



PELICAN RAPIDS

CITY COUNCIL AGENDA

June 8, 2023

Tuesday, June 13, 2023

4:30 p.m.

Council Chambers, 315 N. Broadway

1. Call to Order
 - a) Roll Call of Members
 - b) Welcoming Remarks
 - c) Announcements
 - d) Pledge of Allegiance
2. Citizen's Comments. *Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification or explanation, but no council action or discussion will be held on these items.*
3. Additions / Deletions to Agenda (*City Council or City Staff Only*)
4. Approval of Consent Agenda. *The following are non-controversial items intended to be approved with one motion, without discussion. If a council member, staff, or member of the public would like to discuss an item(s), please ask that it be removed and it will be placed elsewhere on the agenda.*
 - a) Approval of Council Minutes – May 30, 2023
 - b) Approval of Accounts Payable Listings
 - c) Staff Reports
 1. Financial Report (In Packet)
 2. Police Report (In Packet)
5. Street And Parks Report – Brian Olson
6. Tax Abatement Hearing at 5:00 p.m.
 - Resolution 2023-15 Approving Property Tax Abatements (In Packet)
7. Houston Engineering Update – Wes Keller
 - Pelican Pete Steps
8. Downtown Redesign - Tom Pace
9. Resolution 2023-16 Joint Cooperative Agreement For Use Of Emergency Operations Personnel And Equipment (In Packet)
10. City/DNR Dam Grant Contract Amendment #2 (In Packet)
11. MDH Grant Agreement (In Packet)
12. Resolution 2023-17 State of Minnesota Department of Transportation and City of Pelican Rapids Routine Maintenance Agreement (In Packet)
13. Resolution 2023-18 Department of Natural Resources Outdoor Recreation Grant E.L. Peterson Park Deed Requirements (In Packet)
14. Update Pool Contract (In Packet)
15. Petition for Annexation (In Packet)
16. Wage Study Results (In Packet)
17. Subordination Of Right Of First Refusal And Declaration (In Packet)

18. Airport Rules And Regulations Discussion (In Packet)
19. Library Report – (In Packet)
20. Administrator Report
21. Mayor Report
22. Adjourn

CITY OF PELICAN RAPIDS COUNCIL MEETING MINUTES – 05/30/2023

The City Council of Pelican Rapids met in regular session at 4:30 pm on Tuesday, May 30, 2023 in Council Chambers, City Hall.

Mayor Frazier called the meeting to order at 4:30 pm.

Clerk-Treasurer Danielle Harthun took roll call.

Mayor Brent E. Frazier and four members of the Council were present at roll call:

Council Member Steve Strand

Council Member Curt Markgraf

Council Member Kevin Ballard

Council Member Steve Foster

Other city staff present: Administrator Lance Roisum, Clerk-Treasurer Danielle Harthun,

Accounting Clerk Onnalee Miller Krump, Superintendent Brian Olson

General Attendance: Iris Ohman, Brian Shores, Gary Toftely, Mark Dokken, Judy Tabbut, Justin Fure, Joe Clauson, John Waller III, Wes Keller and Lou Hoglund from the Pelican Press were present.

The Mayor welcomed everyone to the Council Meeting.

All present stood and said the Pledge of Allegiance.

Motion by Strand, seconded by Foster to approve the agenda with the addition of No. 22 Liquor Store THC products. Motion passed unanimously.

Motion by Foster, seconded by Markgraf to approve the consent agenda.

- a. Approval of Council Minutes – May 9, 2023
- b. Approval of Accounts Payable Listing
- c. Staff Reports
 1. Utilities Reports
 2. Liquor Store Report
- d. Park Board Minutes
- e. Planning Commission Minutes April 10, 2023
- f. Club On- Sale Liquor License and Sunday On-Sale to Donna Mattern on behalf of Gilmore Weik Post 5252
- g. Malt Liquor License to Luke Loerzel as Proprietor for Paul's of Pelican Inc.
- h. Malt, Liquor and Wine with Strong Beer to Cheryl Ann King as Proprietor for Muddy Moose Company.
- i. On-Sale Intoxicating Liquor License and Sunday On-Sale to Aurora Escobar as Proprietor for Taqueria Escobar.

Motion passed unanimously.

Justin Fure, Pelican Rapids Area Chamber of Commerce, updated Council on Pelican Fest plans for 2023. They are asking for Council approval to close down West Mill on July 7 from noon to 8 pm so they can have Food Truck Friday. The parade will be the same

CITY OF PELICAN RAPIDS COUNCIL MEETING MINUTES – 05/30/2023

route as last year on Saturday July 8. Motion by Ballard, seconded by Foster to close West Mill on July 7 for Pelican Fest. Motion passed unanimously.

Council discussed the relocation of the Cannon to Veteran's Memorial River Park. The Park Board is supportive of this move. The City will have no cost in the move as the VFW has agreed to move it at their cost later this fall. Motion by Strand, seconded by Ballard to allow the cannon be moved to Veteran's Memorial River Park. Motion passed unanimously.

Mark Dokken spoke to Council about moving the boundary lines on parcel 76000990766000. His neighbor at 19 Swan Blvd, Troy Seter, would like to purchase a portion of the parcel to build a detached garage. Mr. Dokken would also like to change the boundary line and add land to his parcel at 13 Swan Blvd too. This was presented to the Planning Commission at their last meeting, and they recommended Council approve the adjustment. Motion by Strand, seconded by Markgraf to approve the recommendation of adjusting the boundary lines of parcel 76000990766000. Motion passed unanimously.

Seter's are seeking a variance to put up a detached garage in what will be their front yard once they purchase the property from Dokken's. Motion by Markgraf, seconded by Strand to introduce Resolution 2023-13 entitled; **RESOLUTION 2023-13 FOR ADOPTING FINDINGS OF FACT AND REASONS FOR APPROVAL FOR VARIANCE APPLICATION OF TROY SETER AT 19 SWAN BLVD.** (A complete text of this resolution is part of permanent public record in the City Clerk's office.) Motion passed and resolution declared duly adopted.

The Lakeview Cemetery Board is struggling to find board members. The current board is ready to turn the cemetery over to the City. The cemetery board attended the Planning Commission and John Waller said he would try to help find board members. He has found one so far. Council encouraged Mr. Waller to continue looking for cemetery board members until the next Planning Commission meeting. The cemetery board will check with their lawyer to see what their options are.

Wes Keller from Houston Engineering provided Council with an update on the River Restoration/Dam Removal Project. The project is going well and may finish before scheduled. He presented Pay Request No. 4 for \$457,546.15 for Rachel Contracting. Motion by Foster, seconded by Strand to approve the pay request for Rachel Contracting. Motion passed unanimously.

Wes Keller then reviewed Change Order No. 3 for Rachel Contracting to Haul and Dispose of Contaminated Material for \$4,800. Motion by Strand, seconded by Markgraf to approve the change order. Motion passed unanimously.

CITY OF PELICAN RAPIDS COUNCIL MEETING MINUTES – 05/30/2023

Wes Keller presented two invoices from Houston Engineering. One was for professional services for the Pedestrian Bridge for \$25,338.91 and the other was for the River Restoration and Dam Removal for \$23,450.04. Motion by Strand, seconded by Markgraf to approve the Houston Engineering pay requests. Motion passed unanimously.

Wes Keller presented a stairway proposal to Council. The City can keep the lower stairs and replace upper stairs since they are starting to deteriorate. He does not have a cost estimate yet so Council will discuss at the next meeting. He also let Council know that Pelican Pete has leg corrosion that will have to be repaired before he is moved.

Council decided to have a Pool Work Session on Friday, June 2, 2023 at 8 am.

Administrator Roisum reviewed the LCSC Technology Services Agreement with Council. This is the same as previous years. Motion by Strand, seconded by Markgraf to approve the agreement. Motion passed unanimously.

Administrator Roisum reviewed the Drug and Alcohol Testing for Commercial Drivers Policy. This policy is required. It appears the City has been following it with no policy in place. Motion by Ballard, seconded by Foster to approve the Drug and Alcohol Testing for Commercial Drivers Policy. Motion passed unanimously.

The City received information on a property owner who would like to build a house and use the housing incentive of tax abatement. Motion by Markgraf, seconded by Foster to introduce Resolution 2023-11 entitled; **RESOLUTION 2023-11 CALLING FOR A PUBLIC HEARING ON A PROPERTY TAX ABATEMENT**. (A complete text of this resolution is part of permanent public record in the City Clerk's office.) Motion passed and resolution declared duly adopted.

Council reviewed the two-year agreement for reimbursement of airport maintenance and operation. Motion by Ballard, seconded by Foster to introduce Resolution 2023-12 entitled; **RESOLUTION 2023-12 AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**. (A complete text of this resolution is part of permanent public record in the City Clerk's office.) Motion passed and resolution declared duly adopted.

The High School would like to realign the drop off in front of the school with 4th Avenue during the 2024 Complete Streets Project. The City is required to add it to the project and is responsible for payment and the School will reimburse the City. Motion by Strand, seconded by Foster to introduce Resolution 2023-12 entitled; **RESOLUTION 2023-14 RESOLUTION 2023-14 FOR SP 5618-117 (PELICAN RAPIDS SCHOOL)**. (A complete text of this resolution is part of permanent public record in the City Clerk's office.) Motion passed and resolution declared duly adopted.

CITY OF PELICAN RAPIDS COUNCIL MEETING MINUTES – 05/30/2023

The City can choose who will do the engineering work for the school drop off. Motion by Strand, seconded by Markgraf to have KLJ do the design work as they are doing the rest of the Complete Streets Project. Motion passed unanimously.

The City was contacted by Great Plains Natural Gas Company. It is time to renew the franchise agreement. The City Attorney has reviewed. Motion by Markgraf, seconded by Ballard to introduce the following written ordinance: **ORDINANCE NO. 2023-01; AN ORDINANCE GRANTING TO GREAT PLAINS NATURAL GAS CO., A DIVISION OF MONTANA-DAKOTA UTILITIES CO., A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.** Motion passed unanimously. (A complete text of this ordinance is part of permanent public record and will be in effect and in full force upon publication.)

Clerk-Treasurer Harthun informed Council that Utility Clerk Mary Gamble has put in her notice. Her last day is June 2, 2023.

The Liquor Manager would like to start selling THC products. The City's moratorium is up in August and staff will start working on a policy.

Administrator Roisum reported that since the last meeting he has; worked with Clerk and Mayor to set city council agenda and prepped for the council meeting; attended a Department Head Meeting; worked with Flaherty and Hood on the wage study and implementation options; attended the 2024-25 project open house at the Fine Arts Auditorium; attended the City Members Networking Luncheon at Lakes Country Service Cooperative; attended a River Restoration meeting; met with Fire Chief Steeves, Assistant Fire Chief Hanson, Police Chief Stadum, and Clerk/Treasurer Harthun to discuss a Public Safety Mental Health Policy; met with Loss Control Consultants Marc Dunker and Olivia Bontems from the League of Minnesota Cities; attended a Planning Commission meeting; the Mayor and I met with Ron Ziegler from CEDA and their new hire for the Pelican Rapids position Jordan Grossman; worked with Apex Engineering on the PFA application for the 2024-25 project; and work on a Historic City Hall Meeting Room Policy.

Mayor Frazier reported that since the last meeting he has; continued to submit weekly columns to the Pelican Press, continued to visit with area businesses, attended a City Staff Wage Study Meeting at City Hall on May 10 with Administrator Roisum and Clerk Harthun, conducted three tours and discussion of the River Restoration Project with 5th grade classes from the Viking Elementary School on May 10, attended the 2024 Complete Streets Project Hybrid Open House at the High School Fine Arts Auditorium on

CITY OF PELICAN RAPIDS COUNCIL MEETING MINUTES – 05/30/2023

May 11, met on May 17 with Fergus Falls Mayor Ben Schierer regarding a West Central Initiative Project focusing on elected officials, met on May 17 with Great Plains Natural Gas Company personnel regarding a company representative stationed in our community since the retirement of Bryan Nessel and was informed no one will be stationed here, conversed by phone with State Senator Jordan Rasmussen a couple of times regarding the \$1.5 million in bonding money from the 2023 State Legislative Session for the proposed Swimming Pool/Aquatic Center, had telephone conversation on May 22 regarding the future of the former Baptist Church building and land parcel, attended a River Restoration Project/Dam Removal Meeting on May 23 at City Hall with Administrator Roisum, Superintendent Olson, and personnel from the Minnesota Department of Natural Resources, Rachel Construction, Schroeder Construction, and Houston Engineering, attend a CEDA Meeting at City Hall on May 23 with Administrator Roisum, Jordan Grossman and Ron Ziegler joining by Zoom, presented the Welcome Speech at the 2023 Memorial Day Service at the High School Fine Arts Auditorium on May 29, met with Administrator Roisum at City Hall on May 30 to plan the agenda for this afternoon's Council Meeting, and conducted a "Conversations with the Mayor" session on May 30 at Historic City Hall.

Motion by Strand, seconded by Markgraf to adjourn the City Council meeting at 6:12 pm. Motion passed unanimously.



Danielle Harthun
Clerk-Treasurer

CITY OF PELICAN RAPIDS

City Bill Listing

06/08/23 12:06 PM

Vendor Name	Comments	Amount
ARAMARK	PK/STR; LINEN SERVICE	\$115.81
ARCO	ALL; FUEL	\$779.18
BALLARDS SANITATION, INC.	ALL; GARBAGE SERVICE	\$210.69
BELL BANK CREDIT CARD	CH/CLK; ZOOM FEES/MEMBERSHIP	\$67.17
BRANDON COMMUNICATIONS, INC	FD; RADIO CHARGERS	\$322.96
CITY OF PELICAN RAPIDS	FD; UTILITIES	\$93.06
CULLIGAN OF DETROIT LAKES	STR; WATER	\$72.75
FIRST INTERNATIONAL INSURANCE	AIR; INS RENEWAL 2023-2024	\$2,014.00
GARDEN PLEASURES	PK; STR/PK PLANTERS	\$3,815.31
GOPHER STATE ONE CALL	SWR/WTR; LOCATES	\$51.30
GRAND FORKS FIRE EQUIPMENT	FD; GLOVES	\$133.37
HAMS, JENNIFER	CH/HCH/FD/STR; CLEANING	\$4,225.00
HAWKINS, INC	WWTF; CHEMICALS	\$11,723.93
JOHNSON JET-LINE INC	SWR; PLUGGED SEWER LINE	\$2,625.00
KJ RENTALS, LLC	PD/CH; GARAGE RENTAL	\$210.00
LAKE REGION ELEC COOP	SIGN/AIR; UTILITIES	\$101.58
LARRYS SUPER MARKET	PD; EDUCATION	\$46.30
LOCATORS AND SUPPLIES, INC	STR; MEASURING WHEEL	\$67.89
MARCO	ALL; COPIES/PRINTING	\$313.83
MINNESOTA MOTOR COMPANY	PD; FLOOR MATS	\$185.00
MN DEPT OF TRANSPORTATION	ANNUAL PERMIT	\$60.00
MOENKEDICKS WINDOW WIZARD	FD/HCH/CH; WINDOW CLEANING	\$179.00
MR PLUMBER, LLC	PK/CH/WTR/SWR; SPRINKLER/SINK/METER	\$674.08
NAPA	STR; HYDRAULIC FITTINGS	\$132.00
NELSON ELEC MOTOR REPAIR	WWTF; SUMP PUMP REPLACEMENT	\$3,494.00
NETWORK CENTER, INC	ALL; COMP SERVICE	\$112.00
OTTERTAIL POWER	ALL; UTILITIES	\$12,048.65
PARK REGION CO OP	ALL; FUEL	\$1,149.90
POSTMASTER	CH; ANNUAL POST OFFICE BOX	\$146.00
POWERPLAN RDO	PK; GEAR DRIVE	\$1,588.52
QUADIENT	ALL; POSTAGE	\$796.42
QUADIENT LEASING USA INC	PD/STR/WTR/SWR; POSTAGE METER LEASE	\$486.30
RMB ENVIRONMENTAL LABORATORIES	WCT LAB TESTING	\$375.72
SHERWIN WILLIAMS	STR; PUMP REPAIR FOR STRIPER/PAINT	\$1,904.97
SOUTHTOWN	CH/PD; FUEL	\$511.52
STRAND HARDWARE	ALL; REPAIR & MAINT SUPPLIES	\$346.89
STREICHERS	PD; UNIFORMS	\$95.00
SWANSONS REPAIR INC	FD; PUMP PARTS	\$728.85
VERIZON WIRELESS	ALL; COMMUNICATIONS	<u>\$393.13</u>
		\$52,397.08

