# COUNCIL PROCEEDINGS
## Tuesday, September 19, 2023

**CALL TO ORDER**

This meeting is officially called to order at 5:30 p.m. on September 19, 2023. This meeting is being presided over by Mayor Brian Holmer.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**PUBLIC FORUM**

Cheryl Snetting - Mobile Home Park Manager expressed ongoing concerns about the water meter replacement

**PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS**

Thief River Falls ISD #564 Referendum Review - Chris Mills, Superintendent and Ryan Walseth, Board Chair

**APPROVE AGENDA**

Councilmember Mike Lorenson motioned, being seconded by Councilmember Scott Pream, to approve the agenda with the addition of 8.17, 8.18 and 8.19.

On vote being taken, the resolution was unanimously passed.

**CONSENT AGENDA**

RESOLUTION NO. 09.202.23: Approval of September 5, 2023 Council Proceedings

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 09.202.23, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve September 5, 2023 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.203.23: Approval of September 12, 2023 Special Council Proceedings

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 09.203.23, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By the City Council, to approve September 12, 2023 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.204.23: City of Thief River Falls Bills and Disbursements

Presented as part of the Consent Agenda, Councilmember Michele McCraw introduced Resolution No. 09.204.23, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By the City Council, to authorize payment of bills and disbursements in the total amount of $946,660.27. 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. 09.205.23: Approve the engagement of Northland Securities as Underwriter

Following discussion, Councilmember Scott Pream introduced Resolution No. 09.205.23, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, The purpose of this letter is to comply with federal regulations to affirmatively engage with Northland Securities to allow them to give the City advice on the issuance of municipal securities in the capacity of an underwriter.

THEREFORE, BE IT RESOLVED to Authorize the City Administrator to sign the engagement letter for Northland Securities as Underwriter in connection with the issuance of General Obligation Equipment Certificates in Indebtedness, Series 2024A.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.206.23: Approve the Northland Securities resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code including certification and declaration of official intent.

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 09.206.23, being seconded by Councilmember Scott Pream, that:

1. Recitals.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, The reimbursement resolution, certification, and declaration of official intent relate to the construction of a new CO2 ice plant that will serve the Ralph Engelstad and Huck Olson Arena. This allows the City to reimburse ourselves for certain costs of the project with the proceeds on the bond issue. The maximum principal amount would be up to $3,500,000.

THEREFORE, BE IT RESOLVED Authorize the City Administrator to sign the Northland Securities resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code including certification and declaration of official intent.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.207.23: Approve resolution requesting Governor Tim Walz to declare a special session

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 09.207.23, being seconded by Councilmember Megan Bourne, that:

WHEREAS, The State of Minnesota has several cities with police departments that offer contractual services to schools in their communities by way of School Resource Officers (SROs), and

WHEREAS, recent amendments to the Minnesota's school discipline laws have created significant confusion and great liability concerns to cities with police departments that have SROs working in school settings, and

WHEREAS, the new language has resulted in significant limitations on the actions that can be used by SROs in certain dangerous situations and creates increased liability to cities and city police departments providing SROs, and

WHEREAS, for an SRO to prevent bodily harm or death is not prohibited, and

WHEREAS, the SRO provision during the legislative session did not engage local government or public safety committees to hear clarifying recommendations, and

WHEREAS, that the City Council of Thief River Falls, Minnesota requests, through this resolution, that Governor Walz declare a special session and urges its lawmakers to work in a bipartisan way to pass a corrective action to the Minnesota school discipline laws regarding the School Resource Officer and the laws applicable to the same, and

BE IT FURTHER RESOLVED that this resolution be transmitted to State Senator and Senate Minority Leader, Mark Johnson; House Representative, John Burkel; Speaker of the House, Melissa Hortman; House Majority Leader, Jamie Long; House Minority Leader, Lisa Demuth; Senate Majority Leader, Kari Dziedzic; and Governor Tim Walz.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.208.23: Adopt the City of Thief River Falls Preliminary 2024 Budget

Following discussion, Councilmember Michele McCraw introduced Resolution No.

