

THIEF RIVER FALLS CITY COUNCIL AGENDA

Tuesday, April 18, 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**
 - 5.1. Merit Award for Outstanding Performance - City of Thief River Falls, Travis Giffen
- Public Works Director
- 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 March 30, 2023 Special Council Proceedings (page 3-4)
 - 7.2. Approval of April 4, 2023 Council Proceedings (page 5-7)
 - 7.3. City of Thief River Falls Bills and Disbursements (page 8-25)
- 8. NEW BUSINESS**
 - 8.1. Water System Modeling and Operations Support (page 26-32)
 - 8.2. Approve the Thief River Falls Municipal Utilities Cogeneration and Small Power Production Rate Schedule by Star Energy (page 33)

- 8.3. Authorize the purchase of a 2023 Squad Car (page 34)
- 8.4. Replace Oil Separators and install Relief Piping at the Ralph Engelstad Arena (page 35)
- 8.5. New Thief River Falls Municipal Liquor Store hours starting May 15th, 2023 (page 36)
- 8.6. Approval of Employment of Louis Brown as Forester (page 37)
- 8.7. Approval of 2023 City Hall Remodel Project (page 38)
- 8.8. Approval of 2023 Street and Utilities Improvements (page 39)
- 8.9. AMEND RESOLUTION NO. 09.191.22: Replacement of the beveled roof portion of the Carnegie Library (page 40)
- 9. COUNCIL BOARDS AND COMMISSIONS REPORTS - *Not all boards or commissions will have met prior to the Council meeting. These reports are intended to keep the other council members informed of actions or proposed actions taken by these boards and commissions. Only those with something to report would be on the agenda.***
- 10. UPCOMING MEETINGS**
 - 10.1. City Council Meeting - May 2nd at 5:30 p.m.
 - 10.2. Committee of Whole Meeting - May 2nd Immediately following City Council
 - 10.3. Utilities Committee Meeting - May 8th at 7:00 a.m.
 - 10.4. Public Safety Committee Meeting - May 8th at 4:30 p.m.
 - 10.5. Administrative Services Committee Meeting - May 9th at 4:30 p.m.
 - 10.6. Public Works Committee Meeting - May 10th at 4:30 p.m.
 - 10.7. City Council Meeting - May 16th at 5:30 p.m.
- 11. INFORMATIONAL ITEMS**
 - 11.1. March 2023 Investment Summary (page 41-42)
- 12. CLOSE MEETING PURSUANT TO MINNESOTA STATUTES, SECTION 13D.05, SUBDIVISION 3 (A)**
 - 12.1. The City Council may close the council meeting to evaluate the performance of City Administrator, Angela Philipp, as it relates to implementation of the Wage Study pay rate adjustments and expense billing issues.
- 13. ADJOURNMENT**

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

COUNCIL PROCEEDINGS

Thursday, March 30, 2023

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

Councilmember Mike Lorensen motioned, being seconded by Councilmember Steve Narverud, to approve the agenda.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 03.78.23: David Drown & Associates wage study recommendations, confirmation and implementation of payroll payment information and action to be taken related to October payroll retroactive date versus October 1st retroactive date.

Councilmember Jason Aarestad, moved to remove from the table the motion for RESOLUTION NO. 03.72.23: To Amend Resolution 12.287.22 Approval of 2023 Memorandum of Understanding for MAPS and RESOLUTION NO. 03.73.23: To Amend Resolution 12.263.22 Approval of the Memorandum of Understandings for Teamster #320 Public and Fire Unions, LELS, and memorandums for Non-Union, City Administrator, Human Resources Coordinator, being seconded by Councilmember Mike Lorensen.

On vote being taken, the motion to remove it from the table was unanimously passed.

RESOLUTION NO. 03.82.23: Discussion to audit payroll implementation of David Drown & Associates wage study adjustments as it relates to wage payment adjustments attributable to the time period prior to the October 1, 2022 implementation date through Brady Martz.

Following discussion, Councilmember Mike Lorensen made motion for Resolution No. 03.82.23 to audit payroll implementation of David Drown & Associates wage study adjustments as it relates to wage payment adjustments attributable to the time period prior to the October 1, 2022 implementation date through Brady Martz, being seconded by Councilmember Megan Bourne.

On vote being taken, the motion was unanimously passed.

RESOLUTION NO. 03.83.23: Discussion to refer to Labor Committee in relation to discussion or action on the wage study adjustment implementation.

The consensus of the council was to refer further action to the Labor Committee. The mayor recused himself from the Labor Committee in relation to discussion or action on

the wage study adjustment implementation and recommended Councilmember Steve Narverud to take his place on the Labor Committee for items related to this issue.

Following discussion, Councilmember Anthony Bolduc motioned for Resolution No. 03.83.23 to recuse the Mayor from the Labor Committee in relation to discussion or action on the wage study adjustment implementation and recommended Councilmember Steve Narverud to take his place on the Labor Committee for items related to this issue, being seconded by Councilmember Jason Aarestad.

On vote being taken, the motion was passed with Steve Narverud abstaining.

COUNCIL BOARDS AND COMMISSIONS REPORTS

UPCOMING MEETINGS

- City Council Meeting - April 4th at 5:30 p.m.
- Utilities Committee - April 10th at 7:00 a.m.
- Public Safety/Liquor Committee - April 10th at 4:30 p.m.
- Administrative Services Committee - April 11th at 4:30 p.m. (*Room 201*)
- Public Works Committee - April 12th at 4:30 p.m.
- City Council Meeting - April 18th at 5:30 p.m.