**Liquor Store Bill Listing
June 13, 2023**

Vendor Name	Comments	Amount
BALLARDS SANITATION, INC.	LS; GARBAGE SERVICE	\$35.14
BELLBOY CORPORATION	LS; LIQ	\$5,532.54
BERGSETH BROS. CO. INC	LS; BEER/NA/MIX/LIQ	\$22,103.90
BEVERAGE WHOLESALERS, INC	LS; NA/BEER/MIX	\$11,918.70
CITY OF PELICAN RAPIDS	LS; UTILITIES	\$38.28
DACOTAH PAPER CO	LS; BAGS	\$176.02
DS BEVERAGES, INC	LS; MIX/BEER/NA	\$18,487.91
JOHNSON BROTHERS LIQUOR CO	LS; LIQ	\$12,856.10
MARCO	LS; COPIES/PRINTING	\$20.74
MCKINNON CO. INC	LS; MIX	\$77.38
OTTERTAIL POWER	LS; UTILITIES	\$600.29
POSTMASTER	LS; PO BOX FEE RENEWAL	\$68.00
SOUTHERN GLAZERS	LS; LIQ/WINE	<u>\$1,378.45</u>
		\$73,293.45

Vendor Name	Purpose	Amount	Account #
✓ Amazon	ihrd-dqyc-4fyt	\$92.89	21145500200
✓ Amazon	ihrd-dqyc-4fyt	\$29.99	21145500455
✓ Arvig	phone& fax	\$134.75	21145500320
✓ Ballard Sanitation	Utilities	\$67.81	21145500380
✓ Cengage Learning	large print books	\$203.73	21145500435
✓ Great Plains natural Gas	utilities	\$489.31	21145500380
✓ Hoopla Digital	May 2022 usage	\$819.92	21145500440
✓ Ingram	books	\$1,742.50	21145500435
✓ Liberty Business	May copy contract	\$207.89	21145500200
✓ Midwest Tape	dvds, kids dvds, and audios	\$74.21	21145500440
✓ Otter Tail Power	utilities	\$451.82	21145500380
✓ Stein's Inc	floor scrubber tune up	\$292.81	21145500401
✓ Wrigg, Annie	cell phone	\$75.48	21145500320
✓	April and May postage	\$23.32	21145500200
Total		\$4,706.43	

VRB

Done 4/20/2023
v/s

Vendor Name	Purpose	Amount	Account #
✓ Climate Makers	annual service contract	\$4,366.00	21145500401
Total		\$4,366.00	

ready for me
v15



**CITY OF PELICAN RAPIDS
CASH RECAP
MONTH-END May 31, 2023**

		CASH BALANCE
FUND 101	GENERAL FUND	\$ 5,746,404.63
FUND 209	TIF 2-9 UNIQUE HOUSING	\$ 30,354.69
FUND 210	TIF 1 FUND REDEVELOPMENT	\$ 399.61
FUND 211	LIBRARY	\$ 37,647.35
FUND 225	AMERICAN RESCUE PLAN	\$ 278,888.27
FUND 301	ECONOMIC DEVELOPMENT AUTHORITY	\$ 26,180.38
FUND 302	SPECIAL IMPROVEMENT FUND	\$ 567,697.03
FUND 303	CAPITAL IMPROVEMENT	\$ 88,688.00
FUND 304	GO IMP BONDS, SERIES 2017	\$ (57,249.55)
FUND 305	CIP IMP BONDS, SERIES 2017	\$ 219,362.65
FUND 601	WATER FUND	\$ 407,061.49
FUND 602	SEWER FUND	\$ 213,390.99
		\$ 7,558,825.54

2023 CITY OF PELICAN RAPIDS INVESTMENT SCHEDULE

	ACCT #	BEGIN BAL 12/31/2022	INVEST PURCHASED (Deposits)	INVEST MATURED (Checks)	INTEREST INCOME	INTEREST PAID OUT	BALANCE 5/31/23	INT RATE	MATURITY DATE
101 - GENERAL FUND									
MN-GENERAL FUND	5778	\$ 209,351.39			\$ 480.19		\$ 209,831.58	1.28%	8/11/23 CD
BELL-06, 07, 08, 14 ECON DEV.	1069	\$ 50,226.79			\$ 476.88		\$ 50,703.67	0.29%	MM SAVINGS
BELL-06, 07, 08, 14 ELECT READER BD	1069	\$ 17,097.01			\$ 162.33		\$ 17,259.34	0.29%	MM SAVINGS
BELL-11 CRACK SEAL/SEAL COAT	1069	\$ 6,268.53			\$ 59.51		\$ 6,328.04	0.29%	MM SAVINGS
BELL-11,14 CAPITAL EQUIPMENT	1069	\$ 43,230.16			\$ 410.46		\$ 43,640.62	0.29%	MM SAVINGS
BELL-13 STR EQUIP	1069	\$ 39,905.27			\$ 378.90		\$ 40,284.17	0.29%	MM SAVINGS
BELL - NEW POOL FUND	0091	\$ 10,321.92	\$ 465.00		\$ 7.76		\$ 10,794.68	0.08%	SAVINGS
BELL - COMMUNITY CENTER (SENIOR CTR)	0040	\$ 51,508.02	\$ 1,739.45		\$ 356.24		\$ 53,603.71	0.05%	SAVINGS
MN - 15 CITY TRAIL	9650	\$ 75,733.92	\$ 8,000.00		\$ 235.85		\$ 83,969.77	0.53%	SAVINGS
MN - 15 MAPLEWOOD TRAIL	9650	\$ 303,105.85			\$ 870.23		\$ 303,976.08	0.53%	SAVINGS
MN - SHERIN PARK PAVING	9650	\$ 15,016.94			\$ 43.11		\$ 15,060.05	0.53%	SAVINGS
MN-06-09 108 ECON DEVELOPMENT (7/26/11)	3519	\$ 10,034.91			\$ 27.95		\$ 10,062.86	0.51%	MM SAVINGS
MN-11, 14 SWIM PL (2/14/11)	3519	\$ 142,557.59	\$ 52,500.00		\$ 513.59		\$ 195,571.18	0.51%	MM SAVINGS
BELL - GENERAL FUND	0151	\$ 5,339.39	\$ 8,169,975.77	\$ 2,995,261.96	\$ 23,268.34		\$ 5,203,321.54	1.51%	SAVINGS
BELL - AIRPORT FUND	0151	\$ -	\$ 109,070.73		\$ 297.44		\$ 109,368.17	1.51%	SAVINGS
WF-GENERAL FUND	5206	\$ 524,405.79		\$ 524,675.49	\$ 269.70		\$ 0.00	0.03%	SAVINGS
WF - AIRPORT FUND	5206	\$ 109,014.66		\$ 109,070.73	\$ 56.07		\$ 0.00	0.03%	SAVINGS
BELL - COMMUNITY CENTER (SENIOR CTR)	0024	\$ 1,739.45		\$ 1,739.45			\$ -	0.00%	CHECKING
TOTAL GENERAL FUND		\$ 1,613,118.14	\$ 8,341,750.95	\$ 3,629,008.18	\$ 27,914.56	\$ -	\$ 6,353,775.47		
211 - LIBRARY									
BELL - LIBRARY SAVINGS (3/19)	8035	\$ 26,335.85			\$ 13.27		\$ 26,349.12	0.10%	8/13/23 CD
BELL - LIBRARY SAVINGS (3/19) TOSO	9077	\$ 6,451.56			\$ 32.17		\$ 6,483.73	2.50%	8/23/23 CD
BELL - LIBRARY SAVINGS CARLSON	2545	\$ 8,226.42					\$ 8,226.42	2.25%	11/18/23 CD
BELL-LIBRARY SAVINGS (12/19)	1783	\$ 25,725.24			\$ 12.96		\$ 25,738.20	2.55%	7/4/24 CD
BELL-LIBRARY SAVINGS (12/11)	4261	\$ 20,309.93			\$ 40.29		\$ 20,350.22	2.77%	9/14/25 CD
BELL-LIBRARY SAVINGS (5/05)	6413	\$ 21,074.74			\$ 143.72		\$ 21,218.46	1.09%	MM SAVINGS
TOTAL LIBRARY FUND		\$ 108,123.74	\$ -	\$ -	\$ 242.41	\$ -	\$ 108,366.15		
302 - SPECIAL IMP									
BELL-SPECIAL IMP FD(7/14/10)	7675	\$ 144,584.55			\$ 364.43		\$ 144,948.98	2.75%	7/22/25 CD
BELL - SPECIAL IMP FUND	0151	\$ -	\$ 209,942.86		\$ 594.89		\$ 210,537.75	1.51%	SAVINGS
WF-SPECIAL IMP FUND	5206	\$ 209,834.95		\$ 209,942.86	\$ 107.91		\$ 0.00	0.03%	SAVINGS
TOTAL FUND SPEC IMP		\$ 354,419.50	\$ 209,942.86	\$ 209,942.86	\$ 1,067.23	\$ -	\$ 355,486.73		
601 - WATER FUND									
MN-UTILITY BILLING	3063	\$ 1,309.28	\$ 189,706.92	\$ 191,979.69	\$ 48.85		\$ (914.64)	0.24%	CHECKING
TOTAL WATER FUND		\$ 1,309.28	\$ 189,706.92	\$ 191,979.69	\$ 48.85	\$ -	\$ (914.64)		
602 - SEWER FUND									
MN-UTILITY BILLING	3063	\$ 6,266.31	\$ 592,810.48	\$ 592,384.08	\$ 48.86		\$ 6,741.57	0.24%	CHECKING
BELL - SAVINGS WWTF RESERVE (2/17)	0151	\$ 72,531.00	\$ 492,290.00				\$ 564,281.00		SAVINGS
WF-SAVINGS WWTF RESERVE(2/17)	5206	\$ 412,919.43		\$ 412,919.43	\$ -		\$ -		SAVINGS
TOTAL SEWER FUND		\$ 491,716.74	\$ 1,085,100.48	\$ 1,005,303.51	\$ 48.86	\$ -	\$ 571,022.57		
609 - LIQUOR STORE									
MN- LIQUOR STORE SAVINGS (2/14)	9650	\$ 57,651.31			\$ 940.11		\$ 58,591.42	0.53%	SAVINGS
MN - LS SAVINGS - BRIDGE RESERVED	9650	\$ 300,000.00		\$ 71,231.43			\$ 228,768.57	0.53%	SAVINGS
MN- CHECKING (8/31/20)	0524	\$ 160,244.79			\$ 162.23		\$ 160,407.02	0.24%	CHECKING
BB - CHECKING (9/1/21)	0136	\$ 129,952.98	\$ 620,035.29	\$ 606,654.49			\$ 143,333.78		CHECKING
BB - SAVINGS (9/1/21)	0185	\$ 209,122.09	\$ 70,000.00		\$ 2,318.05		\$ 281,440.14	1.76%	SAVINGS
TOTAL LIQUOR STORE		\$ 856,971.17	\$ 690,035.29	\$ 677,885.92	\$ 3,420.39	\$ -	\$ 872,540.93		
ESCROW ACCOUNT									
PAYROLL FLEX ACCOUNT (WF)	0841	\$ 1,417.55					\$ 1,417.55	0.00%	CHECKING
PAYROLL FLEX ACCOUNT (BB)	0094	\$ 514.43	\$ 144.20				\$ 658.63	0.00%	CHECKING
TOTAL PAYROLL FLEX ACCT		\$ 1,931.98	\$ 144.20	\$ -	\$ -	\$ -	\$ 2,076.18		
TOTAL ALL FUNDS		\$ 3,427,590.55	\$ 10,516,680.70	\$ 5,714,120.16	\$ 32,742.29	\$ -	\$ 8,262,353.38		



Page 1

Current Period: June 2023

PELICAN RAPIDS			2023	2023	June	Enc	2023	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
GENERAL FUND								
Dept 41110 Council								
Active	E 101-41110-100	Wages and Salar	\$5,500.00	\$1,362.50	\$0.00	\$0.00	\$4,137.50	24.77%
Active	E 101-41110-120	Employer Contrib	\$0.00	\$17.51	\$0.00	\$0.00	-\$17.51	0.00%
Active	E 101-41110-122	FICA	\$500.00	\$104.29	\$0.00	\$0.00	\$395.71	20.86%
Active	E 101-41110-430	Miscellaneous	\$500.00	\$2,000.76	\$0.00	\$0.00	-\$1,500.76	400.15%
Total Dept 41110 Counc			\$6,500.00	\$3,485.06	\$0.00	\$0.00	\$3,014.94	53.62%
Dept 41305 Mayor								
Active	E 101-41305-100	Wages and Salar	\$1,800.00	\$435.00	\$0.00	\$0.00	\$1,365.00	24.17%
Active	E 101-41305-120	Employer Contrib	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41305-122	FICA	\$140.00	\$33.28	\$0.00	\$0.00	\$106.72	23.77%
Active	E 101-41305-430	Miscellaneous	\$1,200.00	\$180.95	\$0.00	\$0.00	\$1,019.05	15.08%
Total Dept 41305 Mayc			\$3,140.00	\$649.23	\$0.00	\$0.00	\$2,490.77	20.68%
Dept 41310 City Administrator								
Active	E 101-41310-100	Wages and Salar	\$54,000.00	\$23,518.18	\$0.00	\$0.00	\$30,481.82	43.55%
Active	E 101-41310-120	Employer Contrib	\$8,550.00	\$1,164.00	\$0.00	\$0.00	\$7,386.00	13.61%
Active	E 101-41310-122	FICA	\$4,050.00	\$1,187.66	\$0.00	\$0.00	\$2,862.34	29.32%
Active	E 101-41310-130	Employer Paid In	\$8,200.00	\$2,868.56	\$0.00	\$0.00	\$5,331.44	34.98%
Active	E 101-41310-200	Office Supplies	\$1,000.00	\$185.92	\$0.00	\$155.73	\$658.35	34.17%
Active	E 101-41310-208	Education	\$1,200.00	\$354.71	\$0.00	\$0.00	\$845.29	29.56%
Active	E 101-41310-210	Operating Suppli	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41310-220	Repair/Maint Sup	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41310-300	Professional Srv	\$100.00	\$22,000.00	\$0.00	\$39.66	-\$21,939.66	22039.66%
Active	E 101-41310-320	Communications	\$2,000.00	\$604.91	\$0.00	\$49.23	\$1,345.86	32.71%
Active	E 101-41310-331	Travel Expenses	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 101-41310-400	Repairs & Maint	\$500.00	\$210.25	\$0.00	\$96.25	\$193.50	61.30%
Active	E 101-41310-500	Capital Outlay	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
Total Dept 41310 City Administratc			\$82,700.00	\$52,094.19	\$0.00	\$340.87	\$30,264.94	62.99%
Dept 41400 City Clerk-Treasurer								
Active	E 101-41400-100	Wages and Salar	\$49,000.00	\$18,289.90	\$0.00	\$0.00	\$30,710.10	37.33%
Active	E 101-41400-105	Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-120	Employer Contrib	\$3,675.00	\$1,371.77	\$0.00	\$0.00	\$2,303.23	37.33%
Active	E 101-41400-122	FICA	\$3,750.00	\$1,246.48	\$0.00	\$0.00	\$2,503.52	33.24%
Active	E 101-41400-130	Employer Paid In	\$10,550.00	\$4,423.43	\$0.00	\$0.00	\$6,126.57	41.93%
Active	E 101-41400-140	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41400-200	Office Supplies	\$2,500.00	\$517.98	\$0.00	\$84.41	\$1,897.61	24.10%
Active	E 101-41400-208	Education	\$2,500.00	\$3,291.23	\$0.00	\$550.00	-\$1,341.23	153.65%
Active	E 101-41400-210	Operating Suppli	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-41400-220	Repair/Maint Sup	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41400-300	Professional Srv	\$2,500.00	\$170.30	\$0.00	\$39.66	\$2,290.04	8.40%
Active	E 101-41400-320	Communications	\$2,500.00	\$1,262.66	\$0.00	\$49.23	\$1,188.11	52.48%
Active	E 101-41400-331	Travel Expenses	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41400-400	Repairs & Maint	\$400.00	\$134.00	\$0.00	\$56.00	\$210.00	47.50%
Active	E 101-41400-433	Dues, Fees, Sub	\$800.00	\$598.92	\$0.00	\$0.00	\$201.08	74.87%
Active	E 101-41400-500	Capital Outlay	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
Total Dept 41400 City Clerk-Treasure			\$81,075.00	\$31,306.67	\$0.00	\$779.30	\$48,989.03	38.61%
Dept 41410 Elections								
Active	E 101-41410-100	Wages and Salar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41410-430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 41410 Election			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 41420 Publications								



