	23,270.00
610-4810-62510	Liquor for Resale	15,677.37
610-4810-62540	Soft Drinks/Mix for Resale	1,628.63
610-4810-62590	Misc. Mdse for Resale	-3,516.60
610-4830-63210	Communication Expense	233.71
610-4840-62140	Off Sale Supplies	219.23
610-4840-62990	Misc. Operating Expense	217.09
610-4850-62210	Equipment Maint & Repair	84.00
610-4850-62230	Building Maint & Repair	322.32
610-4890-63030	Contracts Expense	133.87
610-4890-63060	Credit Card Fees	7,227.20
610-4890-64900	Civic Events	50.50
620-4830-63210	Communication Expense	399.90
620-4840-62120	Gas-Oil-Lube	345.80
620-4850-62210	Equipment Maint & Repair	7.26
620-4850-62220	Plant Equip Maint & Repair	26.98
620-4850-62230	Building Maint & Repair	26.81
620-4890-63030	Contracts Expense	76.11
630-4830-63210	Communication Expense	390.62
650-4830-63210	Communication Expense	14.44
680-4830-63210	Communication Expense	805.51
680-4830-63890	Utilities Expense	27.69
680-4840-62120	Gas-Oil-Lube	405.02
690-4810-68400	Purchased Power	1,011,174.36
690-4830-63210	Communication Expense	687.00
690-4840-62120	Gas-Oil-Lube	1,277.17
690-4840-62990	Misc. Operating Expense	309.12
690-4850-62230	Building Maint & Repair	146.56
690-4850-62350	Power Plant/Dam Maint	121.97
690-4890-63060	Credit Card Fees	5,364.77
810-4820-61500	Annuity Payments	1,061.46
820-4840-62120	Gas-Oil-Lube	5.33
Grand Total:		1,087,667.90

Project Account Summary

Project Account Key	Expense Amount
None	1,087,667.90
Grand Total:	1,087,667.90



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00525 - 02/17/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: NORTH RISK PARTNERS LLC							
NORTH RISK PARTNERS LLC	1000611562-0641518	02/17/2023	100-4670-63610	Insurance Expense	2023 MACHINERY & EQUIPM...		37,706.33
NORTH RISK PARTNERS LLC	1000611562-0641518	02/17/2023	610-4870-63610	Insurance Expense	2023 MACHINERY & EQUIPM...		2,319.36
NORTH RISK PARTNERS LLC	1000611562-0641518	02/17/2023	620-4870-63610	Insurance Expense	2023 MACHINERY & EQUIPM...		2,706.10
NORTH RISK PARTNERS LLC	1000611562-0641518	02/17/2023	680-4870-63610	Insurance Expense	2023 MACHINERY & EQUIPM...		2,706.10
NORTH RISK PARTNERS LLC	1000611562-0641518	02/17/2023	690-4870-63610	Insurance Expense	2023 MACHINERY & EQUIPM...		21,652.11
Vendor NORTH RISK PARTNERS LLC Total:							67,090.00
Grand Total:							67,090.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	37,706.33
610 - LIQUOR DISPENSARY	2,319.36
620 - WATER UTILITY FUND	2,706.10
680 - WASTEWATER UTILITY FUND	2,706.10
690 - ELECTRIC UTILITY FUND	21,652.11
Grand Total:	67,090.00

Account Summary

Account Number	Account Name	Expense Amount
100-4670-63610	Insurance Expense	37,706.33
610-4870-63610	Insurance Expense	2,319.36
620-4870-63610	Insurance Expense	2,706.10
680-4870-63610	Insurance Expense	2,706.10
690-4870-63610	Insurance Expense	21,652.11
Grand Total:		67,090.00

Project Account Summary

Project Account Key	Expense Amount
None	67,090.00
Grand Total:	67,090.00



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00527 - 02/22/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: CIMCO REFRIGERATION INC							
CIMCO REFRIGERATION INC	90836630	09/28/2022	520-4680-65900	Work in Process-Construction	PARTS / LABOR / MILEAGE - O..		6,603.26
CIMCO REFRIGERATION INC	90849831	12/23/2022	520-4680-65900	Work in Process-Construction	PARTS / LABOR - OIL SEPERA...		4,380.94
Vendor CIMCO REFRIGERATION INC Total:							10,984.20
Vendor: MINNESOTA ENERGY GROUP-00002							
MINNESOTA ENERGY GROUP...	4474116483	02/14/2023	100-4312-63890	Utilities Expense	GAS METER READING - JAN 2...		716.44
MINNESOTA ENERGY GROUP...	4474116483	02/14/2023	100-4315-63890	Utilities Expense	GAS METER READING - JAN 2...		468.70
MINNESOTA ENERGY GROUP...	4474116483	02/14/2023	100-4510-63890	Utilities Expense	GAS METER READING - JAN 2...		200.87
MINNESOTA ENERGY GROUP...	4474116483	02/14/2023	100-4510-63890	Utilities Expense	GAS METER READING - JAN 2...		95.40
Vendor MINNESOTA ENERGY GROUP-00002 Total:							1,481.41
Vendor: MN DPT OF REVENUE - SALES/USE TAX							
MN DPT OF REVENUE - SALES...	SALES TAX - JAN 2023	02/22/2023	610-20220	Sales Tax Payable	SALES TAX - JAN 2023		32,423.00
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	100-20220	Sales Tax Payable	SALES TAX - JAN 2023		10,506.58
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	100-4312-62210	Equipment Maint & Repair	USE TAX - JAN 2023		-13.34
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	100-4315-62230	Building Maint & Repair	USE TAX - JAN 2023		15.92
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	100-4315-62400	Small Tools and Minor Equip	USE TAX - JAN 2023		60.43
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	610-4840-62140	Off Sale Supplies	USE TAX - JAN 2023		126.11
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	610-4840-62990	Misc. Operating Expense	USE TAX - JAN 2023		21.44
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	610-4850-62230	Building Maint & Repair	USE TAX - JAN 2023		9.97
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	620-20220	Sales Tax Payable	SALES TAX - JAN 2023		2,584.96
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	620-4840-62120	Gas-Oil-Lube	USE TAX - JAN 2023		-3.30
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-14100	Inventory - Materials	USE TAX - JAN 2023		28.17
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-20220	Sales Tax Payable	SALES TAX - JAN 2023		64,173.30
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4840-62400	Small Tools and Minor Equip	USE TAX - JAN 2023		200.40
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4840-62990	Misc. Operating Expense	USE TAX - JAN 2023		65.26
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4850-62210	Equipment Maint & Repair	USE TAX - JAN 2023		29.42
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4850-62350	Power Plant/Dam Maint	USE TAX - JAN 2023		1.29
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4850-62360	Distribution Maint	USE TAX - JAN 2023		12.30
MN DPT OF REVENUE - SALES...	SALES/USE TAX - JAN 2023	02/22/2023	690-4890-63030	Contracts Expense	USE TAX - JAN 2023		5.09
Vendor MN DPT OF REVENUE - SALES/USE TAX Total:							110,247.00
Vendor: PATTIS PARTNERSHIP LLC							
PATTIS PARTNERSHIP LLC	250852	02/03/2023	100-4192-63020	Computer Maintenance & lic...	SUBMITTABLE FORMS		7,500.00
Vendor PATTIS PARTNERSHIP LLC Total:							7,500.00
Grand Total:							130,212.61

