

**THIEF RIVER FALLS CITY COUNCIL
AGENDA
TUESDAY – AUGUST 21, 2018**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 3.5 PUBLIC HEARING – MIF AGREEMENT AMENDMENT**
- 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. Speakers are requested to come to the microphone, state their name and address for the record, and limit their remarks to five minutes. 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**
 - Certificate of Appreciation – Zehlians (page 3)
 - Splash Park Committee
- 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.*
 - 7.01 Approval of August 7, 2018 Council Proceedings (page 4-9)
 - 7.02 City of Thief River Falls Bills and Disbursements
 - 7.03 Approval of progression raise for Wade Wallace, Water Treatment Plant Operator (page 10-11)
 - 7.04 Approval of \$6,000 reimbursement of rent for Falls Nutrition (page 12-15)
 - 7.05 Approval of \$6,000 reimbursement of rent for New Earth Spiritual Healing Center (page 16-19)
 - 7.06 Approval of new squad car purchase (2019) from Thief River Ford (page 20-21)
 - 7.07 Approval of Temporary Intoxicating Liquor License at a City-owned facility for the American Legion (page 22-23)
 - 7.08 Approval of Making it Home Program contract with University of Minnesota Extension (page 24-27)

- 7.09 Resolution opposing the sale of strong beer, spirits, and wine in grocery and convenience stores (page 28-29)
- 7.10 Approval to renew Garret Reiersen land lease (page 30-36)
- 7.11 Approval of Change Order No. 3 with Winkelman Building Company, LLC for the Electric Department Facility construction (page 37-39)
- 7.12 Approval of purchase of 2018 Bobcat toolcat and attachments (page 40-43)
- 7.13 Approval of Greenwood Cemetery property transfer to TRF Veterans Memorial and option to purchase agreement (page 44-54)

8. NEW BUSINESS

- 8.01 Approve an extension to Minnesota Investment Fund Gant Agreement with Arctic Cat (page 55-57)
- 8.02 First reading of Ordinance amending Calendar Parking (page 58-59)
- 8.03 First reading of Ordinance to consider rezoning the JPK Enterprises, LLC property (page 60-67)
- 8.04 First reading of Ordinance amending City Code Chapter 150 entitled "building regulations" by adopting Minnesota State Fire Code appendix "k" relating to fires and barbeques on balconies or patios (page 68-69)
- 8.05 Approval to fill Apprentice Lineworker position (page 70-71)

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

- 10.01 City Council Meeting – September 4th at 5:30 p.m.
- 10.02 Utilities Committee Meeting – September 10th at 7:00 a.m.
- 10.03 Public Safety/Liquor Committee Meeting – September 10th at 4:30 p.m.
- 10.04 Administrative Services Committee Meeting – September 11th at 4:30 p.m.
- 10.05 Public Works Committee Meeting – September 12th at 4:30 p.m.
- 10.06 City Council Meeting – September 18th at 5:30 p.m.

11. ADJOURNMENT

CERTIFICATE OF APPRECIATION

We hereby present

Zehlians

*with this certificate acknowledging your dedication and service
to the City of Thief River Falls*



Awarded on this 21st day of August, 2018

Brian Holmer, Mayor

AUGUST 7, 2018

The City Council of Thief River Falls, Minnesota, met in regular session at 5:30 p.m. on August 7, 2018 at Pioneer Village. The following Councilmembers were present: Holmer, Howe, Aarestad, Narverud and Brown. Councilmembers Prudhomme and Sollom were absent. Mayor Holmer chaired the meeting.

APPROVAL OF AGENDA

Councilmember Howe motioned, being seconded by Councilmember Narverud, to approve the agenda with the addition of one item. On vote being taken, the motion was unanimously approved.

RESOLUTION NO. 8-172-18: APPROVAL OF COUNCIL PROCEEDINGS

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-172-18, being seconded by Councilmember Aarestad, that:

RESOLVED, by the City Council, to approve July 17, 2018 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-173-18: APPROVAL OF PAYMENT OF BILLS

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-173-18, being seconded by Councilmember Aarestad, that:

RESOLVED, by the City Council, to authorize payment of bills and disbursements in the total amount of \$2,521,740.89. A printout of the approved payments and disbursements is attached hereto and made a part hereof.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-174-18: APPROVAL OF REQUEST FOR PROPOSAL FOR EXCLUSIVE BEVERAGE CATEGORY SUPPLIER AGREEMENT

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-174-18, being seconded by Councilmember Aarestad, that:

WHEREAS, the existing beverage contract will end November 30, 2018.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the recommendation of the Administrative Services Committee to authorize the approval to send out request for proposal Exclusive Beverage Category Supplier Agreement.

On vote being taken, the resolution was unanimously passed.

**RESOLUTION NO. 8-175-18: APPROVAL OF EAGLES CLUB LIQUOR LICENSE
ADDENDUM**

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-175-18, being seconded by Councilmember Aarestad, that:

RESOLVED, by the City Council, to approve temporary extension of the Eagles Club On-Sale Intoxicating Liquor License to an outside fenced off designated area effective August 11, 2018 to August 19, 2018.

On vote being taken, the resolution was unanimously passed.

**RESOLUTION NO. 8-176-18: APPROVAL OF EMPLOYMENT OF SCOTT FOGARTY
AS A PART-TIME OFF-SALE CLERK**

A Request for Council Action was reviewed. Following discussion, Councilmember Brown introduced Resolution No. 8-176-18, being seconded by Councilmember Aarestad, that:

WHEREAS, the City Council had recently authorized that the Liquor Store fill the position of a part-time Off-Sale Clerk.

THEREFORE, BE IT RESOLVED, by the City Council, to approve the employment of Scott Fogarty as a part-time Off-Sale Clerk, effective August 8, 2018 pending successful completion of pre-employment requirements. Mr. Fogarty shall be placed at Step 2 of the Off-Sale Clerk salary schedule for an hourly wage of \$16.79 per hour.

On vote being taken, the resolution was unanimously passed.

**RESOLUTION NO. 8-177-18: APPROVAL OF EMPLOYMENT OF AMBER
GILBERTSON, CONCESSIONS COORDINATOR**

A Request for Council Action was reviewed. Following discussion, Councilmember Brown introduced Resolution No. 8-177-18, being seconded by Councilmember Howe, that:

WHEREAS, the City Council had recently authorized a full-time Concessions Coordinator position be filled.

THEREFORE, BE IT RESOLVED, by the City Council, to approve the employment of Amber Gilbertson, Concessions Coordinator, effective August 8, 2018, pending successful completion of pre-employment requirements. Ms. Gilbertson shall be placed at Step 3 of the Non-Union, Non-Exempt Grade Level 4 salary schedule for a wage of \$20.70 per hour.

On vote being taken, the resolution was unanimously passed.

**RESOLUTION NO. 8-178-18: APPROVAL TO PURCHASE 2006 FORD F-550 4X4
DUMP/PLOW/SPREADER TRUCK**

A Request for Council Action was reviewed. Following discussion, Councilmember Narverud introduced Resolution No. 8-178-18, being seconded by Councilmember Aarestad, that:

WHEREAS, the Public Works Department Park employees operate a fleet of vehicles for park maintenance, mowing, trimming, flower bed planting, miscellaneous hauling and snow plowing. A 1994 Ford ¾ ton pickup (Vin No. 1FTHF26H9RNBO06201) with a plow that originated as an Electric Department vehicle is in very poor condition and in need of replacement. It has been determined that a one ton truck with a dump body and snow plow would be the most universal and practical vehicle for these applications. The Budget Committee approved purchasing a new replacement truck in 2019, but advance purchasing would save costs because of the opportunity to purchase this specific vehicle; and

WHEREAS, Richfield Minnesota School District No. 280 currently has a 2006 F-550 4X4 diesel truck with an aluminum dump body, Boss v-plow and Hiniker stainless steel salt/sand spreader for sale. The truck was purchased new by the school district and only has 10,900 miles on it. They are changing their operation and no longer need this truck. Purchasing this truck now will save approximately \$25,000 and will serve the city very well for several years. The versatility of this truck will also add efficiencies to operations. Our city mechanic, John Houske, has had a conversation with the Richfield school district mechanic to review the truck history and service records. John is comfortable with the history and recommends the purchase.

BE IT RESOLVED, by the City Council, Approve the purchase of a 2006 Ford F-550 4X4 Dump/Plow/Spreader Truck from the Richfield, MN school district through Public Surplus in the amount of \$29,040.00 and declare an existing 1994 Ford ¾ ton 4X4 truck with plow as surplus property.

On vote being taken, the resolution was unanimously passed.

**RESOLUTION NO. 8-179-18: APPROVAL TO PURCHASE 2005 FORD F-650 TRUCK
WITH RUSH STEAM BOILER**

A Request for Council Action was reviewed. Following discussion, Councilmember Brown introduced Resolution No. 8-179-18, being seconded by Councilmember Narverud, that:

WHEREAS, the Public Works Department and Water Department share a truck mounted steam boiler for the purpose of locating water main breaks in frozen ground and to thaw frozen catch basins, storm sewers and culverts. The city's current boiler is inspected annually by our insurance company and has failed the inspection. The boiler will require substantial repairs, estimated at \$20,000, and be re-inspected prior to use. A discussion was held with the Budget Committee to plan for purchasing a replacement truck and boiler in 2019; and

WHEREAS, in the process of researching the cost of a replacement truck and boiler we encountered the 2005 Ford F-650 truck with Rush steam boiler online as an equipment auction item in Narrows, Virginia. This truck is very adequate for the needs we have and is a good value at \$53,250.00 (delivered). A new truck is estimated at \$200,000. Based on the authorization from the Budget Committee we have hired a certified boiler and mechanical company to inspect and fire the boiler. The recommendation to purchase is contingent upon a satisfactory inspection report.

THEREFOE, BE IT RESOLVED, by the City Council, to approve the purchase of a 2005 Ford F-650 truck with Rush steam boiler from ATE Sales in the amount of \$53,250.00 and declare the existing 1992 GMC truck with Steamer as surplus property.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-180-18: APPROVAL OF JOINT AGREEMENT WITH PENNINGTON COUNTY FOR IMPOUND LOT/DOG POUND

A Request for Council Action was reviewed. Following discussion, Councilmember Brown introduced Resolution No. 8-180-18, being seconded by Councilmember Howe, that:

WHEREAS, the City of Thief River Falls Police Department currently impounds vehicles at the Public Works building on Atlantic. Because of space limitations and conflicting uses, the Police Department has been exploring possible relocation of the impound lot and is recommending a joint facility with Pennington County at the Solid Waste Transfer Station. City/County staff and equipment would be used to grade and otherwise prepare the site with no out-of-pocket costs except for a new gate which cost would be jointly paid by the city and the county; and

BE IT RESOLVED, by the City Council, to accept the Public Works, Public Safety/Liquor and Budget Committees recommendation to authorize execution of an agreement with Pennington County to allow for the use of the solid waste transfer station as a joint vehicle impound lot (city and county) and to allow use of part of the office for a city dog pound.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-181-18: APPROVAL OF ORDINANCE NO. 113, 3RD SERIES, OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING 152.056, (C), (4), TO REDUCE THE REQUIRED CLEARANCE AROUND ALL ROOF EDGES FROM 5 FEET FOR A ROOF MOUNTED SYSTEM TO A REDUCED CLEARANCE AREA, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 152.998, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilmember Howe motioned, being seconded by Councilmember Brown, to call for the second reading amending city code chapter 152 entitled "zoning code" by amending 152.056, (c), (4), to reduce the required clearance around all roof edges from 5 feet for a roof mounted system to a re-

duced clearance area, and by adopting by reference city code chapter 10 and section 152.998, which, among other things, contain penalty provisions. The motion was unanimously carried. City Attorney Sparby read the proposed ordinance.

Councilmember Narverud introduced Resolution No. 8-181-18, being seconded by Councilmember Howe, that:

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 152.056, (C), (4) is hereby amended to read as follows:

- (4) **Coverage.** A roof mounted solar energy system's surface shall not exceed the greater of one-half the footprint of the principal structure or 600 square feet, whichever is greater. Solar energy systems must comply with the Minnesota State Building Code. Where solar panels are on opposing roof surfaces on residential structures, access pathways must be a minimum of five feet (5') wide.

Section 2. City Code Chapter 10 entitled "General Provisions" and Section 152.998 entitled "Violation" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

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

On vote being taken, the resolution was unanimously passed.

COUNCILMEMBER WARD 3 UPDATE

City Attorney Sparby reported that state law requires a resignation in writing be received before the City Council can fill a vacancy in the office. He stated that his office is seeking to obtain a written resignation from Councilmember Hagen.