09.208.23, being seconded by Councilmember Mike Lorenson, that:

THEREFORE, BE IT RESOLVED By the City Council, to adopt the City of Thief River Falls Preliminary 2024 Budget. A summary of the 2024 revenue and expenditures is as follows:

| | **2024 REVENUE** | **2024 EXPENSE** | **FUND BALANCE RESERVES +OR-** |
|---|---|---|---|
| General Fund | $ 10,760,127.00 | $ 10,780,127.00 | $ (20,000.00) |
| Liquor Dispensary | $ 5,068,350.00 | $ 5,476,020.00 | $ (407,670.00) |
| Electric Utility Fund | $ 17,565,000.00 | $ 17,641,360.00 | $ (76,360.00) |
| Storm Water Utility Fund | $ 372,000.00 | $ 372,000.00 | $ - |
| Water Utility Fund | $ 3,162,342.00 | $ 2,977,357.00 | $ 184,985.00 |
| Wastewater Utility Fund | $ 1,228,150.00 | $ 1,141,239.00 | $ 86,911.00 |
| Police Relief Pension Fund | $ 10,610.00 | $ 15,003.00 | $ (4,393.00) |
| Debt Service Fund | $ 1,548,190.00 | $ 1,490,937.00 | $ 57,253.00 |
| **Totals** | **$ 39,714,769.00** | **$ 39,894,043.00** | **$ (179,274.00)** |

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.209.23: Approval of Proposed 2024 Tax Levy

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 09.209.23, being seconded by Councilmember Scott Pream, that:

WHEREAS, That the Truth-n-Taxation public meeting will be held on December 5, 2023 at 6:00 p.m. to discuss the 2024 budget & levy. Final budget and levy will be adopted at the December 19, 2023 council meeting.

THEREFORE, BE IT RESOLVED By the City Council of Thief River Falls, County of Pennington, Minnesota, that the following sums of money be levied for the current year, collectible in 2024, upon taxable property in the City of Thief River Falls, for a total proposed levy of $3,711,572.00. This represents $337,416.00 or approximately 10% increase over last year's levy.

It should be noted that with the proposed tax capacity increase for 2024, a 10% tax levy increase results in an estimated .513% to 1.214% decrease in the tax rate.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.210.23: Appoint Councilmember Jason Aarestad to all TRF Business Development Association meetings the City of Thief River Falls is invited to.

Following discussion, Councilmember Megan Bourne introduced Resolution No. 09.210.23, being seconded by Councilmember Anthony Bolduc, that:

THEREFORE, BE IT RESOLVED appoint council member Jason Aarestad to all TRF

Business Development Association, formerly the Downtown Development Association meetings the City of Thief River Falls is invited to. The attendance of this meeting would qualify for a per diem submission.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.211.23: Renewal of Law Enforcement Lease Agreement and Dispatch/Records Agreement

Following discussion, Councilmember Anthony Bolduc introduced Resolution No. 09.211.23, being seconded by Councilmember Jason Aarestad, that:

WHEREAS, Lease costs are budgeted expenses.

WHEREAS, This is a renewal of an existing contract relationship.

WHEREAS, The county and the city maintain a cooperative and coordinated approach to law enforcement activities. Co-location of the Police Department and Sheriff's Office in the same building is an advantage to both agencies which enhances the effectiveness of the combined law enforcement response and improves the safety of the public.

THEREFORE, BE IT RESOLVED Approve the renewal of the Law Enforcement Lease Agreement and Dispatch/Records Agreement with Pennington County for the years of 2024-2026.

RESOLUTION NO. 09.212.23: Approve Pete Carlson - City Land Lease

Following discussion, Councilmember Scott Pream introduced Resolution No. 09.212.23, being seconded by Councilmember Steve Narverud, that:

**FARM LEASE**

THIS AGREEMENT, Made this ______ day of January, 2023, by and between City of Thief River Falls, hereafter "Landlord", and Pete C. Carlson, of the County of Pennington, State of Minnesota, hereafter "Tenant".

WITNESSETH, That Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto Tenant, and Tenant does hereby hire and take from Landlord, the following described premises situated in the County of Pennington, and State of Minnesota, viz:

The presently tillable acreage located in Government Lots Six (6) and Seven (7) and the East Half of the Southwest Quarter (E½SW¼) of Section Six (6), Township One Hundred Fifty-three (153) North of Range Forty-three (43) West of the Fifth Principal Meridian, containing approximately 134 acres be the same more or less, of which described premises Tenant hereby agrees to plow and put in crops not less than (not prescribed) acres each year during the continuance of this Lease.

To have and to hold, the above rented premises unto Tenant, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of three crop years from and after the 1st day of January, 2023 the term of this

Lease ending the 15th day of November, 2025.