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	19,551.00
520 - 2018 ARENA PROJECT	10,984.20
610 - LIQUOR DISPENSARY	32,580.52
620 - WATER UTILITY FUND	2,581.66
690 - ELECTRIC UTILITY FUND	64,515.23
Grand Total:	130,212.61

Account Summary

Account Number	Account Name	Expense Amount
100-20220	Sales Tax Payable	10,506.58
100-4192-63020	Computer Maintenance & ..	7,500.00
100-4312-62210	Equipment Maint & Repair	-13.34
100-4312-63890	Utilities Expense	716.44
100-4315-62230	Building Maint & Repair	15.92
100-4315-62400	Small Tools and Minor Equ..	60.43
100-4315-63890	Utilities Expense	468.70
100-4510-63890	Utilities Expense	296.27
520-4680-65900	Work in Process-Construct..	10,984.20
610-20220	Sales Tax Payable	32,423.00
610-4840-62140	Off Sale Supplies	126.11
610-4840-62990	Misc. Operating Expense	21.44
610-4850-62230	Building Maint & Repair	9.97
620-20220	Sales Tax Payable	2,584.96
620-4840-62120	Gas-Oil-Lube	-3.30
690-14100	Inventory - Materials	28.17
690-20220	Sales Tax Payable	64,173.30
690-4840-62400	Small Tools and Minor Equ..	200.40
690-4840-62990	Misc. Operating Expense	65.26
690-4850-62210	Equipment Maint & Repair	29.42
690-4850-62350	Power Plant/Dam Maint	1.29
690-4850-62360	Distribution Maint	12.30
690-4890-63030	Contracts Expense	5.09
Grand Total:		130,212.61

Project Account Summary

Project Account Key	Expense Amount
None	130,212.61
Grand Total:	130,212.61



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00529 - PYPKT00867 - 2023 02 23 #4 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: INTERNAL REVENUE SERVICE							
INTERNAL REVENUE SERVICE	INV0000680	02/23/2023	740-20150	Payroll Taxes Payable	MEDICARE		6,679.46
INTERNAL REVENUE SERVICE	INV0000680	02/23/2023	740-20150	Payroll Taxes Payable	SOCIAL SECURITY		19,994.06
INTERNAL REVENUE SERVICE	INV0000680	02/23/2023	740-20150	Payroll Taxes Payable	FED W/H		20,809.91
Vendor INTERNAL REVENUE SERVICE Total:							47,483.43
Vendor: MEDICAREBLUE RX							
MEDICAREBLUE RX	OYM0960SG - 01 23	02/06/2023	740-4870-63650	Senior Gold BC/BS Monthly bi...	JAN 2023 PREMIUM		2,148.00
MEDICAREBLUE RX	OYM0960SG - 02 23	02/06/2023	740-4870-63650	Senior Gold BC/BS Monthly bi...	FEB 2023 PREMIUM		2,148.00
MEDICAREBLUE RX	OYM0960SG - 03 23	02/06/2023	740-4870-63650	Senior Gold BC/BS Monthly bi...	MAR 2023 PREMIUM		2,148.00
Vendor MEDICAREBLUE RX Total:							6,444.00
Vendor: MINNESOTA TEAMSTERS NO. 320							
MINNESOTA TEAMSTERS NO....	INV0000677	02/23/2023	740-24000	Clearing Account	Union Dues		3,821.00
Vendor MINNESOTA TEAMSTERS NO. 320 Total:							3,821.00
Vendor: MN DPT OF REVENUE - WITHHOLDING							
MN DPT OF REVENUE - WITH...	INV0000679	02/23/2023	740-20160	State Withholding	State W/H Tax		10,268.25
Vendor MN DPT OF REVENUE - WITHHOLDING Total:							10,268.25
Vendor: P E R A OF MN							
P E R A OF MN	INV0000678	02/23/2023	740-20180	PERA Payable	PERA EE/ER DEF		195.26
P E R A OF MN	INV0000678	02/23/2023	740-20180	PERA Payable	PERA EE/ER COORD		22,664.55
P E R A OF MN	INV0000678	02/23/2023	740-20180	PERA Payable	PERA EE/ER P&F		20,453.94
Vendor P E R A OF MN Total:							43,313.75
Vendor: SANFORD HEALTH							
SANFORD HEALTH	INV0000683	02/21/2023	100-4220-62990	Misc. Operating Expense	Drug & Alcohol Testing		30.00
SANFORD HEALTH	INV0000683	02/21/2023	690-4840-62990	Misc. Operating Expense	Drug & Alcohol Testing		65.00
Vendor SANFORD HEALTH Total:							95.00
Vendor: SUN LIFE FINANCIAL - LIFE							
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4150-61330	Life Insurance	Life Ins Premium		75.65
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4194-61330	Life Insurance	Life Ins Premium		9.35
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4210-61330	Life Insurance	Life Ins Premium		153.00
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4220-61330	Life Insurance	Life Ins Premium		68.85
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4240-61330	Life Insurance	Life Ins Premium		12.75
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4312-61330	Life Insurance	Life Ins Premium		65.45
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4315-61330	Life Insurance	Life Ins Premium		56.10
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	100-4650-61330	Life Insurance	Life Ins Premium		31.45
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	610-4825-61330	Life Insurance	Life Ins Premium		35.19
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	620-4825-61330	Life Insurance	Life Ins Premium		40.80