UPCOMING MEETINGS/EVENTS

- Utilities Committee Meeting – August 13th at 7:00 a.m.
- Public Safety/Liquor Committee Meeting – August 13th at 4:30 p.m.
- Administrative Services Committee Meeting – August 14th at 4:30 p.m.
- Public Works Committee Meeting – August 15th at 4:30 p.m. at Public Works Building on Atlantic Avenue
- City Council Meeting – August 21st at 5:30 p.m.

ADJOURNMENT

There being no further discussion, Councilmember Howe moved, being seconded by Councilmember Brown to adjourn. On vote being taken, the Chair declared the motion unanimously carried.

Brian D. Holmer, Mayor

Attest: _____
Rodney Ottemess, City Administrator



City of Thief River Falls

#7.03

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

Request for Council Action

Date: August 21, 2018

Subject: Wade Wallace, Water Treatment Plant Operator, Progression Raise

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

Motion to: Accept a Public Utilities Committee recommendation and grant a progression raise for Wade Wallace, Water Treatment Plant Operator, to Step 3 of the Water Treatment Plant Operator salary schedule, for a new salary of \$19.61 effective August 21, 2018.

Background: Mr. Wallace has successfully completed one year of employment. He has not obtained his Class D Water Certificate, which he will take when the testing becomes available.

Financial Consideration: This is a budgeted progression raise.

Responsible Person: Wayne Johnson, Water Systems Superintendent

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.03

**RESOLUTION NO. : APPROVAL OF PROGRESSION RAISE FOR WADE WALLACE,
WATER TREATMENT PLANT OPERATOR**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, Mr. Wallace has successfully completed one year of employment. He has not obtained his Class D Water Certificate, which he will take when the testing becomes available.

THEREFORE, BE IT RESOLVED, by the City Council, to accept a Public Utilities Committee recommendation and grant a progression raise for Wade Wallace, Water Treatment Plant Operator, to Step 3 of the Water Treatment Plant Operator salary schedule, for a new salary of \$19.61 effective August 21, 2018.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Reimbursable Mortgage/Rent Program

RECOMMENDATION: it is respectfully requested the Council approve the recommendation of the Community Development Advisory Board

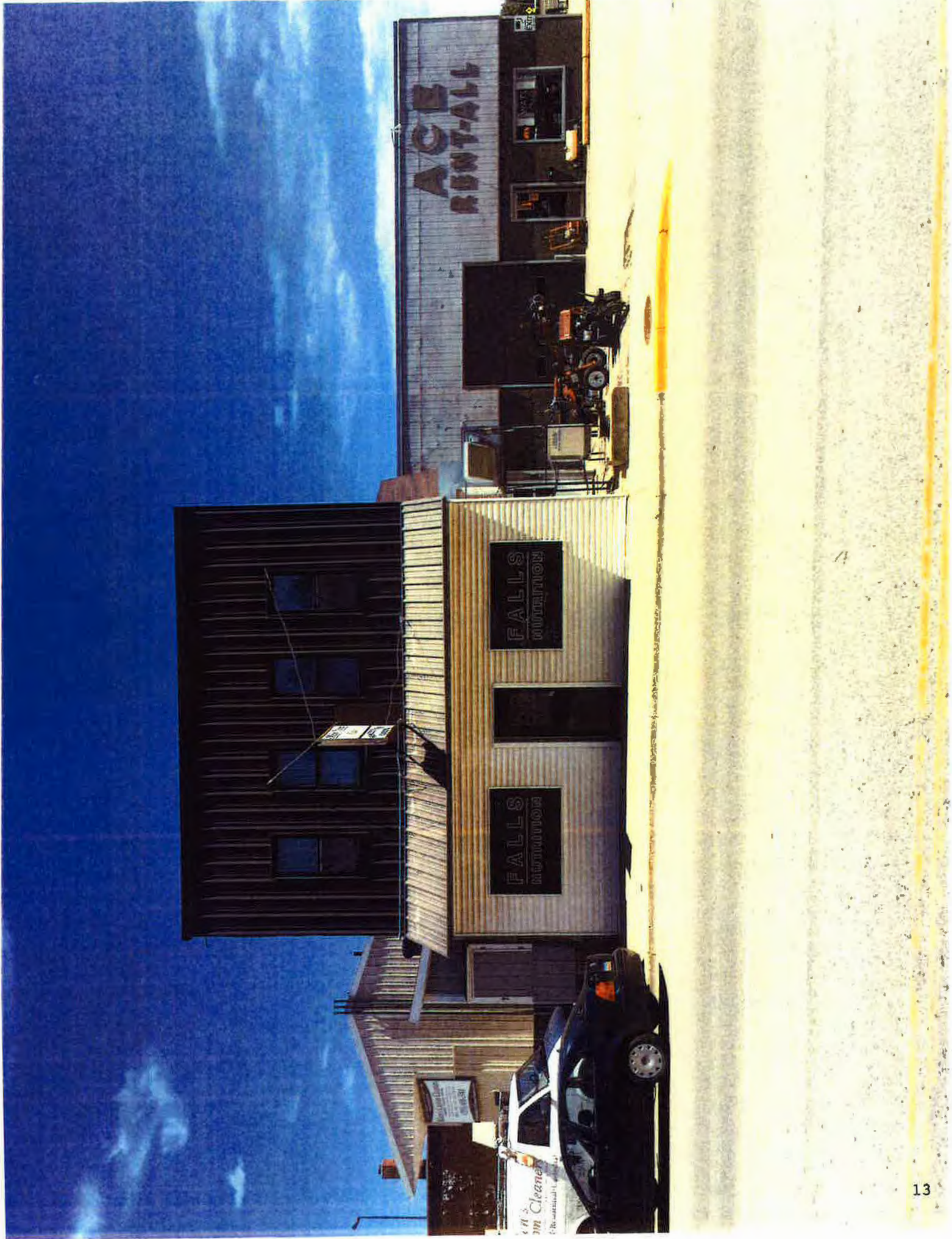
MOTION TO: to approve \$6000 reimbursement of rent for Falls Nutrition, 118 Main Ave. No.

BACKGROUND: the mortgage/rent reimbursement program reimburses actual mortgage/rent payments for new businesses in the Central Business District (C-3) up to a maximum of \$6000 after one year of operation. Falls Nutrition is owned and operated by Chase Greer. The business opened July 17, 2017 and the Community Development Advisory Board has reviewed the application for funding and recommends approval.

FINANCIAL CONSIDERATION: reimbursement is made from CDAB funds

LEGAL CONSIDERATION: program approved in August of 2017

DEPARTMENT/RESPONSIBLE PERSON: Rod Otterness, City Administrator



Level x ENERGY
 Herbalife Concentrate Tea
 1. Vanilla
 2. Green Tea
 3. Lemon
 4. Orange
 5. Raspberry
 6. Strawberry
 7. Blueberry
 8. Peach
 9. Apple
 10. Mango
 11. Pineapple
 12. Kiwi
 13. Lemon-Lime
 14. Orange-Lime
 15. Peach-Lime
 16. Apple-Lime
 17. Raspberry-Lime
 18. Strawberry-Lime
 19. Blueberry-Lime
 20. Peach-Lime
 21. Apple-Lime
 22. Raspberry-Lime
 23. Strawberry-Lime
 24. Blueberry-Lime

Vanilla
 1. French Vanilla
 2. Vanilla Cream
 3. Vanilla Caramel
 4. Vanilla Caramel Cream
 5. Vanilla Caramel Cream
 6. Vanilla Caramel Cream
 7. Vanilla Caramel Cream
 8. Vanilla Caramel Cream
 9. Vanilla Caramel Cream
 10. Vanilla Caramel Cream
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 18. Vanilla Caramel Cream
 19. Vanilla Caramel Cream
 20. Vanilla Caramel Cream
 21. Vanilla Caramel Cream
 22. Vanilla Caramel Cream
 23. Vanilla Caramel Cream
 24. Vanilla Caramel Cream

Smiles of Mouth
 58¢ Pound Cake
 59¢ Raspberry Cheesecake
 59¢ Raspberry Cheesecake

WELCOME TO FALLS NUTRITION

MAKE UP AND BE AWESOME!



**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.04

RESOLUTION NO. : APPROVAL OF \$6,000 REIMBURSEMENT OF RENT FOR FALLS NUTRITION

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the mortgage/rent reimbursement program reimburses actual mortgage/rent payments for new businesses in the Central Business District (C-3) up to a maximum of \$6000 after one year of operation. Falls Nutrition is owned and operated by Chase Greer. The business opened July 17, 2017 and the Community Development Advisory Board has reviewed the application for funding and recommends approval.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Community Development Advisory Board recommendation to approve \$6000 reimbursement of rent for Falls Nutrition, 118 Main Ave. No.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

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

#7.05

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

REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Reimbursable Mortgage/Rent Program

RECOMMENDATION: it is respectfully requested the Council approve the recommendation of the Community Development Advisory Board

MOTION TO: to approve \$6000 reimbursement of rent for New Earth Spiritual Healing Center, 105 East 3rd Street.

BACKGROUND: the mortgage/rent reimbursement program reimburses actual mortgage/rent payments for new businesses in the Central Business District (C-3) up to a maximum of \$6000 after one year of operation. New Earth Spiritual Healing Center is owned and operated by Mona Hilde. The business opened September 1, 2017 and the Community Development Advisory Board has reviewed the application for funding and recommends approval.

FINANCIAL CONSIDERATION: reimbursement is made from CDAB funds

LEGAL CONSIDERATION: program approved in August of 2017

DEPARTMENT/RESPONSIBLE PERSON: Rod Otterness, City Administrator





CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION

#7.05

RESOLUTION NO. : APPROVAL OF \$6,000 REIMBURSEMENT OF RENT FOR NEW EARTH SPIRITUAL HEALING CENTER

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the mortgage/rent reimbursement program reimburses actual mortgage/rent payments for new businesses in the Central Business District (C-3) up to a maximum of \$6000 after one year of operation. New Earth Spiritual Healing Center is owned and operated by Mona Hilde. The business opened September 1, 2017 and the Community Development Advisory Board has reviewed the application for funding and recommends approval.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Community Development Advisory Board recommendation to approve \$6000 reimbursement of rent for New Earth Spiritual Healing Center, 105 East 3rd Street.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___Holmer___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

#7.06

Dick Wittenberg, Chief of Police
Thief River Falls Police Department
102 1st St W • PO Box 413
Thief River Falls MN 56701-0528

PHONE: 218-681-6161
FAX: 218-683-7006
email: dwittenberg.trfpd@citytrf.net
www.citytrf.net

Request for Council Action

Date: August 21st, 2018

Agenda Item

Subject: New squad car purchase (2019)

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

Motion To: Accept the Public Safety Committee's recommendation to approve the purchase of a new 2019 Ford Interceptor-Utility AWD Police Package in accordance with the previously approved replacement schedule of one squad per year.

Key Issues: We have to submit our order earlier this year, due to the fact that the 2019 production line is going to be shut down to set up for the new 2020 Hybrid Police Interceptor.

Financial Consideration:

Option A: Nelson Ford bid in Fergus Falls, \$28,352.00

Option B: Thief River Ford bid (Specs exactly the same as above), \$ 28,291.00

Additional information: Applicable miscellaneous taxes and title fees must be added to the above costs upon sale and transfer. Delivery time will be on or after January 1, 2019.

Legal Consideration: None

Department/Responsible Person: Chief Dick A. Wittenberg

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.06

**RESOLUTION NO. : APPROVAL OF NEW SQUAD CAR PURCHASE (2019)
FROM THIEF RIVER FORD**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the following bids were received for the new squad car purchase:

Option A: Nelson Ford bid in Fergus Falls, \$28,352.00

Option B: Thief River Ford bid (Specs exactly the same as above), \$28,291.00

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Safety Committee’s recommendation to approve the purchase of a new 2019 Ford Interceptor-Utility AWD Police Package in accordance with the previously approved replacement schedule of one squad per year.

Presented at the August 7, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

CITY ADMINISTRATOR

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

#7.07

PHONE: 218-681-2943
FAX: 218-681-6223

www.citytrf.net

REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Temporary Intoxicating Liquor License at a City-owned Sports or Convention Facility

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

MOTION TO: approve a Temporary Intoxicating Liquor License at a City-owned Sports or Convention Facility for the American Legion at the Huck Olson Arena on September 15, 2018.

BACKGROUND: The American Legion will be catering liquor at a wedding dance at the Huck Olson Arena on September 15, 2018. They do not have a liquor caterer's license and need a temporary on-sale license in order to cater.

KEY ISSUES: A one day permit is not needed in order to cater liquor at the REA as long as they have a liquor caterer's license. The American Legion does not have a caterer's license so they need the City to sign off on the one day Temporary Liquor License for sale at a City-owned Sports or Convention Facility in order for them to cater liquor at the Huck. The applicant must be a current holder of an on-sale intoxicating liquor license by the City of Thief River Falls.

