

**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**
- 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**
 - Veterans Association – Scotty Allison & Steve Stone
- 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 3-15)
 - 7.02 City of Thief River Falls Bills and Disbursements
 - 7.03 Approval of School Resource Officer Services Agreement with Independent School District No. 564 (page 16-24)
 - 7.04 Approval of the sale of out of service squad car (page 25-26)
 - 7.05 Approval to declare surplus property (page 27-28)
 - 7.06 Approval of agreement with Northland Securities, Inc. for financial planning services for the stormwater utility (page 29-33)
 - 7.07 Approval of contract with Advanced Engineering and Environmental Services for the preliminary engineering of the Waste Water Force Main Project (page 34-42)

8. NEW BUSINESS

- 8.01 Second 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 43-44)

Approval 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

- 8.02 Second reading of Ordinance to consider rezoning the JPK Enterprises, LLC property (page 45-54)

Approval of Ordinance to consider rezoning the JPK Enterprises, LLC property

- 8.03 Approval of Comprehensive Plan amendment (page 55-58)

- 8.04 Approval of JPK Enterprises, LLC Property Variance request (page 59-66)

- 8.05 Second reading of Ordinance amendment amending Calendar Parking (page 67-71)

Approval of Ordinance amendment amending Calendar Parking

- 8.06 Approval of 2018 Snow Removal Policy (page 72-81)

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

11. ADJOURNMENT

AUGUST 21, 2018

The City Council of Thief River Falls, Minnesota, met in regular session at 5:30 p.m. on August 21, 2018 in the Council Chambers of City Hall. The following Councilmembers were present: Holmer, Howe, Aarestad, Narverud, Sollom and Brown. Councilmembers Prudhomme was absent. Mayor Holmer chaired the meeting.

PUBLIC HEARING – MIF AGREEMENT AMENDMENT

No comments were received from the public.

PRESENTATIONS/PROCLAMATIONS/PUBLIC INFORMATION ANNOUNCEMENTS

- Certificate of Appreciation – Zehlians
- Splash Park Committee

APPROVAL OF AGENDA

Councilmember Howe motioned, being seconded by Councilmember Sollom, to approve the agenda with the addition of two items. On vote being taken, the motion was unanimously approved.

RESOLUTION NO. 8-182-18: APPROVAL OF COUNCIL PROCEEDINGS

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-182-18, being seconded by Councilmember Sollom, that:

RESOLVED, by the City Council, to approve August 7, 2018 Council Proceedings.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-183-18: APPROVAL OF PAYMENT OF BILLS

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-183-18, being seconded by Councilmember Sollom, that:

RESOLVED, by the City Council, to authorize payment of bills and disbursements in the total amount of \$1,514,330.97. 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. 8-184-18: APPROVAL OF PROGRESSION RAISE FOR WADE WALLACE, WATER TREATMENT PLANT OPERATOR

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-184-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-185-18: APPROVAL OF \$6,000 REIMBURSEMENT OF RENT FOR FALLS NUTRITION

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-185-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-186-18: APPROVAL OF NEW SQUAD CAR PURCHASE (2019) FROM THIEF RIVER FORD

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-186-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-187-18: APPROVAL OF TEMPORARY INTOXICATING LIQUOR LICENSE AT A CITY-OWNED FACILITY FOR THE AMERICAN LEGION

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-187-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-188-18: APPROVAL OF MAKING IT HOME PROGRAM CONTRACT WITH UNIVERSITY OF MINNESOTA EXTENSION

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-188-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-189-18: RESOLUTION OPPOSING THE SALE OF STRONG BEER, SPIRITS, AND WINE IN GROCERY AND CONVENIENCE STORES

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-189-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-190-18: APPROVAL TO RENEW GARRET REIERSON LAND LEASE

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-190-18, being seconded by Councilmember Sollom, that:

WHEREAS, Garret Reierson 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 Reierson for farm land rental until December 15, 2020 in Marshall County; and authorize the Mayor and City Administrator to execute the agreement.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-191-18: 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 Narverud introduced Resolution No. 8-191-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-192-18: APPROVAL OF PURCHASE OF 2018 5600 BOBCAT TOOLCAT AND ATTACHMENTS

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-192-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-193-18: APPROVAL OF GREENWOOD CEMETERY PROPERTY TRANSFER TO TRF VETERANS MEMORIAL AND OPTION TO PURCHASE AGREEMENT

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-193-18, being seconded by Councilmember Sollom, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-194-18: APPROVAL OF ANGELA SWANSON TO BE PART OF THE SLOW SECOND MORTGAGE PROGRAM

Presented as part of the Consent Agenda, Councilmember Narverud introduced Resolution No. 8-194-18, being seconded by Councilmember Sollom, that:

BE IT RESOLVED, by the City Council, to approve Angela Swanson to be part of the City of Thief River Falls Slow Second Mortgage Program and authorize the Mayor and City Administrator to sign the mortgage and agreement when completed by the City Attorney.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-195-18: APPROVAL OF \$6,000 REIMBURSEMENT OF RENT FOR NEW EARTH SPIRITUAL HEALING CENTER

Removed from the Consent Agenda. Mona Hilde introduced herself to the Council and described her business. Councilmember Sollom introduced Resolution No. 8-195-18, being seconded by Councilmember Narverud, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-196-18: 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 ECONOMIC DEVELOPMENT FOR THE PROJECT ENTITLED ARCTIC CAT, INC

A Request for Council Action was reviewed. Following discussion, Councilmember Brown introduced Resolution No. 8-196-18, being seconded by Councilmember Aarestad, 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. approving an extension to the completion date from August 1, 2018 to August 1, 2019 to allow additional time to complete the jobs requirement.

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.

On vote being taken, the resolution was unanimously passed.

Councilmember Prudhomme joined the meeting.

FIRST READING OF AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 72 ENTITLED "PARKING REGULATIONS" BY AMENDING 72.08 (A) AND ADDING SUBDIVISION (C), TO AMEND THE DATES OF EFFECTIVENESS AND TIMES OF PARKING RESTRICTIONS, AND ALSO ESTABLISHES A PARKING RESTRICTION ON ALL STREETS AND AVENUES IN THE CENTRAL BUSINESS DISTRICT AT DESIGNATED TIMES ALL YEAR ROUND, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilmember Narverud motioned, being seconded by Councilmember Sollom, to call for the first reading of an ordinance amending City Code chapter 72 entitled "parking regulations" by amending 72.08 (a) and adding subdivision (c), to amend the dates of effectiveness and times of parking restrictions, and also establishes a parking restriction on all streets and avenues in the central business district at designated times all year round. The motion was unanimously carried.

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

FIRST READING OF AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING THE CITY ZONING DISTRICTS MAP, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 152.998, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

Councilmember Prudhomme motioned, being seconded by Councilmember Narverud, to call for the first reading of an ordinance amending City Code chapter 152 entitled "zoning code" by amending the city zoning districts map. The motion was unanimously carried.

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

FIRST READING OF 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

Councilmember Howe motioned, being seconded by Councilmember Sollom, to call for the first reading of an 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. The motion was unanimously carried.

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

RESOLUTION NO. 8-197-18: APPROVAL TO FILL APPRENTIC LINeworker POSITION

A Request for Council Action was reviewed. Following discussion, Councilmember Sollom introduced Resolution No. 8-197-18, being seconded by Councilmember Prudhomme, 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.

On vote being taken, the resolution was unanimously passed.

RESOLUTION NO. 8-198-18: JOINT RESOLUTION ESTABLISHING AN ORDERLY ANNEXATION AGREEMENT BETWEEN ROCKSBURY TOWNSHIP AND THE CITY OF THIEF RIVER FALLS

A Request for Council Action was reviewed. Following discussion, Councilmember Sollom introduced Resolution No. 8-198-18, being seconded by Councilmember Prudhomme, that:

WHEREAS, The City of Thief River Falls, Minnesota, (hereafter "City"), did receive a Petition for Annexation of Real Property into the City due to the need of sanitary sewer and other services provided by the City, and

WHEREAS, The owner of the Real Property to be annexed pursuant to this Agreement did sign a Petition for Annexation, and

WHEREAS, The respective governing bodies of Rocksbury Township (hereafter "Town") and City had expressed their desire to encourage future development of Real Property near the City so as to promote the development of municipal services and urban growth as much as is practical, while respecting the existing rural residential lifestyles of other areas within the Town, and

WHEREAS, The Petition for Annexation concerned that Real Property located within the Township of Rocksbury, County of Pennington, and State of Minnesota described as follows:

That part of Government Lot One (1) of Section Three (3) in Township One Hundred Fifty-three (153) North, Range Forty-three (43) West of the Fifth Principal Meridian, described as follows: Beginning at the Northwest corner of said Government Lot One (1); thence South a distance of Thirty feet (30') to the point of beginning of the tract herein conveyed, which point is on the South boundary of Greenwood Street as laid out; thence South along the West line of said Government Lot 1 a distance of 150 feet to a point; thence East and parallel to the center line of Greenwood Street a distance of 156 feet to a point, thence North and parallel to the West line of said Government Lot 1 a distance of 150 feet to a point on the South boundary of Greenwood Street; thence West along the South boundary of Greenwood Street a distance of 156 feet to the point of beginning of the tract conveyed.