Council Approval Register

Packet: APPKT00529 - PYPKT00867 - 2023 02 23 #4 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	680-4825-61330	Life Insurance	Life Ins Premium		37.40
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	690-4825-61330	Life Insurance	Life Ins Premium		140.25
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	740-24000	Clearing Account	Life Ins Employee		462.36
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	740-4870-63640	Life Insurance - COBRA	Life Ins COBRA		164.31
SUN LIFE FINANCIAL - LIFE	INV0000676	02/23/2023	820-4825-61330	Life Insurance	Life Ins Premium		9.35
Vendor SUN LIFE FINANCIAL - LIFE Total:							1,362.26
Vendor: VANTAGEPOINT ICMA							
VANTAGEPOINT ICMA	INV0000673	02/23/2023	740-24000	Clearing Account	Contributions Employee		2,434.09
Vendor VANTAGEPOINT ICMA Total:							2,434.09
Vendor: WEX BANK							
WEX BANK	INV0000675	02/23/2023	740-24000	Clearing Account	HSA		284.75
WEX BANK	INV0000681	02/21/2023	100-4150-61310	Health Insurance	VEBA City Contribution		202.66
WEX BANK	INV0000681	02/21/2023	100-4210-61310	Health Insurance	VEBA City Contribution		1,938.02
WEX BANK	INV0000681	02/21/2023	100-4220-61310	Health Insurance	VEBA City Contribution		1,127.38
WEX BANK	INV0000681	02/21/2023	100-4240-61310	Health Insurance	VEBA City Contribution		462.36
WEX BANK	INV0000681	02/21/2023	100-4312-61310	Health Insurance	VEBA City Contribution		1,070.34
WEX BANK	INV0000681	02/21/2023	100-4315-61310	Health Insurance	VEBA City Contribution		867.68
WEX BANK	INV0000681	02/21/2023	100-4510-61310	Health Insurance	VEBA City Contribution		202.66
WEX BANK	INV0000681	02/21/2023	100-4650-61310	Health Insurance	VEBA City Contribution		867.68
WEX BANK	INV0000681	02/21/2023	680-4825-61310	Health Insurance	VEBA City Contribution		867.68
WEX BANK	INV0000681	02/21/2023	690-4825-61310	Health Insurance	VEBA City Contribution		2,748.66
WEX BANK	INV0000682	02/21/2023	100-4150-61310	Health Insurance	HSA City Contribution		607.98
WEX BANK	INV0000682	02/21/2023	100-4210-61310	Health Insurance	HSA City Contribution		1,532.70
WEX BANK	INV0000682	02/21/2023	100-4220-61310	Health Insurance	HSA City Contribution		607.98
WEX BANK	INV0000682	02/21/2023	100-4312-61310	Health Insurance	HSA City Contribution		1,127.38
WEX BANK	INV0000682	02/21/2023	100-4315-61310	Health Insurance	HSA City Contribution		462.36
WEX BANK	INV0000682	02/21/2023	610-4825-61310	Health Insurance	HSA City Contribution		665.02
WEX BANK	INV0000682	02/21/2023	680-4825-61310	Health Insurance	HSA City Contribution		462.36
WEX BANK	INV0000682	02/21/2023	690-4825-61310	Health Insurance	HSA City Contribution		867.68
WEX BANK	INV0000682	02/21/2023	820-4825-61310	Health Insurance	HSA City Contribution		462.36
Vendor WEX BANK Total:							17,435.69
Grand Total:							132,657.47

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	11,579.78
610 - LIQUOR DISPENSARY	700.21
620 - WATER UTILITY FUND	40.80
680 - WASTEWATER UTILITY FUND	1,367.44
690 - ELECTRIC UTILITY FUND	3,821.59
740 - TRF HEALTH INSURANCE FUND	114,675.94
820 - GREENWOOD CEMETERY FUND	471.71
Grand Total:	132,657.47

Account Summary

Account Number	Account Name	Expense Amount
100-4150-61310	Health Insurance	810.64
100-4150-61330	Life Insurance	75.65
100-4194-61330	Life Insurance	9.35
100-4210-61310	Health Insurance	3,470.72
100-4210-61330	Life Insurance	153.00
100-4220-61310	Health Insurance	1,735.36
100-4220-61330	Life Insurance	68.85
100-4220-62990	Misc. Operating Expense	30.00
100-4240-61310	Health Insurance	462.36
100-4240-61330	Life Insurance	12.75
100-4312-61310	Health Insurance	2,197.72
100-4312-61330	Life Insurance	65.45
100-4315-61310	Health Insurance	1,330.04
100-4315-61330	Life Insurance	56.10
100-4510-61310	Health Insurance	202.66
100-4650-61310	Health Insurance	867.68
100-4650-61330	Life Insurance	31.45
610-4825-61310	Health Insurance	665.02
610-4825-61330	Life Insurance	35.19
620-4825-61330	Life Insurance	40.80
680-4825-61310	Health Insurance	1,330.04
680-4825-61330	Life Insurance	37.40
690-4825-61310	Health Insurance	3,616.34
690-4825-61330	Life Insurance	140.25
690-4840-62990	Misc. Operating Expense	65.00
740-20150	Payroll Taxes Payable	47,483.43
740-20160	State Withholding	10,268.25
740-20180	PERA Payable	43,313.75
740-24000	Clearing Account	7,002.20
740-4870-63640	Life Insurance - COBRA	164.31
740-4870-63650	Senior Gold BC/BS Month...	6,444.00