FINANCIAL CONSIDERATION: Cost of the permit is \$25

LEGAL CONSIDERATION: The American Legion will supply a certificate of insurance for liquor liability to the City.

DEPARTMENT/RESPONSIBLE PERSON: Jennifer Nelson/Deputy City Clerk

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.07

**RESOLUTION NO. : APPROVAL OF TEMPORARY INTOXICATING LIQUOR
LICENSE AT A CITY-OWNED FACILITY FOR THE AMERICAN LEGION**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the American Legion will be catering liquor at a wedding dance at the Huck Olson Arena on September 15, 2018. They do not have a liquor caterer’s license and need a temporary on-sale license in order to cater.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Safety/Liquor Committee recommendation to approve a Temporary Intoxicating Liquor License at a City-owned Sports or Convention Facility for the American Legion at the Huck Olson Arena on September 15, 2018.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

#7.08

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

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

REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Making it Home program

RECOMMENDATION: it is respectfully requested the Council approve the recommendation of the Administrative Services Committee

MOTION: to approve entering into a contract with the University of Minnesota Extension to implement the Making it Home Program at the cost of \$1750.

BACKGROUND: the city and its business partners have identified workforce recruitment as an important economic development goal. The Making it Home program creates a positive conversation about what our community offers newcomers and then mobilizes the community to create an action plan to recruit new residents.

FINANCIAL CONSIDERATION: the city will pay \$1750 for the program and invoice Jobs, Inc. and Pennington County which have each agreed to pay one-third of the cost.

LEGAL CONSIDERATION: N/A

DEPARTMENT/RESPONSIBLE PERSON: Rod Otterness, City Administrator

ATTACHMENT: contract with University of Minnesota Extension

UNIVERSITY OF MINNESOTA
EXTENSION

Program Agreement

Regents of the University of Minnesota through its Extension Center for Community Vitality (“University”) and City of Thief River Falls (“Customer”) hereby agree, as of the date of last signature (the “Effective Date”) that University shall deliver the following program, as defined below, on the terms set forth in this Program Agreement.

Program Description: Making it Home Program: community action planning for resident recruitment and retention

Times and Dates: various dates to be determined by steering committee

Location: City of Thief River Falls

Equipment, materials and services to be provided by Customer: Local Program Steering Committee & list of Study Circle Facilitators

Program Fee: \$1,750

Invoice Terms (e.g. in full installments, etc): Invoice sent upon completion of service

Invoice shall be sent to:

Contact Name (first and last name): Rodney Otterness, City Administrator

Address: City of Thief River Falls, 405 3rd Street East PO Box 528, Thief River Falls, MN 56701

Phone/Email: 218-681-2943, email: rotterness@citytrf.net

1. Program Services. University will conduct the Program. University shall select and approve all instructors and instructional materials for the Program. For no charge or fee to University, Sponsor shall provide University the exclusive use of mutually agreed upon space and equipment to set-up, conduct and conclude the Program.

2. Contract and Payment Terms. The term of this agreement shall commence on 7/20/2019 (“Effective Date”) and shall expire on 12/20/2018 unless terminated earlier providing 30 days written notice. University shall deliver to Customer an invoice for the Program Fee, and Customer shall pay to University the Program Fee within thirty (30) days of the delivery of the invoice.

3. Cancellation. A party to this Program Agreement (a “Party”) may cancel the Program and terminate this Program Agreement by delivering to the other Party a written notice of cancellation. Upon cancellation of the Program and termination of this Program Agreement, University shall not have an obligation to refund any portion of the paid Program Fee except in these circumstances: University shall refund to Customer the paid Program Fee within 30 days after cancellation if (a) Customer canceled the Program at least 30 days before the date of the Program; (b) Customer canceled the Program prior to

the date of the Program because an Event had occurred; or (c) University canceled the Program on or before the date of the Program. “Event” means the occurrence of an event outside of Customer’s control or responsibility that substantially prevents Customer from performing one or more of its material obligations under this Agreement.

4. Liability. Each Party shall be solely liable for its and its employees, agents and contractors’ acts and omissions.

A party shall not be liable under this program agreement for:

(A) Personal injury or property damages (except to the extent of the party’s intentional acts) OR

(B) Lost profits, lost business opportunity or any other reliance or expectancy, direct or indirect, special, incidental or consequential damages, of any kind.

A party’s maximum liability under this program agreement shall be one thousand dollars (\$1000), excluding customer’s liability to pay the program fee. This limitation applies to contract, tort, and all other claims of whatever nature.

UNIVERSITY OF MINNESOTA EXTENSION

5. **Disclaimers.** University disclaims and excludes all warranties, express and implied, concerning the goods and services provided under this program agreement, including, without limitation, implied warranties of non-infringement, of merchant ability and of fitness for a particular purpose.

6. **General Provisions.** University retains and shall hold all rights, title and interest in any works or other intellectual property prepared or generated in connection with the Program.

Customer shall not and shall not permit others to use University's name or marks and logos associated with University or state or imply University approval or endorsement of Customer or any good or service offered by Customer.

This Program Agreement represents the final and complete agreement of the Parties on the subject matter hereof; and this Program Agreement cancels, supersedes and revokes all prior oral or written negotiations, representations and agreements between the Parties relating to that subject matter.

An assignment or amendment to this Program Agreement shall be void and without legal effect, unless it is in writing and duly signed by both Parties.

The laws of state of Minnesota shall govern this Program Agreement. The state and federal courts in Hennepin County, Minnesota shall have exclusive jurisdiction on a suit brought under this Program Agreement.

The Parties are acting as independent contractors and independent employers under this Program Agreement. A Party shall not have any authority to act for or bind the other Party in any respect.

Accepted and Agreed:

University:

Regents of the University of Minnesota

By: _____
Name: Madonna Monette
Title: Finance Director
Date: _____

Customer:

City of Thief River Falls
By: _____
Name: Rodney Ottemess
Title: City Administrator
Date: _____

Mailing Address: 405 3rd Street East PO Box 528
City, State, Zip Code: Thief River Falls, MN 56701

Telephone No.: (218) 681-2943
Facsimile No.: _____
Email: rottemess@citytrf.net

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.08

**RESOLUTION NO. : APPROVAL OF MAKING IT HOME PROGRAM CONTRACT
WITH UNIVERSITY OF MINNESOTA EXTENSION**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the city and its business partners have identified workforce recruitment as an important economic development goal. The Making it Home program creates a positive conversation about what our community offers newcomers and then mobilizes the community to create an action plan to recruit new residents.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Administrative Services Committee recommendation to approve entering into a contract with the University of Minnesota Extension to implement the Making it Home Program at the cost of \$1750.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

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

#7.09

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

REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Resolution Opposing Sale of Alcohol in Grocery and Convenience Stores

RECOMMENDATION: it is respectfully requested the Council approve the recommendation of the Public Safety/Liquor Committee

MOTION: to adopt a resolution opposing the sale of alcohol in grocery and convenience stores.

BACKGROUND: the sale of strong beer, spirits, and wine has long been regulated to preserve public health and minimize public safety concerns. Allowing the sale of beer, spirits, and wine in grocery and convenience stores would increase the public health risk of youth access to alcohol including alcohol-related motor vehicle accidents among youth.

FINANCIAL CONSIDERATION: N/A

LEGAL CONSIDERATION: N/A

DEPARTMENT/RESPONSIBLE PERSON: Steve Olson, Liquor Store Manager, Rod Otterness, City Administrator

ATTACHMENT: resolution

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.09

RESOLUTION NO. : RESOLUTION OPPOSING THE SALE OF STRONG BEER, SPIRITS, AND WINE IN GROCERY AND CONVENIENCE STORES

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the sale of strong beer, spirits, and wine has long been regulated to preserve public health and minimize public safety concerns, and

WHEREAS, to promote public safety and public health, cities have an interest in preventing youth from obtaining alcohol, and

WHEREAS, increased alcohol availability is associated with increased alcohol related problems in both youth and the general public, and

WHEREAS, the public supports existing regulations controlling the sale of alcohol to minimize the risks associated with youth access to alcohol, and

WHEREAS, allowing the sale of beer, spirits, and wine in grocery and convenience stores would increase the public health risk of youth access to alcohol (*see Potential Health Effects of Expanding Liquor Licenses to Grocery and Convenience Stores, Kansas Health Impact Assessment Project, Kansas Health Institute KHI.ORG May, 2014*), and

WHEREAS, allowing the sale of beer, spirits, and wine in grocery and convenience stores would increase the public health risk of alcohol-related motor vehicle accidents among youth (*see Potential Health Effects of Expanding Liquor Licenses to Grocery and Convenience Stores, Kansas Health Impact Assessment Project, Kansas Health Institute KHI.ORG May, 2014*), and

WHEREAS, the public health risks of increasing youth access to alcohol and increased alcohol-related motor vehicle accidents among youth caused by the sale of strong beer, spirits, and wine in grocery and convenience stores are preventable, and

WHEREAS, the public health risks created by increasing youth access to alcohol and increased alcohol-related motor vehicle accidents among youth outweigh any convenience to the public of relaxing present regulations and allowing sale of strong beer, spirits, and wine in grocery and convenience stores.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Thief River Falls, Minnesota, hereby opposes the sale of strong beer, spirits, and wine in grocery and convenience stores.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud



City of Thief River Falls

DIRECTOR OF PUBLIC WORKS

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

#7.10

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborseth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: Garret Reiersen – Land Lease

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

Motion to: To approve the renewal of a lease between the City of Thief River Falls and Garret Reiersen for farm land rental until December 15, 2020 in Marshall County; and authorize the Mayor and City Administrator to execute the agreement.

BACKGROUND: Garret Reiersen has rented approximately 29 acres of farm land from the city for several years. This land is a part of the city owned gravel pit in New Solum Township of Marshall County.

KEY ISSUES: The current lease expired on December 15, 2017. Garret Reiersen wishes to continue to lease the property.

FINANCIAL CONSIDERATIONS: He shall pay a total of \$3,088.00 over the three-year period. Each year has a 3% increase.

LEGAL CONSIDERATION: None.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Public Works Director.

Encl: (1)

FARM LEASE AGREEMENT

THIS AGREEMENT, To be effective the 1st day of January, 2018, by and between City of Thief River Falls, a Minnesota Political Subdivision, hereinafter referred to as "Lessor", and Garret Reierson, hereinafter referred to as "Lessee", witnesseth:

1. PREMISES. Lessor hereby leases unto Lessee, and Lessee hereby hires from Lessor, the premises situated in the County of Marshall and State of Minnesota, described as follows:

That part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-six (26), Township One Hundred Fifty-five (155) North of Range Forty-four (44) West of the Fifth Principal Meridian as shown on Exhibit "A" attached hereto and made a part hereof.

2. TERM. This Lease is for three (3) crop years from and after the 1st day of January, 2018, and term ending on the 15th day of December, 2020, unless sooner terminated as hereinafter provided.

3. RENT. Lessee shall pay Lessor as rent for the premises for the full term of this Lease the sum of \$3,088.00, payable at City Hall, Thief River Falls, Minnesota, or as directed, in three (3) installments with interest at the rate of 8% percent on each installment after due, to wit:

\$999.00 on or before Nov. 15, 2018;
\$1,029.00 on or before Nov. 15, 2019; and
\$1,060.00 on or before Nov. 15, 2020.

4. USE. Lessee shall only use the premises for the purpose of growing crops. Any additional use of the premises shall require the written approval of Lessor.

5. LESSOR'S EXPENSES. Lessor agrees to furnish the premises, and to pay the items of expense listed below:

5.1. Real estate taxes and installments of special assessments.

6. LESSEE'S EXPENSES AND DUTIES. Lessee agrees to pay the items of expense and to perform the duties listed below:

6.1. All machinery, equipment, and labor necessary to farm the premises.

6.2. All seed, fertilizers, herbicides, pesticides, and other appropriate chemicals.

6.3. Farm the premises in a timely, thorough, and reasonable manner.

6.4. Prevent all unnecessary waste, loss, or damage to the premises.

7. PLOW BACK. Lessee shall plow back the premises prior to the termination of this

Lease. Lessee shall plow the premises by mold board plow or twice chisel plow. Should the 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 and Lessee shall be responsible for the full cost of that plowing.

8. FARM PROGRAM. Lessee shall preserve the base acreage that presently exists on the premises. Lessee shall consult with Lessor concerning remaining with any government farm program and Lessee shall not remove the premises from any government farm program without Lessor's prior written consent. Lessee shall be entitled to all government farm program payments earned during the term of this Lease, but shall resign those payments to the Lessor to be applied against rent.

9. LESSOR'S RIGHT OF ENTRY. Lessor reserves the right during the term of this Lease to enter upon the premises at any reasonable time for the purpose of inspection, consultation with Lessee, making repairs or improvements, posting notices, and for all other lawful purposes whatsoever.