WHEREAS, The City and Town desire to accommodate the Petition for Annexation to encourage growth in a cooperative, planned, and orderly fashion, and

WHEREAS, This Joint Resolution creating an Orderly Annexation Agreement (hereafter "Agreement") is beneficial to both parties to promote orderly planning, the orderly transition of government within the Real Property proposed to be annexed, promote continuity of City boundaries, and establish the condition under which such annexation shall take place, and

WHEREAS, The Town and City jointly request the immediate annexation of the Real Property described herein into the City,

NOW, THEREFORE, BE IT RESOLVED, In consideration of the mutual terms and conditions contained herein, Town and City hereby enter into this Agreement to provide for the orderly annexation of the Real Property herein described into the City upon the following terms and conditions:

1. Real Property Designated For Annexation. The unincorporated Real Property designated for orderly annexation is located in the Township of Rocksbury, County of Pennington and State of Minnesota and is described as follows:

That part of Government Lot One (1) of Section Three (3) in Township One Hundred Fifty-three (153) North, Range Forty-three (43) West of the Fifth Principal Meridian, described as follows: Beginning at the Northwest corner of said Government Lot One (1); thence South a distance of Thirty feet (30') to the point of beginning of the tract herein conveyed, which point is on the South boundary of Greenwood Street as laid out; thence South along the West line of said Government Lot 1 a distance of 150 feet to a point; thence East and parallel to the center line of Greenwood Street a distance of 156 feet to a point, thence North and parallel to the West line of said Government Lot 1 a distance of 150 feet to a point on the South boundary of Greenwood Street; thence West along the South boundary of Greenwood Street a distance of 156 feet to the point of beginning of the tract conveyed.

The Real Property is shown on the map attached hereto and made a part hereof as Exhibit "A".

2. Acreage and population. The Real Property consists of approximately .5 acres, the population of the Real Property is currently 1.

3. Jurisdiction. Upon approval by the Town Board and City Council, this Agreement shall confer jurisdiction upon the Chief Administrative Law Judge, as defined in Minnesota Statutes, Section 414.011 (Subd. 12) (hereafter "Chief Judge"), to accomplish said annexation in accordance with the terms of this Agreement.

4. Review and Comment by Chief Judge. The Town and City mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Chief Judge is necessary for annexation to occur within the Real Property in accordance with this Agreement. Additionally, no alteration of the boundaries by the Chief Judge is appropriate. The Chief Judge may review and comment, but shall, within thirty days, order the annexation in accordance with the terms of this Agreement.

5. Effective Date. This Agreement is effective on the date it is last adopted by the Town and City. The annexation provided for by this Agreement shall be effective upon the issuance of the Order by the Chief Judge. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the Town and City. This Agreement is only meant to apply to the Real Property and not to any other area within the Town.

6. Reasons for Annexation. The reasons for the annexation of the Real Property include the Town's and City's collective determination that: The Real Property is now, or is about to become, urban or suburban in character; that the Real Property is in need of utilities such as sanitary sewer, storm sewer, and water; and at this time the annexation would be in the best interest of the Petitioner, the City, and the Town.

7. Timing of Tax Levy. Pursuant to Minnesota Statutes, Section 414.0325, Subd. 4b, because the annexation provided for in this Agreement will be effective after August 1, 2018, the town may continue to levy on the annexed area for the 2018 levy year, and the municipality may not levy on the annexed area until the next following levy year.

8. Property Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the reimbursement from the City to the Town shall be as follows:

First Year	90%
Second Year	70%
Third Year	50%
Fourth Year	30%
Fifth Year	10%

9. Planning and Land Use Control. The City shall exercise planning and land use control over the Property pursuant to City ordinances.

11. Authorization. The appropriate officers of the Town and City are hereby authorized to carry out the terms of this Agreement.

12. Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including Exhibit "A", which is attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the Town and City, unless amended by joint resolution of Town and City.

13. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

On vote being taken, the resolution was unanimously passed.

INFORMATIONAL ITEMS

- Investment Summary dated 7/31/2018

UPCOMING MEETINGS/EVENTS

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

ADJOURNMENT

There being no further discussion, Councilmember Prudhomme 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 Otterness, City Administrator



City of Thief River Falls

#7.03

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: September 4, 2018

Subject: Renewal of School Resource Officer Services Agreement

Recommendation: It is respectfully requested that the Council consider the following recommendation of the Public Safety/Liquor Committee:

Motion To: Approve the renewal of the School Resource Officer Services Agreement

Key Issues: The school district and the city maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at school sponsored events and activities. The School Resources Officer is a key part of this coordinated approach.

Financial Consideration: The school district and city split the cost of this position.

Legal Consideration: This is a renewal of an existing contract relationship.

Department/Responsible Person: Chief Dick A. Wittenberg

Attachment: School Resource Officer Services Agreement

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between Independent School District No. 564 (“District”) and the City of Thief River Falls (“City”).

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, Minnesota Statutes section 126C.44 authorizes the District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, Minnesota Statutes section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the District and the City agree as follows:

1. **Term.** This Agreement is for a term of nine months beginning on September 1, 2018 and ending on May 31, 2019. Either party may terminate the contract at any time for any reason by providing sixty (60) days written notice of termination to the other party.
2. **Definitions.** The following definitions apply to this Agreement:
 - a. **“Exigent circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a police officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.
 - b. **“School Resource Officer”** or **“SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
 - c. **“SRO duties”** include, but are not necessarily limited to, the following:
 - protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;

- identifying and advising on security vulnerabilities in the District's schools within the SRO's knowledge;
 - visiting and inspecting high delinquency areas on school property;
 - being present and visible on school property;
 - deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
 - recovering lost or stolen property;
 - enforcing all criminal laws on school property and at school sponsored events and activities;
 - apprehending and prosecuting criminals, including suspected criminals;
 - responding to emergencies including, but not limited to, medical emergencies within his capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals;
 - use confidential student records only with the approval of a principal and in accordance with applicable laws;
 - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.
 - assist and testify in student discipline hearings as requested by District administrators where the SRO has direct knowledge of the incident and applicable laws; and
 - other tasks as assigned by the Thief River Falls Police Department.
- d. **"School day"** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District's website. Days on which students attend summer school are not school days. For purposes of this Agreement, the "school day" begins at 7:45 a.m. and ends at 3:45 p.m. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty hours in any workweek while still providing coverage, at the District's request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District's superintendent by email when the SRO finds it necessary to flex his or

her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.

- e. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.
3. **Assignment of School Resource Officers.** The City will assign one full-time licensed peace officer to perform SRO duties on a full-time basis during each school day.
 - a. **Absences.** Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal’s designee if the SRO will be absent from the District. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO’s absences from the District during school hours.
 - b. **Extended Absences.** If an SRO is absent for more than 10 consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO’s duties during any additional absences.
 - c. **Vehicles, Equipment, and Training.** The City is responsible for providing each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including any necessary electronic devices, within the City’s law enforcement budget. The City is also responsible for providing training and education to all peace officers who are assigned to provide services pursuant to this Agreement.
 - d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District’s Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District’s satisfaction that the concern has been addressed. (If the City is unable to satisfactorily demonstrate to the satisfaction of the District, we should define the next steps that would then be taken. Are there any applicable union concerns that should be addressed?).
 4. **Payment.** The District will pay the City fifty percent of the salary and wage benefits of the SRO for services covered during the school year. The District will pay this sum to the City no later than June 15, 2019.

5. **District Responsibilities.** In addition to making the payments described in this Agreement, the District will have the following responsibilities:
 - a. The District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access. Additional supplies and equipment shall be provided by the City.
 - b. Through its administrators, the District will provide guidance to the SRO as needed or requested.
 - c. The District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
 - d. Through its principals, the District will, as soon as reasonably possible, notify the SRO of any suspected illegal activity. Any Principal or staff member in the District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
 - e. Through its principals, the District will inform the SRO of suspected illegal activity as soon as reasonably possible. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department.
 - f. Through its administrators, the District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on District property, as well as any anticipated safety concerns involving parents, students, or other individuals
 - g. The District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
 - h. The District will provide the City with a copy of applicable school regulations applying to students and District employees.
 - i. The District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch with students and be present in the hallways as part of the District's and City's goal of developing positive relationships between the SRO and the school community.
6. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any

authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

7. **City's Authority.** Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Deputy Chief of Police. The Deputy Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. In the event of a critical incident or natural disaster, or a risk to the SRO's safety, the City reserves the right to temporarily remove the SRO from the District.
8. **SRO Employment Status.** At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.
9. **Liability and Indemnification.** Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing stated in this Agreement may be deemed to constitute a waiver of those limits.
10. **Prohibited Actions.** In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. The SRO may not participate in any interviews with news media regarding incidents that occur on District property.
11. **Notices.** The District must provide all official notices under this Agreement by U.S. Mail addressed to the City of Thief River Falls, c/o Chief of Police, P.O. Box 413, Thief River Falls, MN 56701. The City must provide all official notices under this Agreement by U.S. Mail addressed to Superintendent of Schools, Independent School District No. 564, 230 LaBree Avenue South, Thief River Falls, MN 56701. Either party may designate a different

addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective three (3) business days after mailing.

12. **Data Practices.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the District is reporting a crime or another statutory exception applies, the District may not disclose private educational data to a SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District’s responsibilities under FERPA.
13. **Background Checks.** The City must conduct, or have conducted, a criminal background check on all peace officers who provide any service pursuant to this Agreement. The background check must be completed before the peace officer provides any service pursuant to this Agreement. The background check will be completed by the Bureau of Criminal Apprehension (“BCA”) in accordance with Minnesota Statutes section 123B.03.
14. **No Unlawful Discrimination.** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
15. **Waiver and Enforcement.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.
16. **Equal Drafting.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
17. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines

that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

18. **Entire Agreement, Changes, and Effect.** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF THIEF RIVER FALLS

Mayor

Date


Acting City Administrator

Date

Chief of Police

Date

INDEPENDENT SCHOOL DISTRICT NO. 564



School Board Chair

7-24-18

Date



School Board Clerk

7-24-18

Date

RASW: 55958

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.03

**RESOLUTION NO. : APPROVAL OF SCHOOL RESOURCE OFFICER SERVICES
AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT NO. 564**

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

WHEREAS, the school district and the city maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at school sponsored events and activities. The School Resources Officer is a key part of this coordinated approach.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Safety/Liquor Committee recommendation to approve the School Resource Officer Services Agreement with Independent School District No. 564.