PELICAN RAPIDS

CITY OF PELICAN RAPIDS
*Expenditure Guideline©

06/07/23 5:24 PM

Page 2

Current Period: June 2023

			2023	2023	June	Enc	2023	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-41420-200	Office Supplies	\$1,500.00	\$575.92	\$0.00	\$114.56	\$809.52	46.03%
Active	E 101-41420-350	Publication	\$9,500.00	\$3,792.97	\$0.00	\$390.00	\$5,317.03	44.03%
Total Dept 41420 Publication			\$11,000.00	\$4,368.89	\$0.00	\$504.56	\$6,126.55	39.72%
Dept 41530 Accounting								
Active	E 101-41530-100	Wages and Salar	\$24,500.00	\$9,413.14	\$0.00	\$0.00	\$15,086.86	38.42%
Active	E 101-41530-105	Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41530-120	Employer Contrib	\$1,850.00	\$705.97	\$0.00	\$0.00	\$1,144.03	38.16%
Active	E 101-41530-122	FICA	\$1,875.00	\$686.92	\$0.00	\$0.00	\$1,188.08	36.64%
Active	E 101-41530-130	Employer Paid In	\$4,785.00	\$1,981.24	\$0.00	\$0.00	\$2,803.76	41.41%
Active	E 101-41530-200	Office Supplies	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	0.00%
Active	E 101-41530-208	Education	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Total Dept 41530 Accountin			\$33,360.00	\$12,787.27	\$0.00	\$0.00	\$20,572.73	38.33%
Dept 41540 Auditing								
Active	E 101-41540-301	Auditing Services	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Total Dept 41540 Auditin			\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Dept 41600 Legal Expenses								
Active	E 101-41600-304	Legal Fees	\$10,000.00	\$2,205.00	\$0.00	\$0.00	\$7,795.00	22.05%
Active	E 101-41600-305	Employee Relati	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-41600-306	Prosecuting Fee	\$12,000.00	\$3,525.00	\$0.00	\$0.00	\$8,475.00	29.38%
Active	E 101-41600-307	Police Union Leg	\$6,000.00	\$1,016.25	\$0.00	\$0.00	\$4,983.75	16.94%
Total Dept 41600 Legal Expense			\$30,000.00	\$6,746.25	\$0.00	\$0.00	\$23,253.75	22.49%
Dept 41910 Planning and Zoning								
Active	E 101-41910-100	Wages and Salar	\$2,500.00	\$956.81	\$0.00	\$0.00	\$1,543.19	38.27%
Active	E 101-41910-105	Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41910-120	Employer Contrib	\$200.00	\$71.77	\$0.00	\$0.00	\$128.23	35.89%
Active	E 101-41910-122	FICA	\$200.00	\$67.67	\$0.00	\$0.00	\$132.33	33.84%
Active	E 101-41910-130	Employer Paid In	\$800.00	\$327.01	\$0.00	\$0.00	\$472.99	40.88%
Active	E 101-41910-200	Office Supplies	\$500.00	\$31.78	\$0.00	\$21.74	\$446.48	10.70%
Active	E 101-41910-258	Planning/Zoning/	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-41910-300	Professional Srv	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Active	E 101-41910-308	Building Codes	\$200.00	\$0.67	\$0.00	\$0.96	\$198.37	0.82%
Active	E 101-41910-309	Rental Housing	\$4,000.00	\$944.18	\$0.00	\$0.00	\$3,055.82	23.60%
Total Dept 41910 Planning and Zonin			\$18,900.00	\$2,399.89	\$0.00	\$22.70	\$16,477.41	12.70%
Dept 41940 City Hall								
Active	E 101-41940-200	Office Supplies	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-41940-210	Operating Suppli	\$500.00	\$164.86	\$0.00	\$0.00	\$335.14	32.97%
Active	E 101-41940-220	Repair/Maint Sup	\$2,000.00	\$1,517.30	\$0.00	\$103.36	\$379.34	81.03%
Active	E 101-41940-300	Professional Srv	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41940-380	Utility Services	\$13,000.00	\$5,956.60	\$0.00	\$373.24	\$6,670.16	48.69%
Active	E 101-41940-400	Repairs & Maint	\$10,000.00	\$3,419.76	\$0.00	\$2,246.30	\$4,333.94	56.66%
Active	E 101-41940-410	Rentals	\$1,200.00	\$525.00	\$0.00	\$105.00	\$570.00	52.50%
Active	E 101-41940-430	Miscellaneous	\$0.00	\$157.00	\$0.00	\$0.00	-\$157.00	0.00%
Active	E 101-41940-433	Dues, Fees, Sub	\$9,900.00	\$5,809.00	\$0.00	\$0.00	\$4,091.00	58.68%
Active	E 101-41940-500	Capital Outlay	\$1,000.00	\$28,080.61	\$0.00	\$0.00	-\$27,080.61	2808.06%
Total Dept 41940 City Ha			\$37,800.00	\$45,630.13	\$0.00	\$2,827.90	-\$10,658.03	120.71%
Dept 42110 Police Department								
Active	E 101-42110-100	Wages and Salar	\$360,000.00	\$82,635.17	\$0.00	\$0.00	\$277,364.83	22.95%
Active	E 101-42110-103	Part-Time Emplo	\$20,000.00	\$1,551.33	\$0.00	\$0.00	\$18,448.67	7.76%
Active	E 101-42110-104	Support Employe	\$5,000.00	\$1,913.60	\$0.00	\$0.00	\$3,086.40	38.27%
Active	E 101-42110-105	Overtime	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 101-42110-110	Call time	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%



PELICAN RAPIDS

CITY OF PELICAN RAPIDS

*Expenditure Guideline©

06/07/23 5:24 PM

Page 3

Current Period: June 2023

			2023	2023	June	Enc	2023	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-42110-120	Employer Contrib	\$70,000.00	\$15,197.44	\$0.00	\$0.00	\$54,802.56	21.71%
Active	E 101-42110-122	FICA	\$6,000.00	\$1,286.17	\$0.00	\$0.00	\$4,713.83	21.44%
Active	E 101-42110-130	Employer Paid In	\$63,100.00	\$18,358.75	\$0.00	\$0.00	\$44,741.25	29.09%
Active	E 101-42110-200	Office Supplies	\$3,000.00	\$773.75	\$0.00	\$166.01	\$2,060.24	31.33%
Active	E 101-42110-208	Education	\$5,000.00	\$1,854.13	\$0.00	\$39.43	\$3,106.44	37.87%
Active	E 101-42110-210	Operating Suppli	\$25,000.00	\$7,859.91	\$0.00	\$104.99	\$17,035.10	31.86%
Active	E 101-42110-220	Repair/Maint Sup	\$1,500.00	\$22.99	\$0.00	\$185.00	\$1,292.01	13.87%
Active	E 101-42110-300	Professional Srv	\$70,000.00	\$1,415.75	\$0.00	\$0.00	\$68,584.25	2.02%
Active	E 101-42110-320	Communications	\$6,500.00	\$2,601.94	\$0.00	\$164.22	\$3,733.84	42.56%
Active	E 101-42110-331	Travel Expenses	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00%
Active	E 101-42110-400	Repairs & Maint	\$8,000.00	\$3,788.52	\$0.00	\$56.00	\$4,155.48	48.06%
Active	E 101-42110-410	Rentals	\$1,260.00	\$525.00	\$0.00	\$105.00	\$630.00	50.00%
Active	E 101-42110-425	Misc Task Force	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-42110-433	Dues, Fees, Sub	\$2,500.00	\$618.75	\$0.00	\$0.00	\$1,881.25	24.75%
Active	E 101-42110-500	Capital Outlay	\$28,300.00	\$20,288.27	\$0.00	\$0.00	\$8,011.73	71.69%
Total Dept 42110 Police Departmer			\$681,910.00	\$160,691.47	\$0.00	\$820.65	\$520,397.88	23.56%
Dept 42270 City Fire Services								
Active	E 101-42270-430	Miscellaneous	\$66,000.00	\$34,406.67	\$0.00	\$0.00	\$31,593.33	52.13%
Total Dept 42270 City Fire Service			\$66,000.00	\$34,406.67	\$0.00	\$0.00	\$31,593.33	52.13%
Dept 42280 Fire Department								
Active	E 101-42280-100	Wages and Salar	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	E 101-42280-122	FICA	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0.00%
Active	E 101-42280-140	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42280-200	Office Supplies	\$500.00	\$151.46	\$0.00	\$17.74	\$330.80	33.84%
Active	E 101-42280-208	Education	\$7,750.00	\$511.77	\$0.00	\$0.00	\$7,238.23	6.60%
Active	E 101-42280-210	Operating Suppli	\$14,500.00	\$6,754.48	\$0.00	\$424.44	\$7,321.08	49.51%
Active	E 101-42280-220	Repair/Maint Sup	\$4,500.00	\$2,174.11	\$0.00	\$0.00	\$2,325.89	48.31%
Active	E 101-42280-300	Professional Srv	\$6,500.00	-\$88.48	\$0.00	\$0.00	\$6,588.48	-1.36%
Active	E 101-42280-301	Auditing Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42280-320	Communications	\$2,000.00	\$1,116.71	\$0.00	\$56.20	\$827.09	58.65%
Active	E 101-42280-331	Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42280-360	Insurance & Bon	\$22,000.00	\$18,738.57	\$0.00	\$0.00	\$3,261.43	85.18%
Active	E 101-42280-380	Utility Services	\$9,000.00	\$7,478.35	\$0.00	\$659.39	\$862.26	90.42%
Active	E 101-42280-400	Repairs & Maint	\$12,000.00	\$8,453.38	\$0.00	\$1,627.64	\$1,918.98	84.01%
Active	E 101-42280-433	Dues, Fees, Sub	\$1,200.00	\$99.00	\$0.00	\$0.00	\$1,101.00	8.25%
Active	E 101-42280-500	Capital Outlay	\$11,300.00	\$1,672.80	\$0.00	\$0.00	\$9,627.20	14.80%
Active	E 101-42280-530	SPECIAL ASSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42280-605	Fire Hall Lease	\$68,483.00	\$0.00	\$0.00	\$0.00	\$68,483.00	0.00%
Active	E 101-42280-606	Truck Lease	\$44,177.00	\$43,539.56	\$0.00	\$0.00	\$637.44	98.56%
Active	E 101-42280-608	SCBA Lease	\$12,165.00	\$12,162.21	\$0.00	\$0.00	\$2.79	99.98%
Active	E 101-42280-616	F350 TRUCK &	\$17,383.00	\$17,382.20	\$0.00	\$0.00	\$0.80	100.00%
Active	E 101-42280-699	Fire Relief Assoc	\$0.00	\$73,098.10	\$0.00	\$0.00	-\$73,098.10	0.00%
Total Dept 42280 Fire Departmer			\$271,058.00	\$193,244.22	\$0.00	\$2,785.41	\$75,028.37	71.29%
Dept 42500 Civil Defense								
Active	E 101-42500-430	Miscellaneous	\$200.00	\$38.95	\$0.00	\$7.53	\$153.52	23.24%
Total Dept 42500 Civil Defens			\$200.00	\$38.95	\$0.00	\$7.53	\$153.52	19.48%
Dept 42700 Animal Control								
Active	E 101-42700-430	Miscellaneous	\$1,500.00	\$501.79	\$0.00	\$22.24	\$975.97	34.94%
Total Dept 42700 Animal Contr			\$1,500.00	\$501.79	\$0.00	\$22.24	\$975.97	33.45%
Dept 43100 Hwys, Streets, & Roads								
Active	E 101-43100-100	Wages and Salar	\$78,000.00	\$29,252.24	\$0.00	\$0.00	\$48,747.76	37.50%



CITY OF PELICAN RAPIDS
***Expenditure Guideline©**

06/07/23 5:24 PM

Page 4

Current Period: June 2023

PELICAN RAPIDS

		2023	2023	June	Enc	2023	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-43100-105 Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43100-120 Employer Contrib	\$5,850.00	\$2,180.44	\$0.00	\$0.00	\$3,669.56	37.27%
Active	E 101-43100-122 FICA	\$6,000.00	\$2,072.57	\$0.00	\$0.00	\$3,927.43	34.54%
Active	E 101-43100-130 Employer Paid In	\$16,000.00	\$6,851.96	\$0.00	\$0.00	\$9,148.04	42.82%
Active	E 101-43100-200 Office Supplies	\$1,200.00	\$438.53	\$0.00	\$141.93	\$619.54	48.37%
Active	E 101-43100-208 Education	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0.00%
Active	E 101-43100-210 Operating Suppli	\$18,000.00	\$7,877.20	\$0.00	\$641.52	\$9,481.28	47.33%
Active	E 101-43100-220 Repair/Maint Sup	\$10,000.00	\$5,764.28	\$0.00	\$299.73	\$3,935.99	60.64%
Active	E 101-43100-300 Professional Srv	\$1,000.00	\$395.00	\$0.00	\$219.68	\$385.32	61.47%
Active	E 101-43100-310 Tree Removal	\$6,000.00	\$1,545.00	\$0.00	-\$2,532.50	\$6,987.50	-16.46%
Active	E 101-43100-320 Communications	\$2,000.00	\$909.35	\$0.00	\$49.23	\$1,041.42	47.93%
Active	E 101-43100-331 Travel Expenses	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-43100-380 Utility Services	\$8,000.00	\$6,250.79	\$0.00	\$194.45	\$1,554.76	80.57%
Active	E 101-43100-400 Repairs & Maint	\$8,000.00	\$4,134.96	\$0.00	-\$740.55	\$4,605.59	42.43%
Active	E 101-43100-406 Crack & Seal Co	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0.00%
Active	E 101-43100-407 Sidewalk Repair	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 101-43100-433 Dues, Fees, Sub	\$1,000.00	\$735.08	\$0.00	\$0.00	\$264.92	73.51%
Active	E 101-43100-500 Capital Outlay	\$135,300.00	\$18,669.64	\$0.00	\$0.00	\$116,630.36	13.80%
Active	E 101-43100-607 PW Facility Prin	\$8,750.00	\$0.00	\$0.00	\$0.00	\$8,750.00	0.00%
Active	E 101-43100-617 PW Facility Int	\$1,000.00	\$306.25	\$0.00	\$0.00	\$693.75	30.63%
Total Dept 43100 Hwys, Streets, & Road		\$352,400.00	\$87,383.29	\$0.00	-\$1,726.51	\$266,743.22	24.80%
Dept 43123 Streets							
Active	E 101-43123-224 Street Maint	\$33,500.00	\$4,750.00	\$0.00	\$0.00	\$28,750.00	14.18%
Active	E 101-43123-226 Sign Repair Mate	\$5,000.00	\$0.00	\$0.00	\$1,904.97	\$3,095.03	38.10%
Total Dept 43123 Street		\$38,500.00	\$4,750.00	\$0.00	\$1,904.97	\$31,845.03	12.34%
Dept 43125 Ice & Snow Removal							
Active	E 101-43125-430 Miscellaneous	\$2,500.00	\$3,183.81	\$0.00	\$0.00	-\$683.81	127.35%
Active	E 101-43125-540 Machine Hire	\$6,000.00	\$15,584.40	\$0.00	\$0.00	-\$9,584.40	259.74%
Total Dept 43125 Ice & Snow Removi		\$8,500.00	\$18,768.21	\$0.00	\$0.00	-\$10,268.21	220.80%
Dept 43150 Storm Drainage							
Active	E 101-43150-430 Miscellaneous	\$5,000.00	\$60,742.62	\$0.00	\$0.00	-\$55,742.62	1214.85%
Total Dept 43150 Storm Drainag		\$5,000.00	\$60,742.62	\$0.00	\$0.00	-\$55,742.62	1214.85%
Dept 43160 Street Lighting							
Active	E 101-43160-380 Utility Services	\$39,000.00	\$14,768.84	\$0.00	\$2,768.79	\$21,462.37	44.97%
Total Dept 43160 Street Lightin		\$39,000.00	\$14,768.84	\$0.00	\$2,768.79	\$21,462.37	37.87%
Dept 43260 Weed Control							
Active	E 101-43260-430 Miscellaneous	\$600.00	\$0.10	\$0.00	\$3.05	\$596.85	0.53%
Total Dept 43260 Weed Contr		\$600.00	\$0.10	\$0.00	\$3.05	\$596.85	0.02%
Dept 45122 Recreation Centers							
In-Active	E 101-45122-220 Repair/Maint Sup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45122-433 Dues, Fees, Sub	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45122 Recreation Center		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 45124 Swimming Pools							
Active	E 101-45124-100 Wages and Salar	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
Active	E 101-45124-105 Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45124-120 Employer Contrib	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	E 101-45124-122 FICA	\$2,550.00	\$0.00	\$0.00	\$0.00	\$2,550.00	0.00%
Active	E 101-45124-200 Office Supplies	\$250.00	\$0.97	\$0.00	\$0.00	\$249.03	0.39%
Active	E 101-45124-208 Education	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-45124-210 Operating Suppli	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
Active	E 101-45124-220 Repair/Maint Sup	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%