10. SALE OF PREMISES. If Lessor sells the premises during the term of this Lease, the Lease shall continue in force.

11. DEFAULT. Lessee agrees that in the event Lessee should be in default of the performance of any of the terms, covenants, or conditions of this Lease, or have otherwise breached this Lease, Lessor shall have every remedy now or hereafter available at law or in equity.

12. 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 governmental authority. Lessor's right to indemnity hereunder shall arise notwithstanding that joint or concurrent regulation, or other law. Lessee shall also indemnify Lessor against all costs, attorneys fees, and other expenses arising out of such actions.

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

13. 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
P.O. Box 528
Thief River Falls, MN 56701

LESSEE
11003 220th St NE
Thief River Falls, MN 56701

14. ASSIGNMENT OR SUBLETTING. The Lessee shall not assign this Lease or sublet all or any portion of the premises without first securing the written approval of Lessor which written approval shall not be unreasonably withheld.

15. QUIET ENJOYMENT. Lessor warrants that it has full right to execute and perform this Lease and that Lessee, upon payment of the rents and other amounts due and the performance of all the terms, conditions, and covenants on Lessee's part to be observed and performed under this Lease, may peaceably and quietly enjoy the premises for the business uses permitted hereunder, subject to the terms and conditions of this Lease.

16. SURRENDER. Upon the expiration date or upon the earlier termination hereof, Lessee shall peaceably surrender the premises in good order.

17. HOLDING OVER. In the event Lessee remains in possession of the premises after the expiration of this Lease and without the execution of a new Lease, it shall be deemed to be occupying the premises as a Lessee from month to month, subject to all the conditions, provisions, and obligations of this Lease.

18. GENERAL.

18.1. The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties hereto being that of Lessor and Lessee.

18.2. No waiver of any covenant of this Lease or a breach of such covenant shall constitute a waiver of any other covenant or the continued breach of said covenant. No waiver of any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default if such default persists or is repeated.

18.3. 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.

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

18.5. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, The parties hereto have executed this Lease to be effective the day and year first above written.

CITY OF THIEF RIVER FALLS

Mayor

Garret Reierson

City Administrator

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

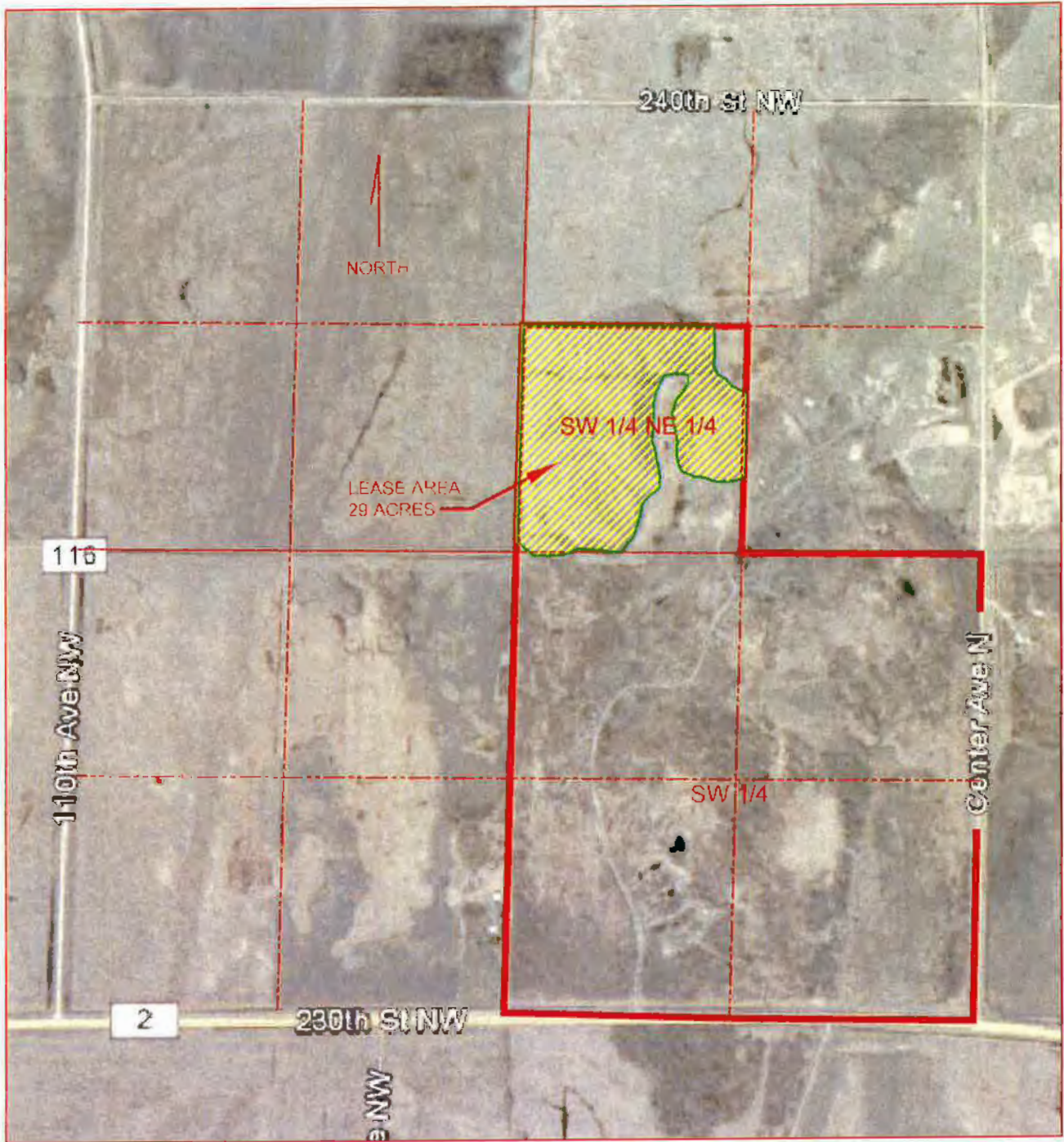
The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Brian D. Holmer, Mayor of Thief River Falls, Minnesota, and Rodney Otterness, City Administrator of Thief River Falls, Minnesota.

Notary Public

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Garret Reierson

Notary public



City of Thief River Falls
Garrett Reiersen Lease
Section 26 New Solum Township, Marshall County
29 Acres

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.10

RESOLUTION NO. : APPROVAL TO RENEW GARRET REIERSON LAND LEASE

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, Garret Reiersen has rented approximately 29 acres of farm land from the city for several years. This land is a part of the city owned gravel pit in New Solum Township of Marshall County.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve the renewal of a lease between the City of Thief River Falls and Garret Reiersen for farm land rental until December 15, 2020 in Marshall County; and authorize the Mayor and City Administrator to execute the agreement.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___Holmer___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

#7.11

DIRECTOR OF PUBLIC WORKS

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

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborseth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: Electric Department Facility – Change Order No. 3

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

Motion to: Approve Change Order No. 3 with Winkelman Building Company, LLC for the Electric Department Facility construction in the amount of \$8,361.23, and authorize the Public Works Director to execute the change order.

BACKGROUND: Digi-Key Electronics has purchased the former Electric Department facility and has constructed a new parking lot to support their existing business and current expansion. The Electric Department is currently functioning out of several locations on a temporary basis until a new facility can be completed. The city awarded the construction contract for this facility to Winkelman Building Company and the project is currently under construction.

The City Council appointed Mayor Brian Holmer, along with Councilmen Don Sollom and Steve Narverud to serve on the Building Committee.

KEY ISSUES: There are three components to this change order. The first item is to add a sidewalk to the southwest corner of the building from the front entrance with 4" insulation below, along with a revised location for the pedestrian curb ramp at a cost of \$1,449.00. The second item is to increase the water service from a 6" to 8" at a cost of \$518.78. The final item is to relocate the north entrance from the MnDot/County joint use facility to alongside their parking lot as opposed to on the inside edge of the parking lot as per their request at a cost of \$6,393.45. The total cost of the change order is \$8,316.23.

FINANCIAL CONSIDERATIONS: Outlined in Change Order.

LEGAL CONSIDERATION: None.

DEPARTMENT/RESPONSIBLE PERSON: Dale Narlock, Electric Superintendent and Mark Borseth, Public Works Director

Encl: (1)



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 0680C0971.001-Electrical Maintenance Facility
 1711 First Street West, Thief River Falls, MN 56701

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: January 17, 2018

CHANGE ORDER INFORMATION:
 Change Order Number: 003
 Date: August 13, 2018

OWNER: *(Name and address)*
 City of Thief River Falls
 405 Third Street East
 PO Box 528
 Thief River Falls, MN 56701-0528

ARCHITECT: *(Name and address)*
 Wisseth Smith Nolting
 315 5th Street NW
 Bemidji, MN 56601

CONTRACTOR: *(Name and address)*
 Winkelman Building Company, LLC
 340 Highway 10 South
 St. Cloud, MN 56304

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposal Request #6 -

Remove thickened edge concrete walk near the main building entrance and add thickened edge concrete walk along the west wall of the southwest corner of the building. Include 4" styrofoam under the new concrete walk along the southwest corner of the building.

Proposal Request #6 also includes revised location of the pedestrian curb ramp. **Total Add of \$1,449.00.**

Proposal Request #7 - Furnish and install 100 LF of 8" PVC water main pipe in lieu of 6". **Total Add of \$518.78.**

Proposal Request #8 - Shift the northwest access road approximately 30' to the west per revised civil drawing C05. Pricing to include credit to delete the 2" mill and overlay work per original site plan. **Total Add of \$6,393.45.**

The original Contract Sum was	\$ 3,850,000.00
The net change by previously authorized Change Orders	\$ 17,660.60
The Contract Sum prior to this Change Order was	\$ 3,867,660.60
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,361.23
The new Contract Sum including this Change Order will be	\$ 3,876,021.83

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wisseth Smith Nolting
ARCHITECT *(Firm name)*

Winkelman Building Company, LLC
CONTRACTOR *(Firm name)*

City of Thief River Falls
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Benji Hofstad, Project Manager

Ben Omann - Project Manager

Mark Borseth, Engineering Services
 Director

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

B-13-18

8/13/18

DATE

DATE

DATE

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User Notes:

(389ADA32)

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.11

RESOLUTION NO. : APPROVAL OF CHANGE ORDER NO. 3 WITH WINKELMAN BUILDING COMPANY , LLC FOR THE ELECTRIC DEPARTMENT FACILITY CONSTRUCTION

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, Digi-Key Electronics has purchased the former Electric Department facility and has constructed a new parking lot to support their existing business and current expansion. The Electric Department is currently functioning out of several locations on a temporary basis until a new facility can be completed. The city awarded the construction contract for this facility to Winkelman Building Company and the project is currently under construction; and

WHEREAS, there are three components to this change order. The first item is to add a sidewalk to the southwest corner of the building from the front entrance with 4" insulation below, along with a revised location for the pedestrian curb ramp at a cost of \$1,449.00. The second item is to increase the water service from a 6" to 8" at a cost of \$518.78. The final item is to relocate the north entrance from the MnDot/County joint use facility to alongside their parking lot as opposed to on the inside edge of the parking lot as per their request at a cost of \$6,393.45. The total cost of the change order is \$8,316.23.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve Change Order No. 3 with Winkelman Building Company, LLC for the Electric Department Facility construction in the amount of \$8,361.23, and authorize the Public Works Director to execute the change order.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

#7.12

DIRECTOR OF PUBLIC WORKS

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

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborseth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: Purchase of 2018 5600 Bobcat Toolcat and Attachments

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

Motion to: Approve the purchase of a 2018 5600 Bobcat Toolcat with attachments in the amount of \$62,065.21, less \$8,200.00 from the sale of surplus equipment and less \$3,450.00 trade in value for a 1973 Ford 3400 tractor and 10' Land Leveler for a final cost of \$50,415.21. This resolution also includes declaring the Ford tractor and land leveler as surplus property.

BACKGROUND: The Public Works Department Park employees complete snow removal on over 6 miles of sidewalks and trails as designated by the city council. This work has been completed with a Caterpillar skid steer and attachments. Snow removal at the arenas has been completed with the Electric Department skid steer with a bucket, blower and broom. These attachments are too large for the sidewalks and cause significant damage to the grass. The Electric Department has requested their skid steer now be permanently located at their new facility and will be able to utilize the large broom and blower as well.

KEY ISSUES: The Electric Department has offered the proceeds of \$8,200 from the sale of a surplus crane as compensation for the broom and blower for their skid steer. The Caterpillar skid steer currently being used for sidewalk snow removal has significant wear and would be better utilized at the arenas for sidewalk snow removal as it would get much less use there. The smaller attachments would also be better for the sidewalks there and cause less damage to the grass. Staff is recommending the Caterpillar be replaced with a Bobcat Toolcat with a broom, blower, bucket and forks. This equipment has better road speed and versatility, allowing it to be used year around with great efficiency.