And Tenant agrees to and with Landlord to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Ten Thousand Fifty Dollars and NO/100ths Dollars ($10,050.00), payable at Thief River Falls, Minnesota, in 3 installments with interest at the rate of 8.0 per cent on each installment after due, to-wit:

$10,050.00 on or before November 15, 2023;

$10,050.00 on or before November 15, 2024; and

$10,050.00 on or before November 15, 2025; and

1. And it is further agreed, by and between the parties as follows: That should Tenant fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case Landlord may re-enter and take possession of the above premises, and hold and enjoy the same without such re-entering working a forfeiture of the rent to be paid by Tenant for the full term of this Lease. That if Tenant remains in possession of said premises after the expiration of the term for which they are hereby Leased, such possession shall not be constructed to be a renewal of this Lease, but to be a tenancy at the will of Landlord, which may be terminated upon ten days' notice, given by the Landlord in writing either delivered to Tenant or sent to Tenant in a sealed envelope, duly stamped and directed to Tenant at: 15764 120th Ave. NE, Thief River Falls, MN 56701, which is hereby declared by said Tenant to be his usual Post-office address.

2. Tenant also covenants and agrees to and with Landlord not to assign this Lease or underlet the premises or any part thereof, without first obtaining the written consent of Landlord and that Tenant will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the Landlord, its successors or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Tenant also covenants and agrees to cultivate the Leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waster, and to protect the fruit and shade trees thereupon, and to cut no green trees and to commit no waste or damage on said premises and to suffer none to be done; and further agrees not to remove any straw or manure from said premises, but to spread upon said premises all manure made thereon.

3. Tenant is also to destroy all Russian thistles and other noxious weeds growing on said premises, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And Landlord or Landlord's agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

4. Landlord covenants that Tenant, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold, and enjoy the premises.

5. In the event of any rents due hereon being collected by suit, Tenant further agrees to pay all expenses which may be incurred thereby.

6. As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of Tenant in this Lease contained, Tenant does hereby grant a security interest to Landlord in all crops grown or growing on said premises during the term of this Lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of Tenant in paying said rent or in performing any of the covenants of this Lease, and at any time thereafter, Landlord shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and Landlord may require Tenant to assemble said property and make it available to Landlord at a place to be designated by Landlord that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling, and the like, shall include the reasonable attorneys' fees and legal expenses of Landlord.

7. Financing Statement. Lessee shall execute a financing statement for perfecting the security interest granted in this Lease upon request of Lessor.

8. Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

9. Farming Practices. Lessee shall be responsible for all input costs and shall provide all labor and machinery needed to farm the premises in a good and proper manner. Lessee shall apply fertilizer, pesticides, and herbicides as needed and shall remove rock as required for use of Lessee's machinery.

10. Plow Back. Lessee shall plow back the premises prior to termination of this Lease. Lessee shall plow the premises with chisel plowing twice. Should Lessee fail to plow back the premises, Lessor shall have the right to contract with a third party acceptable to Lessor, including Lessor, for the plowing. Lessee shall be responsible for the full cost of that plowing.

11. Farm Program. Lessee shall preserve the base acreage that presently exists on the premises. Lessee shall consult with Lessor concerning remaining with the government farm program and Lessee shall not remove the premises from the government farm program, if any, without Lessor's prior written consent. Lessee shall be entitled to all government farm program payments earned during the term of this Lease.

12. Communications. All notices and other communications of any nature required herein shall be in writing, mailed by certified mail, return receipt requested, to the last known address of the other party, to be effective on date of mailing. The address of each party, unless notified as required herein, is as follows:

LESSOR: LESSEE:

| | |
|---|---|
| City of Thief River Falls | Pete C. Carlson |
| P.O. Box 528 | 15764 120$^{th}$ Ave. NE |
| Thief River Falls, MN 56701 | Thief River Falls, MN 56701 |

13. Utilities. Should Lessee desire to use any utilities on the premises, if any, Lessee shall contact the rural electric supplier for such services and the utilities must be purchased in Lessee's name only, without any responsibility for payment by Lessor.

14. Indemnification. Lessee shall indemnify Lessor against any liability or loss of whatever nature incurred by Lessor as a result of Lessee's failure to perform any obligation required to be performed by Lessee hereunder, or from any accident that may occur in or about the premises, or from Lessee's failure to comply with any government authority. Lessor's right to indemnity hereunder shall arise notwithstanding that joint or concurrent liability may be imposed on Lessor by statute, ordinance, regulation, or other law. Lessee shall also indemnify Lessor against all costs, attorneys' fees, and other expenses arising out of such actions.