INFORMATIONAL ITEMS

ADJOURNMENT

There being no further discussion, Councilmember Anthony Bolduc, being seconded by Councilmember Mike Lorenson to adjourn at 6:03 p.m. On vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: _____
Angela Philipp, City Administrator

COUNCIL PROCEEDINGS

Tuesday, April 4, 2023

CALL TO ORDER

This meeting is officially called to order at 5:30 p.m. on April 4, 2023. This meeting is being presided over by Mayor Brian Holmer.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

PUBLIC FORUM

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

APPROVE AGENDA

Councilmember Mike Lorensen motioned, being seconded by Councilmember Scott Pream, to approve the agenda with the addition of 8.2.

On vote being taken, the resolution was unanimously passed.

CONSENT AGENDA

RESOLUTION NO. 04.79.23: Approval of March 21, 2023 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Steve Narverud introduced Resolution 04.79.23, being seconded by Councilmember Michele McCraw, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve March 21, 2023 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 04.80.23: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Steve Narverud introduced Resolution 04.80.23, being seconded by Councilmember Michele McCraw, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of \$1,054,916.71. A printout of the approved payments, disbursements are attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

NEW BUSINESS

RESOLUTION NO. 04.81.23: Authorization of submittal of 2022 Pay Equity Compliance Report to the Minnesota Management and Budget

Following discussion, Councilmember Scott Pream introduced Resolution 04.81.23, being seconded by Councilmember Steve Narverud, that:

On vote being taken, the resolution was unanimously passed.

WHEREAS, The State of Minnesota has mandated since 1984 that cities analyze and submit data to the State of Minnesota to ensure that inadequacies do not exist in the pay structures that may affect unequal compensation/benefits to females versus males. Each city submits payroll data to the State of Minnesota through software provided by the State which is analyzed by the State once every three years to ensure compliance. An employee's grade level, salary level, and additional compensation are documented and analyzed to determine if a city is in compliance.

WHEREAS, Required by State of Minnesota to pass the Pay Equity Compliance tests.

THEREFORE, BE IT RESOLVED To accept the recommendation to authorize submittal of the 2022 Pay Equity Compliance Report to the Minnesota Management and Budget Department for year ending December 31, 2022. Said report indicates that the City of Thief River Falls is in compliance with State of Minnesota pay equity regulations.

RESOLUTION NO. 04.82.23: Approval to adjust the wage of the Power Plant Operator/Construction Worker to move him into the approved 8-step pay grid and allow a cost of living increase for 2023.

Following discussion, Councilmember Mike Lorenson introduced Resolution 04.82.23 and motioned to amend to include Mr. Stennes will remain on step 1 until successful completion of the step requirement, but will be allowed cost of living increases, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, Resolution No. 3.64.21 approved that McLain Stennes' wage be frozen at \$28.31 until successful completion of step requirements. With the implementation of the wage study results, Mr. Stennes should have been moved to Step 1 of Grade 6 to put him on the 8-step pay grid. Mr. Stennes will remain on step 1 until successful completion of the step requirement, but will be allowed cost of living increases.

THEREFORE, BE IT RESOLVED To approve the request by the Teamster union steward and union representative to move McLain Stennes, from his frozen wage of \$28.31 into the 8-step pay grid. The Power Plant Operator/Construction Worker position is a Grade 6. Moving him into Step 1 for 2022 would be \$30.55 per hour and with the 2% COLA increase January 1, 2023, the Step 1 for 2023 would be \$31.16 per hour. McLain would receive retroactive pay back to October 1, 2022. Mr. Stennes will remain on step 1 until successful completion of the step requirement, but will be allowed cost of living increases.

On vote being taken, the resolution was unanimously passed with amendment.

COUNCIL BOARDS AND COMMISSIONS REPORTS

UPCOMING MEETINGS

- Utilities Committee Meeting - April 10th at 7:00 a.m.
- Public Safety Liquor Committee Meeting - April 10th at 4:30 p.m.

- Administrative Services Committee Meeting - April 11th at 4:30 p.m. (*Room 201*)
- Public Works Committee Meeting - April 12th at 4:30 p.m.
- City Council Meeting - April 18th at 5:30 p.m.

INFORMATIONAL ITEMS

- Councilmember Mike Lorensen made a point of clarification to the community regarding the census of Thief River Falls. Mike confirmed that the census is conducted federally and the state updates the population signage for the town. The sticker on the population sign indicates it was updated in 2022.
- Mayor Holmer clarified the Public Works Department requests that all residents park on the east side of avenues, and the south side of streets between Monday, April 3 and Friday, April 7. This will allow snow removal equipment to respond to inclement weather.
- Councilmember Mike Lorensen expressed the Labor Committee is reviewing the payment process and the investigation is continuing. The Labor Committee hopes to have a couple more meetings this week.
- Councilmember Jason Aarestad stated he is in conversations with Josh at Brady Martz and they are looking to move forward.
- Mayor Holmer mentioned the legislature is looking at increasing LGA an additional 100 million. Watch for coalition updates, he will continue to monitor.