Presented at the September 4, 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

#7.04

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: dwwittenberg.trfpd@citytrf.net
www.citytrf.net

Request for Council Action

Date: September 4th, 2018

Agenda Item

Subject: Sale of old squad car (2011 Chev Impala)

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

Motion To: Approve the sale of the out of service 2011 Chev Impala,

VIN# 2G1WD5EM0B1121456, via the MNBID auction procedure. The car has been placed out of service, and all police equipment and markings have been removed.

Key Issues: None.

Financial Consideration:

None.

Additional information: This is standard method for disposal of unneeded capital items, such as autos.

Legal Consideration: None

Department/Responsible Person: Chief Dick A. Wittenberg

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.04

RESOLUTION NO. : APPROVAL OF THE SALE OF OUT OF SERVICE SQUAD CAR

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

BE IT RESOLVED, by the City Council, Approve the sale of the out of service 2011 Chev Impala, VIN# 2G1WD5EM0B1121456, via the MNBID auction procedure. The car has been placed out of service, and all police equipment and markings have been removed.

Presented at the September 4, 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

#7.05

WATER DEPARTMENT

305 Pennington Ave. S. P.O. Box 528
Thief River Falls, MN 56701-0528

PHONE: 218 681-3809
FAX: 218 681-5820
email: wjohnson@citytrf.net

Request for Council Action

DATE: September 4, 2018

SUBJECT: Surplus Property

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

Motion to: Declare a 1987 Chevrolet C70 Dump Truck (Vin Number 1GBJ7D1B2HV100434) as surplus property.

BACKGROUND: The City of Thief River Falls owns numerous equipment, vehicles, tools and miscellaneous items that are used to carry out work functions. These items are typically declared surplus to be sold in the most efficient manner when no longer needed.

KEY ISSUES: This dump truck is in poor condition and no longer needed.

FINANCIAL CONSIDERATIONS: None

LEGAL CONSIDERATIONS: None

DEPARTMENT/RESPONSIBLE PERSON: Wayne Johnson, Water Systems Superintendent

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.05

RESOLUTION NO. : APPROVAL TO DECLARE SURPLUS PROPERTY

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

WHEREAS, the City of Thief River Falls owns numerous equipment, vehicles, tools and miscellaneous items that are used to carry out work functions. These items are typically declared surplus to be sold in the most efficient manner when no longer needed.

THEREFORE, BE IT RESOLVED, by the City Council, to declare a 1987 Chevrolet C70 Dump Truck (Vin Number 1GBJ7D1B2HV100434) as surplus property.

Presented at the September 4, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

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

Notes: _____



REQUEST FOR COUNCIL ACTION

September 4, 2018

Subject: Storm Water Financial Planning Services Agreement

Recommendation: it is respectfully requested the Council consider the following recommendation of the Utilities Committee:

Motion to: authorize the City of Thief River Falls to enter into an agreement with Northland Securities, Inc. for Financial Planning Services for the storm water utility.

Background: the city needs to ensure adequate revenues for continued successful operation of our storm water utility.

Key issues: analysis of user charges must consider current and future capital improvements and debt issuance as well as operating revenue needs. The city has an existing relationship with Northland Securities and utilizes it for other financial planning services.

Financial Considerations: the cost of the financial planning services detailed in the agreement is estimated to not exceed \$11,340 which will be paid from storm water utility revenues.

Legal Considerations: the service agreement provides both parties with clear expectations for services provided and charges incurred and is subject to approval by the city attorney.

Department/Responsible Person: Angela Philipp, Finance Director

Attachment: agreement.

Strategic plan: the requested council action furthers the city goals of financial stability and systematic infrastructure investment by continuing capital improvement budgeting, adhering to five-year financial plan, and assessing revenue sources.

FINANCIAL PLANNING AGREEMENT

**BY AND BETWEEN
THE CITY OF THIEF RIVER FALLS, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

FINANCIAL PLANNING SERVICES

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

WITNESSETH

WHEREAS, the City desires to use the services of NSI for financial planning for the City's storm water utility system, including, review of user charges and rates (hereinafter "Project").

WHEREAS, the Project is intended solely for financial planning and NSI is not providing advice on the timing, terms, structure or similar matters related to a specific bond issue.

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

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

SERVICES TO BE PROVIDED BY NSI

The scope of work to be performed by NSI is based on the following Factors, as defined by the City:

- A. User charges for storm water utility system service needs review to ensure adequate operating revenues and maintenance of reserves.
- B. The analysis of user charges must consider current and future capital improvements and debt issuance.
- C. City desires to understand the potential and impact of adjusting storm water user charges and rates.

NSI will undertake the following Tasks:

- 1. Conduct kick off conference call with City staff to review project objectives, set meeting schedule and confirm background data to be collected for the study.
- 2. Collect and review background information for the water utility system. The City has the responsibility for collecting and providing NSI with information needed to conduct the study. Information sought by NSI includes:
 - a. Annual financial statements for storm water fund for years 2016 and 2017.

- b. Operating budget for 2018 and preliminary 2019.
 - c. Prior year and current year adopted schedule of storm water user charges and rates.
 - d. Storm water system operating data including number of customers, by type, and residential equivalency units for years 2017 and 2018.
 - e. Plans for capital improvements in years 2018 through 2022 and future years, if available, including types of improvements, estimated costs, funding sources, and timing.
3. Prepare financial model for storm water utility system. NSI will prepare spreadsheets that model the unique characteristics of the City's utility system. Pace of growth, as projected by the City, will be analyzed and assumptions for potential future growth defined. The model will be used to analyze and explain impact on user charges and rates. At a minimum, the model will analyze changes in the following: operating expenses; system usage; customers; capital improvements; and funding options.
 4. Review results. NSI will meet with City staff to review preliminary results of the study.
 5. Update model as needed. NSI will update assumptions in the model, as needed, based on review with City staff.
 6. Report initial findings and recommendations. NSI will prepare a written report and presentation that presents and explains the results of the analysis in Tasks 3-5 and address service delivery items A-C. The report shall include recommendation on future waste water utility system charges and rates by year.

This scope of work includes up to one (1) meeting with City staff and (1) meeting with the City Council to present the report.

COMPENSATION

For the services specified, NSI will be paid an amount not to exceed \$11,340. The amount is based on the estimated number of hours required to complete these tasks plus reimbursable expenses for travel, printing, and mailing. NSI will bill on a monthly basis for actual services performed and reimbursable expenses.

The City may at its discretion authorize NSI to undertake additional related financial planning tasks beyond the Tasks listed above, including subsequent updates to the financial model. Additional services authorized at the discretion of the City will be billed monthly at a rate of \$210 per hour.

Invoices will detail the work performed, requested compensation for the period and show amounts previously billed.

ASSIGNED NORTHLAND EMPLOYEE

The NSI employee responsible for providing services pursuant to this agreement and for the services performed is Tammy Omdal.

SUCCESSORS OR ASSIGNS

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

DISCLAIMER

In performing service under this agreement, NSI is relying on the accuracy of information provided by the City and the services provided by Northland are based on current State Law. The parties agree that the Minnesota property tax system and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The City recognizes and accepts that future property values, tax levies and tax rates may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI. In the event of early termination by the City, NSI shall provide the City with an itemized hourly statement of services already provided. All billable hours by NSI shall be billed at the stated hourly rates should early termination occur.

Dated this ___ day of _____, 2018.

Northland Securities, Inc.

By: _____
Thomas Bartzen
Head of Public Finance

City of Thief River Falls, Minnesota

By: _____

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.06

RESOLUTION NO. : APPROVAL TO AUTHORIZE THE CITY OF THIEF RIVER FALLS TO ENTER INTO AN AGREEMENT WITH NORTHLAND SECURITIES, INC. FOR FINANCIAL PLANNING SERVICES FOR THE STORM WATER UTILITY

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

BE IT RESOLVED, by the City Council, to accept the Utilities Committee recommendation to authorize the City of Thief River Falls to enter into an agreement with Northland Securities, Inc. for Financial Planning Services for the Storm Water utility at approximately \$11,340.

Presented at the September 4, 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

#7.07

WATER DEPARTMENT

305 Pennington Ave. S. P.O. Box 528
Thief River Falls, MN 56701-0528

PHONE: 218 681-3809
FAX: 218 681-5820
email: wjohnson@citytrf.net

Request for Council Action

Date: September 4, 2018

Subject: Wastewater Force Main replacement project

Recommendation: It respectfully requested to consider approving the Engineering Contract with Advanced Engineering and Environmental Services for the preliminary engineering of the 20" Wastewater Force Main.

Motion To: Adopt a resolution approving the recommendation to sign a contract with Advanced Engineering and Environmental Services for the preliminary Engineering of the Wastewater Force Main Project

Background: The Wastewater Force Main was installed in the early 1970's and is deteriorating and experiencing several breaches which cause raw sewage to be discharged into County Ditch 70 that travels to the Red Lake River. The proposal is to replace with a new PVC Main running parallel to the existing Ductile main.

Key Issues. The existing Force Main has developed major corrosion from the hot soil it is encased in on the outside and the acidic wastewater on the inside that causes the pipe to leak. The new PVC Main will resist corrosion and will be bedded in sand to extend the life of the pipe. The proposal would be to have the project completed in 2019 in advance of the Digi Key storm water outlet project completion and the West Side Flood Damage Reduction Project in 2020 so the Force Mains will be placed so they don't conflict with those projects.

Financial Considerations: This Preliminary Engineering Project is for \$ 64,400 and will be paid out of reserves until the project is financed through City bonding and or any available grants are secured at which time the reserve funds will be replaced.