FINANCIAL CONSIDERATIONS: Angie Philipp, Finance Director, has suggested purchasing the equipment now for use this snow season through an internal loan that will be repaid in January through the 2019 budget.

LEGAL CONSIDERATIONS: This purchase is through the Minnesota state bid process.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth – Public Works Director.

Encl: (1)



Bobcat

Product Quotation

Quotation Number: HMM-09943

Date: 2018-06-28 11:17:46

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF THIEF RIVER FALLS Attn: MARK BORSETH 405 THIRD ST EAST PO BOX 528 THIEF RIVER FALLS, MN 56701 Phone: (218) 681-8506 Fax: (218) 681-8507	Bobcat of Grand Forks, Grand Forks, ND 3903 GATEWAY DR GRAND FORKS ND 58203 Phone: (701) 772-5006 Fax: (701) 772-5014	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total	
Bobcat 5600	M1221	1	\$41,803.20	\$41,803.20	
Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics <ul style="list-style-type: none"> Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Deluxe Operator Canopy includes: <ul style="list-style-type: none"> Front Window, Rear Window , Front Wipers, and Electrical Power Port Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front Work Lights Full-time Four-Wheel Drive Horsepower Management <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level 1 Dome Light	Hydraulic Dump Box Instrumentation: <ul style="list-style-type: none"> Hour meter, Job Hours, Speedometer, Tachometer, Fuel Gauge, Engine Temperature Gauge, and Warning Lights Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Factory Installed Backup Alarm Turn Signals Flashers Tail Lights Brake Lights Rear View Mirror	Deluxe Road Package	M1221-P01-C01	1	\$1,857.60	\$1,857.60
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$3,891.20	\$3,891.20	
High Flow Package	M1221-R03-C02	1	\$1,388.80	\$1,388.80	
29 X 10.5 Trac Tire	M1221-R05-C04	1	\$436.80	\$436.80	
Heavy Duty Battery	M1221-R07-C02	1	\$77.60	\$77.60	
Attachment Control	M1221-R08-C02	1	\$188.80	\$188.80	
Power Bob-Tach	M1221-R12-C02	1	\$879.20	\$879.20	
Radio Option	M1221-R15-C02	1	\$426.40	\$426.40	
Traction Control	M1221-R16-C02	1	\$436.00	\$436.00	
	Side Mirrors Horn Lower Engine Guard Rear Work Lights Headlights				

	Engine Block Heater	M1221-A01-C02	1	\$104.00	\$104.00
Dealer Installed	Rotating Beacon	6815258	1	\$158.02	\$158.02
Attachments	68" Angle Broom	6905805	1	\$4,202.80	\$4,202.80
	4K Heavy Duty Pallet Fork Frame	7294305	1	\$304.76	\$304.76
	--- 48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$227.24	\$227.24
	68" Low Profile Bucket	6731418	1	\$1,020.00	\$1,020.00
	--- Bolt-On Cutting Edge, 68"	6718006	1	\$160.47	\$160.47
	SB200 Snowblower - 60" Width	M7001	1	\$3,396.44	\$3,396.44
	--- 9.6 Hyd Motor Package (25 - 31 gpm)	M7001-R01-C04	1	\$940.88	\$940.88

Total of Items Quoted	\$61,900.21
Dealer Assembly Charges	\$165.00
Quote Total - US dollars	\$62,065.21

Notes:

**Prices per the Minnesota Contract# E-110(5) Contract Period: 9/1/16 - 8/31/19*
**Must be a Coop Member to purchase off contract*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Destination within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.*
**TID# 38-0425350*
****ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE	DATED
PRINT NAME AND TITLE	PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.12

**RESOLUTION NO. : APPROVAL OF PURCHASE OF 2018 5600 BOBCAT TOOLCAT
AND ATTACHMENTS**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, the Public Works Department Park employees complete snow removal on over 6 miles of sidewalks and trails as designated by the city council. This work has been completed with a Caterpillar skid steer and attachments. Snow removal at the arenas has been completed with the Electric Department skid steer with a bucket, blower and broom. These attachments are too large for the sidewalks and cause significant damage to the grass. The Electric Department has requested their skid steer now be permanently located at their new facility and will be able to utilize the large broom and blower as well.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve the purchase of a 2018 5600 Bobcat Toolcat with attachments in the amount of \$62,065.21, less \$8,200.00 from the sale of surplus equipment and less \$3,450.00 trade in value for a 1973 Ford 3400 tractor and 10' Land Leveler for a final cost of \$50,415.21. This resolution also includes declaring the Ford tractor and land leveler as surplus property.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___Holmer___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

#7.13

DIRECTOR OF PUBLIC WORKS

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

PHONE: 218-681-8506

FAX: 218-681-8507

email: mborseth@citytrf.net

www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: Greenwood Cemetery – TRF Veterans Memorial

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

Motion to: Approve Greenwood Cemetery property transfer to TRF Veterans Memorial and Option to Purchase Agreement.

This property transfer facilitates the relocation of the existing memorial and makes available an area of similar square footage for future grave sites.

BACKGROUND: In the project development phase of the Greenwood Street Underpass the city worked with local veterans groups on a phase out plan of the existing Veterans Memorial at Greenwood Cemetery. This need was driven by the removal of the cemetery entrance at that time that was lined with American flags. After removal of the cemetery entrance the city also removed a cold storage building and relocated streets within the cemetery. The final project is now to relocate the Veterans Memorial to a more desirable location that was selected by the local veterans groups.

KEY ISSUES: The local veterans groups have formed a charitable organization named “TRF Veterans Memorial”. This group has selected a location for their new memorial on the south side of Greenwood Street at the west end of the cemetery near the walking trail parking lot. The city needs to transfer the property for this memorial so they may accept charitable donations and develop their new memorial. This group will be relocating their existing memorial, which will clear that space of similar area to plat approximately 800 new grave sites. The transfer includes an agreement for the city to purchase the property back should the property no longer be used by TRF Veterans Memorial.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATIONS: See agreement.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth – Public Works Director.

Encl: (2)

**AGREEMENT FOR
OPTION TO PURCHASE**

THIS AGREEMENT, Made and entered into this ____ day of August, 2018, by and between TRF Veterans Memorial, a non-profit corporation under the laws of the state of Minnesota (“Grantor”), and City of Thief River Falls, a Minnesota municipal corporation, (“Grantee”), WITNESSETH:

WHEREAS, Grantor is the owner of the real property located in Pennington County, Minnesota and described on the map attached here to as Exhibit “A”(the “Property”), and

WHEREAS, Grantor desires to grant Grantee an option to purchase the Property, or a portion thereof,

NOW, THEREFORE, In consideration of the conditions and covenants expressed herein, the parties hereto, their heirs, personal representatives, successors, assigns, agree as follows:

1. GRANT OF OPTION.

1.1. For valuable consideration by Grantee to Grantor, including the payment of One and no/100ths Dollars (\$1.00) by Grantee to Grantor (the “Option Price”), the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the right and option from the date hereof through the 1st day of September, 2068, to elect to purchase the Property upon the terms and conditions set forth in this Agreement.

1.2. This Option Agreement may be recorded by Grantor or Grantee.

2. EXERCISE OF OPTION. Should the Property no longer be used by Grantor as a veteran’s memorial Grantee shall have the option to exercise the Option to purchase on or before the expiration of the Option as set forth in paragraph 1.1 above, or any extension thereof, by either: (a) delivering to Grantor written notice of such exercise; or (b) mailing such notice by certified mail, return receipt requested, to Grantor at Grantor’s mailing address set forth in Paragraph 15 (“Option Notice”). In the event that an Option is not exercised on or before the expiration of Option, that Option shall there upon terminate without further action by Grantor or Grantee including, without limitation, without notice or other release or writing required to be placed of record. Upon such termination, all rights, duties, and obligations of all parties with respect to that Option shall cease and Grantee shall be entitled to return of the Option Price.

2.1. Third Party Offer. Should Grantor have a bona fide written offer to purchase the Property from a third party, Grantor shall notify Grantee of the bona fide written offer and Grantee shall have 45 days in which to exercise its Option for the Property subject to the bona fide written offer by delivering the Option Notice to Grantor. Grantor shall immediately deliver a copy of the bona fide written offer to Grantee upon request by Grantee. Should Grantee deliver the Option Notice, this sale shall close as called for upon the Option terms as set forth herein. Should Grantee not deliver the Option Notice, Grantor shall be free to sell the Property

subject to the bona fide written offer to the third party who delivered the bona fide written offer and Grantee shall be entitled to return of the Option Price. Should such third party bona fide offer fail to close, the Option herein shall remain in place.

3. PURCHASE PRICE AND PAYMENTS. The purchase price for the Property upon exercise of an Option shall be One and no/100 Dollars (\$1.00). The Purchase Price shall be payable at the closing in cash or by wire transfer of immediately available funds. The Option Price shall be applied against the Purchase Price.

4. CONTRACT FOR SALE. If an Option is exercised by Grantee, this Agreement and the provisions set forth herein shall constitute the contract of sale between Grantor and Grantee and the same shall survive the delivery of a deed to Grantee by the Grantor.

5. TITLE AND SURVEY. Grantor hereby agrees to the following upon exercise of an Option by the Grantee:

5.1. If required, Grantee shall cause a survey of the Property to be completed prior to the Closing Date, the surveyor to place stakes at all material points. Upon approval of said Survey by both Grantor and Grantee, the legal description developed by the Survey shall be attached hereto as Exhibit B and shall be the legal description for the Property. Neither party shall unreasonably withhold such approval, subject to the Option exercised.

5.2. Title to the Property transferred and conveyed to Grantee shall be of marketable title and clear of all liens, restrictions, covenants, conditions, and encumbrances, except Permitted Exceptions as hereinafter defined, and the conveyance of title to the Property shall be by warranty deed (the "Warranty Deed"), which Warranty Deed shall be subject only to the following (the "Permitted Exceptions"):

5.2.1. Applicable laws, ordinances, and regulations;

5.2.2. Reservation of any mineral or mineral rights previously reserved or excepted and currently of record; and

5.2.3. Utility and drainage easements and right of ways currently of record which do not interfere with Grantee's intended use of or improvements to the Property.

5.3. Grantor shall obtain, as soon as possible, but in no event later than 21 days from the date of the Option Notice, an abstract of title to the Property continued to date evidencing a fee simple title in Grantor, with exceptions being only the Permitted Exceptions. Grantor shall be responsible for the cost of the abstract.

5.4. If the aforesaid abstract shows that title is not in the condition required by Paragraph 5.2. hereof, Grantor shall take reasonable measures to remedy said defects. Grantor shall have 120 days (the "Cure Period") in which to remedy the defects of title. If Grantor fails to remedy such defects within such Cure Period, Grantee shall have the option, exercisable within ten days from the expiration of Grantor's Cure Period, by written notice to Grantor, to (a) accept

conveyance of title subject to such title defects, and proceed with the purchase of the Property, in which event the Warranty Deed will be accepted subject to any such defects, or (b) to terminate this Agreement and receive a refund of the Option Price paid by Grantee to Grantor. If Grantee fails to make such written election within such ten day period, Grantee shall be deemed to have elected option (b). If, however, the condition of title to the Property is not such as is required by Paragraph 5.2. hereof solely by reason of any mortgages, judgments, debts, security interests, or other liens or obligations which were not created or incurred by acts or omissions of Grantee, or those claimed by, through, or under Grantee, and the amount of each of which is readily ascertainable and the aggregate amount of which is less than the Purchase Price, the transaction contemplated here under shall be consummated by application of such portion of the Purchase Price as may be necessary to discharge such obligations of Grantor.

6. **CONDITIONS PRECEDENT.** Notwithstanding Grantee's exercise of the Option, Grantee's obligation to purchase the Property shall be, at Grantee's sole discretion, subject to and contingent upon the following:

6.1. Title to the Property shall be in accordance with the terms of Paragraph 5 of this Agreement;

6.2. Grantor shall have complied with and performed all terms and conditions of this Agreement required to be complied with or performed by Grantor; and

6.3. The results of any environmental investigation by the Grantee, at Grantee's cost, with respect to the Property shall be reasonably satisfactory to Grantee.

In the event the above conditions are not satisfied on or before the Closing Date in accordance with Paragraph 7 of this Agreement, then at the option of Grantee, Grantee shall have the right to elect to (a) declare the Option Notice null and void, in which case the Option Price shall be immediately refunded by Grantor to Grantee, or (b) waive such conditions and proceed to close the transaction on the date set for Closing in accordance with Paragraph 7 of this Agreement.