ADJOURNMENT

There being no further discussion, Councilmember Mike Lorensen, being seconded by Councilmember Anthony Bolduc to adjourn at 5:44 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	



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00564 - 04/06/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: AMAZON CAPITAL SERVICES INC							
AMAZON CAPITAL SERVICES ...	199xfw9g1gfv	03/23/2023	100-4220-62230	Building Maint & Repair	EMERGENCY LIGHT - BASEM...		30.98
AMAZON CAPITAL SERVICES ...	1cx37nyhmqhr	03/26/2023	100-4210-62420	Computer Equipment	FLASH DRIVES		15.99
AMAZON CAPITAL SERVICES ...	1cx37nyhmqhr	03/26/2023	100-4210-62990	Misc. Operating Expense	BATTERIES / WIPES / DISP GL...		113.21
AMAZON CAPITAL SERVICES ...	1fvtgqj17kx	03/21/2023	100-4220-62020	Computer Supplies	IPAD CASE / MOUNT		112.95
AMAZON CAPITAL SERVICES ...	1g1xr3141prv	02/22/2023	620-4850-62230	Building Maint & Repair	PARTS - LAB FAUCET REPAIR		53.98
AMAZON CAPITAL SERVICES ...	1khyd37q96fv	03/15/2023	100-4210-62990	Misc. Operating Expense	NITRILE GLOVES / DISINFECT...		213.19
AMAZON CAPITAL SERVICES ...	1qlxlym94wjt	03/17/2023	620-4850-62220	Plant Equip Maint & Repair	SUPPLIES - CHLORINE ANALY...		46.81
AMAZON CAPITAL SERVICES ...	1ygrkhwc7k6y	03/29/2023	100-4192-62020	Computer Supplies	COMPUTER SUPPLIES		17.09
AMAZON CAPITAL SERVICES ...	1ygrkhwc7k6y	03/29/2023	100-4650-62020	Computer Supplies	COMPUTER SUPPLIES		17.09
Vendor AMAZON CAPITAL SERVICES INC Total:							621.29
Vendor: BRADY MARTZ & ASSOC PC INC							
BRADY MARTZ & ASSOC PC I...	04 04 23 NOTICE	04/04/2023	740-20300	Flex Payroll Deductions	FLEX PAYOUT - 2ND HALF OF...		1,583.88
Vendor BRADY MARTZ & ASSOC PC INC Total:							1,583.88
Vendor: CORE-MARK MIDCONTINENT INC							
CORE-MARK MIDCONTINENT ...	9245081	03/22/2023	610-4810-62540	Soft Drinks/Mix for Resale	MIX PURCHASE		44.66
CORE-MARK MIDCONTINENT ...	9245081	03/22/2023	610-4810-62590	Misc. Mdse for Resale	TOBACCO PURCHASE		3,626.53
Vendor CORE-MARK MIDCONTINENT INC Total:							3,671.19
Vendor: ELAN FINANCIAL SERVICES							
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4192-63020	Computer Maintenance & lic...	SMARTDRAW SOFTWARE PR...		38.48
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4210-62990	Misc. Operating Expense	SMARTDRAW SOFTWARE PR...		119.40
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4210-63020	Computer Maintenance & lic...	BODY CAM LICENSE FEE - MA...		164.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4210-63320	Training Expense	BCA TRAINING - M ROFF		250.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4210-63320	Training Expense	REG FEE - C WILLIAMS / INTE...		250.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4210-64330	Dues and Subscriptions	MOCIC MEMBERSHIP		150.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4220-64370	Taxes and Licenses	LICENSE RENEWAL FEE - SPE...		75.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4220-64370	Taxes and Licenses	LICENSE RENEWAL FEES (5)		375.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4220-64370	Taxes and Licenses	FIREFIGHTER LICENSE - DEREK...		75.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4240-63590	Printing & Publications	2020 BUILDING CODES FEILD...		34.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4240-63590	Printing & Publications	FIELD GUIDE - MN RESIDENTI...		34.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4240-64330	Dues and Subscriptions	MEMBERSHIP FEE - G HUFNA...		145.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4240-64400	Travel, Conference, School	REG FEE		45.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4312-64370	Taxes and Licenses	BOILER LICENSE RENEWAL FEE		20.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	100-4315-62010	Office Supplies	EMAIL SUBSCRIPTION FEE - ...		13.49
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	620-4840-62010	Office Supplies	MAIL SUBSCRIPTION FEE - M...		31.48
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	680-4840-62010	Office Supplies	EMAIL SUSBCRIPTION FEE		9.00
ELAN FINANCIAL SERVICES	02/17-03/16/23 STMT	04/05/2023	690-4840-62010	Office Supplies	EMAIL SUBSCRIPTION FEE - ...		35.98

Packet: APPKT00564 - 04/06/23 DIRECT PAYABLES

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Council Approval Register

Packet: APPKT00564 - 04/06/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
VERIZON WIRELESS #786782...	9930700824	03/21/2023	620-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		40.05
VERIZON WIRELESS #786782...	9930700824	03/21/2023	650-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	690-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
VERIZON WIRELESS #786782...	9930700824	03/21/2023	820-4830-63210	Communication Expense	WIRELESS PHONE CHARGES -...		41.14
Vendor VERIZON WIRELESS #786782900 Total:							1,641.10
Grand Total:							20,322.85

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	13,113.47
610 - LIQUOR DISPENSARY	3,753.47
620 - WATER UTILITY FUND	284.59
650 - TOURIST PARK - VENUWORKS	41.14
680 - WASTEWATER UTILITY FUND	9.00
690 - ELECTRIC UTILITY FUND	1,496.16
740 - TRF HEALTH INSURANCE FUND	1,583.88
820 - GREENWOOD CEMETERY FUND	41.14
Grand Total:	20,322.85