Legal Considerations: None

Department/Responsible Person: Wayne Johnson, Water Systems Superintendent

August 24, 2018

Mr. Wayne Johnson
Water Systems Superintendent
City of Thief River Falls
PO Box 528
Thief River Falls, MN 56701-0528

**RE: Task Order No. 8 – LS 9 Improvements and Force Main Replacement
Thief River Falls, MN**

Dear Wayne:

Attached please find attached two (2) copies of Task Order No. 8 for your review and approval. The services that will be performed under Task Order No. 8 include providing the Preliminary Design Phase Services for the Lift Station (LS) 9 Improvements and Force Main Replacement project. As you know, the current force main from LS 9 has experienced multiple breaks over the past few years resulting in raw sewage being discharged along the force main route and prompting emergency response from the City to alleviate the problem. This force main is nearing the end of its useful life and serves as the only means of delivering raw sewage from the City's master lift station (LS 9) to the wastewater ponds.

An opinion of probable project costs for replacement of the existing force main with a new PVC forcemain was prepared by AE2S in September 2017 \$2.93 million. This estimate did not include any improvements at LS 9, which we have since discussed, and include installation of a new magnetic flow meter, valve replacement, and adjustment to the interior process piping to allow the City use of the existing force main as a backup redundant pipeline once the new force main is installed. Additionally, the influent piping into the wastewater ponds is aging and the current setup limits the City's options for directing sewage into the wastewater ponds. Under this task order, AE2S will prepare concepts and estimated construction costs to help the City understand what improvements, if any, should be implemented at the wastewater ponds with the influent piping.

As such, the preliminary work to be completed by AE2S under this task order generally includes: 1) project management and communications including completion of the Minnesota Pollution Control Agency (MPCA) draft Project Priority List (PPL) wastewater application; 2) preparing a Basis of Design technical memorandum summarizing design elements for the force main, lift station, and pond inlet/discharge structures; 3) completing a topographic survey of the force main route; 4) reviewing permits required for completion of the project; 5) preparing a conceptual force main route; 6) reviewing the existing LS 9 layout and identifying items for replacement; and 7) identifying wastewater pond pipe improvements for Ponds 1, 2, and 3. The effective date of Task Order No. 8 is September 4, 2018. Surveying of the pipeline forcemain route would be completed this fall with completion of the Basis of Design Technical Memorandum and concept drawings in December 2018, with the anticipation of moving into final design for bidding in the Spring of 2019 and construction in the Summer of 2019. Compensation to the engineer for services performed under Task Order No. 8 is based on a lump sum fee of \$64,400.

Mr. Wayne Johnson
Water Systems Superintendent
RE: Task Order No. 8 – LS 9 Improvements and Force Main Replacement
Thief River Falls, MN

August 24, 2018
Page 2 of 2

Thank you for giving us this opportunity to work with you and your staff on this important project. After the City's review and approval, please have the appropriate individual sign and date both copies of the Task Order No. 8 in the spaces marked for the City. Once completed, please return one (1) fully-signed copy of the task order to AE2S for our records. Should you have any questions concerning the contents or Task Order No. 8, please contact me at (218) 299-5610 or on my cell phone at (701) 866-0620.

Thank you for considering AE2S to be a trusted advisor for these services.

In Spirit of Service,

AE2S



Brian R. Bergantini, PE
Operations Manager

Attachments

Task Order No. 8

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 16, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Lift Station (LS) 9 Improvements and Force Main Replacement ("Project")
- B. Description: This Task Order consists of providing Preliminary Engineering Services for the LS 9 Improvements and Force Main Replacement ("Project") for the City of Thief River Falls. The work under this Task Order generally includes: 1) project management and communications; 2) preparing a Basis of Design technical memorandum (TM) summarizing design elements for the force main, lift station, and pond inlet/discharge structures; 3) completing a topographic survey of the force main route; 4) reviewing permits required for completion of the project; 5) preparing a conceptual force main route; 6) reviewing the existing LS 9 layout and identifying items for replacement; and 7) identifying wastewater pond pipe improvements for Ponds 1, 2, and 3. The Scope of Services for the Preliminary Engineering Services is provided in the following section.

2. Services of Engineer

- A. The Engineer shall provide the following Preliminary Engineering Services

Task 1. Project Management and Communication

1. Project Management

- Engineer shall provide administrative services for LS 9 Improvements and Force Main Replacement including supervision of the project team, review of project costs and billings, preparation of invoices, preparation of monthly status reports, and general correspondence.

2. Reporting and Communications

- Engineer will maintain open lines of communication to the Owner including monthly progress reports, project meetings, and telephone and email communications and correspondence for the LS 9 Improvements and Force Main Replacement project.

Task 2. Basis of Design Technical Memorandum

1. Basis of Design

- Engineer will identify project specific design elements pertaining to the lift station modifications and the force main. Elements will include design features such as pipe capacity, pipe diameter/size, pressure class, velocity, bury depth, pipe material,

metallic pipe coatings, pipe joints, isolation valve types and locations, air release valves, drain points, and routing conflicts.

- Engineer will summarize the project elements in a concise TM. The TM will include a summary of the lift station modifications, connection strategy to the pond influent structure, and force main design criteria. The Engineer and Owner will review the content; and Owner's comments shall be submitted to the Engineer within two weeks of review. Owner's edits will be incorporated into the final Basis of Design TM.

Task 3. Topographic Survey

1. Surveying

- Engineer will complete a topographic survey of the existing lift station site and proposed force main route. Survey will include conducting a Gopher State One Call locate and data collection of the existing conditions such as the existing site features, topographic features, and overhead and underground utilities. Engineer will research and map the boundary for right-of-ways associated with the force main route and establish section corners and record monuments.
- Engineer will prepare a topographic and existing conditions drawing incorporating the survey elements collected, suitable for use during future subsequent design phases.

Task 4. Permitting

1. Permits

- Engineer will coordinate with the local governing authority (Pennington County, water resource agency, or other) regarding proposed work near the drainage ditch that parallels Greenwood Street West from LS 9 to Pennington County Highway 16.
- Engineer will request and review existing easements to determine if the easements are adequate for the construction and installation of the proposed force main.
- Engineer will contact the Minnesota Department of Transportation, Pennington Highway Department, and railroad to determine requirements for the force main crossings and the necessary permits.
- Engineer will prepare and submit to the Owner a summary of the known permits required for the construction of the force main.

Task 5. Force Main Routing

1. Force Main Routing

- Engineer will layout a conceptual force main routing from LS 9 to the stabilization ponds influent structure. The layout will identify points of connection, pipeline fittings, valve locations, air release valves, cleanouts, known route obstructions, road crossings, known utilities and possible conflicts, and easement concerns. The routing will be reviewed with the Owner for input and preferences. The Owner approved force main routing concept will be used during future subsequent design phases.

Task 6. Lift Station Improvements

1. Lift Station

- Engineer will work with Owner to identify lift station improvements. The improvements shall include identifying valves, meters, and fittings to be replaced in the lift station. Engineer shall prepare a schematic showing the preferred pipe and valve configuration for connection to both the new and existing force main. The connection to the pond influent structure will be reviewed to identify the connection strategy. The lift station and piping layout into the pond influent structure will be reviewed with the Owner. The Owner approved layout will be used during future subsequent design phases.

Task 7. Pond Pipe Improvements

1. Pond Pipe Improvements

- Engineer will work with Owner to identify specific pond piping improvement concepts. The improvements shall consist of identifying an approach to replace the inlet pipe into Pond 1, identifying an option for the replacement of the sluice gate on the discharge from Pond 2, and identifying a concept for reducing pond sediment scouring during discharges from Pond 3. The concepts will include information on materials, placements, configuration, and other pertinent information on the layout of these improvements. The pond piping concepts shall be reviewed with the Owner. The Owner approved concepts will be used during future subsequent design phases.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

- Provide drawings, specifications, and data on the existing lift station, force main, pond influent structure, ponds, pond piping, and other features necessary for use during preliminary design.
- Provide easement documents for the force main pipeline.
- Obtain permanent and construction easements for the force main.
- Review technical memorandum and documentation with Engineer.

4. **Times for Rendering Services**

<u>Phase</u>	<u>Estimated Completion Date</u>
Preliminary Engineer	January 2019
<u>Interim Milestone</u>	
Topographic Survey	October 2018
TM and Improvement Concepts	December 2018

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Preliminary Engineering</i>	<i>Lump Sum</i>	<i>\$64,400</i>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:** None.

7. **Other Modifications to Agreement:** None.

8. **Attachments:** None.

9. **Documents Incorporated By Reference:** None.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 4, 2018.

OWNER:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ENGINEER:

By: AE2S _____

Name:  _____

Title: Operations Manager _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Wayne Johnson _____

Title: Water Systems Superintendent _____

Address: PO Box 528
Thief River Falls, MN 56701-0528 _____

E-Mail Address: wjohnson@citytrf.net _____

Phone: (218) 681-3809 _____

Fax: (218) 681-5820 _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Richard Wagner, PE _____

Title: Assistant Operations Manager _____

Address: 3101 Frontage Road South
Moorhead, MN 56560 _____

E-Mail Address: Richard.Wagner@ae2s.com _____

Phone: (218) 299-5610 _____

Fax: (218) 299-5611 _____

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#7.07

RESOLUTION NO. : APPROVAL OF CONTRACT WITH ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE PRELIMINARY ENGINEERING OF THE WASTEWATER FORCE MAIN PROJECT

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

WHEREAS, the existing Force Main has developed major corrosion from the hot soil it is encased in on the outside and the acidic wastewater on the inside that causes the pipe to leak. The new PVC Main will resist corrosion and will be bedded in sand to extend the life of the pipe. The proposal would be to have the project completed in 2019 in advance of the Digi Key storm water outlet project completion and the West Side Flood Damage Reduction Project in 2020 so the Force Mains will be placed so they don't conflict with those projects.