15. Building. Lessee shall not be entitled to the use of any buildings upon the premises.

16. Woodland. Lessor shall have access to the woodland, being approximately 11 acres, located in the southeast corner of the premises. Lessor intends to cut and to remove wood from the woodland. Access by Lessor shall not interfere with any growing crops.

17. Hunting Rights. Lessee shall have all hunting rights to the premises while this Lease is in effect. Lessee agrees to defend and hold Lessor harmless from any claims of any nature that may arise from use of the premises for hunting, as also set forth in paragraph 20.

Should Lessee need wildlife control to prevent crop damage, Lessee shall have the right to request permission from the Minnesota Department of Natural Resources, upon receiving written permission, Lessee may present that to Lessor to obtain rights to perform wildlife control to prevent crop damage.

18. Expansion. Should Lessor find it necessary, in its sole discretion, to expand its wastewater treatment facilities and appurtenances onto the above described premises, Lessor shall have the right to do so. Lessor shall notify Lessee on or before the first day of April in the year in which it desires to expand said facilities and appurtenances. The rent shall then be reduced in proportion to the amount of premises used by Lessor.

Lessor shall not be responsible to Lessee for any damages resulting for the expansion of its wastewater treatment facilities and appurtenances.

19. Lime Sludge. Lessor shall have the right to deposit lime sludge upon the premises covered by said Lease. The Lessor shall apply the lime sludge in such a manner to allow the Lessee to use his equipment on the premises. Lessee shall cultivate the lime into the soil.

Lessor shall have the right to deposit lime sludge upon the premises up to the time that Lessee starts seeding.

Lessee accepts the farm lease subject to Lessor's right to spread said lime sludge and does waive any type of action against Lessor.

20. Indemnification. Lessee shall indemnify Lessor against any liability or loss of whatever nature incurred by Lessor as a result of Lessee's failure to perform any obligation required to be performed by Lessee hereunder, or from any accident that may occur in or about the premises, or from Lessee's failure to comply with any government authority. Lessor's right to indemnity hereunder shall arise notwithstanding that joint or concurrent liability may be imposed on Lessor by statute, ordinance, regulation, or other law. Lessee shall also indemnify Lessor against all costs, attorneys' fees, and other expenses arising out of such actions.

21. Entire Agreement Invalidity. This Agreement sets forth the entire arrangement between the parties and there are no representations or warranties except as expressly set forth herein. No amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Should any clause or provision of this Agreement become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provision of this Agreement.

22. Titles and Headings. The titles and headings used herein are for convenience only and do not constitute any part of this Agreement.

23. Lessor will locate and flag any sanitary sewer manholes, water line gate valves, fire hydrants, and survey monuments. Lessee shall avoid those items and shall be responsible for cost of repair or replacement of those installations if they are damaged from his farming operations.

WHEREAS, Pete Carlson has rented 134 acres of farmland from the city for several years adjacent to the City's wastewater treatment ponds.

WHEREAS, The current lease expired on November 15, 2022. Pete Carlson wishes to continue to lease the property.

THEREFORE, BE IT RESOLVED Approve the renewal of a lease between the City of Thief River Falls and Pete Carlson, for farmland rental, until November 15, 2025 in Section 6, T.153N., R.43W.; and authorize the Mayor and City Administrator to execute the agreement.

On vote being taken, the resolution was unanimously passed.

<u>RESOLUTION NO. 09.213.23: Resolution declaring cost to be assessed and ordering preparation of assessment roll for the 2023 Street & Utilities Improvements Project</u>

Following discussion, Councilmember Steve Narverud introduced <u>Resolution No.</u>

09.213.23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, This project was bid, as a result of meetings with department heads, council committees, and according to items in the City's Capital Improvement Plan. It was awarded to Agassiz Asphalt in the amount of $1,262,015.40.

WHEREAS, The City of Thief River Falls assesses benefited property owners for these improvements.

WHEREAS, The total cost of the city share of the improvements is estimated to be $2,000,000.00. This project is funded through bonding. The amount to be assessed is estimated to be $590,000.00.

WHEREAS, Minnesota Statute Chapter 429 requirements apply.

THEREFORE, BE IT RESOLVED Declare the cost to be assessed for the 2023 Street & Utilities Improvements Project and order the preparation of the assessment roll. The estimated amount to be assessed is approximately $590,000.00.