Account Summary

Account Number	Account Name	Expense Amount
100-4150-63210	Communication Expense	173.43
100-4192-62020	Computer Supplies	17.09
100-4192-63020	Computer Maintenance & ..	38.48
100-4192-63210	Communication Expense	40.01
100-4194-63210	Communication Expense	41.14
100-4210-62420	Computer Equipment	15.99
100-4210-62990	Misc. Operating Expense	445.80
100-4210-63020	Computer Maintenance & ..	164.00
100-4210-63210	Communication Expense	658.24
100-4210-63320	Training Expense	500.00
100-4210-64330	Dues and Subscriptions	150.00
100-4220-62020	Computer Supplies	112.95
100-4220-62230	Building Maint & Repair	30.98
100-4220-64370	Taxes and Licenses	525.00
100-4240-63210	Communication Expense	41.14
100-4240-63590	Printing & Publications	68.00
100-4240-64330	Dues and Subscriptions	145.00
100-4240-64400	Travel, Conference, School	45.00
100-4312-64370	Taxes and Licenses	20.00
100-4315-62010	Office Supplies	13.49
100-4510-63210	Communication Expense	82.28
100-4650-62020	Computer Supplies	17.09
100-4650-63210	Communication Expense	41.14
100-4670-62010	Office Supplies	76.61
100-4670-63030	Contracts Expense	9,650.61
610-4810-62540	Soft Drinks/Mix for Resale	44.66
610-4810-62590	Misc. Mdse for Resale	3,626.53
610-4830-63210	Communication Expense	82.28
620-4830-63210	Communication Expense	152.32
620-4840-62010	Office Supplies	31.48

Account Summary

Account Number	Account Name	Expense Amount
620-4850-62220	Plant Equip Maint & Repair	46.81
620-4850-62230	Building Maint & Repair	53.98
650-4830-63210	Communication Expense	41.14
680-4840-62010	Office Supplies	9.00
690-4830-63210	Communication Expense	246.84
690-4830-63890	Utilities Expense	1,187.80
690-4840-62010	Office Supplies	35.98
690-4850-62350	Power Plant/Dam Maint	25.54
740-20300	Flex Payroll Deductions	1,583.88
820-4830-63210	Communication Expense	41.14
Grand Total:		20,322.85

Project Account Summary

Project Account Key	Expense Amount
None	20,322.85
Grand Total:	20,322.85



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00558 - 04/03/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: DBS BACKHOE & EXCAVATION SERVI							
DBS BACKHOE & EXCAVATION..	03 13 23	04/03/2023	820-4890-63030	Contracts Expense	OPEN / CLOSE FEES - CARLSON		1,200.00
DBS BACKHOE & EXCAVATION..	03 13 23	04/03/2023	820-4890-63030	Contracts Expense	OPEN / CLOSE FEES - HOFFM...		1,200.00
DBS BACKHOE & EXCAVATION..	03 13 23	04/03/2023	820-4890-63030	Contracts Expense	OPEN / CLOSE FEES - SKOGL...		1,200.00
DBS BACKHOE & EXCAVATION..	03 13 23	04/03/2023	820-4890-63030	Contracts Expense	OPEN / CLOSE FEES - BURKH...		850.00
DBS BACKHOE & EXCAVATION..	03 13 23	04/03/2023	820-4890-63030	Contracts Expense	OPEN / CLOSE FEES - BAKKE		850.00
Vendor DBS BACKHOE & EXCAVATION SERVI Total:							5,300.00
Grand Total:							5,300.00

Fund Summary

Fund	Expense Amount
820 - GREENWOOD CEMETERY FUND	5,300.00
Grand Total:	5,300.00

Account Summary

Account Number	Account Name	Expense Amount
820-4890-63030	Contracts Expense	5,300.00
Grand Total:		5,300.00

Project Account Summary

Project Account Key	Expense Amount
None	5,300.00
Grand Total:	5,300.00



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00559 - 04/03/23 DIRECT PAYABLES

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: JADEN HANSON							
JADEN HANSON	REIMB	04/03/2023	740-24000	Clearing Account	REFUND - LELS UNION DUES ...		65.00
						Vendor JADEN HANSON Total:	65.00
Vendor: JASON SCHMITT							
JASON SCHMITT	REIMB	04/03/2023	100-4670-64470	Refunds and Reimbursements	REFUND - BAL OF 2023 LIQU...		2,100.00
						Vendor JASON SCHMITT Total:	2,100.00
Vendor: ROSEAU FIRE DEPARTMENT							
ROSEAU FIRE DEPARTMENT	2023 SPRG MTG	04/03/2023	100-4220-64400	Travel, Conference, School	(5) REG FEES - NORTHERN RE...		100.00
						Vendor ROSEAU FIRE DEPARTMENT Total:	100.00
						Grand Total:	2,265.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	2,200.00
740 - TRF HEALTH INSURANCE FUND	65.00
Grand Total:	2,265.00

Account Summary

Account Number	Account Name	Expense Amount
100-4220-64400	Travel, Conference, School	100.00
100-4670-64470	Refunds and Reimbursem...	2,100.00
740-24000	Clearing Account	65.00
Grand Total:		2,265.00