THEREFORE, BE IT RESOLVED, by the City Council, to approve the Engineering Contract with Advanced Engineering and Environmental Services for the preliminary engineering of the 20" Wastewater Force Main Project

Presented at the September 4, 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: September 4, 2018

SUBJECT: Fire Code

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

MOTION TO: call for second 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. 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

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.01

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.

Presented at the September 4, 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

#8.02

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: September 4, 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 Second Reading of Ordinance No. xxx and approval 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: (6)

ORDINANCE NO. ___, 3RD SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING THE CITY ZONING DISTRICTS MAP, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 152.998, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. The City Zoning Districts Map is hereby amended by changing the zoning designation of the following described real property from General Industrial District (I-2) to General Business District (C-2):

Lot Two (2), Lot Three (3) and the North Eighty feet (80') feet of Lot Four (4), Block One (1), Millyard Subdivision to Thief River Falls, Minnesota.

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.

Passed by the City Council of Thief River Falls, Minnesota, on the ___th day of September, 2018.

Voting Aye:

Voting No:

Abstaining:

Absent:

Mayor

ATTEST:

City Administrator

Published _____, 2018 in the Times newspaper.

**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 JOHN KERTZ		Phone # 218-689-8316	
Address 325 MAPLE AVE N	City THIEF RIVER FALLS	State MN	Zip 56701
Property Owner (if different from Applicant)			
Name JPK ENTERPRISES, LLC		Phone # 218-689-8316	
Address 325 MAPLE AVE N	City THIEF RIVER FALLS	State MN	Zip 56701
Approximate Location of Property			
Address 216 PENNINGTON AVE		Legal Description LOTS 2, 3 & MILLYARD SUBMISSION NORTH 30' OF LOT 4	
Present Zoning Classification INDUSTRIAL		Present Use 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

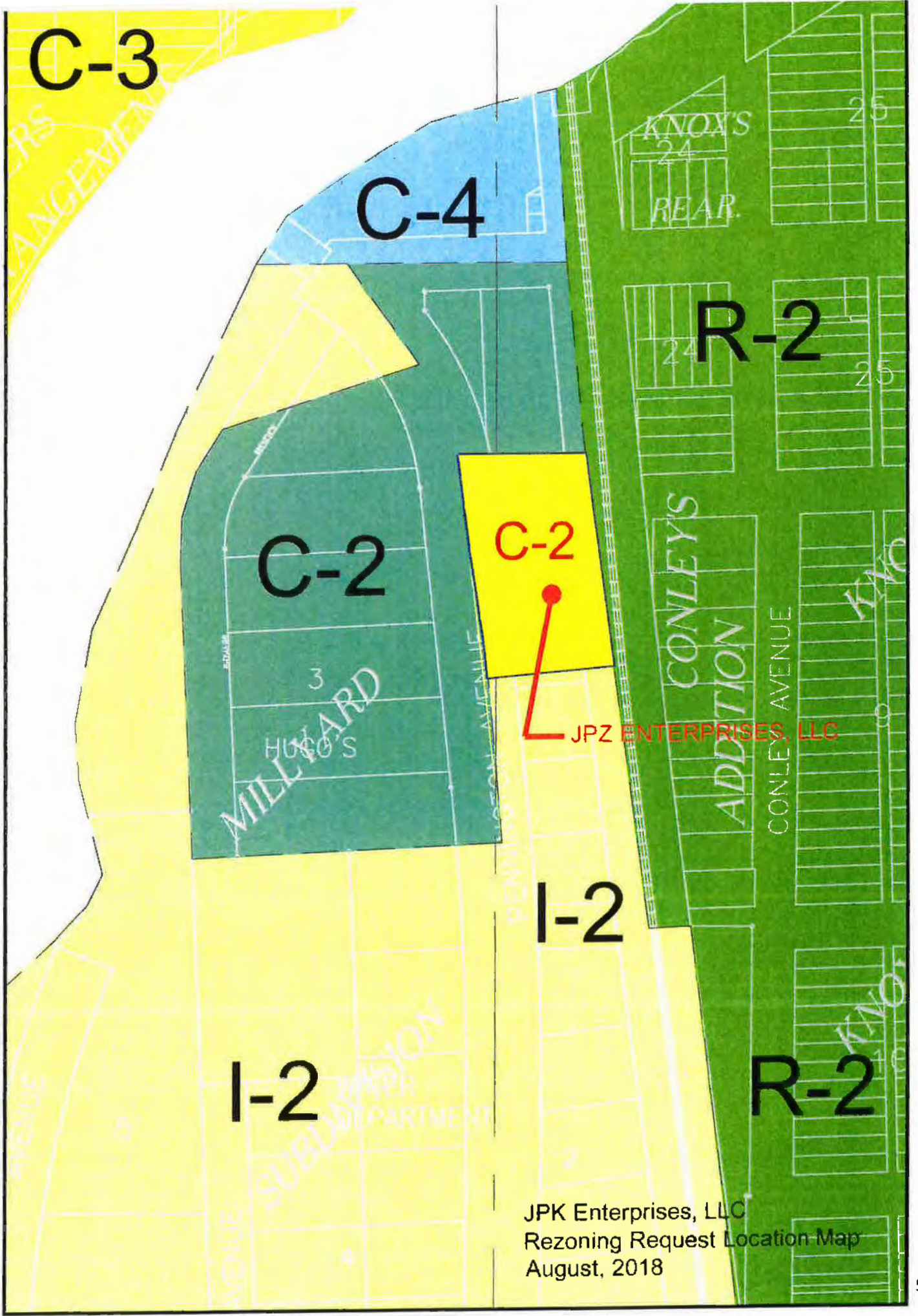
JPZ ENTERPRISES, LLC

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

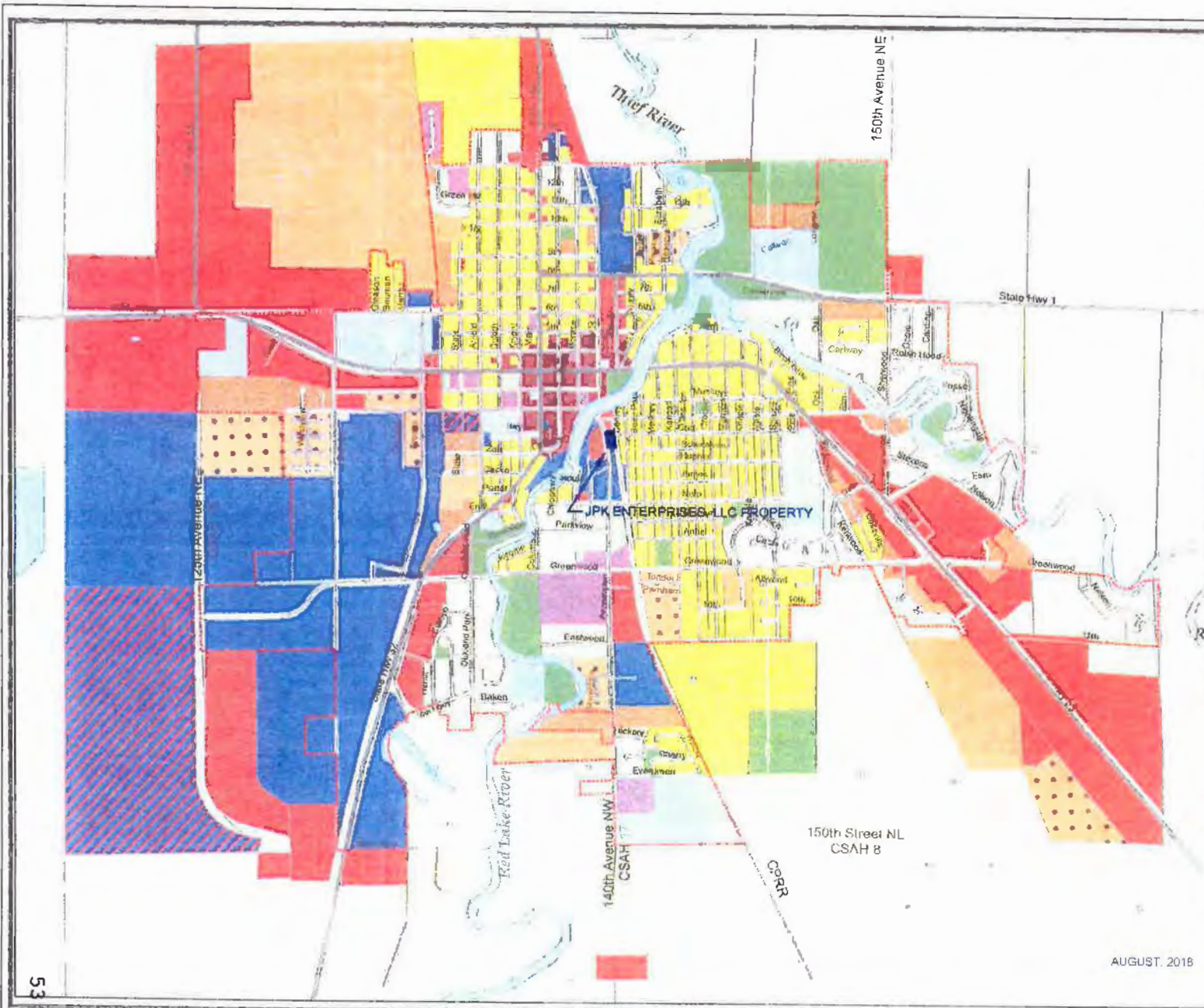
Sources:
City of Thief River Falls
Minnesota DNR
Northwest Associated Consultants



This map is for planning purposes only



AUGUST, 2018



**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.02

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 152 ENTITLED "ZONING CODE" BY AMENDING THE CITY ZONING DISTRICTS MAP, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 152.998, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. The City Zoning Districts Map is hereby amended by changing the zoning designation of the following described real property from General Industrial District (I-2) to General Business District (C-2):

Lot Two (2), Lot Three (3) and the North Eighty feet (80') feet of Lot Four (4), Block One (1), Millyard Subdivision to Thief River Falls, Minnesota.