7. **DEED AND CLOSING.** Within 60 days after the date of Option Notice, extended by such time, if any, by the 120 day period provided in Paragraph 5 hereof as is necessary to cure defects, the purchase and sale contemplated herein shall be closed by Grantee paying to Grantor the Purchase Price and by Grantor executing and delivering to Grantee a recordable Warranty Deed with required certificates that conveys title in the manner required by Paragraph 5. The date of such payment and delivery shall be referred to herein as the "Closing Date". Grantee shall pay the costs of recording the deed and closing costs. Grantor shall pay the abstracting costs and search fees, Warranty Deed and certificate preparations, and deed tax. Each party shall pay their own attorneys' fees.

8. **POSSESSION OF PROPERTY.** Possession of the Property shall be delivered to Grantee on the Closing Date.

9. TAXES AND ASSESSMENTS. The real estate taxes and any installments of special assessments due and payable for years prior to the year of the Closing Date, if any, are the responsibility of Grantor. The real estate taxes payable for the year of Closing, including unpaid installments of special assessments, if any, shall be prorated to the Closing Date, with the necessary adjustments to be made at the time of closing. All installments of real estate taxes and special assessments payable for any years thereafter, if any, shall be paid by Grantee.

10. CONDEMNATION, DAMAGE, OR DESTRUCTION. If all or any part of the Property is condemned by someone other than Grantee after exercise of the Option by Grantee and prior to the Closing Date, Grantee shall have the option of terminating the Option and Grantee shall immediately receive a refund of the Option Price.

11. TERM. The term of this Agreement for each Phase is as set forth in paragraph 1 herein.

12. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of the Grantee and Grantor and their respective successors and assigns. Neither party shall assign its rights or obligations under this Agreement or assign, sell, convey, or transfer the Property except in compliance with this Agreement or with the prior, written consent of the other party.

13. NOTICE. All communications and notices 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 the date of mailing. The address of each party, unless otherwise notified as required herein, is as follows:

SELLER:

TRF Veterans Memorial
324 Brooks Avenue North
Thief River Falls, MN 56701

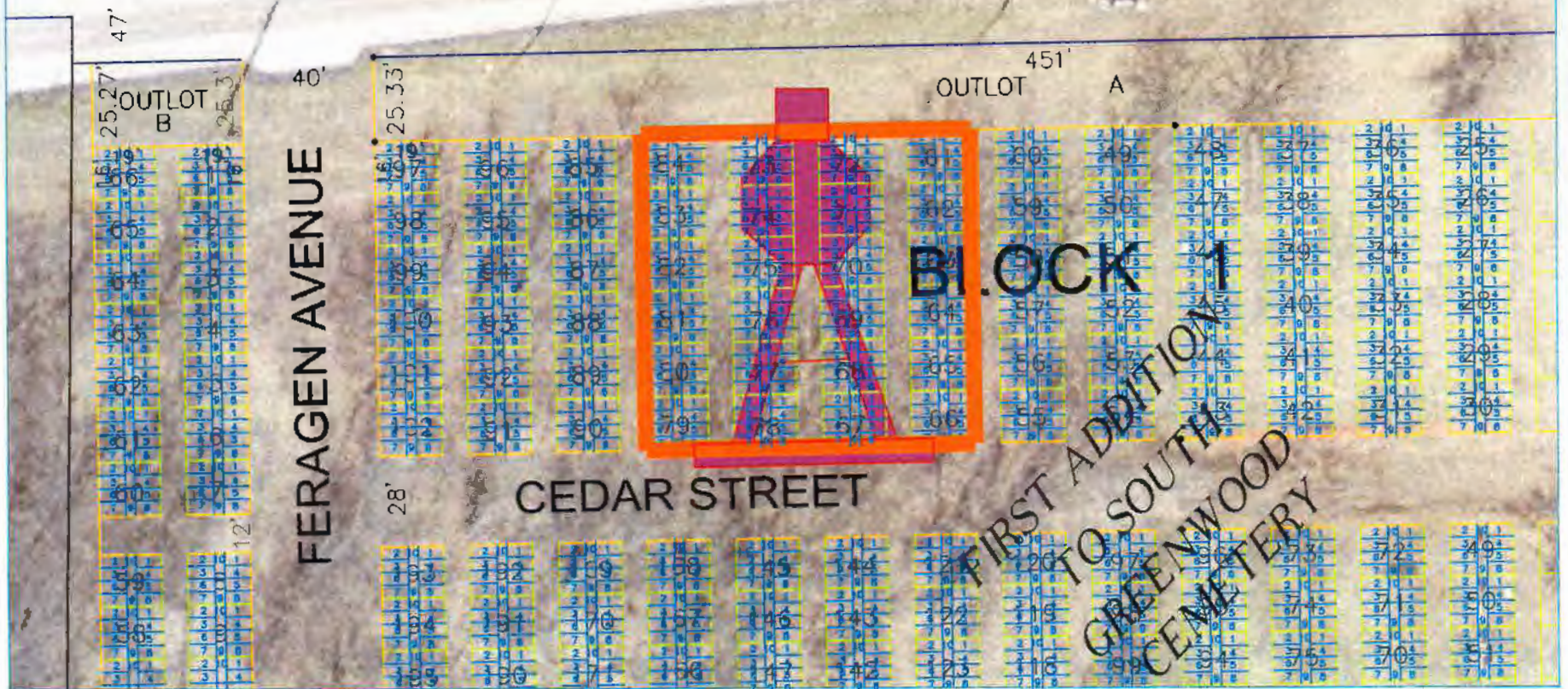
BUYER:

City of Thief River Falls
405 3rd St E
Thief River Falls, MN 56701

14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

15. ENTIRE AGREEMENT INVALIDITY . This Agreement set forth the entire agreement 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 provisions of this Agreement become invalid for any reason, such invalidity shall not result in the invalidity or unenforceability of any other clause or provisions of this Agreement.

GREENWOOD STREET



TRF Veteran's Memorial Property Acquisition

Legal Description

That part of Block 1, FIRST ADDITION TO SOUTH GREENWOOD CEMETERY to the City of Thief River Falls, Minnesota, according to the official plat of record in the office of the county recorder, in and for the County of Pennington, and the State of Minnesota, described as follows:

Beginning at the Northwest corner of Lot Lot 84; thence easterly along the north line of Block 1 100 feet to the northeast corner of Lot 61; thence southerly 96 feet to the southeast corner of Lot 66; thence westerly along the south line of Block 1 a distance of 100 feet to the southwest corner of Lot 79; thence 96 feet northerly 100 feet to the point of beginning.

The above described parcel contains 9,600 square feet.

"Exhibit A"

Quit Claim Deed

Municipal Corporation to Corporation

STATE DEED TAX HEREON: \$1.65

Dated: August _____, 2018.

FOR VALUABLE CONSIDERATION, City of Thief River Falls, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quit claims to TRF Veterans Memorial, a non-profit corporation under the laws of the State of Minnesota, real property in Pennington County, Minnesota, described as follows:

Lots Sixty-one (61) through Eighty-four (84) inclusive, Block One (1), First Addition to South Greenwood Cemetary;

together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of property is \$500.00 or less.

City of Thief River Falls

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF PENNINGTON)

The foregoing instrument was acknowledged before me this _____ day of August, 2018, by Brian Holmer and Rodney Otterness, being the Mayor and City Administrator of the City of Thief River Falls, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

(notary stamp or seal)

Notary Public

Tax statements for the real property described in this instrument should be sent to:

TRF Veterans Memorial
324 Brooks Avenue North
Thief River Falls, MN 56701





**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.13

**RESOLUTION NO. : APPROVAL OF GREENWOOD CEMETERY PROPERTY
TRANSFER TO TRF VETERANS MEMORIAL AND OPTION TO PURCHASE
AGREEMENT**

Presented as part of the Consent Agenda, Councilmember _____ introduced Resolution No., being seconded by Councilmember _____, that:

WHEREAS, In the project development phase of the Greenwood Street Underpass the city worked with local veterans groups on a phase out plan of the existing Veterans Memorial at Greenwood Cemetery. This need was driven by the removal of the cemetery entrance at that time that was lined with American flags. After removal of the cemetery entrance the city also removed a cold storage building and relocated streets within the cemetery. The final project is now to relocate the Veterans Memorial to a more desirable location that was selected by the local veterans groups; and

WHEREAS, the local veterans groups have formed a charitable organization named “TRF Veterans Memorial”. This group has selected a location for their new memorial on the south side of Greenwood Street at the west end of the cemetery near the walking trail parking lot. The city needs to transfer the property for this memorial so they may accept charitable donations and develop their new memorial. This group will be relocating their existing memorial, which will clear that space of similar area to plat approximately 800 new grave sites. The transfer includes an agreement for the city to purchase the property back should the property no longer be used by TRF Veterans Memorial.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve Greenwood Cemetery property transfer to TRF Veterans Memorial and Option to Purchase Agreement.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___ Holmer ___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud

Notes: _____



City of Thief River Falls

DIRECTOR OF PUBLIC WORKS

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

#8.01

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborseth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: MIF Agreement Amendment – Arctic Cat Expansion

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

Motion to: Approve an extension to Minnesota Investment Fund Grant Agreement #CDAP-15-0013-H-FY16 with Arctic Cat from August 1, 2018 until August 1, 2019 to allow additional time to meet the new jobs requirement.

BACKGROUND: The City of Thief River Falls applied to the Minnesota Department of Employment and Economic Development (DEED) and was awarded Grant #CDAP-15-0013-H-FY16 in the amount of \$850,000 to assist Arctic Cat in their plant expansion. This expansion included a building addition and new powder coat paint system.

KEY ISSUES: The grant included a requirement for 39 new full time employees in Thief River Falls in addition to the 985 existing positions at the time of application for a total of 1,024 full time employees by August 1, 2018. Arctic Cat has gone through significant changes with the acquisition by Textron in 2017, which included moving employees around their three locations in Minnesota. They are currently trying to hire approximately 100 new employees in Thief River Falls through an employment agency. After two months of employment they transfer to being qualifying employees of Arctic Cat. They are confident that they will be able to meet the jobs requirement prior to the extended deadline of August 1, 2019.

FINANCIAL CONSIDERATIONS: Arctic Cat is subject to repay a portion of the grant, prorated per job, if the requirements are not met.

LEGAL CONSIDERATION: Subject to legal review.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Public Works Director

Encl. (1)

Notice of Public Hearing

Notice is hereby given that on August 21, 2018 at 5:30 P.M. at City Hall, 405 Third Street East, Thief River Falls, Minnesota that the City of Thief River Falls will hold a public hearing concerning an extension to the completion date to Grant #CDAP-15-0013-H-FY16 with the Minnesota Department of Employment and Economic Development for a grant with Arctic Cat, Inc. under the Minnesota Investment Fund (MIF) program.

The City of Thief River Falls is considering an extension to the completion date from August 1, 2018 to August 1, 2019 to allow additional time to complete the jobs requirement.

All interested parties are invited to attend the public hearing at which time you will be given the opportunity to express comments on the project.

Written testimony will also be accepted at the public hearing. Written comments must be received by August 20, 2018 at the office of the City Administrator, 405 Third Street East, Thief River Falls, Minnesota 56701. Specific questions can be directed to Rodney Otterness at 218-681-2943.

The City of Thief River Falls makes reasonable accommodation for any known disability and to meet the needs of non-English speaking residents that may interfere with a person's ability to participate in this public hearing. Persons needing an accommodation must notify Rodney Otterness at 218-681-2943 no later than August 20, 2018 to allow adequate time to make needed arrangements.

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.01

RESOLUTION NO. : RESOLUTION AUTHORIZING AN AMENDMENT TO THE GRANT CONTRACT DATED OCTOBER 12, 2015 BETWEEN THE CITY OF THIEF RIVER FALLS AND THE STATE OF MINNESOTA ACTING THROUGH THE DEPARTMENT OF EMPLOYMENT AND ECONMIC DEVELOPMENT FOR THE PROJECT ENTITLED ARCTIC CAT, INC

A Request for Council Action was reviewed. Following discussion, Councilmember ____ introduced Resolution No. , being seconded by Councilmember ____, that:

BE IT RESOLVED that the City of Thief River Falls acted as the legal sponsor for the project contained in the Minnesota Investment Fund Program for the project entitled Arctic Cat, Inc.

BE IT FURTHER RESOLVED that The City of Thief River Falls has the legal authority to amend the Grant Contract dated October 12, 2015 between the City of Thief River Falls and the State of Minnesota acting through the Department of Employment and Economic Development.

BE IT FURTHER RESOLVED that The City of Thief River Falls has held a public hearing for the purpose of accepting comments for the purpose to amend the Grant Contract in compliance with the Minnesota Business Subsidy Law to extend the term of the Grant Contract.