CITY OF PELICAN RAPIDS
***Expenditure Guideline©**

06/07/23 5:24 PM

Page 5

Current Period: June 2023

PELICAN RAPIDS

				2023	2023	June	Enc	2023	% of YTD
				YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-45124-231	Credit Card Fees		\$600.00	\$184.45	\$0.00	\$0.00	\$415.55	30.74%
Active	E 101-45124-270	Concessions		\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00%
Active	E 101-45124-300	Professional Srv		\$0.00	\$118,889.60	\$0.00	\$0.00	-\$118,889.60	0.00%
Active	E 101-45124-320	Communications		\$300.00	\$41.26	\$0.00	\$0.00	\$258.74	13.75%
Active	E 101-45124-380	Utility Services		\$5,000.00	\$0.00	\$0.00	\$164.48	\$4,835.52	3.29%
Active	E 101-45124-400	Repairs & Maint		\$3,000.00	\$1,195.86	\$0.00	\$0.00	\$1,804.14	39.86%
Active	E 101-45124-429	Change		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45124-433	Dues, Fees, Sub		\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-45124-500	Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45124 Swimming Pool				\$57,000.00	\$120,312.14	\$0.00	\$164.48	-\$63,476.62	211.07%
Dept 45125 Skating Rinks									
Active	E 101-45125-100	Wages and Salar		\$4,900.00	\$4,471.77	\$0.00	\$0.00	\$428.23	91.26%
Active	E 101-45125-105	Overtime		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-120	Employer Contrib		\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-45125-122	FICA		\$375.00	\$342.09	\$0.00	\$0.00	\$32.91	91.22%
Active	E 101-45125-200	Office Supplies		\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0.00%
Active	E 101-45125-210	Operating Suppli		\$500.00	\$233.60	\$0.00	\$0.00	\$266.40	46.72%
Active	E 101-45125-220	Repair/Maint Sup		\$200.00	\$145.76	\$0.00	\$0.00	\$54.24	72.88%
Active	E 101-45125-320	Communications		\$300.00	\$166.21	\$0.00	\$0.00	\$133.79	55.40%
Active	E 101-45125-380	Utility Services		\$300.00	\$133.66	\$0.00	\$30.71	\$135.63	54.79%
Active	E 101-45125-400	Repairs & Maint		\$500.00	\$66.89	\$0.00	\$0.00	\$433.11	13.38%
Active	E 101-45125-433	Dues, Fees, Sub		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-500	Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45125 Skating Rink				\$7,425.00	\$5,559.98	\$0.00	\$30.71	\$1,834.31	74.88%
Dept 45200 Parks									
Active	E 101-45200-100	Wages and Salar		\$94,000.00	\$27,119.75	\$0.00	\$0.00	\$66,880.25	28.85%
Active	E 101-45200-120	Employer Contrib		\$7,100.00	\$2,033.98	\$0.00	\$0.00	\$5,066.02	28.65%
Active	E 101-45200-122	FICA		\$7,200.00	\$1,953.64	\$0.00	\$0.00	\$5,246.36	27.13%
Active	E 101-45200-130	Employer Paid In		\$11,000.00	\$6,568.52	\$0.00	\$0.00	\$4,431.48	59.71%
Active	E 101-45200-140	Unemployment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-200	Office Supplies		\$500.00	\$52.76	\$0.00	\$1.20	\$446.04	10.79%
Active	E 101-45200-208	Education		\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00%
Active	E 101-45200-210	Operating Suppli		\$8,000.00	\$1,766.72	\$0.00	\$435.25	\$5,798.03	27.52%
Active	E 101-45200-220	Repair/Maint Sup		\$6,000.00	\$2,472.71	\$0.00	\$1,785.00	\$1,742.29	70.96%
Active	E 101-45200-300	Professional Srv		\$5,000.00	\$531,785.42	\$506,335.10	\$474,278.19	-\$1,001,063.61	20121.27%
Active	E 101-45200-310	Tree Removal		\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 101-45200-331	Travel Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-380	Utility Services		\$2,700.00	\$1,600.03	\$0.00	\$128.43	\$971.54	64.02%
Active	E 101-45200-400	Repairs & Maint		\$6,000.00	\$4,530.09	\$0.00	\$377.22	\$1,092.69	81.79%
Active	E 101-45200-433	Dues, Fees, Sub		\$500.00	\$412.00	\$0.00	\$0.00	\$88.00	82.40%
Active	E 101-45200-500	Capital Outlay		\$16,400.00	\$0.00	\$0.00	\$0.00	\$16,400.00	0.00%
Active	E 101-45200-607	PW Facility Prin		\$8,750.00	\$0.00	\$0.00	\$0.00	\$8,750.00	0.00%
Active	E 101-45200-617	PW Facility Int		\$1,200.00	\$306.25	\$0.00	\$0.00	\$893.75	25.52%
Active	E 101-45200-760	Seasonal Decora		\$5,000.00	-\$2,113.94	\$0.00	\$3,815.31	\$3,298.63	34.03%
Total Dept 45200 Park				\$185,150.00	\$578,487.93	\$506,335.10	\$480,820.60	-\$874,158.53	312.44%
Dept 45202 Historic City Hall									
Active	E 101-45202-200	Office Supplies		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45202-220	Repair/Maint Sup		\$0.00	\$121.99	\$0.00	\$0.00	-\$121.99	0.00%
Active	E 101-45202-300	Professional Srv		\$24,000.00	\$0.00	\$0.00	\$0.00	\$24,000.00	0.00%
Active	E 101-45202-320	Communications		\$1,200.00	\$506.37	\$0.00	\$0.00	\$693.63	42.20%
Active	E 101-45202-380	Utility Services		\$2,700.00	\$1,633.33	\$0.00	\$95.49	\$971.18	64.03%



PELICAN RAPIDS

CITY OF PELICAN RAPIDS
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06/07/23 5:24 PM

Page 6

Current Period: June 2023

				2023	2023	June	Enc	2023	% of YTD
				YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-45202-400	Repairs & Maint		\$500.00	\$442.19	\$0.00	\$381.00	-\$323.19	164.64%
Active	E 101-45202-500	Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45202 Historic City Ha				\$28,400.00	\$2,703.88	\$0.00	\$476.49	\$25,219.63	9.52%
Dept 45205 Community Center									
Active	E 101-45205-200	Office Supplies		\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-45205-210	Operating Suppli		\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-45205-220	Repair/Maint Sup		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45205-300	Professional Srv		\$40.00	\$0.00	\$0.00	\$0.00	\$40.00	0.00%
Active	E 101-45205-320	Communications		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45205-380	Utility Services		\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	E 101-45205-400	Repairs & Maint		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45205-433	Dues, Fees, Sub		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-500	Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45205 Community Cente				\$6,440.00	\$0.00	\$0.00	\$0.00	\$6,440.00	0.00%
Dept 46500 Economic Developemt									
Active	E 101-46500-420	Economic Devel		\$40,000.00	\$274.25	\$0.00	\$44.35	\$39,681.40	0.80%
Active	E 101-46500-421	WCI Endow/Bird		\$8,250.00	\$6,750.00	\$0.00	\$0.00	\$1,500.00	81.82%
Active	E 101-46500-422	Consulting		\$30,000.00	\$105,245.08	\$0.00	\$0.00	-\$75,245.08	350.82%
Total Dept 46500 Economic Developemt				\$78,250.00	\$112,269.33	\$0.00	\$44.35	-\$34,063.68	143.48%
Dept 49200 Non Dept Expenditures									
Active	E 101-49200-428	CONDO FEES		\$0.00	\$2,500.00	\$0.00	\$0.00	-\$2,500.00	0.00%
Active	E 101-49200-470	Refunds & Reim		\$0.00	\$7,732.36	\$0.00	\$0.00	-\$7,732.36	0.00%
Active	E 101-49200-490	Historical Society		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-49200-491	PD Forfeiture/Sh		\$0.00	\$5.00	\$0.00	\$0.00	-\$5.00	0.00%
Active	E 101-49200-492	Electronic Reade		\$1,000.00	\$189.33	\$0.00	\$60.00	\$750.67	24.93%
Active	E 101-49200-493	Ambulance		\$31,000.00	\$32,212.50	\$0.00	\$32,212.50	-\$33,425.00	207.82%
Active	E 101-49200-498	LRAC PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-49200-530	SPECIAL ASSE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-49200-730	Property Taxes		\$2,300.00	\$1,606.00	\$0.00	\$0.00	\$694.00	69.83%
Active	E 101-49200-735	TAX ABATEMEN		\$0.00	\$13,115.61	\$0.00	\$0.00	-\$13,115.61	0.00%
Total Dept 49200 Non Dept Expenditure				\$34,800.00	\$57,360.80	\$0.00	\$32,272.50	-\$54,833.30	164.83%
Dept 49201 Transfer out of Fund									
Active	E 101-49201-700	Transfers		\$0.00	\$210,890.49	\$0.00	\$0.00	-\$210,890.49	0.00%
Active	E 101-49201-701	Library Levy Tran		\$188,225.00	\$94,112.50	\$0.00	\$0.00	\$94,112.50	50.00%
Total Dept 49201 Transfer out of Fun				\$188,225.00	\$305,002.99	\$0.00	\$0.00	-\$116,777.99	162.04%
Dept 49240 Insurance									
Active	E 101-49240-230	Banking Charges		\$2,700.00	\$372.80	\$0.00	\$0.00	\$2,327.20	13.81%
Active	E 101-49240-360	Insurance & Bon		\$78,000.00	\$55,000.29	\$0.00	\$0.00	\$22,999.71	70.51%
Total Dept 49240 Insuranc				\$80,700.00	\$55,373.09	\$0.00	\$0.00	\$25,326.91	68.62%
Dept 49810 Airport									
Active	E 101-49810-200	Office Supplies		\$150.00	\$19.39	\$0.00	\$22.93	\$107.68	28.21%
Active	E 101-49810-212	Motor Fuels		\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	E 101-49810-220	Repair/Maint Sup		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-49810-300	Professional Srv		\$200.00	\$46.83	\$0.00	\$0.00	\$153.17	23.42%
Active	E 101-49810-320	Communications		\$1,300.00	\$534.09	\$0.00	\$0.00	\$765.91	41.08%
Active	E 101-49810-360	Insurance & Bon		\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	0.00%
Active	E 101-49810-380	Utility Services		\$3,500.00	\$1,239.74	\$0.00	\$89.78	\$2,170.48	37.99%
Active	E 101-49810-400	Repairs & Maint		\$2,000.00	\$687.75	\$0.00	\$0.00	\$1,312.25	34.39%
Active	E 101-49810-433	Dues, Fees, Sub		\$1,000.00	\$646.00	\$0.00	\$0.00	\$354.00	64.60%
Active	E 101-49810-500	Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-49810-730	Property Taxes		\$3,000.00	\$2,350.00	\$0.00	\$0.00	\$650.00	78.33%



PELICAN RAPIDS

CITY OF PELICAN RAPIDS

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06/07/23 5:24 PM

Page 7

Current Period: June 2023

	2023 YTD Budget	2023 YTD Amt	June MTD Amt	Enc Current	2023 YTD Balance	% of YTD Budget
Total Dept 49810 Airpoi	\$28,150.00	\$5,523.80	\$0.00	\$112.71	\$22,513.49	19.62%
Total GENERAL FUND	\$2,472,683.00	\$1,977,357.68	\$506,335.10	\$524,983.30	-\$29,657.98	79.97%