Account Summary

Account Number	Account Name	Expense Amount
820-4825-61310	Health Insurance	462.36
820-4825-61330	Life Insurance	9.35
Grand Total:		132,657.47

Project Account Summary

Project Account Key	Expense Amount
None	132,657.47
Grand Total:	132,657.47



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00532 - 03/07/23 COUNCIL MEETING

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES LLC							
ADVANCED ENGINEERING A...	84256	12/13/2022	680-4890-63110	Consulting Fees	PROF SRVCS - CONSULTING ...		160.00
ADVANCED ENGINEERING A...	84469	12/13/2022	620-4890-63110	Consulting Fees	PROF SRVCS - CYBER SECURITY		285.00
ADVANCED ENGINEERING A...	85410	02/07/2023	680-4890-63110	Consulting Fees	PROF SRVCS - CONSULTING ...		804.75
ADVANCED ENGINEERING A...	85548	02/07/2023	560-4680-65920	Work in Process - Eng/Archtct	PROF SRVCS - LIFT #9 & FORC...		138.50
Vendor ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES LLC Total:							1,388.25
Vendor: AIRGAS USA LLC							
AIRGAS USA LLC	9134978934	02/13/2023	100-4312-62990	Misc. Operating Expense	ARGON		30.35
AIRGAS USA LLC	9134979105	02/13/2023	620-4840-62990	Misc. Operating Expense	WELDING GAS - DIST SHOP		30.22
Vendor AIRGAS USA LLC Total:							60.57
Vendor: BRIAN DUANE HOLMER							
BRIAN DUANE HOLMER	REIMB 01 26 23	02/19/2023	100-4110-64400	Travel, Conference, School	REIMBURSE MILEAGE - CGMC...		399.55
Vendor BRIAN DUANE HOLMER Total:							399.55
Vendor: CORE & MAIN LP							
CORE & MAIN LP	S319234	02/08/2023	620-4850-62200	System Expense	PARTS - CURB BOX REPAIRS		1,355.76
CORE & MAIN LP	S342831	02/13/2023	545-4680-65900	Work in Process-Construction	METER REPLACEMENT PRJ		505.00
CORE & MAIN LP	S357121	02/13/2023	545-4680-65900	Work in Process-Construction	METER REPLACEMENT PRJ		140.90
Vendor CORE & MAIN LP Total:							2,001.66
Vendor: DAKOTA SUPPLY GROUP							
DAKOTA SUPPLY GROUP	S102435371.002	02/06/2023	690-14100	Inventory - Materials	150/55 HID LAMPS		417.19
DAKOTA SUPPLY GROUP	S102436139.003	01/31/2023	690-14100	Inventory - Materials	SHORTING PLUGS		54.85
DAKOTA SUPPLY GROUP	S102495655.001	03/01/2023	620-4850-62220	Plant Equip Maint & Repair	HIGH SERVICE PUMP VFD'S		958.08
DAKOTA SUPPLY GROUP	S102495763.001	02/21/2023	620-4850-62220	Plant Equip Maint & Repair	CONTROL - AIRPORT RESERV...		1,140.96
DAKOTA SUPPLY GROUP	S102496020.001	02/08/2023	620-4850-62220	Plant Equip Maint & Repair	HIGH SERVICE PUMP VFD'S		328.63
DAKOTA SUPPLY GROUP	S102501070.001	02/13/2023	610-4850-62210	Equipment Maint & Repair	FUSES - LOADING DOCK LIFT		10.30
DAKOTA SUPPLY GROUP	S102506801.001	02/14/2023	620-4850-62230	Building Maint & Repair	SUPPLIES - WTP HEATER REPA...		101.36
Vendor DAKOTA SUPPLY GROUP Total:							3,011.37
Vendor: DWIGHT TANGQUIST							
DWIGHT TANGQUIST	02 23 2023	02/23/2023	100-4110-64400	Travel, Conference, School	KITCHEN / MEETING SUPPLIES		82.80
Vendor DWIGHT TANGQUIST Total:							82.80
Vendor: FLAHERTY AND HOOD PA							
FLAHERTY AND HOOD PA	18863	02/02/2023	560-4680-65940	Work in Progress - Legal/Misc.	LITIGATION SERVICES - WW ...		1,926.25
Vendor FLAHERTY AND HOOD PA Total:							1,926.25