BE IT FURTHER RESOLVED that The City of Thief River Falls has held a public hearing for the purpose of accepting comments for the purpose to amend the Loan Agreement between the City of Thief River Falls and Arctic Cat, Inc.

BE IT FURTHER RESOLVED that the City Council of Thief River Falls authorizes to execute an amendment to the Grant Contract dated October 12, 2015 between the City of Thief River Falls and the State of Minnesota acting through the Department of Employment and Economic Development.

BE IT FURTHER RESOLVED that the City Council of Thief River Falls authorizes to execute an amendment to the Loan Agreement between the City of Thief River Falls and Arctic Cat, Inc.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Administrator, or their successors in office, are hereby authorized to execute the amendments, thereto, as are necessary to implement the project on behalf of the City of Thief River Falls.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___Holmer___ Howe ___ Sollom ___ Hagen ___ Brown ___ Prudhomme ___ Aarestad ___ Narverud



City of Thief River Falls

DIRECTOR OF PUBLIC WORKS

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

#8.02

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborseth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: Ordinance Amendment – Calendar Parking

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

Motion to: Call for first Reading to consider approval of Ordinance No. xxx to approve amending 72.08 CALENDAR PARKING as follows:

The proposed amendment changes the date of calendar parking for streets and avenues between November 15 and March 15 of the following year to October 15 and March 15 of the following year. It also changes the time from between the hours of 6:00 a.m. and 9:00 a.m. to between the hours of 5:00 a.m. and 8:00 a.m.

The proposed amendment also establishes a parking restriction on all streets and avenues in the central business district between the hours of 1:00 a.m. and 8:00 a.m. every day all year around, defined as the area bordered by Fourth Street on the north, Knight Avenue on the west, First Street on the south, and the Canadian Pacific Railroad on the east (including LaBree Avenue east of the former hospital emergency entrance).

BACKGROUND: The city has a snow removal policy to direct how and when staff remove snow from streets, parking lots, sidewalk and trails. The city also establishes and enforces calendar parking to clear streets and parking lots of cars to facilitate the ability to remove the snow.

KEY ISSUES: The city has found that in the fall there are often cars, boats and campers parked for extended periods of time that hinder leaf-vac operations. Moving the calendar parking start date up from November 15th to October 15th will allow crews to complete this work more effectively. This will also help with early snow event clean-up. Changing the calendar parking from between the hours of 6:00 a.m. and 9:00 a.m. to between the hours of 5:00 a.m. and 8:00 a.m. will allow crews to finish plowing earlier to benefit the traveling public. The recent addition of more snow removal equipment will have the priority 1 snow plowing done by 5:00 a.m. in time to start priority 2 plowing. The addition of parking restrictions in the central business district will allow a thorough job to be done each time it snows in the winter months and allow for street sweeping and painting in the summer months.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATION: An ordinance amendment typically receives two readings.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Public Works Director.

Encl: (2)

§ 72.08 CALENDAR PARKING.

(A) **STREETS AND AVENUES.** It is a petty misdemeanor for any person to park or leave standing, between October 15 and March 15 of the following year, any motor vehicle on any street designated as an "avenue" between 5:00 a.m. and 8:00 a.m. on Mondays, Wednesdays, and Fridays, or on any designated street, road, boulevard, circle, court, cul-de-sac, drive, or lane between the hours of 5:00 a.m. and 8:00 a.m. on Tuesdays, Thursdays, and Saturdays.

(B) **PARKING LOTS.** It is a petty misdemeanor for any person to park or leave standing, between November 15 and March 15 of the following year, any motor vehicle in City parking lots identified as parking lot west of LaBree Avenue and north of First Street, west half of parking lot located between Second Street and Third Street west of Knight Avenue, and the west half of the parking lot located between LaBree Avenue and Horace Avenue north of Fourth Street between the hours of midnight and 6:00 a.m. on Mondays, Wednesday, and Fridays, or in City parking lots identified as parking lot east of LaBree Avenue and from Second Street to 150 feet south of Second Street, east half of the parking lot between Second Street and Third Street west of Knight Avenue, and the east half of the parking lot between LaBree Avenue and Horace Avenue north of Fourth Street between the hours of midnight and 6:00 a.m. on Tuesdays, Thursdays, and Saturdays

(C) **CENTRAL BUSINESS DISTRICT STREETS AND AVENUES.** It is a petty misdemeanor for any person to park or leave standing year around, any motor vehicle on any street or avenue in the Central Business District between 1:00 a.m. and 8:00 a.m. on any day. This area is bordered by Fourth Street on the north, Knight Avenue on the west, First Street on the south, and the Canadian Pacific Railroad on the east (including LaBree Avenue east to the former hospital emergency entrance).



City of Thief River Falls

DIRECTOR OF PUBLIC WORKS

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

#8.03

PHONE: 218-681-8506
FAX: 218-681-8507
email: mborscth@citytrf.net
www.citytrf.net

Request for Council Action

DATE: August 21, 2018

SUBJECT: JPK Enterprises, LLC Property – Rezoning

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

Motion to: Call for First Reading of Ordinance No. xxx to consider rezoning the JPK Enterprises, LLC property, legally described as Lots 2, 3, and the North 80 feet of Lot 4, Block 1, Millyard Subdivision to Thief River Falls, Minnesota, from General Industrial District (I-2) to General Business District (C-2).

BACKGROUND: The JPK Enterprises, LLC property described above was platted as a part of Millyard Subdivision in 1986. The property had been zoned industrial as with the majority of the properties along the railroad. These properties historically used rail service as a part of their business, but that is no longer the case. The use of this property was for coal storage and warehouse that eventually was transitioned into a contractor yard and office.

KEY ISSUES: The owner of JPK Enterprises, LLC, John Kertz, would like to build a strip mall on the property. He has requested the property be rezoned to General Business District (C-2) for the proposed use and to be consistent with the adjacent Pennington Square and Hugo's properties. The current industrial zoning has a greater combination of front and rear yard setback than the total depth of the property, rendering it unbuildable. The transition of zoning along the railroad from industrial to business has been taking place over the past several years to facilitate redevelopment.

FINANCIAL CONSIDERATIONS: The cost for rezoning will be the responsibility of the developer.

LEGAL CONSIDERATION: The ordinance change requires a public hearing and neighborhood notification, which has been completed, and receives two readings. This rezoning is consistent with the adjacent zoning, but not consistent with the Comprehensive Plan and will also require an amendment.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Public Works Director

Encl: (5)

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

Notice is hereby given, pursuant to Chapter 152 of the Thief River Falls City Code, that JPK Enterprises LLC, 216 Pennington Avenue South, Thief River Falls, MN 56701 has submitted a request to re-zone certain real property from General Industrial District (I-2) to General Business District (C-2). The property is legally described as follows:

Lots 2, 3, and the North 80 feet of Lot 4, Block 1, Millyard Subdivision to Thief River Falls, Minnesota

Notice is further given that the Planning Commission will conduct a Hearing on the Re-Zoning Request at 5:00 P.M. on Tuesday, August 14, 2018, in the City Council Chambers, City Hall, 405 Third Street East, Thief River Falls, MN 56701. All persons wishing to comment on the Re-Zoning Request will have the option to be heard at this time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the Public Works Director, City Hall, P.O. Box 528, Thief River Falls, MN 56701, or telephone 218-681-8506.

If you have a disability and need an accommodation in order to attend this Hearing, please contact the undersigned as soon as possible or at least 3 working days in advance of the Hearing at the above telephone number.

Dated this 27th day of July, 2018.

CITY OF THIEF RIVER FALLS

Mark Borseth
Public Works Director
& Zoning Administrator

Published in the Wednesday, August 1, 2018, edition of The Times.



Application To Planning Commission/BOZA

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

<input checked="" type="checkbox"/> REZONING (Fee \$150.00)		<input type="checkbox"/> APPEALS (Fee \$50.00)	
<input type="checkbox"/> VARIANCE (Fee \$150.00)			
<input type="checkbox"/> LAND SUBDIVISION (Fee \$300.00)			
<input type="checkbox"/> CONDITIONAL USE PERMIT (Fee \$150.00)			
Applicant			
Name		Phone #	
JOHN KERTZ		218-689-8316	
Address	City	State	Zip
325 MAPLE AVE N	THIEF RIVER FALLS	MN	56701
Property Owner (if different from Applicant)			
Name		Phone #	
JPK ENTERPRISES, LLC		218-689-8316	
Address	City	State	Zip
325 MAPLE AVE N	THIEF RIVER FALLS	MN	56701
Approximate Location of Property			
Address		Legal Description	
216 PENNINGTON AVE		MILLYARD SUBDIVISION LOTS 2, 3 & NORTH 80' OF LOT 4	
Present Zoning Classification		Present Use	
INDUSTRIAL		STORAGE YARD	
Description of Request			
REZONE PROPERTY TO C-2			

Property Owner Signature (required)		Date
		7.25.18
Applicant Signature		Date
		7.25.18
Review (For office use only)		
Date of Publication	Date on Planning Commission Agenda	
Action Taken By Commission:		
Action Taken By City Council:		
City Council Resolution / Ordinance Number		
Fee Paid		

CHECKLIST FOR REZONING REQUESTS

1. **Applicant (Name/Address/Tel:** JPK Enterprises, LLC, 325 Maple Avenue North, Thief River Falls, MN 56701. 218-689-8316.
2. **General location of the request:** 216 Pennington Avenue.
3. **Proposed use and/or zoning:** The owner is Requesting that the zoning be amended from General Industrial District (I-2) to General Business District (C-2) to allow for the construction of a commercial facility.
4. **Dimension of the request:** **Frontage -** 290' **Depth -** 97.6'
5. **Area of property in request:** **Sq. Feet -** 28,304 **Acres –** 0.65
6. **Existing characteristics:** **Zoning -** Industrial **Use:** Commercial

 Conforming - No **Non-Conforming -** Yes
7. **Adjacent land use:** The existing property is office rental space and former construction yard. The location borders Canadian Pacific Railroad and single family housing to the east, Pennington Square convenience store to the north, GCR tire warehouse to the south and Hugo's grocery store to the west.
8. **Adjacent zoning districts:** The location borders General Residential District (R-2) to the east, General Business District (C-2) to the north and west, and General Industrial District (I-2) to the south.
9. **Are Wetlands or Shorelands impacted by this request?** No.
9. **Characteristics of soils:** According to the "Pennington County Soil Survey," soils are predominately Reiner Fine Sandy Loam. The Reiner series consists of moderately well drained, soils on slightly convex rises on glacial lake plains. Slopes range from 0-3%.
11. **Has an adequate site plan been provided?** Yes – copy attached.
12. **What provisions have/can be made for utilities, drainage and adequate easements?** Utilities are in-place to serve the property.
13. **Is the proposed rezoning consistent with the Comprehensive Plan?** No. This action would require an amendment to the Comprehensive Plan.
14. **Have other pertinent segments of the Comprehensive Plan been considered?** N/A
15. **Is the area platted?** Yes.

 If so, will the existing lots conform to the requested district? Yes
16. **If the area is to be residential:** NA

- A. What is the holding capacity?**
- B. Street access?**
- C. Has a subdivision plan been submitted?**

17. If the request is for a commercial use: Yes

- A. Is there an economic need? Yes**
- B. Is there a provision for adequate screening? Yes**
- C. What is the traffic situation?** Access for this property is from Pennington Avenue. This street is constructed to handle significant traffic, but access should be limited to one location as currently served.
- D. What is the distance to schools?** 1.10 miles to Lincoln High School, 2.15 miles to Franklin Middle School and 2.30 to Challenger Elementary School.

18. If the request is for industrial: N/A

- A. Is the area readily accessible to major thoroughfares?**
- B. Is it served by a railroad?**
- C. Is it suitably separated from a residential area?**

19. Comments: This rezoning is to facilitate the construction of a strip mall and will help revitalize a former industrial area.

See RCA, Notice of Hearing, Zoning Map and Comprehensive Plan Map.

CRITERIA FOR GRANTING ZONING AMENDMENTS

In granting a request for a rezoning, the City Council shall consider the effect of the proposed zoning amendment upon the health, safety, morals, and general welfare of occupants of surrounding lands. Among other things, the City Council shall make the following findings where applicable:

1. That the rezoning conforms to the Comprehensive Plan for the City, as well as, present land uses.
2. That the rezoning will not impede the normal and orderly development and improvement of surrounding property for uses predominant in the area.
3. That the rezoning will not adversely affect property values of adjacent landowners.
4. That the rezoning will not impose other undue hardship on adjacent landowners such as noise, electrical display signs, odors, or other nuisances.
5. That necessary utilities be available to serve the use intended.
6. That additional public services needed by the rezoning be considered.
7. That alternate areas previously zoned for the intended use be considered.
8. That there is a public need for the proposed land use.