Project Account Summary

Project Account Key	Expense Amount
None	2,265.00
Grand Total:	2,265.00



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00560 - 04/04/23 FIREFIGHTERS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ANTHONY HORACHEK							
ANTHONY HORACHEK	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor ANTHONY HORACHEK Total:	145.00
Vendor: BLAKE WALKER							
BLAKE WALKER	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor BLAKE WALKER Total:	145.00
Vendor: BRIAN JACOBSON							
BRIAN JACOBSON	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor BRIAN JACOBSON Total:	145.00
Vendor: DEREK NEISEN							
DEREK NEISEN	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor DEREK NEISEN Total:	145.00
Vendor: DEVIN SPEARS							
DEVIN SPEARS	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor DEVIN SPEARS Total:	145.00
Vendor: DYLAN DEFREECE							
DYLAN DEFREECE	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor DYLAN DEFREECE Total:	145.00
Vendor: FRANCIS TRUDEAU							
FRANCIS TRUDEAU	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor FRANCIS TRUDEAU Total:	145.00
Vendor: GRANT ASP							
GRANT ASP	1ST QTR 23	03/02/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor GRANT ASP Total:	145.00
Vendor: IAN LUND							
IAN LUND	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor IAN LUND Total:	145.00
Vendor: JEFFREY SCHNEIDER							
JEFFREY SCHNEIDER	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor JEFFREY SCHNEIDER Total:	145.00
Vendor: JOSIAH JENSEN							
JOSIAH JENSEN	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor JOSIAH JENSEN Total:	145.00

Council Approval Register

Packet: APPKT00560 - 04/04/23 FIREFIGHTERS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: JUDD ALBY							
JUDD ALBY	1ST QTR 23	03/02/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor JUDD ALBY Total:							145.00
Vendor: KEATON HUOT							
KEATON HUOT	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor KEATON HUOT Total:							145.00
Vendor: KEVIN WALSETH							
KEVIN WALSETH	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor KEVIN WALSETH Total:							145.00
Vendor: MIKE LARSON							
MIKE LARSON	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor MIKE LARSON Total:							145.00
Vendor: NICHOLAS TRUDEAU							
NICHOLAS TRUDEAU	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor NICHOLAS TRUDEAU Total:							145.00
Vendor: PATRICK BARRY							
PATRICK BARRY	1ST QTR 23	03/02/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor PATRICK BARRY Total:							145.00
Vendor: PAUL D GONSOROWSKI							
PAUL D GONSOROWSKI	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor PAUL D GONSOROWSKI Total:							145.00
Vendor: SCOTT WALKER							
SCOTT WALKER	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor SCOTT WALKER Total:							145.00
Vendor: SHANE CRANDALL							
SHANE CRANDALL	1ST QTR 23	03/02/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor SHANE CRANDALL Total:							145.00
Vendor: STEVEN KLOETY							
STEVEN KLOETY	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor STEVEN KLOETY Total:							145.00
Vendor: TREVOR SWANSON							
TREVOR SWANSON	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor TREVOR SWANSON Total:							145.00
Vendor: WAYNE NOME LAND							
WAYNE NOME LAND	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
Vendor WAYNE NOME LAND Total:							145.00

Council Approval Register

Packet: APPKT00560 - 04/04/23 FIREFIGHTERS

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: ZACHARY JOHNSON							
ZACHARY JOHNSON	1ST QTR 23	03/03/2023	100-4220-61060	Temporary Salaries	1ST QTR 2023 VFF SALARY		145.00
						Vendor ZACHARY JOHNSON Total:	145.00
						Grand Total:	3,480.00

Fund Summary		
Fund		Expense Amount
100 - GENERAL FUND		3,480.00
Grand Total:		3,480.00

Account Summary		
Account Number	Account Name	Expense Amount
100-4220-61060	Temporary Salaries	3,480.00
Grand Total:		3,480.00

Project Account Summary		Expense Amount
Project Account Key		
None		3,480.00
Grand Total:		3,480.00



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00561 - PYPKT00880 - 2023 04 06 #7 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: VSP INSURANCE CO							
VSP INSURANCE CO	INV0000713	04/06/2023	740-24000	Clearing Account	FLEX VISION		277.52
						Vendor VSP INSURANCE CO Total:	277.52
						Grand Total:	277.52

Fund Summary		
Fund		Expense Amount
740 - TRF HEALTH INSURANCE FUND		277.52
Grand Total:		277.52

Account Summary		
Account Number	Account Name	Expense Amount
740-24000	Clearing Account	277.52
Grand Total:		277.52

Project Account Summary		
Project Account Key		Expense Amount
None		277.52
Grand Total:		277.52