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.

Presented at the September 4, 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

#8.03

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

Request for Council Action

DATE: September 4, 2018

SUBJECT: Comprehensive Plan Amendment

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

Motion to: Amend the Comprehensive Plan to designate Lots 2, 3 and the north 80 feet of Lot 4, Block 1, Millyard Subdivision as General Neighborhood Commercial.

BACKGROUND: The City of Thief River Falls has a comprehensive plan in place to use as a tool for development and planning. The city's zoning regulations reference certain aspects of the comprehensive plan for compatibility.

KEY ISSUES: The JPK Enterprises, LLC property, legally described above, is identified in the Comprehensive Plan as Industrial. This property has been rezoned to General Business District (C-2) to facilitate the construction of a commercial building. This use is consistent with the adjacent use along that portion of Pennington Avenue. This change requires an amendment to the Comprehensive Plan.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATION: This action will be contingent upon the rezoning approval.

DEPARTMENT/RESPONSIBLE PERSON: Mark Borseth, Public Works
Director

Encl: (2)

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

Notice is hereby given, pursuant to Chapter 152 of the Thief River Falls City Code, that the City of Thief River Falls, Minnesota, is considering amending the Comprehensive Plan regarding parts of Millyard Subdivision.

Amendments would concern designating 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 amendments at 5:00 p.m. on Tuesday, August 14, 2018, in the City Council Chambers, 405 3rd Street East, Thief River Falls, MN. All persons wishing to comment on the amendments will have the option to be heard at that time. Persons who wish to submit written comments prior to the Hearing or who have questions should address them to the office of the 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 Public Works Director at the above address or phone number.

Dated this 27th day of July, 2018

CITY OF THIEF RIVER FALLS

/s/ Mark Borseth
Public Works Director
& Zoning Administrator

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

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



Page 89

COMPREHENSIVE PLAN AMENDMENT
JPK ENTERPRISES, LLC PROPERTY
INDUSTRIAL TO GENERAL/NEIGHBORHOOD COMMERCIAL

AUGUST, 2018

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.03

RESOLUTION NO. : APPROVAL OF COMPREHENSIVE PLAN AMENDMENT

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

WHEREAS, the City of Thief River Falls has a comprehensive plan in place to use as a tool for development and planning. The city’s zoning regulations reference certain aspects of the comprehensive plan for compatibility; and

WHEREAS, The JPK Enterprises, LLC property, legally described above, is identified in the Comprehensive Plan as Industrial. This property has been rezoned to General Business District (C-2) to facilitate the construction of a commercial building. This use is consistent with the adjacent use along that portion of Pennington Avenue. This change requires an amendment to the Comprehensive Plan.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Planning Commission recommendation to amend the Comprehensive Plan to designate Lots 2, 3 and the north 80 feet of Lot 4, Block 1, Millyard Subdivision as General Neighborhood Commercial.

Presented at the September 4, 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

#8.04

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

Request for Council Action

DATE: September 4, 2018

SUBJECT: JPK Enterprises, LLC Property – Variance Request

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

Motion to: Approve a 20' rear yard setback variance for JPK Enterprises, LLC property, legally described as Lot 2, and the north 56 feet of Lot 3, Block 1, Millyard Subdivision to Thief River Falls, Minnesota .

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. This property currently has an access to Pennington Avenue. The city should not allow a second access at this location. To prevent a second access the developer must use 90 degree parking. The proposed use will likely require two rows of parking. The minimum dimension for two rows of parking and a driving lane is 62 feet, which leaves 36 feet remaining for the 20' rear yard setback and the building.

FINANCIAL CONSIDERATIONS: Costs associated with the variance request are paid by the developer.

LEGAL CONSIDERATION: A Public Hearing was held on August 14th at the Planning Commission Meeting.

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") City Code that JPK Enterprises LLC, 216 Pennington Avenue South, Thief River Falls, MN 56701, has applied for a variance to the rear yard setback requirements. The real property is legally described as follows:

Lots 2, and the North 56 feet of Lot 3, Block 1, Millyard Subdivision to Thief River Falls, Minnesota

Notice is further given that the Planning Commission will conduct a Hearing on the Variance 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 Variance 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

/s/ Mark Borseth

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

REZONING (Fee \$150.00)
 APPEALS (Fee \$50.00)
 VARIANCE (Fee \$150.00)
 LAND SUBDIVISION (Fee \$300.00)
 CONDITIONAL USE PERMIT (Fee \$150.00)

Applicant

Name JOHN KERTZ		Phone # 218-689-8316	
Address 325 MAPLE AVE N	City THIEF RIVER FALLS	State MN	Zip 56701

Property Owner (if different from Applicant)

Name JPK ENTERPRISES LLC		Phone # 218-689-8316	
Address 325 MAPLE AVE N	City THIEF RIVER FALLS	State MN	Zip 56701

Approximate Location of Property

Address 216 PENNINGTON AVE	Legal Description BACKYARD SUBDIVISION LOTS 2, 3 & 4 NORTH 30' OF LOT 4
Present Zoning Classification INDUSTRIAL	Present Use STORAGE YARD

Description of Request

REQUESTING VARIANCE FROM TWENTY FOOT BACKYARD SETBACK TO ZERO FOOT BACKYARD SETBACK ON EAST SIDE OF PROPERTY.

Property Owner Signature <i>[Signature]</i>	Date 7.25.18
Applicant Signature <i>[Signature]</i>	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 VARIANCE 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. **Legal description of the location:** Lot 2 and the north 56 feet of Lot 3, Block 1, Millyard Subdivision.
4. **This request is for a Variance to** City Code, Sec. 152.031 (E), Yard Requirements.
5. **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.
6. **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.
7. **Is this a personal hardship?** Yes, the property meets the area requirements, but the configuration of the lot it is difficult to meet the parking requirements and have room to construct a practical building.
8. **Is this a unique situation?** Yes, the lot is on Pennington Avenue and requires limited access due to traffic volume. Parking needs to be 90 degrees to limit road access. Two rows of 90 degree parking and a drive lane to meet the parking requirements limits the buildable area on the narrow lot.
9. **Is this a self-created problem?** No.
10. **Will the Variance create undo hardship on:**
 - A. **The neighborhood?** No.
 - B. **The Comprehensive Plan?** Not if amended.
 - C. **The Zoning Ordinance?** No.
11. **Are Wetlands or Shorelands impacted by this request?** No.
12. **Is this a non-conforming use?** Not if rezoned.
13. **Is this a "use" Variance?** No.
14. **Without the Variance, is there a viable economic return?** Not practical.
15. **Is there a site plan?** Yes – attached.

COMMENTS

See Notice of Hearing, RCA, and Site Plan.

CRITERIA FOR GRANTING VARIANCES

"Practical difficulties" is a legal standard set forth in law that cities must apply when considering applications for variances. It is a three-factor test and applies to all requests for variances. To constitute practical difficulties, all three factors of the test must be satisfied.

1. Reasonableness

The first factor is that the property owner proposes to use the property in a reasonable manner. This factor means that the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line or does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable.

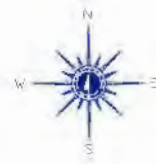
2. Uniqueness

The second factor is that the landowner's problem is due to circumstances unique to the property not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property, such as sloping topography or other natural features like wetlands or trees.

3. Essential character

The third factor is that the variance, if granted, will not alter the essential character of the locality. Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to a lot line and if that fits in with the character of the area.

CITY OF
THIEF RIVER FALLS



JPK ENTERPRISES, LLC PROPERTY

LOCATION MAP
JPK ENTERPRISES, LLC
VARIANCE REQUEST

PENNINGTON AVENUE



**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.04

**RESOLUTION NO. : APPROVAL OF JPK ENTERPRISES, LLC PROPERTY
VARIANCE REQUEST**

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

WHEREAS, 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; and

WHEREAS, the owner of JPK Enterprises, LLC, John Kertz, would like to build a strip mall on the property. This property currently has an access to Pennington Avenue. The city should not allow a second access at this location. To prevent a second access the developer must use 90 degree parking. The proposed use will likely require two rows of parking. The minimum dimension for two rows of parking and a driving lane is 62 feet, which leaves 36 feet remaining for the 20' rear yard setback and the building.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Planning Commission recommendation to approve a 20' rear yard setback variance for JPK Enterprises, LLC property, legally described as Lot 2, and the north 56 feet of Lot 3, Block 1, Millyard Subdivision to Thief River Falls, Minnesota .

Presented at the September 4, 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

#8.05

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

Request for Council Action

DATE: September 4, 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 Second 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 ~~4:00 a.m. and 8:00 a.m.~~ 2:00 a.m. and 6:00 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. 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)

ORDINANCE NO. _____, 3rd SERIES

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 72 ENTITLED "PARKING REGULATIONS" BY AMENDING 72.08 (A) AND ADDING SUBDIVISION (C), TO AMEND THE DATES OF EFFECTIVENESS AND TIMES OF PARKING RESTRICTIONS, AND ALSO ESTABLISHES A PARKING RESTRICTION ON ALL STREETS AND AVENUES IN THE CENTRAL BUSINESS DISTRICT AT DESIGNATED TIMES ALL YEAR ROUND, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 72.08 (A) is hereby amended and 72.08 (C) is hereby added to read as follows:

(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 6:00 a.m. and 9:00 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 6:00 a.m. and 9:00 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, during the year round, any motor vehicle on any street or avenue in the Central Business District between ~~1:00 a.m. and 8:00 a.m.~~ 2:00 a.m. and 6:00 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).

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

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

Passed by the City Council of Thief River Falls, Minnesota, on the ____ day of September, 2018.