Council Approval Register

Packet: APPKT00532 - 03/07/23 COUNCIL MEETING

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: FORKLIFTS OF MINNESOTA INC							
FORKLIFTS OF MINNESOTA I...	02S9644930	02/14/2023	620-4850-62210	Equipment Maint & Repair	REPAIR SERVICE - CROWN FO...		408.24
Vendor FORKLIFTS OF MINNESOTA INC Total:							408.24
Vendor: GOODVIEW,THE CITY OF							
GOODVIEW,THE CITY OF	6278	01/18/2023	100-4210-62990	Misc. Operating Expense	AMMUNITION		1,000.00
Vendor GOODVIEW,THE CITY OF Total:							1,000.00
Vendor: GUARDIAN PEST SOLUTIONS INC							
GUARDIAN PEST SOLUTIONS ...	2438727	01/24/2023	690-4890-63030	Contracts Expense	RODENT CONTROL PRGM - J...		58.00
Vendor GUARDIAN PEST SOLUTIONS INC Total:							58.00
Vendor: HACH COMPANY							
HACH COMPANY	13464943	02/13/2023	620-4840-62170	Field Supplies	LAB SUPPLIES		200.20
HACH COMPANY	13467648	02/15/2023	620-4840-62170	Field Supplies	LAB SUPPLIES		197.30
Vendor HACH COMPANY Total:							397.50
Vendor: INNOVATIVE OFFICE SOLUTIONS LL							
INNOVATIVE OFFICE SOLUTI...	IN4105429	02/23/2023	100-4670-62010	Office Supplies	OFFICE SUPPLIES		248.74
INNOVATIVE OFFICE SOLUTI...	INV4104399	02/22/2023	100-4670-62010	Office Supplies	OFFICE SUPPLIES		22.24
INNOVATIVE OFFICE SOLUTI...	INV4104399	02/22/2023	690-4840-62010	Office Supplies	OFFICE SUPPLIES		3.28
Vendor INNOVATIVE OFFICE SOLUTIONS LL Total:							274.26
Vendor: INTEGRATED PROCESS SOLUTIONS INC							
INTEGRATED PROCESS SOLUT...	SI001910	12/13/2022	620-4850-62220	Plant Equip Maint & Repair	VFD RPLCD - LIME SLUDGE P...		2,688.00
Vendor INTEGRATED PROCESS SOLUTIONS INC Total:							2,688.00
Vendor: JOANNE OLSON							
JOANNE OLSON	REIMB 02 28 23	02/28/2023	100-4150-64400	Travel, Conference, School	REIMBURSE MILEAGE - PERS ...		102.57
Vendor JOANNE OLSON Total:							102.57
Vendor: LEAGUE OF MN CITIES INS TRUST							
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	100-4670-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		76,223.32
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	610-4870-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		4,084.66
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	610-4870-63610	Insurance Expense	2023 LIQUOR LIABILITY PREM...		5,315.00
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	620-4870-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		17,319.43
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	680-4870-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		8,995.53
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	690-4870-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		27,078.75
LEAGUE OF MN CITIES INS TR...	2023 PROP/CAS	02/17/2023	820-4870-63610	Insurance Expense	2023 PROPERTY / CASUALTY ...		219.31
Vendor LEAGUE OF MN CITIES INS TRUST Total:							139,236.00
Vendor: LITTLE FALLS MACHINE INC							
LITTLE FALLS MACHINE INC	367075	02/16/2023	100-4312-62210	Equipment Maint & Repair	SUPPLIES - 5525 PLOW		256.18
Vendor LITTLE FALLS MACHINE INC Total:							256.18
Vendor: MN DPT OF HEALTH							
MN DPT OF HEALTH	1570003 - 1ST 2023	01/01/2023	620-4890-64370	Taxes and Licenses	1ST QTR 2023 ENDING 03/31...		8,512.00
Vendor MN DPT OF HEALTH Total:							8,512.00

Council Approval Register

Packet: APPKT00532 - 03/07/23 COUNCIL MEETING

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: NORTH SHORE ANALYTICAL INC							
NORTH SHORE ANALYTICAL I...	14239	02/22/2023	680-4840-62170	Field Supplies	LAB ANALYSIS - WW SAMPLES		125.00
Vendor NORTH SHORE ANALYTICAL INC Total:							125.00
Vendor: NOW MICRO INC							
NOW MICRO INC	IV536983	02/16/2023	690-4840-62420	Computer Equipment	DELL OPTIPLEX COMPUTERS		5,175.00
Vendor NOW MICRO INC Total:							5,175.00
Vendor: P E I							
P E I	46858	01/31/2023	100-4210-62990	Misc. Operating Expense	PERS EVAL - E JAX		25.00
Vendor P E I Total:							25.00
Vendor: PB PARENT HOLDCO LP							
PB PARENT HOLDCO LP	IV00232030	02/20/2023	690-4890-63030	Contracts Expense	2023 FIRE ALARM SYSTEM IN...		517.06
Vendor PB PARENT HOLDCO LP Total:							517.06
Vendor: PURDY'S SHOE STORE INC							
PURDY'S SHOE STORE INC	194803	02/13/2023	100-4220-62890	Uniforms/ID Clothing	UNIFORM SHIRT		60.00
Vendor PURDY'S SHOE STORE INC Total:							60.00
Vendor: SANFORD HEALTH							
SANFORD HEALTH	316966402	02/05/2023	100-4210-63120	Lab Tests	BLOOD DRAWS - #160289864...		61.00
SANFORD HEALTH	316966402	02/05/2023	100-4210-63120	Lab Tests	BLOOD DRAWS - #160556078...		61.00
Vendor SANFORD HEALTH Total:							122.00
Vendor: SJOBERGS							
SJOBERGS	MAR 2023	02/28/2023	100-4192-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		82.05
SJOBERGS	MAR 2023	02/28/2023	100-4192-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		225.00
SJOBERGS	MAR 2023	02/28/2023	100-4220-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		49.95
SJOBERGS	MAR 2023	02/28/2023	100-4312-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		56.95
SJOBERGS	MAR 2023	02/28/2023	100-4510-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		104.50
SJOBERGS	MAR 2023	02/28/2023	610-4890-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		56.95
SJOBERGS	MAR 2023	02/28/2023	620-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		25.99
SJOBERGS	MAR 2023	02/28/2023	620-4890-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		49.95
SJOBERGS	MAR 2023	02/28/2023	680-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		475.00
SJOBERGS	MAR 2023	02/28/2023	680-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		85.50
SJOBERGS	MAR 2023	02/28/2023	690-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		142.50
SJOBERGS	MAR 2023	02/28/2023	690-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		142.50
SJOBERGS	MAR 2023	02/28/2023	690-4830-63210	Communication Expense	MONTHLY SERVICE - MAR 20...		35.05
SJOBERGS	MAR 2023	02/28/2023	690-4890-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		42.95
SJOBERGS	MAR 2023	02/28/2023	690-4890-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		225.00
SJOBERGS	MAR 2023	02/28/2023	690-4890-63020	Computer Maintenance & lic...	MONTHLY SERVICE - MAR 20...		49.95
Vendor SJOBERGS Total:							1,849.79
Vendor: STAR TRIBUNE							
STAR TRIBUNE	C30854	02/27/2023	690-4890-63590	Printing & Publications	AD - ELECTRIC SUPERINTEND...		630.00
Vendor STAR TRIBUNE Total:							630.00