City of Thief River Falls, MN

Council Approval Register

Packet: APPKT00562 - PYPKT00880 - 2023 04 06 #7 Payroll

Vendor Name	Payable Number	Post Date	Account Number	Account Name	Description (Item)	(None)	Amount
Vendor: INTERNAL REVENUE SERVICE							
INTERNAL REVENUE SERVICE	INV0000720	04/06/2023	740-20150	Payroll Taxes Payable	FED W/H		21,206.12
INTERNAL REVENUE SERVICE	INV0000720	04/06/2023	740-20150	Payroll Taxes Payable	SOCIAL SECURITY		19,798.42
INTERNAL REVENUE SERVICE	INV0000720	04/06/2023	740-20150	Payroll Taxes Payable	MEDICARE		6,604.30
Vendor INTERNAL REVENUE SERVICE Total:							47,608.84
Vendor: LAW ENFORCEMENT LABOR SERVICES							
LAW ENFORCEMENT LABOR ...	INV0000715	04/06/2023	740-24000	Clearing Account	LELS Dues		877.50
Vendor LAW ENFORCEMENT LABOR SERVICES Total:							877.50
Vendor: MN DPT OF REVENUE - WITHHOLDING							
MN DPT OF REVENUE - WITH...	INV0000719	04/06/2023	740-20160	State Withholding	State W/H Tax		10,375.78
Vendor MN DPT OF REVENUE - WITHHOLDING Total:							10,375.78
Vendor: NCPERS GROUP LIFE INSURANCE							
NCPERS GROUP LIFE INSURA...	INV0000716	04/06/2023	740-24000	Clearing Account	PLIFE		416.00
Vendor NCPERS GROUP LIFE INSURANCE Total:							416.00
Vendor: P E R A OF MN							
P E R A OF MN	INV0000718	04/06/2023	740-20180	PERA Payable	PERA EE/ER COORD		23,147.62
P E R A OF MN	INV0000718	04/06/2023	740-20180	PERA Payable	PERA EE/ER P&F		20,743.44
Vendor P E R A OF MN Total:							43,891.06
Vendor: SUN LIFE FINANCIAL (LTD)							
SUN LIFE FINANCIAL (LTD)	INV0000717	04/06/2023	740-24000	Clearing Account	LTD Premium		337.67
Vendor SUN LIFE FINANCIAL (LTD) Total:							337.67
Vendor: VANTAGEPOINT ICMA							
VANTAGEPOINT ICMA	INV0000712	04/06/2023	740-24000	Clearing Account	Contributions Employee		2,534.09
Vendor VANTAGEPOINT ICMA Total:							2,534.09
Vendor: WEX BANK							
WEX BANK	INV0000714	04/06/2023	740-24000	Clearing Account	HSA		284.75
Vendor WEX BANK Total:							284.75
Grand Total:							106,325.69

Fund Summary

Fund	Expense Amount
740 - TRF HEALTH INSURANCE FUND	106,325.69
Grand Total:	106,325.69

Account Summary

Account Number	Account Name	Expense Amount
740-20150	Payroll Taxes Payable	47,608.84
740-20160	State Withholding	10,375.78
740-20180	PERA Payable	43,891.06
740-24000	Clearing Account	4,450.01
Grand Total:		106,325.69

Project Account Summary

Project Account Key	Expense Amount
None	106,325.69
Grand Total:	106,325.69



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: 4/18/2023

SUBJECT: #8.1 Water System Modeling and Operations Support

RECOMMENDATION: It respectfully requested to consider approving the agreement with SEH Engineering Inc to implement the Water Modeling study operational changes.

MOTION TO: Approve the Agreement for Professional Services with Short Elliot Hendrickson (SEH Engineering) to Implement the Water Modeling and System Pump Flow Plan.

BACKGROUND: The City of Thief River Falls Water Systems Department conducts Water Modeling of the Distribution System to evaluate volume, pressure and age of water in the System. Current modeling was completed in 2022. Prior modeling was done in the 1990's. The Water Modeling plan is also utilized in the design of future Water Main expansion projects, along with recommendations of closing the loops on dead end mains.

KEY ISSUES: The 2022 modeling study identified high and low pressure issues in the Distribution System, as well as aged water in some of the storage facilities. Staff have begun to address some of the recommendations by installing Variable Frequency Drives on the High Service Pumps. The recent Comprehensive Performance Evaluation of the Water Treatment Plant also identified some of the changes that are recommended in the Modeling Study.

FINANCIAL CONSIDERATIONS: The agreement is per hour based not to exceed \$15,000. Funds will be drawn from the Water Department consultant budget.

LEGAL CONSIDERATION: None.

DEPARTMENT/RESPONSIBLE PERSON: Wayne Johnson, Water Systems Superintendent

ATTACHMENTS:

1.	2023 Ltr Agreement for Prof Services - 2023 Water System Modeling Services
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Agreement for Professional Services

This Agreement is effective as of April 6, 2023, between City of Thief River Falls, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2023 On Call Water System Modeling and Operations Support**

Client's Authorized Representative: Wayne Johnson
Address: 405 3rd Street East
Thief River Falls, MN 56701
Telephone: 218.681.380919 **email:** wjohnson@citytrf.net

Project Manager: Chad T. Katzenberger, PE
Address: 416 South 6th Street #101
Brainerd, MN 56401
Telephone: 218.855.1720 **email:** ckatzenberger@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The scope of services to be included in this work includes water system modeling related to recommended operational changes for the Water Treatment Plant. As a result of previous water modeling recommendations, the City is in the process of installing VFD's (Variable Frequency Drive's) for the operation of the City's high service pumps. This change will give operators more flexibility for modulating flow rates. Some of the tasks related to this effort are as follows:

1. Project Kickoff Site meeting: Meet on site with City staff and water system integrator to discuss and develop operational alternatives and options to inform programming and integration of the VFD's
2. Develop water modeling scenarios with recommended raw water, treatment, and high service flow rates for both winter operation and summer operation.
3. Update water system model as needed to simulate operations.
4. Operate the model as needed to develop operational alternatives and review results with the City.
5. Provide on call water modeling services as requested by the City.
6. Provide water model output data.

Summation of hours required to complete the work above may vary, as a result the work is proposed to be completed on an hourly not-to-exceed basis.