C-3

C-4

R-2

C-2

C-2

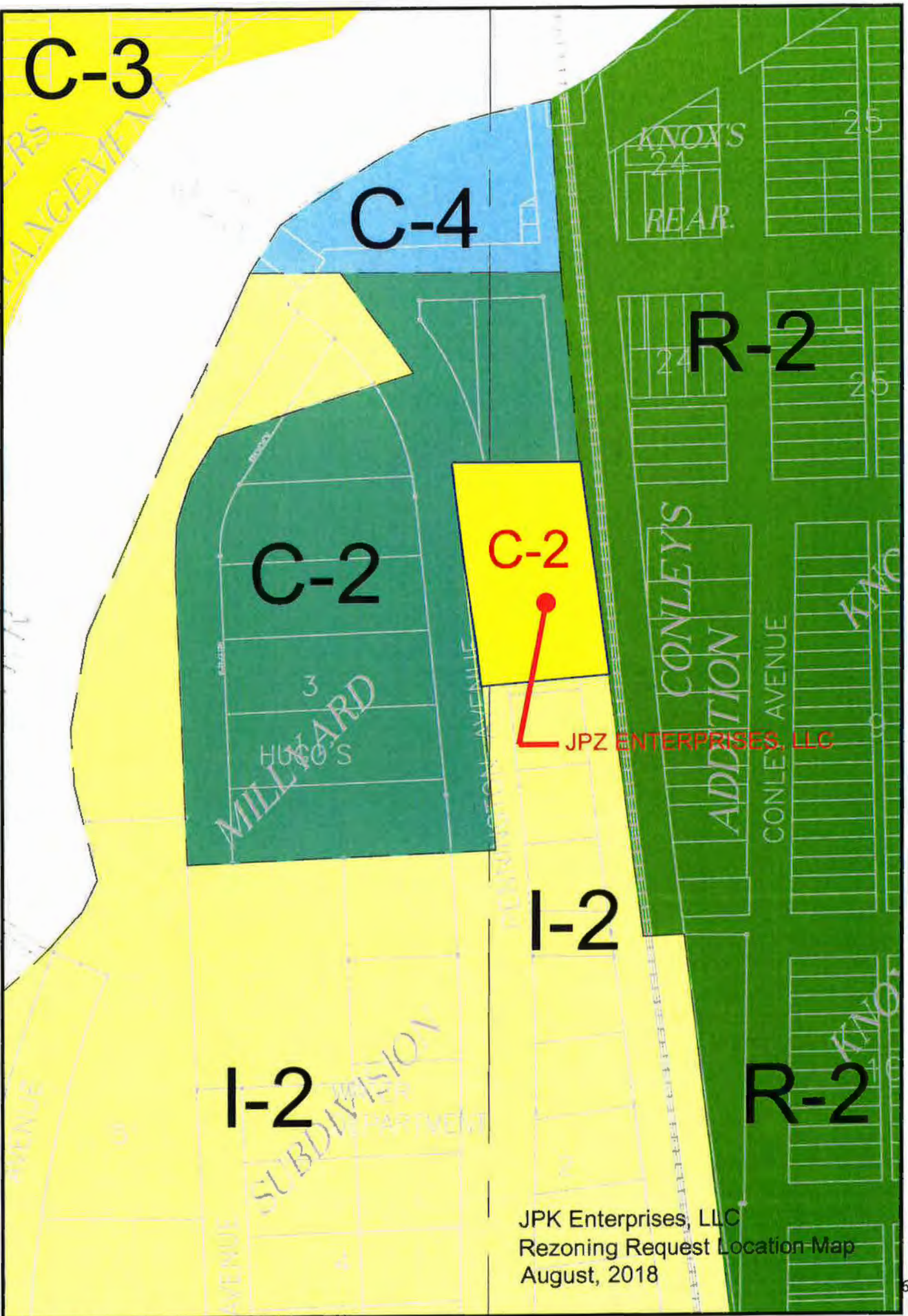
JPZ ENTERPRISES, LLC

I-2

I-2

R-2

JPK Enterprises, LLC
Rezoning Request Location Map
August, 2018



City of Thief River Falls Comprehensive Plan Proposed Land Use Map

Legend

-  City Limits
-  Central Business District
-  General/Neighborhood Commercial
-  Highway Commercial
-  Business Warehouse
-  Industrial
-  Low Density Single-Family
-  Medium Density Single-Family
-  Medium-High Density Residential
-  High Density Residential
-  Manufactured Home Park
-  Parks
-  Open Spaces
-  Public Buildings, Schools
-  Churches and Cemeteries
-  Rivers
-  State & County Highways
-  City Streets

0 0.45 0.9 Miles

This map is tilted 3 degrees counterclockwise.



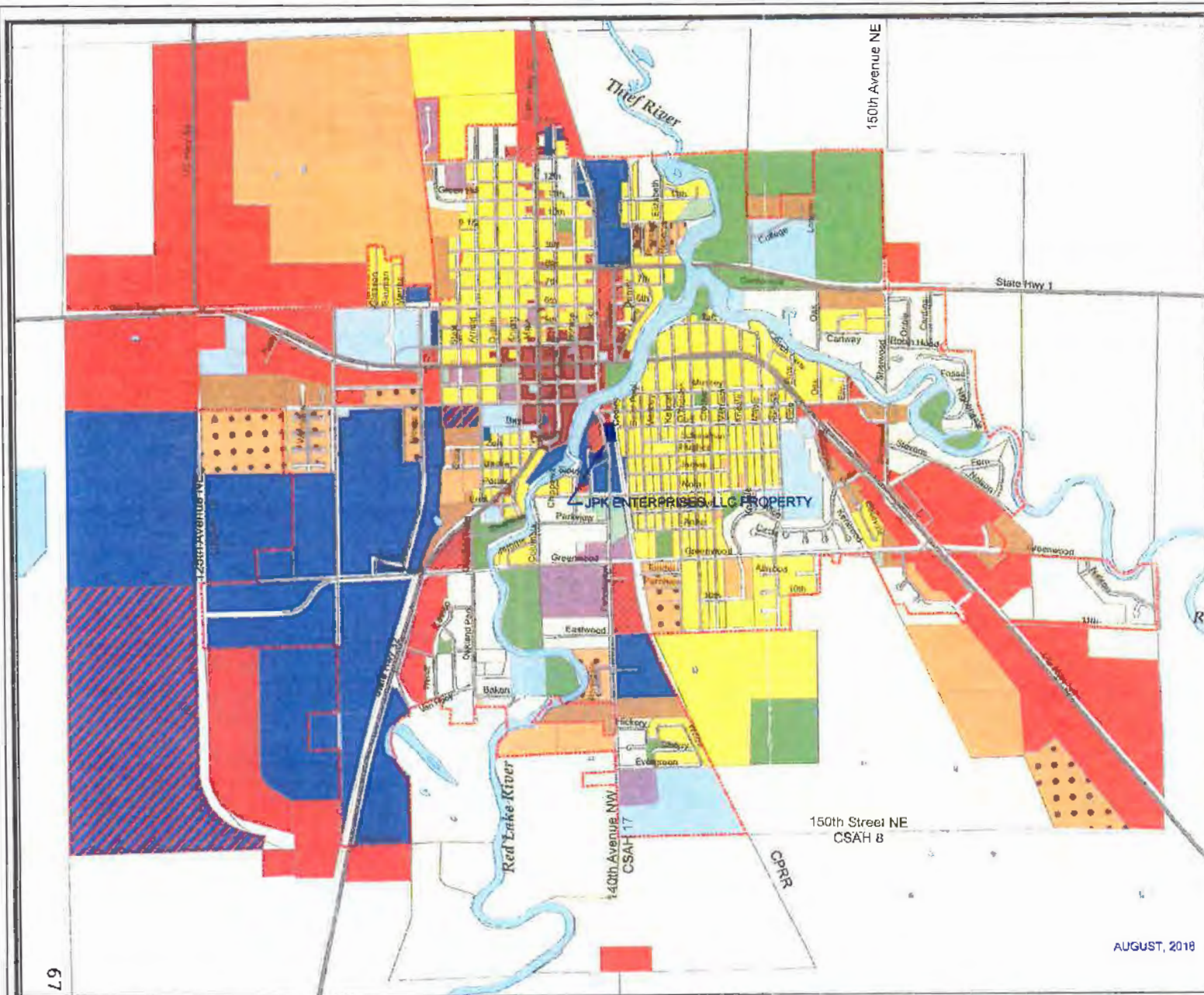
Map Created October 2006

Sources:
City of Thief River Falls
Minnesota DNR
Northwest Associated Consultants

This map is for planning purposes only



AUGUST, 2018





City of Thief River Falls

#8.04

PHONE: 218-681-3943

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

www.citytrf.net

REQUEST FOR COUNCIL ACTION

DATE: August 21, 2018

SUBJECT: Fire Code

RECOMMENDATION: it is respectfully requested the Council approve the recommendation of the Public Safety/Liquor Committee

MOTION TO: call for first reading of Ordinance No. ___ to consider amending the City Code to adopt the state fire code Appendix K relating to fires and barbeques on balconies.

BACKGROUND: the state fire code contains an optional Appendix K which prohibits open flames and fuel storage on balconies (see attached ordinance). The Fire Department recommended adoption of Appendix K as a safety measure and the Public Safety/Liquor committee reviewed the ordinance and recommends its adoption to the City Council.

FINANCIAL CONSIDERATION: none

LEGAL CONSIDERATION: the City Attorney drafted the proposed ordinance

DEPARTMENT/RESPONSIBLE PERSON: Co-Fire Chiefs Beier and Semanko

ATTACHMENT: draft ordinance

ORDINANCE NO. _____, _____ SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 150 ENTITLED "BUILDING REGULATIONS" BY ADOPTING MINNESOTA STATE FIRE CODE APPENDIX "K" RELATING TO FIRES AND BARBEQUES ON BALCONIES OR PATIOS, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. Section 150.01 (D) (4) is hereby added to read as follows:

- (4) ***Minnesota State Fire Code Appendix K:***
- (i) **Open Flame Prohibited.** In any structure containing three or more dwelling units, no person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, or on any ground floor patio within 15 feet of a structure.
 - (ii) **Fuel Storage Prohibited.** No person shall store or use any fuel, barbeque, torch, or other similar heating or lighting chemical or device in the locations designated in Section 1.1.
 - (iii) **Exception.** Listed electric or gas-fired barbeque grills that are permanently mounted and wired or plumbed to the building's gas supply or electrical system and that maintain a minimum clearance of 18 inches on all sides, unless listed for lesser clearances, may be installed on balconies and patios when approved by the fire chief.

Section 2. City Code Chapter 10 entitled "General Provisions" is hereby adopted in its entirety, by reference, as though repeated verbatim herein.

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

Passed by the City Council of Thief River Falls, Minnesota, on the ___ day of _____, 2018.

Voting Aye:

Voting No:

Abstaining: None.



City of Thief River Falls

#8.05

ELECTRIC DEPARTMENT

HISTORIC SOO LINE R.R. DEPOT
405 Third Street East . P.O. Box 528
Thief River Falls, MN 56701-0528

PHONE: 218 681-5186
FAX: 218 683-7343
email: dnarlock@citytrf.net

DATE: August 21, 2108

SUBJECT: Filling of Apprentice Line Worker position.

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

Motion to: Accept a Public Utilities Committee recommendation and authorize the Electric Department to begin process to fill the position of Apprentice Lineworker. The position shall be opened to Teamster Union #320 employees for ten days, and if not filled by that process, that the apprentice Lineworker applications that were received in the prior couple of months shall be considered for filling the position.

BACKGROUND: The Electric Department has attempted to fill the position of licensed Journey Lineworker for the past four months. With no qualified applicants responding, it has been recommended to fill the position with an apprentice.

DEPARTMENT/RESPONSIBLE PERSON: Dale Narlock, Electric Superintendent

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.05

**RESOLUTION NO. : APPROVAL TO FILL APPRENTIC LINE WORKER
POSITION**

A Request for Council Action was reviewed. Following discussion, Councilmember ____ introduced Resolution No. , being seconded by Councilmember ____, that:

WHEREAS, the Electric Department has attempted to fill the position of licensed Journey Lineworker for the past four months. With no qualified applicants responding, it has been recommended to fill the position with an apprentice.

THEREFORE, BE IT RESOLVED, by the City Council, to accept a Public Utilities Committee recommendation and authorize the Electric Department to begin process to fill the position of Apprentice Lineworker. The position shall be opened to Teamster Union #320 employees for ten days, and if not filled by that process, that the apprentice Lineworker applications that were received in the prior couple of months shall be considered for filling the position.

Presented at the August 21, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

___Holmer___Howe___Sollom___Hagen___Brown___Prudhomme___Aarestad___Narverud

Notes: _____