Council Approval Register

Packet: APPKT00532 - 03/07/23 COUNCIL MEETING

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: STEVEN O KVASAGER							
STEVEN O KVASAGER	002518	02/26/2023	690-4890-63030	Contracts Expense	ALARM MONITORING CONT...		19.50
Vendor STEVEN O KVASAGER Total:							19.50
Vendor: STONES MOBILE RADIO INC							
STONES MOBILE RADIO INC	2050382	02/21/2023	690-4850-62210	Equipment Maint & Repair	NEW LIGHTS - #113		1,275.58
STONES MOBILE RADIO INC	2050385	02/21/2023	690-4850-62210	Equipment Maint & Repair	NEW LIGHTS - #113		1,602.28
Vendor STONES MOBILE RADIO INC Total:							2,877.86
Vendor: TEREX USA LLC							
TEREX USA LLC	5004334879	02/09/2023	690-4850-62210	Equipment Maint & Repair	PARTS - REPAIR #103		118.29
TEREX USA LLC	5004338329	02/12/2023	690-4850-62210	Equipment Maint & Repair	PARTS - REPAIR #103		267.38
Vendor TEREX USA LLC Total:							385.67
Vendor: THIEF RIVER FALLS TIMES							
THIEF RIVER FALLS TIMES	2023 TIMES	02/14/2023	690-4890-64330	Dues and Subscriptions	1 YEAR SUBSCRIPTION RENE...		46.00
Vendor THIEF RIVER FALLS TIMES Total:							46.00
Vendor: TYLER TECHNOLOGIES INC							
TYLER TECHNOLOGIES INC	025-412875	02/15/2023	100-4150-64400	Travel, Conference, School	TUTORING - UTILITY BILLING		300.00
Vendor TYLER TECHNOLOGIES INC Total:							300.00
Vendor: USA BLUEBOOK							
USA BLUEBOOK	255038	02/01/2023	620-4850-62210	Equipment Maint & Repair	BRASS NOZZLES		111.60
Vendor USA BLUEBOOK Total:							111.60
Vendor: YVONNE PEDERSON							
YVONNE PEDERSON	APR 2023	02/23/2023	810-4820-61500	Annuity Payments	POLICE PENSION - APR 2023		1,061.46
Vendor YVONNE PEDERSON Total:							1,061.46
Grand Total:							175,109.14

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	79,391.20
545 - WATER METER PROJECT	645.90
560 - WASTE WATER FORCE MAIN	2,064.75
610 - LIQUOR DISPENSARY	9,466.91
620 - WATER UTILITY FUND	33,712.72
680 - WASTEWATER UTILITY FUND	10,645.78
690 - ELECTRIC UTILITY FUND	37,901.11
810 - POLICE RELIEF ASSOCIATION	1,061.46
820 - GREENWOOD CEMETERY FUND	219.31
Grand Total:	175,109.14

Account Summary

Account Number	Account Name	Expense Amount
100-4110-64400	Travel, Conference, School	482.35
100-4150-64400	Travel, Conference, School	402.57
100-4192-63020	Computer Maintenance & ..	307.05
100-4210-62990	Misc. Operating Expense	1,025.00
100-4210-63120	Lab Tests	122.00
100-4220-62890	Uniforms/ID Clothing	60.00
100-4220-63020	Computer Maintenance & ..	49.95
100-4312-62210	Equipment Maint & Repair	256.18
100-4312-62990	Misc. Operating Expense	30.35
100-4312-63020	Computer Maintenance & ..	56.95
100-4510-63210	Communication Expense	104.50
100-4670-62010	Office Supplies	270.98
100-4670-63610	Insurance Expense	76,223.32
545-4680-65900	Work in Process-Construct..	645.90
560-4680-65920	Work in Process - Eng/Arc...	138.50
560-4680-65940	Work in Progress - Legal/...	1,926.25
610-4850-62210	Equipment Maint & Repair	10.30
610-4870-63610	Insurance Expense	9,399.66
610-4890-63020	Computer Maintenance & ..	56.95
620-4830-63210	Communication Expense	25.99
620-4840-62170	Field Supplies	397.50
620-4840-62990	Misc. Operating Expense	30.22
620-4850-62200	System Expense	1,355.76
620-4850-62210	Equipment Maint & Repair	519.84
620-4850-62220	Plant Equip Maint & Repair	5,115.67
620-4850-62230	Building Maint & Repair	101.36
620-4870-63610	Insurance Expense	17,319.43
620-4890-63020	Computer Maintenance & ..	49.95
620-4890-63110	Consulting Fees	285.00

Account Summary

Account Number	Account Name	Expense Amount
620-4890-64370	Taxes and Licenses	8,512.00
680-4830-63210	Communication Expense	560.50
680-4840-62170	Field Supplies	125.00
680-4870-63610	Insurance Expense	8,995.53
680-4890-63110	Consulting Fees	964.75
690-14100	Inventory - Materials	472.04
690-4830-63210	Communication Expense	320.05
690-4840-62010	Office Supplies	3.28
690-4840-62420	Computer Equipment	5,175.00
690-4850-62210	Equipment Maint & Repair	3,263.53
690-4870-63610	Insurance Expense	27,078.75
690-4890-63020	Computer Maintenance & ..	317.90
690-4890-63030	Contracts Expense	594.56
690-4890-63590	Printing & Publications	630.00
690-4890-64330	Dues and Subscriptions	46.00
810-4820-61500	Annuity Payments	1,061.46
820-4870-63610	Insurance Expense	219.31
Grand Total:		175,109.14