CITY OF PELICAN RAPIDS

06/07/23 5:24 PM

*Revenue Guideline©

Page 1

Current Period: June 2023

PELICAN RAPIDS

			2023 YTD Budget	2023 YTD Amt	June MTD Amt	2023 YTD Balance	% of YTD Budget
GENERAL FUND							
Active	R 101-31000	General Property Taxes	\$906,616.00	\$476,588.45	\$0.00	\$430,027.55	52.57%
Active	R 101-31060	AG MARKET CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-31920	Property Tax Replaceme	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32000	Licenses and Permits	\$0.00	\$35.00	\$0.00	-\$35.00	0.00%
Active	R 101-32115	Liquor Licenses	\$2,500.00	\$2,430.00	\$0.00	\$70.00	97.20%
Active	R 101-32210	Building Permits	\$500.00	\$540.00	\$60.00	-\$40.00	108.00%
Active	R 101-32215	Land Use Permits	\$0.00	\$200.00	\$0.00	-\$200.00	0.00%
Active	R 101-32240	Animal Licenses	\$0.00	\$692.00	\$0.00	-\$692.00	0.00%
Active	R 101-32245	ANIMAL BOARDING	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33200	Police State Aid	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
Active	R 101-33250	Street Maint Aid State	\$6,000.00	\$3,849.12	\$0.00	\$2,150.88	64.15%
Active	R 101-33300	State Airport Assistance	\$6,345.00	\$881.83	\$0.00	\$5,463.17	13.90%
Active	R 101-33401	Local Government Aid	\$1,022,264.00	\$0.00	\$0.00	\$1,022,264.00	0.00%
Active	R 101-33410	TRANSPORTATION AS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33610	County Hwy Maintenanc	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33620	PERA Increase Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34105	Maps/Publications/Data	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34110	COMMUNITY CTR REN	\$0.00	\$300.00	\$0.00	-\$300.00	0.00%
Active	R 101-34200	Public Safety - Fire Call	\$14,058.00	\$5,800.00	\$200.00	\$8,258.00	41.26%
Active	R 101-34201	City/Townships Fire Rev	\$257,000.00	\$128,093.99	\$0.00	\$128,906.01	49.84%
Active	R 101-34202	Fire Relief Assoc	\$0.00	\$73,098.10	\$0.00	-\$73,098.10	0.00%
Active	R 101-34203	Accident Reports	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34205	Training Burns	\$0.00	\$1,000.00	\$0.00	-\$1,000.00	0.00%
Active	R 101-34206	FD Sale of Assets	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34207	FIRE DEPT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34300	Highways, Str, Mow Ch	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34720	Swimming Pool Fees	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
Active	R 101-34740	Swimming Pool Conces	\$1,200.00	\$0.00	\$0.00	\$1,200.00	0.00%
Active	R 101-34766	Refunds & Reimbursem	\$2,000.00	\$2,394.33	\$0.00	-\$394.33	119.72%
Active	R 101-34768	LRAC Grant	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34770	POOL DONATIONS	\$0.00	\$465.00	\$0.00	-\$465.00	0.00%
Active	R 101-35000	Penalties	\$1,000.00	\$690.50	\$0.00	\$309.50	69.05%
Active	R 101-35100	Court Fines	\$7,000.00	\$2,921.36	\$0.00	\$4,078.64	41.73%
Active	R 101-35102	Local Fines	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35210	Impound Fees	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 101-36210	Interest Earnings	\$4,000.00	\$27,914.55	\$0.00	-\$23,914.55	697.86%
Active	R 101-36220	Dividends	\$5,000.00	\$124.11	\$0.00	\$4,875.89	2.48%
Active	R 101-36230	Contributions and Donati	\$1,000.00	\$4,651.00	\$0.00	-\$3,651.00	465.10%
Active	R 101-36240	Shop with a Cop Donatio	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-37125	Sales of Service or Prop	\$0.00	\$6,563.24	\$0.00	-\$6,563.24	0.00%
Active	R 101-37400	Community Sign	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 101-37401	Industrial Park Sign	\$1,200.00	\$0.00	\$0.00	\$1,200.00	0.00%
Active	R 101-37520	Special Assess - County	\$1,500.00	\$2,634.84	\$0.00	-\$1,134.84	175.66%
Active	R 101-38010	Rental of Property	\$15,000.00	\$9,157.20	\$913.22	\$5,842.80	61.05%
Active	R 101-38015	BUILDING RENTAL	\$0.00	\$1,250.00	\$0.00	-\$1,250.00	0.00%
Active	R 101-38020	Airport Land Rent	\$11,000.00	\$6,415.68	\$0.00	\$4,584.32	58.32%
Active	R 101-38021	Airport Hangar Rent	\$13,000.00	\$5,200.00	\$0.00	\$7,800.00	40.00%
Active	R 101-38022	Airport Fuel Receipts	\$5,000.00	\$190.50	\$158.65	\$4,809.50	3.81%
Active	R 101-38071	Swimming Pool Lessons	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	R 101-38420	EASEMENT/ROW	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-38700	Rental Housing Fees	\$5,000.00	\$655.00	\$0.00	\$4,345.00	13.10%
Active	R 101-38910	Camping Fees	\$6,000.00	\$3,590.27	\$149.01	\$2,409.73	59.84%
Active	R 101-39203	Transfer from Other Fun	\$145,000.00	\$0.00	\$0.00	\$145,000.00	0.00%
Active	R 101-39320	Proceeds-FD Truck Lea	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total GENERAL FUND			\$2,473,183.00	\$768,326.07	\$1,480.88	\$1,704,856.93	31.07%

City of Pelican Rapids					
Comp Report					
May 31, 2023					
Department	Beginning Balace	Accrued Comp	Used Comp	Ending Balance	Over Time Paid
Administration	10.625	0.750	10.875	0.500	0.000
Police	17.000	0.750	13.500	4.250	0.000
Streets & Parks	62.750	6.750	34.000	35.500	0.000
Library	24.500	5.125	2.750	26.875	0.000
Liquor Store	2.250	0.000	0.000	2.250	0.000
Total	117.125	13.375	61.125	69.375	0.000



PELICAN RAPIDS

POLICE DEPARTMENT

315 N Broadway
P.O. Box 350
Pelican Rapids, MN 56572

MONTHLY REPORT

MAY 2023

HOURS: Full-Time: 787
Part-Time 28.25

MILES ON VEHICLE:

2022 Patrol Vehicle 102	1,171 Miles on Vehicle 3,395
2020 Patrol Vehicle 103	0 Miles on Vehicle 85,165
2017 Patrol Vehicle 101:	1,042 Miles on Vehicle 109,095
Total Miles Driven:	2,213

CFS'S: 79

FINES:\$349.97

ASSISTS: OTC SO- 1 OTHER AGENCY—0 MSP—

ARRESTS: 1 TICKETS ISSUED: 3 DUI: 1

PARKING WARNINGS: Crosswalk: SNOW EMERGENCY:

Jeff Stadum
Pelican Rapids Police Department

2023 POLICE ACTIVITY REPORT

[illegible]

2023 POLICE ACTIVITY REPORT

[illegible]

[illegible]

2023 POLICE ACTIVITY REPORT

[illegible]

2023 POLICE ACTIVITY REPORT

[illegible]

2023 POLICE ACTIVITY REPORT

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	total last yr
Warnings- Other														1
Warning Snow Removal														12
Warrants														10
Weather Warning													0	0
Welfare Check	7		1	1	2								11	50
TOTAL	60	71	52	64	79	0		0	0	0	0		323	

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF PELICAN RAPIDS, MINNESOTA

HELD: JUNE 13, 2020

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Pelican Rapids, Otter Tail County, Minnesota, was duly called and held at the City Hall in said City on Tuesday, the 30th day of June, 2023, at 5:00 p.m.

The following members were present: Strand, Ballard, Markgraf, Foster, Frazier

and the following were absent: None

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2023-15 APPROVING PROPERTY TAX ABATEMENTS

BE IT RESOLVED by the City Council (the "Council") of the City of Pelican Rapids, Minnesota (the "City"), as follows:

1. Recitals.

(a) The City proposes to approve tax abatements in connection with the construction of a single family home (the "Project"). The City proposes to use the abatement for the Project provided for in Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law"), from the property taxes to be levied by the City on Parcel Identification Number 76000990847000 (the "Tax Abatement Property").

(b) On this date, the Council held a public hearing on the question of the Abatement, (as defined below) and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof at which all interested persons appeared and were heard.

(c) It is proposed that the City will enter into a Tax Abatement Agreement (the "Tax Abatement Agreement"), which provides for the use of tax abatements to finance the Project.

(d) The City proposes to approve tax abatements on a portion of the City's share of property taxes on the Tax Abatement Property in the amount of \$5,000 for a term of up to 5 years to finance a portion of the costs of the Project.

(e) The Abatement is authorized under the Abatement Law.

2. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The tax abatement is the City's share of real estate taxes which relate to the Project being constructed on the Tax Abatement Property and not the real estate taxes that relate to the value of the land (the "Abatement").

(b) The Council expects the benefits to the City of the Abatement to be at least equal or exceed the costs to the City thereof.

(c) Granting the Abatement is in the public interest because it will increase the tax base in City.

(d) The Tax Abatement Property is not located in a tax increment financing City.

(e) In any year, the total amount of property taxes abated by the City by this and other resolutions and agreements, does not exceed the greater of ten percent (10%) of the net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater. The City may grant other abatements permitted under the Abatement Law after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for up to 5 years anticipated to commence for taxes payable 2024 and shall not exceed \$5,000. The City reserves the right to modify the commencement date but the abatement period shall not exceed 5 years.

(b) The City will provide the Abatement as provided in this resolution.

(c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

4. Approval of Tax Abatement Agreement.

(a) The Council hereby approves a Tax Abatement Agreement providing for payment of the Abatement in substantially the form submitted, and the Council Chair and Clerk of the Council are hereby authorized and directed to execute the Tax Abatement Agreement on behalf of the City.

(b) The approval hereby given to the Tax Abatement Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Tax Abatement Agreement. The execution of the Tax Abatement Agreement by the

appropriate officer or officers of the City shall be conclusive evidence of the approval of the Tax Abatement Agreement in accordance with the terms hereof

The motion for the adoption of the foregoing resolution was made by member _____ and duly seconded by member _____ and, upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF OTTER TAIL)

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Pelican Rapids, Minnesota (the "City"), DO HEREBY CERTIFY that attached hereto is a compared, true and correct copy of a resolution approving the abatement of property taxes by the City, duly adopted by the City Council of the City on June 13, 2023, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof, and is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of such resolution is a true and accurate account of the proceedings taken in passage thereof.

WITNESS My hand this 13th day of June, 2023.

Clerk-Treasurer

RESOLUTION NO. 2023-16
MUTUAL AID FIRE AGREEMENTS

WHEREAS, the City of Pelican Rapids is authorized, pursuant to M.S. A. §471.59, to enter into a joint and cooperative exercise of powers common to other contracting parties; and

WHEREAS, the intent of this understanding is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions; and

WHEREAS, the undersigned municipality believes the effectiveness of its fire protection services within the municipality is improved by adopting the Otter Tail County Fire Departments Mutual Aid Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Pelican Rapids, that the Mayor and City Clerk are hereby authorized to execute the Otter Tail County Fire Departments Mutual Aid Agreement for use of its equipment, personnel and other resources available to political subdivisions and from other political subdivisions, attached as Appendix B on behalf of the City of Pelican Rapids as a party to said agreement.

The motion for the adoption of the foregoing resolution was offered at a regular meeting of the City Council held on June 13, 2023, by Council Member _____, who moved for its adoption, was seconded by Council Member _____ and adopted by the following vote:

AYES:

NAYES:

Whereupon the above resolution was adopted.

ATTEST:

APPROVED:

City Clerk

Mayor

**JOINT COOPERATIVE AGREEMENT FOR USE OF
EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT**

[OTTER TAIL COUNTY FIRE DEPARTMENTS MUTUAL AID AGREEMENT]

THIS JOINT COOPERATIVE AGREEMENT (this “Agreement”) is entered into this _____ day of _____, 2023, (the “Effective Date”), by and between the political subdivisions located in Otter Tail County, State of Minnesota as listed in Appendix B, collectively, the Parties.

RECITALS

WHEREAS, each Party has fire equipment and personnel capable of responding to emergency situations in their respective and defined areas which includes providing emergency operation response services to other Party areas; and

WHEREAS, the Parties believe it will be mutually beneficial to provide emergency operation response services to each other or surrounding areas according to the terms and conditions provided under this Agreement.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

I. PURPOSE. This Agreement is made pursuant to Minnesota Statute § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The law of the States of Minnesota provides that political subdivisions and municipal corporations are empowered to make and enter into mutual aid agreements with other political subdivisions and municipal corporations in order to more effectively respond and provide public safety services during emergency situations. The intent of this Agreement is to make equipment, personnel, and other resources available to political subdivisions from other political subdivisions.

II. DEFINITIONS.

- a. “Requesting Official” means the person designated by a Party who is responsible for requesting assistance from the other Party.
- b. “Requesting Non-Official” means an emergency dispatch operator or a county sheriff, or their designee.
- c. “Requesting Party” means the Party that requests assistance from the other Party.
- d. “Responding Official” means the person designated by either Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.

- e. “Responding Party” means the Party that provides assistance to the Requesting Party.
- f. “Assistance” means fire and/or emergency medical services personnel and equipment.
- g. “Specialized Activity” means non-emergency assistance to include, but not be limited to, fire investigators, fire educators, fire instructors, training personnel, and associated equipment and facilities.

III. PARTIES. The Parties shall consist of the political subdivisions listed in Appendix B. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by each Party to each Party’s recognized political subdivision representative.

IV. PROCEDURE.

Subdivision 1. Request for Assistance. Whenever, in the opinion of a Requesting Official or Requesting Non-Official, there is a need for assistance from other parties, the Requesting Official, or Requesting Non-Official, may call upon the Responding Official to furnish assistance. Specialized activity of a non-emergency nature may be requested and/or provided by the Parties to this Agreement.

In order to invoke assistance under this Agreement, the Requesting Official or Requesting Non-Official shall be required to contact the Responding Official by voice communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched.

Subdivision 2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct their Party’s personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. The Responding Official may request information as is necessary to confirm the emergency situation and to assess the types and amounts of such assistance that shall be provided.

Subdivision 3. Recall of Assistance. The Responding Official may at any time recall such assistance when in their best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

Subdivision 4. Command of Scene. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance. The Responding Party’s personnel and equipment shall be released by the Requesting Party when the resources are no longer required or when the Responding Party is needed within the area for which it normally provides services. The Responding Party may also withdraw its personnel and equipment when deemed to be in the best interest of the Responding Party and following notice provided to the Requesting Party of the intended action. The Responding Party may withdraw resources if it determines response conditions are beyond acceptable risk.

Subdivision 5. Command of Scene by Requesting Non-Official. In the event that a request is made by a Requesting Non-Official due to a Requesting Party's lack of available personnel, the personnel and equipment of the Responding Party shall be under the direction and control of the Responding Party until such time as a Requesting Party has personnel able to assume command of the scene under the previous subdivision.

Subdivision 6. National Incident Management System. The Parties agree to implement the National Incident Management System during all emergency responses in accordance with NFPA 1561.

V. WORKERS' COMPENSATION.

Subdivision 1. Workers' Compensation Coverage. The Parties shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

Subdivision 2. Workers' Compensation Coverage. In the event that a Party responds to a call made by a Requesting Non-Official, that Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue the other Party to this Agreement for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its officers, employees, or volunteers.

Subdivision 3. Automobile Liability Coverage. The Parties will be responsible for its own actions and those of its employees and is responsible for complying with the motor vehicle financial responsibility laws of the State while they are providing assistance pursuant to this Agreement.

VI. DAMAGE TO EQUIPMENT. The Parties shall be responsible for damages to or loss of its own equipment. The Parties waive the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

VII. LIABILITY.

Subdivision 1. The Parties agree to waive all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. The Parties agree to hold the other Party harmless for all damages arising out of the provisions of assistance in accordance with the terms of this Agreement, even if the loss, damage, personal injury, or death was caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466, applicable to any one (1) party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each Party. For purposes of determining total liability for damages, the participating governmental units, are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit.

Subdivision 2. No Party to this Agreement, nor any officer of either Party, shall be liable to the other Party or to any other person for failure of either Party to furnish assistance to the other Party, or for recalling assistance, both as described in this Agreement.

VIII. CHARGES TO THE REQUESTING PARTY.

Subdivision 1: A Responding Party to this Agreement will not levy charges for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than four (4) hours ~~from the time the Responding Party responds to the Requesting Party's request and subsequently has returned to their respective jurisdiction.~~ The Requesting Party shall, regardless of the length of time of assistance, reimburse the Responding Party for supplies used. If assistance provided under this Agreement continues for more than four (4) hours, the Responding Party will submit to the Requesting Party, an itemized invoice for the actual cost of any assistance provided after the initial four (4) hour period. The REIMBURSEMENT RATE TABLE, attached as Appendix A, will be used to determine the amount to charge for equipment, personnel, and supplies. The itemized invoice for equipment, personnel, and supplies shall be delivered to the Requesting Party within ~~thirty fifteen (30+5)~~ days of the request for assistance, ~~or such charges may be null and void.~~ Charges for assistance are not contingent upon the availability of federal or state government funds.

Subdivision 2: The Requesting Party agrees to submit reimbursement to the Responding Party within thirty (30) days' receipt of the itemized invoice. If there are any disputes regarding the itemized invoice, the Requesting Party will pay the undisputed portion of the itemized invoice and the parties will arrange a meeting to discuss the disputed portion of the itemized invoice. Failure to resolve the dispute may result in mediation proceedings or the pursuit of other legal remedies.

IX. DURATION. This Agreement will be in force from the Effective Date and notification of the Recognized Parties political subdivision representative. This Agreement will be in force for a period of fifteen (15) years from the Effective Date. ~~Recognizing the numerous political subdivisions and their respective processes, this agreement will remain in effect beyond the fifteen (15) year period, if needed, to allow for the approval of an updated agreement by those choosing to do as listed within Appendix B.~~ The Parties may withdraw from this Agreement upon thirty (30) days' written notice to the other Party to this Agreement.

X. MISCELLANEOUS.

Subdivision 1. Regular Meetings. The Parties agree to meet on a regular basis, at least annually, to review interagency assistance plans and the provisions of this Agreement.

Subdivision 2. Similar Agreements. Nothing in this Agreement shall prevent the Parties herein from entering into similar agreements with another entity.

Subdivision 3. Written Amendment Required. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either Party of any default of the other Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

Subdivision 4. Grammatical Construction. Whenever the singular member is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

Subdivision 5. Third Party Beneficiaries. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause of action.