Schedule: Work outlined above will be completed in the 2023 calendar year.

Payment: The estimated fee is subject to a not-to-exceed amount of \$15,000, including expenses and equipment.

Staff Available will be billed at the following hourly rates:

Senior Engineer (PE)	\$185.00/hour
Staff Engineer	\$155.00/hour
Graduate Engineer	\$135.00/hour
Admin Professional	\$95/hour

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

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Short Elliott Hendrickson Inc.

City of Thief River Falls, Minnesota

By: _____
Chad T. Katzenberger, PE
Title: Project Manager

By: _____

Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Thief River Falls, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 6th, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

document5

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



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: 4/18/2023

SUBJECT: #8.2 Approve the Thief River Falls Municipal Utilities Cogeneration and Small Power Production Rate Schedule by Star Energy

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

MOTION TO: Authorize the City of Thief River Falls Utility Billing to pay solar customers monthly for all energy furnished during the month that exceeds that supplied by the utility during a billing period at the rates below. Other options a customer can choose would be Roll over credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

Residential \$0.1177 per kWh

Commercial \$0.1012 per kWh

BACKGROUND: Available to all customers where the customer has qualified small power production or cogeneration facilities connected in parallel with the Utility's facilities. The customer is required to execute an Interconnection Agreement with the Utility. A Qualifying Facility is a cogeneration and small power production facility that satisfies the conditions in 18 code of Federal Regulations, Section 292.101(b). The rates are for purchasing excess electricity.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator and John Kinsman, Interim Electrical Superintendent

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.3 Authorize the purchase of a 2023 Squad Car

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

MOTION TO: To authorize the purchase of a fully equipped 2023 Ford Explorer Police Interceptor from Guardian Fleet for \$63,378.27 total, \$54,878.27 after trade in. Utilizing the trade in of 2-2014 Squad cars, the 2023 vehicle and vehicle equipment budget, and \$25,000 from the DWI fund.

BACKGROUND: This was brought up for discussion in public safety to address an aging fleet.

KEY ISSUES:

FINANCIAL CONSIDERATIONS: This is utilizing the budget for 2023, trade in of 2 squad cars, and Fund from the DWI Fund. This would then change the regular purchase of the next squad car to 2025.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Mike Roff, Deputy Chief of Police

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.4 Replace Oil Separators and install Relief Piping at the Ralph Engelstad Arena

RECOMMENDATION: It is respectfully requested that the Thief River Falls City Council consider the following:

MOTION TO: To approve the CIMCO equipment quote of \$64,500 to replace the oil separators and install relief piping in the ice plant at the Ralph Engelstad Arena. The additional contractual obligations related to the scope of the repairs and work, including the equipment, will total up to \$100,000.00 to be paid from the Arena Bond Fund.

BACKGROUND: The Oil Separators at the Ralph Engelstad Arena are corroding from the inside and plugging up the ice plant. The Oil Separators at the Ralph Engelstad Arena are at the end of their useful life and need to be replaced along with the installation of supply relief piping.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Collins, Executive Director, VenuWorks of TRF, LLC

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.5 New Thief River Falls Municipal Liquor Store hours starting May 15th, 2023.

RECOMMENDATION: It is respectfully requested the council consider the following recommendation from the Public Safety and Liquor Committee:

MOTION TO: Authorize the Thief River Falls Municipal Liquor Store to have the hours of 8:00 am to 9:00 pm Monday through Saturday and Closed Sundays starting May 15th, 2023.

BACKGROUND: The Thief River Falls Municipal Liquor Store has been closing at 8:00 pm since March 28, 2020 due to the COVID-19 pandemic.

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Angela Philipp, City Administrator and Steve Olson, Liquor Store Manager

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.6 Approval of Employment of Louis Brown as Forester

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

MOTION TO: Approve the employment of Louis Brown as Forester. Mr. Brown shall be placed at Step 1 of the Grade Level 4 Forester salary schedule for a starting salary of \$26.29 per hour, effective May 1, 2023, pending successful completion of all pre-employment backgrounds and testing.

BACKGROUND: On resolution number 1-18-23 the City Council authorized filling the vacant Forester position, created by the resignation of Brian Benitt. The position was first offered to Teamster members and then was advertised and filled by the public process.

KEY ISSUES: The city council has authorized filling this position.

FINANCIAL CONSIDERATIONS: This is a budgeted position.

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen - Public Works Director

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.7 2023 City Hall Remodel Project

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

MOTION TO: Adopt a Resolution approving Plans and Specifications and Calling for Bids for the 2023 City Hall Remodel Project.

BACKGROUND: The project is based on an item generated from the City's Building Committee, items that have been generated and prioritized for needs, viability, and approval from City Council.

KEY ISSUES: Approving plans and specifications and calling for bids at the April 18th council meeting will allow for the advertising time required for an anticipated May 2023 Bid Open Date.

FINANCIAL CONSIDERATIONS: The Engineer's Estimated Total Project cost is \$712,530.00. The entire financing of the project is expected to be paid by funds received from the American Rescue Funds.

LEGAL CONSIDERATION: Minnesota Statute Chapter 429 requires the City Council approve Plans and Specifications and Call for Bids.

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen – Public Works Director

ATTACHMENTS:
None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.8 2023 Street and Utilities Improvements

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

MOTION TO: Adopt a Resolution approving Plans and Specifications and Calling for Bids on the 2023 Street and Utilities Improvements as follows:

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

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION: Minnesota Statute Chapter 429 requires the City Council approve Plans and Specifications and Call for Bids.