RESOLUTION NO. 09.214.23: Resolution establishing a public hearing with regard to proposed assessments on the 2023 Street & Utilities Improvements Project

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 09.214.23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, Pursuant to Resolution No. 9-213-23, the City Administrator and Community Services Director were directed to prepare the proposed assessments of the 2023 Street and Utilities Improvements Project; and

WHEREAS, The City of Thief River Falls assesses benefited property owners for these improvements.

WHEREAS, The total cost of the improvements is estimated to be $2,000,000.00 This project will be funded through special assessments and bonding. The amount to be assessed is estimated to $590,000.00.

WHEREAS, Minnesota Statute Chapter 429 requirements apply.

THEREFORE, BE IT RESOLVED By the City Council of Thief River Falls, that:

1. A hearing shall be held on the 17th day of October, 2023 in the Council Chambers of City Hall at 5:30 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment; and
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and the City Administrator shall state in the notice the total cost of the improvement, The City Administrator shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing; and

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property to the City Administrator. No interest shall be charged if the entire assessment is paid by December 31st, 2023. You may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. If you decide not to prepay the assessment before the date given, interest will be applied.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.215.23: Approve One-Year Storm Water Utility Rate Increase (for 2024 calendar year)

Following discussion, Councilmember Steve Narverud introduced Resolution No. 09.215.23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The previous storm water utility rate was approved in Feb 2023 for the year 2023, and followed consistent incremental increases in 2021, 2022, and 2023. 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 rates.

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 Approve a one-year Storm Water Utility Rate Increase. The new rate proposal would be $6.50/month for residential properties, $15.50/acre x 2.5 x impervious area of property or for apartment buildings and commercial properties, and $15.50/acre x 1.5 x entire area of property for any properties that had previously been calculated with that method.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.216.23: Approve MNDOT Contract Agreement

Following discussion, Councilmember Mike Lorenson introduced Resolution No. 09.216.23, being seconded by Councilmember Scott Pream, that:

WHEREAS, The City of Thief River Falls previously funded a preliminary corridor study of this section of town to review potential improvement areas for future construction. Based on feedback from that study, it was recommended that a more detailed study be conducted to identify specific design improvements with participation of MNDOT, as well as the residents of Thief River Falls, MN.

WHEREAS, An additional agreement will be signed between the City of Thief River Falls and HDR Engineering. The contract with MNDOT to be authorized would place 90% financial responsibility on MNDOT, and the remaining 10%, to be paid by the City of Thief River Falls. The anticipated cost share to the city would be approximately $27,000. The estimated total cost of the contract with HDR engineering would be $269,781.60.

THEREFORE, BE IT RESOLVED Approve Contract agreement with Minnesota Department of Transportation, with a financial commitment with the City of Thief River Falls on execution of a contract with HDR engineering for a corridor study concerning and future improvements with roadway infrastructure on Trunk Highway #59 Corridor between 1st Street, south to 158th Street (city limits).

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.217.23: Approve HDR Contract Agreement

Following discussion, Councilmember Steve Narverud introduced Resolution No. 09.217.23, being seconded by Councilmember Michele McCraw, that:

WHEREAS, The City of Thief River Falls previously funded a preliminary corridor study of this section of town to review potential improvement areas for future construction. Based on feedback from that study, it was recommended that a more detailed study be conducted to identify specific design improvements with participation of MNDOT, as well as the residents of Thief River Falls, MN.

WHEREAS, An additional agreement will be signed between Minnesota Department of Transportation and the City that will place 90% financial responsibility on MNDOT, and the remaining 10%, to be paid by the City of Thief River Falls. The anticipated cost share to the city would be approximately $27,000. The estimated total cost of the contract with HDR engineering would be $269,781.60.

THEREFORE, BE IT RESOLVED Approve Contract agreement with HDR engineering to conduct a corridor study for future improvements with roadway infrastructure.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.218.23: Approve Public Works Purchase - Snow Wolf 33-100-PD 100" snowblower

Following discussion, Councilmember Scott Pream introduced Resolution No. 09.218.23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, The city operates a tractor-mounted snowblower used on non-previous areas that are not accessible to our large snow-go snowblower (alleys, boulevards, and multi-use trails). The previous snowblower is worn out from use, past the point of repair. The city needs to purchase a replacement snowblower for the tractor.

WHEREAS, The purchase agreement of $55,375.76 would be a budgeted 2024 street department capital investment and includes a 7% discount acquired from the State Bid Contract list.

THEREFORE, BE IT RESOLVED Approve the Public Works Committee recommendation to enter into a purchase agreement for a Snow Wolf 33-100-PD 100"

Snowblower, to ensure that the equipment is available for the upcoming winter snow management season.