Subdivision 6. Default. Upon the occurrence of any non-performance of either Party's obligations under this Agreement which has not been cured within thirty (30) days after written notice to the breaching Party, the non-breaching Party may take any one (1) or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the non-breaching Party's performance under this Agreement until it receives assurances from the breaching Party satisfactory to the non-breaching Party that the breaching Party will cure such event of default and perform its obligations under this Agreement; and/or (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of the breaching Party.

Subdivision 7. Termination. The Parties to this Agreement may terminate this Agreement, upon written notice to the other Party. Such notice shall be effective thirty (30) days after receipt.

Subdivision 8. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

Subdivision 9. Force Majeure. Neither Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Subdivision 10. Notice. All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when electronically delivered with read receipt or deposited in the United States mail in certified form.

Subdivision 11. Agreement Binding on Successors. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

Subdivision 12. Minnesota Law Applies. This Agreement will be controlled by the laws of Minnesota.

Subdivision 13. Execution in Counterparts. This Agreement may be executed in counterparts with Recognized Parties having a fully executed counterpart.

Subdivision 14. Effective Date. The Effective Date is the date of the last signature appearing below.

IN WITNESS WHEREOF, this Agreement has been executed on the dates written below.

[Signatures contained on the following pages.]

POLITICAL SUBDIVISION

Date: _____, 2023

, Mayor

Attest:

Date: _____, 2023

, City Official

[Signatures continue on the following page.]

MUTUAL AID POLITICAL SUBDIVISION

Date: _____, 2023

, Mayor

Attest:

Date: _____, 2023

, City Official

APPENDIX A
REIMBURSEMENT RATE TABLE

The following table establishes reimbursement rates for fire department equipment, personnel, and supplies utilized in responding to requests for assistance under the JOINT COOPERATIVE AGREEMENT FOR USE OF EMERGENCY OPERATIONS PERSONNEL AND EQUIPMENT AGREEMENT.

REIMBURSEMENT RATE TABLE

Type of Equipment:	Cost per Hour*:
Aerial Ladder Truck	\$375
Type 1 and 2 Engine (>1,000gpm)	\$275
Type 3-7 Engine (Grass Rig)	\$150
Tanker/Tender	\$200
Rescue Truck	\$200
UTV/ATV (pump and/or patient capability)	\$75
Air Truck	\$200
Firefighter w/o Truck	\$15
Consumable Supplies	Replaced with like supplies

* The MN DNR equipment rates may help aid in determining costs of equipment and personnel.

APPENDIX B
RECOGNIZED PARTIES

City of Bluffton

City of Dalton

City of Deer Creek

City of Dent

City of Elizabeth

City of Fergus Falls

City of Henning

City of New York Mills

City of Ottertail

City of Parkers Prairie

City of Pelican Rapids

City of Perham

Battle Lake Area Fire and Rescue Association

City of Rothsay

City of Underwood

City of Vining

CDH- Vergas Fire Association

Friberg Township

Maine Township

Sverdrup Township

Dane Prairie Township

Aastad Township

St. Olaf Township

Tordenskjold Township

Tumuli Township

Amendment # 2 for Grant Contract Agreement #181962/PO #3000218107

Grant Contract Agreement Start Date:	<u>9/1/2020</u>	Total Grant Contract Agreement Amount:	<u>\$2,901,260.00</u>
Original Grant Contract Agreement Expiration Date:	<u>6/30/2025</u>	Original Grant Contract Agreement Amount:	<u>\$1,800,000.00</u>
Current Grant Contract Agreement Expiration Date:	<u>6/30/2025</u>	Previous Amendment(s) Total:	<u>\$920,000.00</u>
Requested Grant Contract Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$181,260.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Department of Natural Resources ("State") and the City of Pelican Rapids, 315 N Broadway, PO Box 350, Pelican Rapids, MN 56572 ("Grantee").

Recitals

1. The State has a grant contract agreement with the Grantee identified as #181962/3000177584/3000218107 ("Original Grant Contract") to provide reconnection in the Otter Tail watershed by modifying the Pelican Rapids Dam.
2. Additional funding will be required to complete the project. The project requires additional oversight time by the engineer and more rock material than originally anticipated.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

REVISION 1. Clause 4.1 "**Consideration**" is amended as follows:

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid ~~\$2,720,000.00~~ \$2,901,260.00 for actual expenses incurred.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed paid ~~\$2,720,000.00~~ \$2,901,260.00.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15

Signed: Felicia Barnes

650F68633C8A413 June 5, 2023

Date: _____

SWIFT Contract/PO No(s). 181962/3000218107 _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: City Administrator

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

Title: Director, Ecological & Water Resources _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Minnesota Department of Health

Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Eddie Wojski, 651-201-4576, eddie.wojski@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): City of Pelican Rapids	SWIFT Contract Number: 229381	MDH Program Name: Drinking Water Protection
Grantee SWIFT Vendor Number: 0000195498 SWIFT Vendor Location Code: 001	Effective Date: 6/15/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later. Expiration Date: 8/30/2024	Total State Grant Funds: \$1,393.63 Total Federal Grant Funds: \$0.00 Total Grant Funds (all funds): \$1,393.63

Minnesota Department of Health

Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("MDH") and City of Pelican Rapids ("Grantee"). Grantee's address is PO Box 350, Pelican Rapids, Minnesota 56572.

Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) along with § [114D.50](#) Clean Water Fund.
2. MDH is in need of assisting public water suppliers to protect the source of drinking water.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the activities according to the terms of this grant agreement. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

Grant Agreement

1. Term of Agreement

1.1. *Effective Date*

June 15, 2023, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

1.2. *Expiration Date*

August 30, 2024, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

1.3. *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant agreement: Liability; Financial Examinations; Government Data Practices and Data Disclosure; Ownership of Equipment and Supplies; Intellectual Property; Publicity and Endorsement; and Governing Law, Jurisdiction, and Venue.

2. Activities

2.1. *MDH's Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

2.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

3. Time

Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant agreement.

4.1. *Grant Award*

Reimbursement will be in accordance with the agreed upon budget contained in Exhibit B, which is attached and incorporated into this grant agreement

4.2. *Travel Expenses*

Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

4.3. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.4. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed \$1,393.63.

4.5. Terms of Payment**4.5.1. Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

Grantee shall email invoice to: health.swpgrants@state.mn.us

Or mail to:

Eddie Wojski
SWP Grant Coordinator
Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975

4.6. Contracting and Bidding Requirements**4.6.1. Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

4.6.2. Non-municipalities

Grantees that are not municipalities must adhere to the following standards in the event that activities assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
 - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List (<http://www.mmd.admin.state.mn.us/process/search/>);
 - 2) Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program (<https://mnucp.metc.state.mn.us/>); or
 - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

(<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>).

- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
 - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
 - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and reasonable price.
- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. MDH's Authorized Representative

MDH's Authorized Representative for purposes of administering this grant agreement is Eddie Wojski, SWP Grant Coordinator, 625 Robert Street N., PO Box 64975, St. Paul, MN 55164-0975, 651-201-4576, and eddie.wojski@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. Grantee's Authorized Representative

Grantee's Authorized Representative is Lance Roisum, City Administrator, PO Box 350, Pelican Rapids, MN 56572, 218-863-7076, and pradmin@loretel.net, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new

Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. Assignment

Grantee shall neither assign nor transfer any rights or obligations under this grant agreement.

7.2. Amendments

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

7.3. Waiver

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

7.4. Grant Agreement Complete

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this grant agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

9. Financial Examinations

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1. Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions

concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

10.2. Data Disclosure

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment and Supplies

11.1. Equipment. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

11.2. Supplies. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

12. Ownership of Materials and Intellectual Property Rights

12.1. Ownership of Materials

"Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

12.2. Intellectual Property Rights

Grantee represents and warrants that Materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another

including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

14. Publicity and Endorsement

14.1. Publicity

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. If federal funding is being used for this grant agreement, the federal program must also be recognized.

14.2. Endorsement

Grantee must not claim that MDH endorses its products, services, or activities.

15. Termination

15.1. Termination by MDH or Grantee

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

15.2. Termination for Cause

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email, or both) of termination to Grantee.

15.3. Termination for Insufficient Funding

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Clerical Error

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

18. Lobbying

- 18.1.** Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 18.2.** In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 18.3.** Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 18.4.** By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any

subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant agreement.

19. Other Provisions

19.1. *Voter Registration Services Requirement*

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

[Signatures on following page]

APPROVED:**1. State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

Charlotte Paulson

Digitally signed by Charlotte Paulson

Date: 2023.05.19 11:51:25 -05'00'

SWIFT Contract & Initial PO: 229381/3-102907**2. Grantee**

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A

2.2 Grantee's Duties

Grantee, who is not a state employee, shall:

- 2.2.1** Purchase a spill response kit.
- 2.2.2** Create educational packet to well owners in the Drinking Water Supply Management Area (DWSMA).
- 2.2.3** Grantee agrees that work shall take place only in the MDH approved DWSMA. Grantee will be reimbursed only for work that takes place in the DWSMA.
- 2.2.4** Grantee shall use the Clean Water Land and Legacy Amendment logo provided by MDH on all materials purchased or produced under this Grant Agreement (equipment, reports to the public, publications, displays, videos). Failure to display the logo may render the Grantee ineligible for reimbursement.
- 2.2.5** Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement.
- 2.2.6** Upon completion of the project, Grantee shall complete and submit an itemized Grant Invoice and a Grant Narrative Report to MDH SWP Grant Coordinator. The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- 2.2.7** On or before the end date of this Agreement, the Grantee shall provide MDH with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. If required by the nature of the project, data collected during the project shall be reported in a format acceptable to MDH.
- 2.2.8** In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee will forfeit payment. A Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.

Exhibit B

Activity Summary	Grant Amount
Purchase spill response kit	\$1,243.63
Educational packet to well owners in DWSMA	\$ 150.00
Total	\$1,393.63

Permitting fees payable to MDH (i.e. well construction fee; well sealing fee)

Pressure tanks are grant eligible, as part of a new well construction and pump system project. The pressure tank must be appropriately sized for the pump being proposed for the new well and not sized for additional water storage. Pressure tank designed to serve the purpose of water storage, as well as the replacement or maintenance of pressure tanks, remains ineligible for grant reimbursement.

Water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first.

CITY OF PELICAN RAPIDS

RESOLUTION NO. 2023-17

IT IS RESOLVED that the City of Pelican Rapids enter into MnDOT Agreement No. 1053874 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 59 and No. 108, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the _____ **Mayor**
 _____ (Title)
 and the _____ **Clerk-Treasurer**
 _____ (Title)
 are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Pelican Rapids at an authorized meeting held on the _____ 13th _____ day of _____ June _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public

My Commission Expires

 (Signature)

 Danielle Harthun
 (Type or Print Name)

 Clerk-Treasurer
 (Title)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF PELICAN RAPIDS
ROUTINE MAINTENANCE AGREEMENT**

**Routine Maintenance Performed by the City
on:**

**Total Agreement Amount
\$16,451.27**

Trunk Highway Number (T.H.): 59, CS 5617, 5618
Trunk Highway Number (T.H.): 108, CS 5623, 5625

**Amount Encumbered (Fiscal Year 2024)
\$8,044.63**

**Amount Encumbered (Fiscal Year 2025)
\$8,406.64**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and The City of Pelican Rapids acting through its City Council ("City").

Recitals

1. The State requests the City perform routine maintenance on certain trunk highway(s) located within the corporate city limits, and the City is willing to perform the routine maintenance; and
2. The State will reimburse the City for the routine maintenance performed; and
3. Under Minnesota Statutes § 161.38, subdivision 3, the State and the City wish to enter into an agreement that will provide routine maintenance performed by the City on certain trunk highway(s) located within the City limits; and
4. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. *Effective Date.*** This Agreement will be effective on July 1, 2023, or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration Date.*** This Agreement will expire on June 30, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.

2. Agreement Between the Parties

2.1. *Maintenance by the City.*

- A. *Location.*** The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
- i. On Trunk Highway No. 59 from 5th Avenue Southeast/5th Avenue Southwest on the south side of the city to Otter Tail County State Aid Highway 9 on the north side of the city, a total distance of 1.03 miles consisting of 2.06 lane miles.
 - ii. On Trunk Highway No. 108 from 3rd street Northwest to the north junction of Trunk Highway 59, a total distance of 0.24 miles and on Trunk Highway 108 from the south junction of Trunk Highway 59 to 5th Street Northeast, a total of 0.34 miles for a total of 0.58 miles consisting of 1.16 lane miles.
- B. *Total Mileage.*** The total trunk highway mileage for the routine maintenance performed under this Agreement is 1.61 miles consisting of 3.22 lane miles.

2.2. *Maintenance Responsibilities (Reimbursable).* The City will perform the following routine maintenance duties to the satisfaction of the State's District Maintenance Engineer at Detroit Lakes. All materials used in the performance of said routine maintenance must comply with the State's current "Standard Specifications for Construction".

- A. Maintain the trunk highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
- B. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- C. Sand, salt, or chemically treat the traveled roadway as necessary to provide for safe public travel.
- D. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23.
- E. Dispose of all snow, litter, debris, and any other foreign matter collected upon, along, or adjacent to the trunk highway proper and within the Trunk Highway Right-of-Way limits and State roadside development facilities (i.e. rest areas) according to all applicable laws, ordinances, and regulations.
- F. Maintain roadway markings, traffic control devices and safety devices in operating and usable condition. The State will place, install, and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on the trunk highway(s).
- G. Furnish all labor, materials, tools, equipment, and any other necessary items to perform the routine maintenance duties covered under this Agreement.

2.3. *Other Maintenance Responsibilities; Agreements (Non-Reimbursable).* The City is responsible for performing the following routine maintenance duties, without cost or expense to the State:

- A. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- B. Sand, salt, or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.

- C. Maintain any other facilities located within the Trunk Highway Right-of-Way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.

2.4. Traffic Control.

- A. The City may partially block the trunk highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the trunk highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the trunk highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the State ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
- C. The City will not close any portion of the trunk highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the trunk highway, the City must provide a suitable detour during such time.
- D. The City must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

2.5. Maintenance of Route Change of Trunk Highway. If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway, the City will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

2.6. City's Failure to Adequately Maintain. If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the State may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the State performs such routine maintenance, by the actual cost of the maintenance performed by the State in accordance with this Agreement.

2.7. Extraordinary Maintenance. The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Detroit Lakes approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes § 16A.15, subdivision 3.

2.8. Inspection of City Performed Maintenance. Authorized representatives of the City and the State will jointly inspect the involved trunk highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this Agreement.

3. Basis of State Cost

The State's payment to the City for routine maintenance will be based on the number of lane miles times the dollar value to be paid per lane mile per State fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

4. State Cost and Payment by the State

4.1. **State Cost.** \$16,451.27 is the State's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

A. **Fiscal Year 2024:** \$8,044.63 = 3.22 lane miles times \$2,498.33 per lane mile

B. **Fiscal Year 2025:** \$8,406.64 = 3.22 lane miles times \$2,610.76 per lane mile

4.2. **Conditions of Payment.** The State will make a lump sum payment to the City for routine maintenance performed, on a quarterly basis, on or after September 30, December 31, March 31, and June 30 of each State fiscal year after the following conditions have been met:

- A. Encumbrance by the State of the necessary funds for the routine maintenance payment amount.
- B. Execution of this Agreement and transmittal to the City.
- C. The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
 - i. The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and Article 2.6 of this Agreement.
 - ii. The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials, and equipment used to perform the routine maintenance.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Kohl Skalin MnDOT District 4 Maintenance Superintendent (or successor)
Address: 1000 West Highway 10, Detroit Lakes MN 56501
Telephone: 218-846-7943
E-Mail: kohl.skalin@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Lance Roisum, City Administrator (or successor)
Address: 315 North Broadway, PO Box 350, Pelican Rapids, MN 56572
Telephone: 218-863-7561
E-Mail: pradmin@loretel.net

6. Assignment; Amendments; Waiver; Contract Complete

6.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.

- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

- 7.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 7.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created,

collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF PELICAN RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: Mayor

Date: June 13, 2023

By: _____

Title: Clerk-Treasurer

Date: June 13, 2023

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Resolution 2023-18
DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT E.L. PETERSON PARK
DEED REQUIREMENTS

WHEREAS, the City of Pelican Rapids was awarded an Outdoor Recreational Grant sponsored through the Minnesota Department of Natural Resources; and

WHEREAS, the grant agreement requires that the City of Pelican Rapids shall record with the deed to all lands within E.L. Peterson Park specific language.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELICAN RAPIDS, STATE OF MINNESOTA, in order to comply with the Department of Natural Resources Project Contract LW27-01471, the City of Pelican Rapids does hereby impose the following restrictions on the property described in Attachment B to that contract.

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior.

I CERTIFY THAT the above resolution was adopted by the City Council, of the City of Pelican Rapids on June 13, 2023.

SIGNED:

(Signature)

Mayor (Date)

WITNESSED:

(Signature)

City Clerk (Date)



AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Pelican Rapids
315 North Broadway
PO Box 350
Pelican Rapids, MN 56572
Telephone Number: 218-863-7076

and the Contractor:
(Name, legal status, address and other information)

Hammers Construction, Inc., Professional Corporation
44434 Harvest Avenue
Perham, MN 56573
Telephone Number: 218-346-2195

for the following Project:
(Name, location and detailed description)

Pelican Rapids Pool Redesign
City of Pelican Rapids
New 3,868 square foot outdoor pool with a 3 lane 25-yard lap pool and diving well with 3-meter dive board. Pool will also include integrated splash pad; zero depth entry with integral mounting points for future play feature; plunge pool for 14-foot-high recreational open flume slide. Project also includes a 3,000 square foot pool house consisting of locker/changing/toilet/shower rooms for Men, women and families. Pool Mechanical/pump room.

The Architect:
(Name, legal status, address and other information)

Design Intent Architects, P.A., S Corp.
103 E. Lincoln Avenue
Telephone Number: 218-736-4733

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents; other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Owner.
- ☐ [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Int.

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: July 4, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Nine Hundred Sixty-One Thousand Nine Hundred Eighty Dollars (\$ 4,961,980.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
A-1	Deduct Thirty-Six Thousand Seven Hundred Twenty Dollars (\$-36,720.00)
AQ-1	Add Thirty-One Thousand Three Hundred Twenty Dollars (\$31,320.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, Performance Bonds, Testing, Permits

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage will be released per the general conditions of the contract, supplementary conditions to the contract, project specifications and the 2022 Minnesota Statute 337.10 Subd. 4

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Owner to pay for all work completed to date of termination

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brent Frazier
315 North Broadway
PO Box 350
Pelican Rapids, MN 56572
Telephone Number: 218-850-3770

Email Address: brentefrazier@gmail.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

John Carlson
44434 420th Avenue
Perham, MN 56573

Init.

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User Notes:

(2020436557)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

9.1.4 N/A

- .5 Drawings

Number	Title	Date
A1.0 – A5.1 (9 sheets)		
C1 – C3 (3 sheets)		
S0.1 – S4.2 (8 sheets)		
PM0.0, P1.0 – P4.1 (7 sheets)		
M1.0 – M4.1 (3 sheets)		
E0.1 – E4.0 (5 sheets)		
AQ0.0 – AQ3.6 (17 sheets)		

Init.

.6 Specifications

Section	Title	Date	Pages
Construction Project Manual	2022 City of Pelican Rapids Facilities Upgrades – Aquatic Center	February 13, 2023	662

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	2/24/23	2
Addendum 2	3/3/23	2
Addendum 3	3/8/23	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit VE (attached) – to be determined, based on the City of Pelican Rapids work session dated 6/2/2023	Value Engineering Items: 8, 9	6/5/23	1

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Init.

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User Notes:

(2020436557)

Brent Frazier, Mayor
(Printed name and title)

John Carlson, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:52:50 ET on 06/05/2023.

PAGE 1

AGREEMENT made as of the 5 day of June in the year 2023

...

(Name, legal status, address and other information)

City of Pelican Rapids
315 North Broadway
PO Box 350
Pelican Rapids, MN 56572
Telephone Number: 218-863-7076

...

Hammers Construction, Inc., Professional Corporation
44434 Harvest Avenue
Perham, MN 56573
Telephone Number: 218-346-2195

...

Pelican Rapids Pool Redesign
City of Pelican Rapids
New 3,868 square foot outdoor pool with a 3 lane 25-yard lap pool and diving well with 3-meter dive board. Pool will also include integrated splash pad; zero depth entry with integral mounting points for future play feature; plunge pool for 14-foot-high recreational open flume slide. Project also includes a 3,000 square foot pool house consisting of locker/changing/toilet/shower rooms for Men, women and families. Pool Mechanical/pump room.

...

Design Intent Architects, P.A., S Corp.
103 E. Lincoln Avenue
Telephone Number: 218-736-4733
PAGE 2

☒ The date of this Agreement.
PAGE 3

☒ By the following date: July 4, 2024

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Nine Hundred Sixty-One Thousand Nine Hundred Eighty Dollars (\$ 4,961,980.00), subject to additions and deductions as provided in the Contract Documents.

...

A-1

Deduct Thirty-Six Thousand Seven Hundred Twenty Dollars (\$-36,720.00)

AQ-1

Add Thirty-One Thousand Three Hundred Twenty Dollars (\$31,320.00)

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

PAGE 5

five percent (5%)

...

Insurance, Performance Bonds, Testing, Permits

...

Retainage will be released per the general conditions of the contract, supplementary conditions to the contract, project specifications and the 2022 Minnesota Statute 337.10 Subd. 4

...

8 % per annum

PAGE 6

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Owner to pay for all work completed to date of termination

...

Brent Frazier

315 North Broadway

PO Box 350

Pelican Rapids, MN 56572

Telephone Number: 218-850-3770

...

Email Address: brentefrazier@gmail.com

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User Notes:

(2020436557)

...

John Carlson
44434 420th Avenue
Perham, MN 56573

PAGE 7

9.1.4 N/A

...

A1.0 – A5.1 (9 sheets)
C1 – C3 (3 sheets)
S0.1 – S4.2 (8 sheets)
PM0.0, P1.0 – P4.1 (7 sheets)
M1.0 – M4.1 (3 sheets)
E0.1 – E4.0 (5 sheets)
AQ0.0 – AQ3.6 (17 sheets)

PAGE 8

<u>Construction Project Manual</u>	<u>2022 City of Pelican Rapids Facilities Upgrades – Aquatic Center</u>	<u>February 13, 2023</u>	<u>662</u>
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...

<u>Addendum 1</u>	<u>2/24/23</u>	<u>2</u>
<u>Addendum 2</u>	<u>3/3/23</u>	<u>2</u>
<u>Addendum 3</u>	<u>3/8/23</u>	<u>1</u>

...

[X] **Supplementary and other Conditions of the Contract:**

...

<u>Exhibit VE (attached) – to be determined based on the City of Pelican Rapids work session dated 6/2/2023</u>	<u>Value Engineering Items: 6/5/23 8, 9</u>	<u>1</u>
---	---	----------

PAGE 9

Brent Frazier, Mayor

John Carlson, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:52:50 ET on 06/05/2023 under Order No. 2114440880 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

15

**PROPERTY OWNER PETITION TO MUNICIPALITY
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF PELICAN RAPIDS, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of Pelican Rapids, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by Park Region Coop Oil Company, the sole property owner of the area proposed for annexation to annex certain property described herein lying in the Township of Pelican to the City of Pelican Rapids, County of Otter Tail, Minnesota.

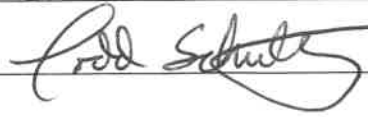
The area proposed for annexation is described as follows:

42673 County Highway 9 Pelican Rapids, MN 56572
Section-22 Township-136 Range-043 N115' of E430' of NW1/4 EX RD

1. There is one property owner in the area proposed for annexation.
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.
3. Said property is unincorporated, abuts on the city's west boundary and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 1.01 acres.
5. The reason for the requested annexation is so that said land is able to be served by the City's utilities, including but not limited to the City's public water and wastewater facilities.
6. The area proposed for annexation will be zoned (I) Industrial, as contemplated by Pelican Rapids City Code Sections 905.03 and 905.04, and shall be generally subject to any other applicable Sections in said City Code.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of Pelican Rapids, Minnesota.

Dated: 6-7-23

Signatures: 

Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Accounting Clerk	\$17.94	\$23.92	\$21.40	\$22.11	\$22.82	\$23.54	\$24.25	\$24.96	\$25.68	\$26.39	\$27.10	\$27.82	\$3.45	19.25%	\$3.89	16.27%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Catalog Librarian	\$19.00	\$20.26	\$21.40	\$22.11	\$22.82	\$23.54	\$24.25	\$24.96	\$25.68	\$26.39	\$27.10	\$27.82	\$2.40	12.62%	\$7.56	37.30%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Circulation Librarian	\$18.06	\$19.24	\$20.09	\$20.76	\$21.43	\$22.10	\$22.77	\$23.44	\$24.11	\$24.78	\$25.45	\$26.12	\$2.03	11.25%	\$6.88	35.76%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
City Administrator	\$38.80	\$51.73	\$40.17	\$41.51	\$42.84	\$44.18	\$45.52	\$46.86	\$48.20	\$49.54	\$50.88	\$52.22	\$1.37	3.53%	\$0.49	0.94%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Clerk/Treasurer	\$25.98	\$34.64	\$27.53	\$28.45	\$29.36	\$30.28	\$31.20	\$32.12	\$33.03	\$33.95	\$34.87	\$35.79	\$1.55	5.96%	\$1.14	3.30%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Library Custodian	\$11.31	\$15.08	\$16.63	\$17.19	\$17.74	\$18.30	\$18.85	\$19.41	\$19.96	\$20.51	\$21.07	\$21.62	\$5.32	47.03%	\$6.54	43.35%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages		Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	%	Top Step Change	%
Library Director	\$25.05	\$33.39	\$29.32	\$30.29	\$31.27	\$32.25	\$33.23	\$34.20	\$35.18	\$36.16	\$37.13	\$38.11	\$4.27	17.05%	\$4.72	14.12%

Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Liquor Store Manager	\$22.23	\$29.64	\$24.27	\$25.08	\$25.89	\$26.70	\$27.51	\$28.31	\$29.12	\$29.93	\$30.74	\$31.55	\$2.04	9.16%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Operation and Maintenance	\$18.30	\$24.40	\$22.79	\$23.55	\$24.31	\$25.07	\$25.83	\$26.59	\$27.35	\$28.11	\$28.87	\$29.63	\$4.49	24.52%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Police Chief	\$31.69	\$42.25	\$37.72	\$38.97	\$40.23	\$41.49	\$42.74	\$44.00	\$45.26	\$46.52	\$47.77	\$49.03	\$6.03	19.03%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Police Officer	\$22.35	\$29.80	\$29.32	\$30.29	\$31.27	\$32.25	\$33.23	\$34.20	\$35.18	\$36.16	\$37.13	\$38.11	\$6.97	31.19%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Police Relief Officer	\$20.53	\$27.37	\$24.27	\$25.08	\$25.89	\$26.70	\$27.51	\$28.31	\$29.12	\$29.93	\$30.74	\$31.55	\$3.74	18.22%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Recreationist/Office Specialist	\$14.16	\$18.88	\$18.87	\$19.49	\$20.12	\$20.75	\$21.38	\$22.01	\$22.64	\$23.27	\$23.90	\$24.53	\$4.70	33.22%
Job Class Proposed	Current 2023 Ranges		2023 New Ranges										Current 2023 - New 2023 Wages	
	Min.	Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Bottom Step Change	Top Step Change
Streets & Parks Supervisor	\$26.34	\$35.12	\$27.53	\$28.45	\$29.36	\$30.28	\$31.20	\$32.12	\$33.03	\$33.95	\$34.87	\$35.79	\$1.19	4.51%

Drafted by and after
recording return to:

BELL BANK
P.O. BOX 10877
FARGO, ND 58106-0877

SUBORDINATION OF RIGHT OF FIRST REFUSAL AND DECLARATION

THIS SUBORDINATION OF RIGHT OF FIRST REFUSAL AND DECLARATION
(this “**Subordination**”), is made as of _____, 2023, by and between the City of Pelican Rapids, Minnesota, a municipal corporation (the “**City**”) and Bell Bank, a North Dakota corporation (“**Bell**”).

RECITALS:

WHEREAS, the City, as Declarant, recorded that certain CIC Plat Number 104, 315 N Broadway Condominium and Declaration with the Registrar of Titles for Otter Tail County, Minnesota, on February 22, 2023, as Document No. 1288749 (“**Declaration**”) against real estate owned by Funeral Home Real Property, LLC (“**Borrower**”), legally described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Property**”);

WHEREAS, the Declaration contains a Right of First Refusal as set forth in Article XVI of the Declaration (“**Right of First Refusal**”).

WHEREAS, to secure certain financial accommodations made by Bell to Borrower (“**Bell Loan**”), Borrower has executed and delivered to Bell, a certain Mortgage encumbering the Property dated as of _____, 2023, and recorded on _____, 2023, in the Registrar of Titles for Otter Tail County, Minnesota, as Document No. _____ (together with all amendment, assumptions, supplements, modifications, renewals, extensions or replacements thereto, collectively, “**Bell Mortgage**”)

WHEREAS, as a condition to Bell’s agreement and continuing agreement to make the Bell Loan to Borrower, Bell requires that the Right of First Refusal and Declaration be subordinated to the Bell Mortgage.

AGREEMENTS:

NOW THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. The Recitals set forth above are true and correct and are hereby incorporated into this Subordination by reference.
2. The City hereby agrees that the Right of First Refusal and Declaration is and shall be and remain fully subordinate to the Bell Mortgage. The City agrees that Bell's security interest, lien and rights to the Property under the Bell Mortgage are superior to those of the City under the Right of First Refusal and Declaration, notwithstanding the date, manner or order of recording or perfection of the Right of First Refusal and Declaration or Bell Mortgage.
3. Bell may make and administer the Bell Loan in any manner it sees fit and may from time to time extend, amend, modify, suspend, revoke, rescind, change or terminate provisions of the Bell Mortgage or the note or any other document executed in connection with the Bell Loan, doing so without notice to or consent by the City, except as may otherwise be required by applicable law, and without affecting or impairing the terms of this Subordination. Bell may, at any time in its sole discretion, proceed against any or all of the collateral secured by the Bell Mortgage in whatever order Bell may determine without consent of the City and without impairing this Subordination.
4. This Subordination is made under the laws of the state in which the Property is located. This Subordination shall be binding upon and shall inure to the benefit of Bell and the City. Neither Borrower nor any person other than Bell or the City shall be entitled to rely on, have the benefit of or enforce this Subordination. This Subordination contains the entire agreement of Bell and the City regarding subordination of the Right of First Refusal and Declaration. No provision of this Subordination may be amended, modified, supplement, waived or terminated, except in a writing executed by the parties hereto.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the undersigned has executed this Subordination as of the date set forth above.

CITY OF PELICAN RAPIDS, MINNESOTA

By: _____

Name: _____

Its: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the _____ of the City of Pelican Rapids, Minnesota, the municipal corporation that is described herein, and known to me to be the person who executed the above and foregoing document, and acknowledged to me that he/she executed the same on behalf of said municipal corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Unit 201, together with LCE Assigned Parking for Unit 201 of CIC Plat No. 104, 315 N Broadway Condominium, Otter Tail County,
Minnesota

904.02 AIRPORT RULES AND REGULATIONS Subdivision

1. Purpose. The City is empowered by Minnesota Statutes §360.038 Subdivision 3. to adopt all needful rules, regulations and ordinances for the management, government and use of the Pelican Rapids Municipal Airport and the purpose of this Part is to provide certain regulations for the use of the Pelican Rapids Municipal Airport.