Project Account Summary

Project Account Key	Expense Amount
None	175,109.14
Grand Total:	175,109.14



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00534 - 02/23/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ARAMARK UNIFORM & CAREER APPAREL GROUP INC							
ARAMARK UNIFORM & CARE...	2630111852	02/21/2023	620-4890-63030	Contracts Expense	LAUNDRY SERVICE - 02/21/23		76.11
Vendor ARAMARK UNIFORM & CAREER APPAREL GROUP INC Total:							76.11
Vendor: BERNICK'S							
BERNICK'S	20009117	01/20/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		512.50
Vendor BERNICK'S Total:							512.50
Vendor: ELECTRONICS PLUS OF T R F INC							
ELECTRONICS PLUS OF T R F I...	FEB 2023-17	01/31/2023	610-4890-63030	Contracts Expense	2023 SECURITY SYSTEM LEASE		1,555.29
Vendor ELECTRONICS PLUS OF T R F INC Total:							1,555.29
Vendor: T R F HARDWARE							
T R F HARDWARE	22172732	01/03/2023	100-4510-62990	Misc. Operating Expense	BATTERIES		17.99
T R F HARDWARE	22172819	01/03/2023	100-4220-62120	Gas-Oil-Lube	CHAINSAW OIL		13.99
T R F HARDWARE	22172888	01/04/2023	620-4840-62990	Misc. Operating Expense	NUTS / BOLTS / SCREWS - DIS...		10.14
T R F HARDWARE	22178058	01/17/2023	100-4510-62230	Building Maint & Repair	DEGREASER - WARMING HO...		6.99
T R F HARDWARE	22178168	01/18/2023	100-4510-62210	Equipment Maint & Repair	NUTS / BOLTS / SHARPIE		21.84
T R F HARDWARE	22178652	01/23/2023	620-4840-62990	Misc. Operating Expense	NUTS / BOLTS / SCREWS - HI...		8.75
T R F HARDWARE	22179190	01/30/2023	100-4510-62240	Department Maint & Repair	UTILITY KNIFE BLADES		14.99
T R F HARDWARE	22179193	01/30/2023	680-4840-62990	Misc. Operating Expense	CLEANERS - DIST SHOP		22.97
T R F HARDWARE	22179281	01/31/2023	680-4840-62990	Misc. Operating Expense	STORAGE BAGS - SHIPPING S...		11.98
T R F HARDWARE	22179320	01/31/2023	680-4850-62210	Equipment Maint & Repair	MAGNET HOOK - JET TRUCK ...		4.99
Vendor T R F HARDWARE Total:							134.63
Vendor: UNIVERSAL SCREENPRINT							
UNIVERSAL SCREENPRINT	42809	01/24/2023	100-4220-62890	Uniforms/ID Clothing	UNIFORM SHIRTS - NEISEN		177.20
Vendor UNIVERSAL SCREENPRINT Total:							177.20
Grand Total:							2,455.73

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	253.00
610 - LIQUOR DISPENSARY	2,067.79
620 - WATER UTILITY FUND	95.00
680 - WASTEWATER UTILITY FUND	39.94
Grand Total:	2,455.73

Account Summary

Account Number	Account Name	Expense Amount
100-4220-62120	Gas-Oil-Lube	13.99
100-4220-62890	Uniforms/ID Clothing	177.20
100-4510-62210	Equipment Maint & Repair	21.84
100-4510-62230	Building Maint & Repair	6.99
100-4510-62240	Department Maint & Repa..	14.99
100-4510-62990	Misc. Operating Expense	17.99
610-4810-62540	Soft Drinks/Mix for Resale	512.50
610-4890-63030	Contracts Expense	1,555.29
620-4840-62990	Misc. Operating Expense	18.89
620-4890-63030	Contracts Expense	76.11
680-4840-62990	Misc. Operating Expense	34.95
680-4850-62210	Equipment Maint & Repair	4.99
Grand Total:		2,455.73

Project Account Summary

Project Account Key	Expense Amount
None	2,455.73
Grand Total:	2,455.73



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00536 - postage check 2-27-23

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: U S POSTMASTER							
U S POSTMASTER	march 2023 postage	02/27/2023	100-4315-62010	Office Supplies	POSTAGE MARCH 2023 UTILI...		295.91
U S POSTMASTER	march 2023 postage	02/27/2023	620-4840-62010	Office Supplies	POSTAGE MARCH 2023 UTILI...		690.44
U S POSTMASTER	march 2023 postage	02/27/2023	680-4840-62010	Office Supplies	POSTAGE MARCH 2023 UTILI...		197.27
U S POSTMASTER	march 2023 postage	02/27/2023	690-4840-62010	Office Supplies	POSTAGE MARCH 2023 UTILI...		789.08
Vendor U S POSTMASTER Total:							1,972.70
Grand Total:							1,972.70

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	295.91
620 - WATER UTILITY FUND	690.44
680 - WASTEWATER UTILITY FUND	197.27
690 - ELECTRIC UTILITY FUND	789.08
Grand Total:	1,972.70

Account Summary

Account Number	Account Name	Expense Amount
100-4315-62010	Office Supplies	295.91
620-4840-62010	Office Supplies	690.44
680-4840-62010	Office Supplies	197.27
690-4840-62010	Office Supplies	789.08
Grand Total:		1,972.70