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen – Public Works Director

ATTACHMENTS:

None



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Request for Council Action

DATE: 4/18/2023

SUBJECT: #8.9 AMEND RESOLUTION NO. 09.191.22: Replacement of the beveled roof portion of the Carnegie Library

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

MOTION TO: To approve Northwest Roofing to replace the angled Steel Roofing on the Carnegie Library building & various repairs of rain gutters:

- \$11,500.00 Carnegie Library Building Capital Fund Reserve Balance
- \$2,100.00 Carnegie Roof Capital Fund Reserve Balance.
- Remaining balance of repairs(estimated \$26,400.00) American Rescue Funds

*Interior cosmetic repairs funded by the Carnegie Library Maintenance Budget.

BACKGROUND:

KEY ISSUES:

FINANCIAL CONSIDERATIONS:

LEGAL CONSIDERATION:

DEPARTMENT/RESPONSIBLE PERSON: Travis Giffen, Public Works Director

ATTACHMENTS:

None

**CITY OF THIEF RIVER FALLS
INVESTMENT SUMMARY**

BANK/BROKER	TYPE AND DESCRIPTION OF SECURITY	PAR	MATURITY DATE	YIELD OR INTEREST RATE	CALL DATE	CURRENT MARKET VALUE
<u>RBC</u>						
BMW Bnk North Amer Salt Lake	Certificate of Deposit - Brokered	\$209,000	11-Oct-23	1.85%	11-Apr-20	\$205,545.23
American Express Natl Bk	Certificate of Deposit - Brokered	\$248,000	18-Mar-24	1.60%	16-Sep-22	\$239,808.56
Comenity Cap Bk Utah CD 1.2	Certificate of Deposit - Brokered	\$249,000	15-May-24	2.75%	15-May-19	\$242,643.03
New York Community Bank	Certificate of Deposit - Brokered	\$183,000	03-Jun-24	0.30%	03-Dec-21	\$173,118.00
Port Houston Auth Tex Harris	Certificate of Deposit - Brokered	\$500,000	01-Oct-24	2.25%	12-Aug-20	\$481,720.00
Morgan Stanley Pvt Bk	Certificate of Deposit - Brokered	\$245,000	27-Feb-25	1.80%	27-Aug-20	\$231,005.60
State Bk India New York NY	Certificate of Deposit - Brokered	\$183,000	10-Jun-25	1.05%	10-Dec-20	\$168,343.53
Federal Home Ln Mtg Corp	Certificate of Deposit - Brokered	\$255,000	25-Aug-25	3.50%	25-Feb-23	\$248,558.70
JPMorgan Chase Bank N A CD CLL	Certificate of Deposit - Brokered	\$246,000	30-Sep-25	0.40%	31-Mar-21	\$220,034.70
Goldman Sachs BK USA New York	Certificate of Deposit - Brokered	\$200,000	11-Feb-26	1.00%	11-Aug-21	\$179,170.00
Vernon Hills Taxable GO	Certificate of Deposit - Brokered	\$246,000	30-Mar-26	2.85%	01-Jul-22	\$239,467.50
BankUnited A Svgs Bk Miami	Certificate of Deposit - Brokered	\$249,000	31-Mar-26	0.95%	30-Jun-21	\$221,619.96
UBS BK USA Salt Lake City UT	Certificate of Deposit - Brokered	\$245,000	16-Jun-26	0.85%	16-Jul-21	\$215,551.00
Defiance Ohio City Sch Dist	Bond - Brokered	\$550,000	01-Dec-28	0.00%	01-Dec-28	\$427,630.50
Fresno Calif Uni School Dist	Bond - Brokered	\$300,000	01-Aug-25	0.00%	01-Aug-25	\$267,606.00
Thief River Falls Minn Indpt	Bond - Brokered	\$190,000	01-Feb-27	1.01%	01-Feb-27	\$167,203.80
RBC INVESTMENTS						\$3,929,026.11
Border State Bank	Certificate of Deposit	\$100,000	16-Dec-23	2.09%	16-Dec-23	\$100,000.00
BORDER STATE BANK INVESTMENTS						\$100,000.00

First Mid-Illinois Bank & Trust	Certificate of Deposit - Brokered	\$242,600	06-Jul-23	2.942%	\$242,600.00
T Bank, National Association TX	Certificate of Deposit - Brokered	\$233,050	20-Jun-24	4.728%	\$233,050.00
4M Term Series, MN	Certificate of Deposit - Brokered	\$1,000,000	26-Jan-24	4.650%	\$1,000,000.00
4M INVESTMENTS					<u>\$1,475,650.00</u>

TOTAL CD INVESTMENTS	\$5,504,676.11
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MONEY MARKET ACCOUNTS

Piper Jaffray	First American Gov't Obligations Fund	0.01%	\$3,247,852.28
RBC	US Govt Money Market Fund		\$4.07
League of Minnesota Cities	4M Money Market Fund	0.01%	\$12,989,250.53
League of Minnesota Cities	4M Plus Fund	0.03%	\$26,446.68
League of Minnesota Cities	4M LTD Account		<u>\$755,523.79</u>

TOTAL MONEY MARKET SAVINGS	\$17,019,077.35
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GRAND TOTAL	03/31/2023	<u><u>\$22,523,753.46</u></u>
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*Interest paid every 6 months.