Voting Aye:

Voting No:

Abstaining:

Absent:

Mayor

ATTEST:

City Administrator

§ 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 6:00 a.m. and 9:00 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 6:00 a.m. and 9:00 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 2:00 a.m. and 6:00 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
PROPOSED RESOLUTION**

#8.05

AN ORDINANCE OF THE CITY OF THIEF RIVER FALLS, MINNESOTA, AMENDING CITY CODE CHAPTER 72 ENTITLED "PARKING REGULATIONS" BY AMENDING 72.08 (A) AND ADDING SUBDIVISION (C), TO AMEND THE DATES OF EFFECTIVENESS AND TIMES OF PARKING RESTRICTIONS, AND ALSO ESTABLISHES A PARKING RESTRICTION ON ALL STREETS AND AVENUES IN THE CENTRAL BUSINESS DISTRICT AT DESIGNATED TIMES ALL YEAR ROUND, AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THIEF RIVER FALLS ORDAINS:

Section 1. City Code Chapter 72.08 (A) is hereby amended and 72.08 (C) is hereby added to read as follows:

(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 6:00 a.m. and 9:00 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 6:00 a.m. and 9:00 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, during the year round, any motor vehicle on any street or avenue in th Central Business District between 2:00 a.m. and 6:00 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).

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

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

Presented at the September 4, 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

#8.06

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

Request for Council Action

DATE: September 4, 2018

SUBJECT: 2018 Snow Removal Policy

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

Motion to: Approve the 2018 Snow Removal Policy

BACKGROUND: The City of Thief River Falls has a snow removal policy for streets, trails and sidewalks. This policy provides direction for staff on snow removal operations and protects the city from liability relating to the amount of snow on streets and sidewalks and the time and order in which it is removed.

KEY ISSUES: Each year the policy is reviewed, new streets and sidewalks are added and the updated policy is adopted. The existing policy was incorporated with the League of Minnesota Cities model ordinance and reviewed in great detail with the Public Works Committee. The Public Works Department this policy merges snow removal efforts between the Street/Sanitation and Park staff to better utilize people and equipment.

FINANCIAL CONSIDERATIONS: None.

LEGAL CONSIDERATION: The policy protects the city from liability.

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

Encl. (1)

City of Thief River Falls, Minnesota
Snowplowing Policy
September, 2018

1. Introduction

The city of Thief River Falls, Minnesota, finds that it is in the best interest of the residents of the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will attempt to provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

2. Start Snow or Ice Control Operations

The Street/Sanitation Foreman will decide when to begin snow or ice control operations for streets based on a scheduled starting time of 2:00 A.M. The criteria for that decision are:

- A. Snow accumulation of two (2) inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than two (2) accumulative inches.

The Park Foreman will decide when to begin snow or ice control operations for sidewalks based on a scheduled starting time of 4:00 A.M. The criteria for that decision are:

- A. Snow accumulation with no minimum depth;
- B. Drifting of snow;
- C. Icy conditions; and
- D. Opening of sidewalks filled in by street and avenue plowing operations.

Scheduling overtime weekend work is determined by snow amounts, time of snowfall and financial considerations.

3. How Snow will be Plowed

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right on two-way streets. On one-way streets or where there is a center boulevard, snow may be pushed in either direction. The discharge shall go onto the boulevard area of the street. Snow on cul-de-

sacs will normally be plowed to the center in an attempt to provide the largest turning radius possible for emergency vehicle ingress and egress. When a plow goes on a bridge, the driver shall slow down so snow does not go over the bridge, if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. **Priorities and Schedule of Streets to be Plowed**

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Priority routes are high volume streets that connect major sections of the city and provide access for emergency fire, police, medical services and schools. These are generally the Central Business Area and Priority 1 streets and avenues.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. The first area plowed will be Central Business Area – 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 LaBrec Avenue east to the former hospital emergency entrance).

The motor graders will plow the Central Business Area roadways first and then proceed to clean streets based on the following priorities (see attached map):

Priority 1

Atlantic Avenue, First Street, Barzen Avenue, Technology Street, Digi-Key Drive, Brooks Avenue, Pennington Avenue, Evergreen Street to Challenger Elementary School entrance road, Nora Street, Spruce Avenue, Greenwood Street, Arnold Avenue south of Third Street, Sixth Street, Davis Avenue, Edgewood Drive, and the frontage roads.

While the motor graders are plowing the Central Business Area and main arteries, two loaders will plow snow from the municipal parking lots as per the City's calendar parking ordinance. When the lots are cleaned, one loader with a snow plow will assist the motor graders and the other will plow alleys in the Central Business Area.

Priority 2

At approximately 6:00 a.m., after the Central Business Area and main arteries are cleared, the two motor graders will separate and clear the streets and avenues on either side of town (the east and the west sides of the river) based on the following schedule:

Monday, Wednesday and Friday: Avenues, including Red Lake Boulevard
Tuesday, Thursday and Saturday: Streets, Courts, Cul-de-sacs, Drives and Lanes

Priority 3

Once the Priority 1 and Priority 2 streets and/or avenues have been plowed of snow, the remainder of all roads in the City will be plowed and all township or county roads where executed agreements are in place.

Two pickup trucks with snow plows will plow residential alleys and assist in the Central Business Area.

After an unusually heavy snowfall, additional equipment will assist the two motor graders and loaders to open up all City streets and avenues as soon as possible.

5. Snow Removal

The Street/Sanitation Foreman will determine if and when snow will be removed from the area by truck. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

After completion of snow plowing, typically the third day if no additional snow events occur, snow removal will be scheduled in the Central Business Area and the MnDoT highway system using one loader with snow blower, two motor graders and four trucks starting at 2:00 a.m.

Removal of snow piles from private and public businesses will be on a time available basis.

6. Work Schedule for Snowplow Operators

Snowplow operators will be expected to work their assigned shifts. In severe snow emergencies, operators sometimes have to work longer shifts, but will be paid overtime for hours in excess of 40 per week, or pursuant to any collective bargaining contract language.

7. Traffic Regulations

The city recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets, except for

regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

8. Weather Conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and ice control operations include: severe cold, significant winds, and limited visibility.

9. Use of Sand, Salt, and Other Chemicals

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

Anti-Icing techniques will be used prior to snow and ice events when appropriate with sanding operations beginning 2 hours after snow plowing starts in the same priority order.

10. Sidewalks

The City will remove most of the snow from the following designated public sidewalks, sidewalks adjacent to city owned property and trails not designated as seasonal within 48 hours of a snowfall. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along public streets adjoining their property within 48 hours. Reoccurring snow and wind events will extend the 48 hour timeline for the event. This includes any snow plowed from public streets onto the sidewalk. The list of these sidewalks and trails is as follows (see attached map):

- Falls Liquor, City Hall, former HDR Building, former ITS Building, Fire Department, Public Library, Carnegie Library (includes parking lots at these facilities)
- Old Arena and former City Auditorium as per lease with Pennington County
- Municipal Lot #4, Floyd B. Olson Park
- Sidewalks adjacent to Ralph Engelstad Arena and Huck Olson Arena
- The north side of First Street from Main Avenue to Pennington Avenue
- River Walk from First Street to Sioux Street
- The north side of First Street from Pennington Avenue to Crocker Avenue
- The west side of Crocker Avenue from First Street to Mussey Street

- The south side of First Street from Crocker Avenue to Highway 59
- The east side of Spruce Avenue from Gulf Street to Highway 59
- The north side of Highway 59 from First Street to Atlantic Avenue
- The south side of Highway 59 from Davis Avenue to Spruce Avenue
- Veterans' Garden
- The north side of Eighth Street from Main Avenue to Oak Avenue
- The north side of Greenwood Street from Oakland Park Road to Columbia Avenue
- The south side of Greenwood Street from Oakland Park Road to Barzen Avenue
- The south side of Greenwood Street from Columbia Avenue to Pennington Avenue
- The north side of Greenwood Street from Pennington Avenue to Kendall Avenue
- Pedestrian Crosswalk Landings at Greenwood Street and Spruce Avenue
- The west side of Pennington Avenue from Greenwood Street to Evergreen Street
- The south side of Evergreen Street from Pennington Avenue to Cherry Road
- Sidewalk from Cherry Road to Apple Tree Court

Residents are obligated to clear the balance of remaining snow from the above sidewalks adjacent to private properties within 48 hours of the snowfall, according to City ordinance.

11. Mailboxes

Damage to a mailbox is a risk that snowplow operators face during their winter plowing requirements. The city will conduct a review of each mailbox damage claim to determine whether the city has any legal responsibility for the damage and, if so, to replace or provide reimbursement for the mailbox. If the city, in its discretion, determines that reimbursement or replacement is appropriate, the city may:

- 1) At the mailbox owner's request, replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a swing away metal support post, both which will be installed by the city;
- 2) Provide reimbursement in a reasonable amount for the mailbox and support posts that meet the city's ordinance standards, as well as state and federal requirements for mailbox size, support and placement.