On vote being taken, the resolution was unanimously passed.

State Ave Vacation Discussion

Councilmember Steve Narverud, moved to table the discussion for State Ave Vacation, being seconded by Councilmember Jason Aarestad.

On vote being taken, the discussion was tabled with Councilmember Anthony Bolduc voting Ney.

RESOLUTION NO. 09.219.23: Approve to fill Public Works Maintenance position

Following discussion, Councilmember Steve Narverud introduced Resolution No. 09.219.23, being seconded by Councilmember Scott Pream, that:

WHEREAS, A position has opened due to the resignation of Louis Brown, Forester. The department needs to fill the position to run efficiently.

WHEREAS, This position is budgeted.

THEREFORE, BE IT RESOLVED Approve and authorize to fill a vacant position of Public Works Maintenance. The position will first be opened to Teamster #320 Fire employees for 10 days and if not filled through the internal transfer process, the position will be opened to the public for filling.

On vote being taken, the resolution was unanimously passed.

Call for Second Reading of An Ordinance Creating Chapter 114 "Cannabis" And Section 114.01 "Use Of Cannabis In Public", In The City Code, And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Councilmember Anthony Bolduc motioned, being seconded by Councilmember Mike Lorenson to send back to Administrative Services Committee and Public Safety/Liquor Committee's.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.220.23: Approval of An Ordinance Creating Chapter 114 "Cannabis" And Section 114.01 "Use Of Cannabis In Public", In The City Code, And Adopting By Reference City Code Chapter 10, Which, Among Other Things, Contain Penalty Provisions.

Councilmember Anthony Bolduc motioned, being seconded by Councilmember Mike Lorenson to send back Resolution No. 09.220.23, to the Administrative Services Committee and the Public Safety/Liquor Committee.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.221.23: Approve the opening of a GIS Mapping Technician position

Following discussion, Councilmember Steve Narverud introduced Resolution No. 09.221.23, being seconded by Councilmember Anthony Bolduc, that:

WHEREAS, With the upcoming resignation of Norman Betland, GIS Mapping

Technician, effective September 29th, 2023, a GIS Mapping Technician will need to be hired to continue efficient operations of the Public Works department.

WHEREAS, This is a 2023 budgeted position.

THEREFORE, BE IT RESOLVED To approve the opening of a GIS Mapping Technician position. The position will be open to the Teamsters 320 union for 10 days and if it isn't filled, it will be posted to the public.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 09.222.23: Approval to Temporarily Pause SRO Services with Thief River Falls School District until Minnesota's School Discipline Laws are Resolved

Following discussion, Councilmember Jason Aarestad introduced Resolution No. 09.222.23, being seconded by Councilmember Scott Pream, that:

THEREFORE, BE IT RESOLVED to approve to temporarily pause SRO Services with Thief River Falls School District until Minnesota's School Discipline Laws are Resolved.

On vote being taken, the resolution was unanimously passed.

**COUNCIL BOARDS AND COMMISSIONS REPORTS**

- Wayne Johnson states it has been a rough start getting product. 200 meters in mobile parks - not reading currently/estimating. There is time to get these changed. We can not engineer for extremes. The meter needs to be reporting before closing stuff up.
- Councilmember Mike Lorenson expresses a thank you to Wayne Johnson to meet with Park Managers.
- Councilmember Steve Narverud mentions Leaf Pick up will start October 2nd - October 27th, boulevard pickup.
- Councilmember Mike Lorenson mentions there is a Special Public Utility Committee meeting on Friday, September 22nd at 7 am.
- Councilmember Steve Narverud mentions that the loss of SRO's in our school district is a horrible loss.
- Mayor Holmer will be gone Wednesday through Friday next week at the League of Minnesota Cities Board.

**UPCOMING MEETINGS**

- City Council Meeting - October 3rd at 5:30 p.m.
- Utilities Committee Meeting - October 9th at 7:00 a.m.
- Public Safety Liquor Committee Meeting - October 9th at 4:30 p.m.
- Administrative Services Committee Meeting - October 10th at 4:30 p.m.
- Public Works Committee Meeting - October 11th at 4:30 p.m.
- City Council Meeting - October 17th at 5:30 p.m.

## INFORMATIONAL ITEMS

- August 2023 Investment Summary

## ADJOURNMENT

There being no further discussion, Councilmember Mike Lorenson, being seconded by Councilmember Scott Pream to adjourn at 6:51 p.m. On vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: ______________________________
Angela Philipp, City Administrator