Project Account Summary

Project Account Key	Expense Amount
None	1,972.70
Grand Total:	1,972.70



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00537 - 02/28/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: CAPITAL ONE							
CAPITAL ONE	0212	02/01/2023	100-4110-64400	Travel, Conference, School	KITCHEN / MEETING SUPPLIES		83.38
CAPITAL ONE	02678	02/06/2023	100-4194-62990	Misc. Operating Expense	CLEANING / MISC SUPPLIES		168.28
CAPITAL ONE	04549	02/02/2023	100-4220-62990	Misc. Operating Expense	CLEANING SUPPLIES		401.14
Vendor CAPITAL ONE Total:							652.80
Vendor: CARDMEMBER SERVICE							
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4110-64400	Travel, Conference, School	LODGING - B HOLMER / CGM...		168.53
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4150-64400	Travel, Conference, School	REG FEE - R OLSON / MCFOA ...		355.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4192-63020	Computer Maintenance & lic...	DEPLOY & INVENTORY SUBS...		1,050.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4210-62400	Small Tools and Minor Equip	HEADSETS - SRT TEAM		973.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4210-62880	Personal Protective Equipme...	HOLSTERS		249.47
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4210-63020	Computer Maintenance & lic...	FEB - BODY CAM SOFTWARE L...		164.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4210-63320	Training Expense	LODGING - B MEUNIER		136.71
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4312-64370	Taxes and Licenses	BOILER LICENSE RENEWAL		20.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	100-4315-62010	Office Supplies	FEB 2023 - SUBSCRIPTION / ...		13.49
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	620-4840-62010	Office Supplies	FEB 2023 - SUBSCRIPTION / ...		31.48
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	620-4850-62220	Plant Equip Maint & Repair	SENSOR - SLAKER REPAIR		122.02
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	680-4840-62010	Office Supplies	FEB 2023 - SUBSCRIPTION / ...		9.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	690-14100	Inventory - Materials	RED TRAFFIC LIGHT		204.00
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	690-4840-62010	Office Supplies	FEB 2023 - SUBSCRIPTION / ...		35.98
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	690-4850-62350	Power Plant/Dam Maint	THERMOMETER RECERTIFICA...		123.17
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	690-4890-63020	Computer Maintenance & lic...	FEB 2023 PING PLOTTER SUB		30.99
CARDMEMBER SERVICE	JAN / FEB 2023	02/28/2023	690-4890-64370	Taxes and Licenses	MATER ELECTRICAIN LICENSE ..		73.00
Vendor CARDMEMBER SERVICE Total:							3,759.84
Vendor: PITNEY BOWES GLOBAL FINANCIAL							
PITNEY BOWES GLOBAL FINA...	3105966363	02/28/2023	100-4150-62010	Office Supplies	1ST QTR 2023 POSTAGE MET...		143.55
Vendor PITNEY BOWES GLOBAL FINANCIAL Total:							143.55
Grand Total:							4,556.19

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	3,926.55
620 - WATER UTILITY FUND	153.50
680 - WASTEWATER UTILITY FUND	9.00
690 - ELECTRIC UTILITY FUND	467.14
Grand Total:	4,556.19

Account Summary

Account Number	Account Name	Expense Amount
100-4110-64400	Travel, Conference, School	251.91
100-4150-62010	Office Supplies	143.55
100-4150-64400	Travel, Conference, School	355.00
100-4192-63020	Computer Maintenance & ..	1,050.00
100-4194-62990	Misc. Operating Expense	168.28
100-4210-62400	Small Tools and Minor Equ..	973.00
100-4210-62880	Personal Protective Equi...	249.47
100-4210-63020	Computer Maintenance & ..	164.00
100-4210-63320	Training Expense	136.71
100-4220-62990	Misc. Operating Expense	401.14
100-4312-64370	Taxes and Licenses	20.00
100-4315-62010	Office Supplies	13.49
620-4840-62010	Office Supplies	31.48
620-4850-62220	Plant Equip Maint & Repair	122.02
680-4840-62010	Office Supplies	9.00
690-14100	Inventory - Materials	204.00
690-4840-62010	Office Supplies	35.98
690-4850-62350	Power Plant/Dam Maint	123.17
690-4890-63020	Computer Maintenance & ..	30.99
690-4890-64370	Taxes and Licenses	73.00
Grand Total:		4,556.19

Project Account Summary

Project Account Key	Expense Amount
None	4,556.19
Grand Total:	4,556.19

**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 152.036 PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, amending Buffer requirements to require a 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, February 14, 2023, 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 January 2023

CITY OF THIEF RIVER FALLS

/s/ Mark Borseth
Zoning Administrator

Published in the Wednesday, February 1, 2023 edition of The Times.

2. Parking lots: 30 feet.
3. Pumpouses: 5 feet.
4. Satellite dishes: 30 feet.
5. Signs: 50 feet.

(F) **Additional restrictions.** Performance standards and supplemental restrictions are set forth in this Chapter.

§ 152.036 PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS.

(A) **Buffers.** All uses, excluding single and two-family dwellings where a structure or parking lot is located adjacent to a Residential or Agricultural District shall provide a buffer strip 35 feet in width, **or as determined by conditional use permit.**

(1) The buffer strip shall be landscaped and screened.

~~(2) The buffer strip shall be landscaped with vegetation.~~

(3) **(2)** The buffer strip shall be screened with a sight-obscuring fence, six feet in height or vegetation of sufficient type, density, and height ~~so as to provide year-round screening acceptable to the Zoning Administrator and City Forester.~~ **as approved by conditional use permit.**

~~(4)~~ **(3)** All landscaping and screening shall be maintained.

~~(5)~~ **(4)** Accessory buildings, parking lots, and storage shall not be permitted in the buffer strip.

~~(6)~~ **(5)** All outdoor commercial or industrial storage shall be screened by an eight-foot, sight-obscuring fence from adjacent Residential or Agricultural Districts.

(6) A Buffer will not be required adjacent to streets or alleys unless required by conditional use permit.

(7) A conditional use permit will be required for all buffer strips prior to issuance of a building permit.

(B) **Drive-in business.**

(1) The entire area of any drive-in business shall have a drainage system approved by the Public Works Director.

(2) The entire area, other than that occupied by structures, landscaped area, or the required buffers, shall have a durable surface.

(3) Each drive-in business serving food shall place a trash receptacle at all entrances and exits as well as one receptacle in the parking lot per 20 parking stalls.

(4) A drive-in business shall front on designated arterial or collector streets.

(5) A solid fence not less than eight feet in height shall be constructed around all drive-in theaters.

(C) **Lighting.** Lighting used to illuminate an off-street parking area or sign shall be arranged so as to deflect light away from any adjoining residential property.

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF THIEF RIVER FALLS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Thief River Falls on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Thief River Falls on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Marissa Adam or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Ihle Sparby & Haase, PA, Delray Sparby, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Brian Holmer, the Mayor for the City of Thief River Falls, and Angela Philipp, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF THIEF RIVER FALLS

By: Brian Holmer
Its Mayor

ATTEST: _____
By: Angela Philipp
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Thief River Falls on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Delray Sparby, Attorney
Address: 312 Main Avenue N
PO Box 574
Thief River Falls, MN 56701
Telephone: 218.681.7373
Email Address: dsparby@mncable.net

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Thief River Falls on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 223958, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

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: 3/7/2023

SUBJECT:

RECOMMENDATION:

MOTION TO:

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON:

ATTACHMENTS:

None