12. Complaint Procedure

Complaints will be recorded on telephone logs. Calls requiring service will be transferred to a work request and forwarded to the appropriate foreman for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

13. Deviation from Policy

The Street/Sanitation Foreman may deviate from this policy when in his or her judgment it is

in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change is to be in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

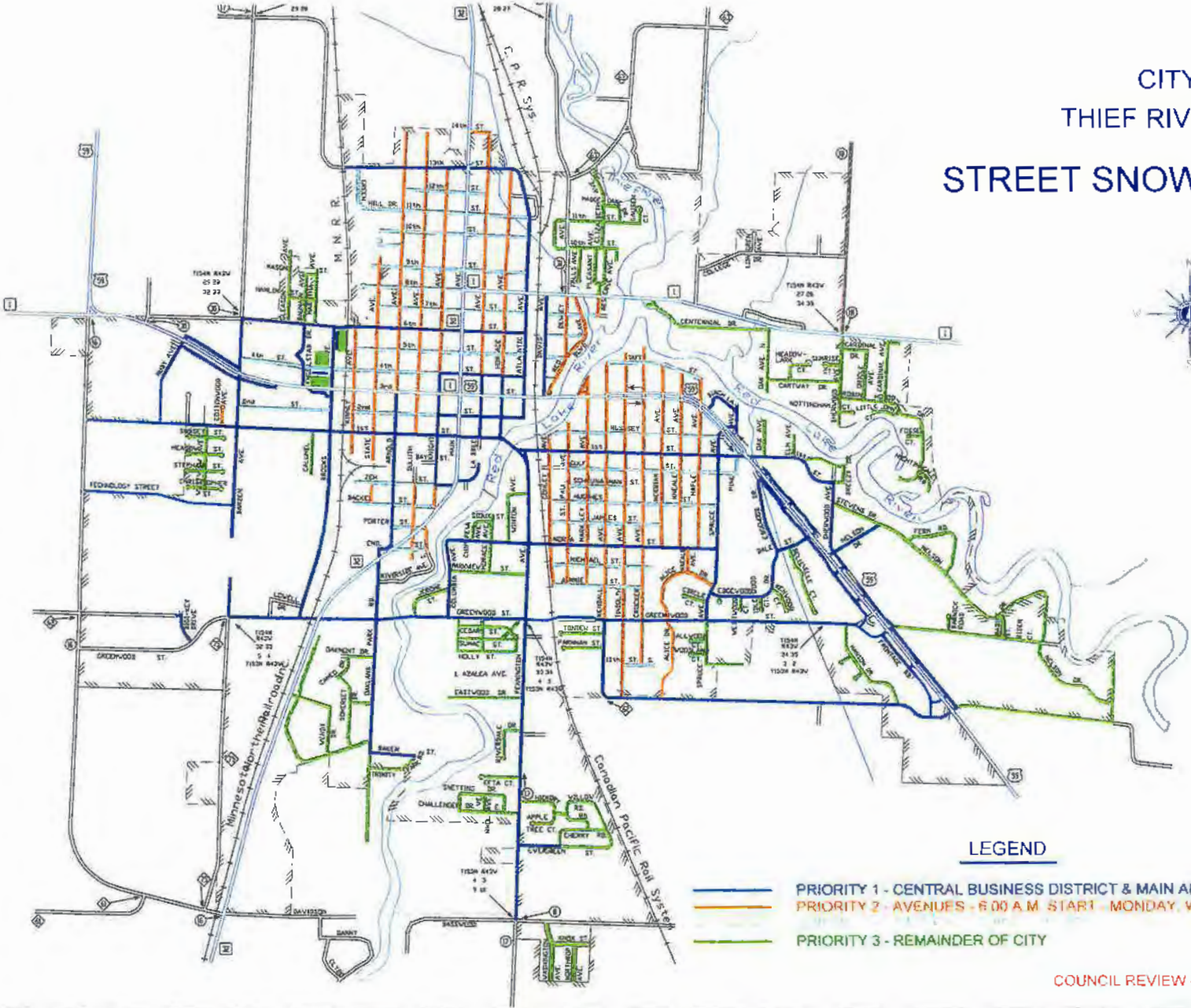
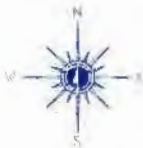
14. Review and Modification of Policy

The Public Works Director shall keep on file all comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

15. Deviation from Policy

The Street/Sanitation Foreman and Park Division Foreman, under the direction of the Public Works Director, shall be responsible for the City's snow removal and shall use their best judgement in directing snow and ice control operations. The decisions shall be based on the best interest of the City with due regard for safety of the operators, traveling public, capabilities of the equipment, and budget constraints.

CITY OF THIEF RIVER FALLS STREET SNOW REMOVAL MAP

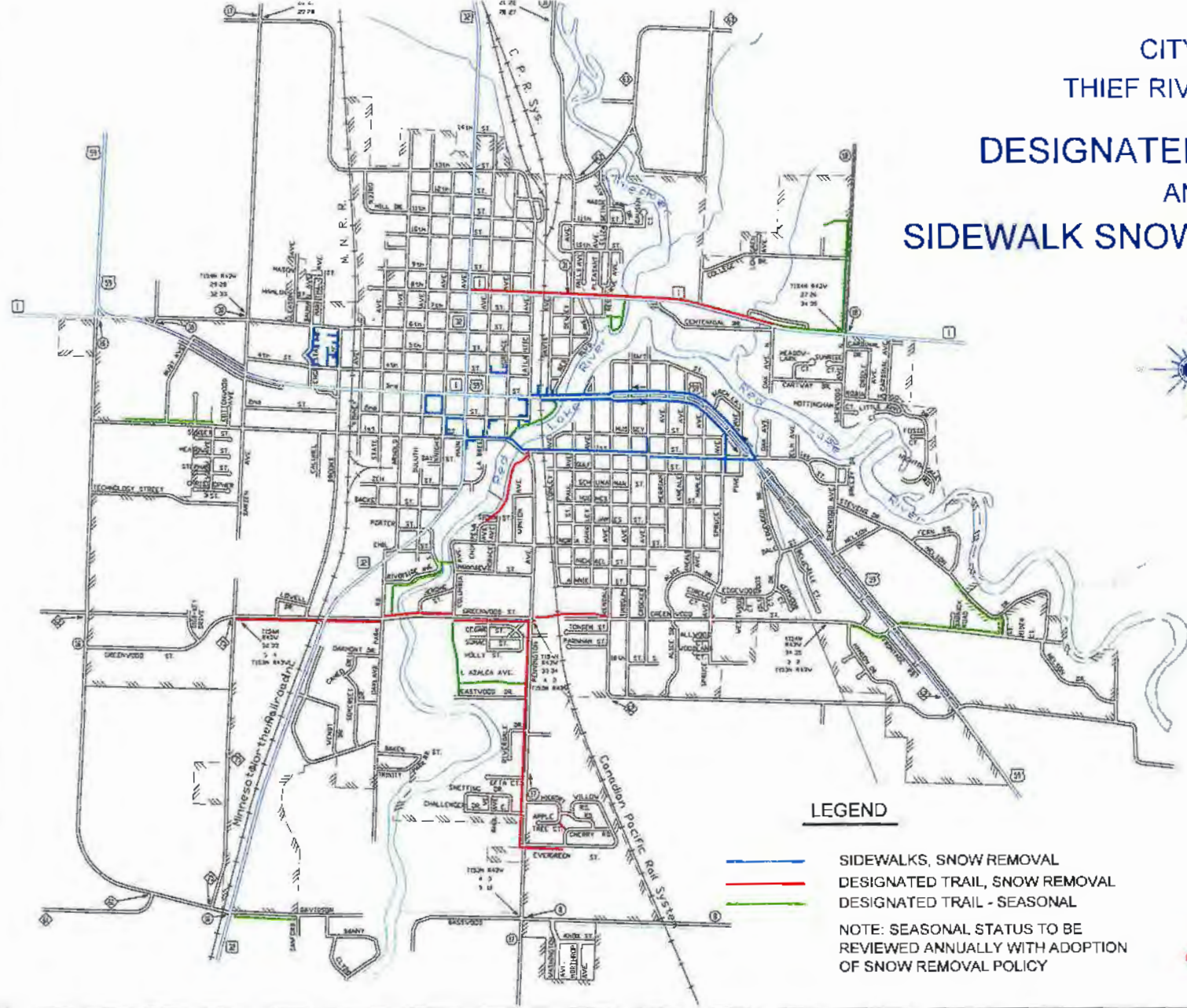
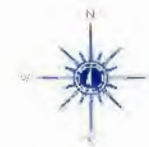


LEGEND

- PRIORITY 1 - CENTRAL BUSINESS DISTRICT & MAIN ARTERIES - 2:00 A.M. START - FIRST DAY
- PRIORITY 2 - AVENUES - 6:00 A.M. START - MONDAY, WEDNESDAY, FRIDAY
- PRIORITY 3 - REMAINDER OF CITY

COUNCIL REVIEW - SEPTEMBER 4, 2018

CITY OF
THIEF RIVER FALLS
DESIGNATED TRAIL MAP
AND
SIDEWALK SNOW REMOVAL MAP



LEGEND

- SIDEWALKS, SNOW REMOVAL
 - DESIGNATED TRAIL, SNOW REMOVAL
 - DESIGNATED TRAIL - SEASONAL
- NOTE: SEASONAL STATUS TO BE REVIEWED ANNUALLY WITH ADOPTION OF SNOW REMOVAL POLICY

COUNCIL REVIEW - SEPTEMBER 4, 2018

**CITY OF THIEF RIVER FALLS
PROPOSED RESOLUTION**

#8.06

RESOLUTION NO. : APPROVAL OF 2018 SNOW REMOVAL POLICY

The City Council reviewed a Request for Council Action. Councilmember _____ introduced Resolution No. , being seconded by Councilmember _____, that:

WHEREAS, the City of Thief River Falls has a snow removal policy for streets, trails and sidewalks. This policy provides direction for staff on snow removal operations and protects the city from liability relating to the amount of snow on streets and sidewalks and the time and order in which it is removed; and

WHEREAS, each year the policy is reviewed, new streets and sidewalks are added and the updated policy is adopted. The existing policy was incorporated with the League of Minnesota Cities model ordinance and reviewed in great detail with the Public Works Committee. The Public Works Department this policy merges snow removal efforts between the Street/Sanitation and Park staff to better utilize people and equipment.

THEREFORE, BE IT RESOLVED, by the City Council, to accept the Public Works Committee recommendation to approve the 2018 Snow Removal Policy.

Presented at the September 4, 2018 Council Meeting

Introduced by: _____

Seconded by: _____

Roll Call (if required):

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

Notes: _____