Subdivision 2. Definitions. The following terms, as used in this Part, shall have the meanings stated:

1. "Aircraft" - Any vehicle designed to fly, guide, float or sail in the air while carrying one or more persons including but not limited to airplanes, helicopters, hot air balloons, gliders, hand gliders and powered gliders.
2. "Person" - An individual, corporation, partnership, limited liability company or other legal entity.
3. "Incident" - Incident means a flood, fire, tornado, transportation accident, storage container rupture, leak, spill, emission discharge, escape, disposal, or other event that releases or immediately threatens to release a pesticide accidentally or otherwise into the environment, and may cause unreasonable adverse effects on the environment. Incident does not include a release from normal use of a pesticide or practice in accordance with law.

Subdivision 3. Rules and Regulations. A. All persons using the Pelican Rapids Municipal Airport shall abide by the following rules and regulations:

1. No person shall operate a business at the Pelican Rapids Municipal Airport, or operate out of the Pelican Rapids Municipal Airport as part of their business activity without first obtaining a business license from the Office of the City Clerk as set out in Subdivision 4, below. Chapter Nine, Page 8
2. Any person who stores or handles pesticides, herbicides, fungicides or other potentially hazardous substances as part of their regular business activity at the Pelican Rapids Municipal Airport must provide information to the City Clerk, including the identification of the general location of said materials, the type of materials, and a copy of the person's contingency plan for response to incidents.
3. No person involved in a business activity, unless covered by a lease shall clean or wash aircraft at the Pelican Rapids Municipal Airport.
4. All pilots shall use standard patterns on takeoff and landing.
5. All pilots and persons operating a business at or out of the Pelican Rapids Municipal Airport shall be responsible for any damage to the airport property and buildings resulting from their operation.
6. Incidents involving pesticides, herbicides, fungicides or other potentially hazardous substances must be reported immediately. Such incidents shall be reported to the State Duty Officer as well as the office of the City Clerk.

7. Any further rules and regulations imposed by the City Council as a condition of issuing the airport business license such as location of operation, hours of operation, or other rules and regulations shall also be followed.

Subdivision 4. Airport Business License.

A. All persons operating a business at the Pelican Rapids Municipal Airport, or who operate out of the Pelican Rapids Municipal Airport as part of their business activity, must first apply for a business license from the office of the City Clerk. Such applications shall include the following:

1. Name and address of the operator.
2. Name and address of the owner(s) of the operation and principal contact person.
3. If the operator is hired by another person or persons, the names and addresses of the person or persons who have hired the operator
4. A certificate of insurance listing the City as a certificate holder evidencing liability coverage for the operation in an amount of equal to or greater than \$300,000 or such other minimum amount set from time to time by resolution of the City Council
5. Payment of the annual Airport Business License fee of an amount set by resolution of the City Council, payable to the City of Pelican Rapids, at the office of the City Clerk. The initial license amount shall be \$1,500.00 per calendar year or portion thereof.

B. The operator shall give 48 hours notice to the City Clerk previous to the operator vacating the site of the operation.

C. All persons operating a business at the Pelican Rapids Municipal Airport or operating out of the Pelican Rapids Municipal Airport as part of their business activity shall comply with all federal and state laws, rules and regulations. Failure to do so may result in the suspension or revocation of the Airport Business License as well as other penalties as set forth in the City Code of the City of Pelican Rapids.



**Library Board Meeting
Agenda
June 5, 2023 6pm
Levorsen Meeting
Pelican Rapids Public Library**

1. Approval of the agenda
2. Approval of the May Minutes
3. Approval of the bills (Kevin)
4. Financial reports: (Annie)
5. Friends Update
6. Director's Report
 - a. Historic City Hall Meeting Policy
 - b. Juneteenth Holiday Closing
7. Chairman's discussion
 - a. Council Report
8. July 10, 2023 6pm Levorsen Meeting Room
- 9.

***The mission of the Pelican Rapids Public Library is:
to enrich individual and community life and serve as a community resource
through materials, programming and service for all people throughout their lives.***

Pelican Rapids Public Library Board Meeting May 1, 2023 6pm

Present: Cheryl, Judy, Kevin, Kathy, Annie

Attending Virtually: Sue

Absent: Dave

Approval of the agenda.

Strike agenda item 7 and 7a since the chair is absent

Kevin made motion, Judy seconded.

Roll call:

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Approval of April Minutes.

Kevin made motion, Sue seconded.

Roll call:

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Approval of the bills, (Kevin)

Judy made motion, Kevin seconded.

Library received Semi-Annual billing for purchase of Ice Melt from the city, Annie requests returning billing to city to pay as they are responsible for outside maintenance of the library building.

Sue made motion, Cheryl seconded.

Roll call:

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Financial reports: (Annie)

Cheryl made motion, Sue seconded.

Roll call:

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Friends Update: Finances are going strong. Book truck to open June 6th. Preparing for fund raiser, Tablescares-September 16th, must purchase tickets in advance. Speakers-writer and illustrator of children's books.

Directors Report: City clerk filed letter to change library's address, so new signage can be installed with directions to the library entrance.

Elementary Art show big hit, 400+ attendance.

Summer Reading Program to start June 5th and go through July, grant was submitted to pay for special entertainment for summer program.

Digital Newspaper of the Pelican Press (1892-1977) has been completed by MN Historical Society on their website.

Library has one final payment to be made.

Kevin made motion to adjourn meeting, Judy seconded.

Roll call:

Aye: Judy, yes. Kevin, yes. Cheryl, yes. Sue, yes. Passed.

Next meeting June 5, 2023 6pm Levorsen Meeting Room

		Actual YTD	2023 YTD	Budget 2023	Difference
Income					
Beginning balance					\$0.00
City Funding	34761	\$94,112.50	\$78,427.08	\$188,225.00	\$15,685.42
Non-resident reimbursement	34762		\$17,666.67	\$42,400.00	-\$17,666.67
Copies	34763	\$478.26	\$1,416.67	\$3,400.00	-\$938.41
Coffee Bar	34764		\$0.00	\$0.00	\$0.00
Fines	35103	\$29.00	\$0.00		\$29.00
Interest	36210	\$242.41	\$0.00		\$242.41
Donations	34765	\$10,825.00	\$7,166.67	\$17,200.00	\$3,658.33
Legacy Funding	34767		\$0.00		\$0.00
Refunds	34766		\$208.33	\$500.00	-\$208.33
General Fund Transfer	39201		\$0.00		\$0.00
Savings account transfer			\$0.00	\$0.00	\$0.00
Total Income		\$105,687.17	\$104,885.42	\$251,725.00	\$801.75
Expenses					
Staff salaries	100	\$67,203.72	\$70,064.15	\$168,153.96	\$2,860.43
Overtime	105		\$0.00		\$0.00
Pension	120	\$5,040.28	\$5,254.81	\$12,611.55	\$214.53
Staff medical insurance	130	\$3,212.24	\$4,583.33	\$11,000.00	\$1,371.09
FICA	122	\$5,030.65	\$5,359.91	\$12,863.78	\$329.26
Office supplies	200	\$730.05	\$1,350.00	\$3,240.00	\$619.95
Education	208		\$720.00	\$1,728.00	\$720.00
Coffee Bar Supplies	209		\$0.00		\$0.00
Library supplies	210	\$760.98	\$585.00	\$1,404.00	-\$175.98
Auditing	301		\$405.00	\$972.00	\$405.00
Legal fees	304		\$90.00	\$216.00	\$90.00
Phone/fax/security	320	\$1,095.78	\$1,395.00	\$3,348.00	\$299.22
Travel	331		\$180.00	\$432.00	\$180.00
Advertising	340		\$270.00	\$648.00	\$270.00
Building Insurance	360	\$169.83	\$3,627.20	\$8,705.29	\$3,457.37
Utilities	380	\$5,194.97	\$5,791.67	\$13,900.00	\$596.70
Building expenses	401	\$5,564.55	\$5,500.00	\$13,200.00	-\$64.55
Books	435	\$10,095.12	\$6,750.00	\$16,200.00	-\$3,345.12
Audio visual materials	440	\$4,184.65	\$4,754.25	\$11,410.20	\$569.60
Software	445	\$1,177.59	\$450.00	\$1,080.00	-\$727.59
Periodicals	450	\$168.00	\$900.00	\$2,160.00	\$732.00
Children's services program	455	\$198.53	\$291.67	\$700.00	\$93.14
VLS sub./Hot Reads	460		\$0.00		\$0.00
Automations-yearly fees	465		\$1,440.00	\$3,456.00	\$1,440.00
Equipment/Capital Outlay	500	\$13,283.00	\$0.00		-\$13,283.00
			\$0.00		\$0.00
Afterschool Programing			\$0.00		\$0.00
Refunds	470		\$45.00	\$108.00	\$45.00
<i>Savings account</i>			\$0.00		\$0.00
Operating expenses Total		\$123,109.94		\$287,536.78	
Difference		-\$17,422.77		-\$35,811.78	

City of Pelican Rapids

Historic City Hall Meeting Room Policy

PURPOSE

Historic City Hall (HCH) has the ability to meet general informational, educational, cultural, and community needs, including activities such as discussion groups, panels, lectures, conferences, seminars, displays, and classes. Any gathering must not interfere with Historic City Hall's primary function.

POLICY

The main level of HCH is available for public gatherings of a community, cultural, or educational nature. Examples of events that are NOT allowed in HCH include - but are not limited to - money-raising functions and commercial endeavors. The fact that a group is permitted to the space does not constitute endorsement by the City of the group's policies or beliefs and cannot be marketed as such. City sponsored or co-sponsored programs will always be given first priority in scheduling. The following policies do not apply to City events or City-sponsored events.

AUTHORITY/RESPONSIBILITY

Requests for use of HCH may be made in person, by telephone, or in writing. Requests will be honored on first-come, first-served basis. All applicants are required to sign a HCH User Agreement form prior to use of the space.

1. Eligibility:

- a. The use of HCH will be open to all groups and citizens on an equal and equitable basis. The City does not advocate or endorse the viewpoints of meetings or users.
- b. Meetings must be free and open to the public. This means that anyone from the public can join the event at any time. Prohibition from anyone at any time makes it a private group and subject to the fee scale listed below.
- c. Governmental agencies or officials may use HCH without fees and may close the meeting to the public as the law may permit.
- d. For-profit enterprises may use HCH with payment of fees for education and training, but may not sell or dispense their product; distribute advertising, or schedule appointments for follow-up sales. "Solicitation" is any act or attempt to advertise, market or sell any product or service or to seek membership in any organization, or to obtain a donation/contribution. This includes the collection of "free-will" offerings.

2. Hours: HCH is open as a Tourist Information Center Tuesday-Friday 10am to 4pm and Saturdays 10am to 2pm May 1st thru October 31st.

3. Fees: Payment of cash or check must be paid at the Library before the use of HCH. Checks are payable to the City of Pelican Rapids.

- i. Include setup and cleanup time in your reservation request.
- b. For-profit groups and private meetings must pay a service fee of:
- c. \$50 for up to four hours and \$10 for each additional hour, per 24-hour period.

4. **Scheduling:** Meetings may be scheduled for the current month and 3 months in advance through any library staff member by calling 218-863-7055, emailing, prpl@prpubliclibrary.org or in person.
 - a. Date and times are available on a first come, first served basis. No group has an automatic right to a certain date on a recurring basis, unless approved by the Pelican Rapids City Council. Notice of cancellation should be made as soon as possible. If a meeting representative has not called or arrived after 15 minutes of the scheduled set up time, the reservation will be cancelled and available on a first come first served basis.
 - b. If the reservation is outside of Library business hours, keys must be picked up prior to the meeting time at the Library and then returned to the book drop on the building. Staff will not call and remind you to pick up a key to an after-hours meeting nor will staff be available after hours to let people into the building.
 - c. The City reserves the right to cancel any booking with a two weeks' notice should it need the room for its own purpose. If HCH should be forced to close due to weather conditions or other emergencies, the City reserves the right to cancel reservations for the time which it is closed.
5. **Physical Arrangement:** City staff shall not be responsible for the physical arrangement of the main level or arrangements for refreshments. Tables and chairs are provided in the facility. The main level must be returned to its original condition and arrangement. No one is allowed to enter the upstairs or basement of the building during the event. Charges will be assessed for cleaning required, or damage incurred, during the use of the space. Failure to pay such charges will result in denial of HCH use in the future.
6. **Responsibility:** The City and its staff and representatives are not responsible for any loss or damage suffered by meeting room users or their guests. Groups holding meetings in HCH assume responsibility for any damage to the room, contents, or equipment. The individual signing the Application for Use of HCH will be designated the person responsible for the condition of the room. Permission to use HCH may be withheld from groups failing to comply with HCH policy and from any group that damages the room, carpet, equipment, furniture, or causes a disturbance.
7. **Refreshments:** Groups who use HCH may serve food and drink. Smoking and serving of intoxicating beverages in public meeting rooms is prohibited. Gambling activities of any type may not take place in HCH. No lighted candles of any kind are allowed on HCH premises.
8. **Indemnification:** HCH shall not be identified as meeting room user's address or office. The City will not receive mail on behalf of the user or keep any materials, equipment or personal property of the user. HCH's telephone number will not be used or listed as the user's telephone number. The fact that a group is permitted to meet in HCH does not constitute an endorsement by the City of the group's beliefs, policies or programs. Any printed publicity must include, "This program is not sponsored by the City of Pelican Rapids."
9. **Revocation for Use:** The City Council or appointed staff reserves the right to revoke permission to use HCH if users violate any part of these regulations. The City reserves the right to preempt use of HCH without notice.
10. **Technology Needs:** Groups wishing to use HCH's technology need to request use at the time of reserving the room. A listing of technology is on the HCH request form.

- a. There is no charge for the use of the equipment. Equipment should be reserved at the time the room is reserved. HCH cannot provide operators for the equipment. If instruction is required for equipment operation, a representative of the group must make an appointment prior to the reservation for training. The City reserves the right to deny the use of audio-visual equipment to anyone who cannot demonstrate due competence and proper care in the use of the equipment.
 - b. At the time of booking, users planning to bring in their own equipment must inform City staff of the nature of the equipment that will be used. City staff WILL NOT assist with the operation of patron-owned equipment.
2. **Occupancy: ?**

DRAFT

City of Pelican Rapids Historic City Hall Main Level User Agreement Form

I, _____ as the representative of _____

do hereby agree, by signing, to abide by the following regulations:

- City of Pelican Rapids employees shall not handle, care for, or act as custodians of any equipment or property at the meeting, and shall not be liable for any loss or damage to such property.
- PARKING: We would prefer that you park in the City parking lots northeast of Historic City Hall (HCH).
- HCH will not store supplies for future meetings, unless authorized by the City Council.
- The City reserves the right to eject or cause to be ejected from the facilities any disorderly person or persons. Neither the City nor its employees shall be liable to users for any damage that may result from such actions.
- City needs may pre-empt any other scheduled event.
- It will be the responsibility of the applicant to follow all applicable local, state and federal safety rules and regulations.
- The applicant is responsible for keeping the basement door locked and enforcing no entrance to the basement and the upper level.
- The applicant shall pay any damage resulting from use of the facility.
- Applicant is responsible for setting up and leaving the building in the condition in which it was found, all trash should be collected and placed in the appropriate containers.
- HCH furniture is for in-house use only and may not be removed from the building.
- No solicitation or fees may be charged for a meeting held in HCH without City Council approval.
- Signs are permitted on the doors of HCH during the scheduled meeting.
- Handouts may be distributed inside the building only.
- Groups not complying with the above regulations will not be allowed future use of HCH.
- Applicant understands that the building must be returned to its original set-up and cleaned.
- Applicant agrees to finish and vacate the building 15 minutes before HCH closing time, unless prior arrangements have been made with City staff.

Having read and understanding the Historic City Hall Policy of the City of Pelican Rapids, I hereby relieve the City of all responsibility for any injury to, or loss by, any person attending the meeting/event and will comply with the rules of the policy.

Applicant Signature: _____ **Date:** _____

Printed Name: _____ **Phone Number:** _____

Organization:

☒ 501 C3 ☐ Gov ☐ Business

Expected Number of people attending:

Historic City Hall Request Form

1. Name: _____
2. Name of Group: _____
3. Description of Meeting: _____
4. Date of Meeting _____
5. Time of Meeting: _____
6. Set up Required? _____
7. # of attendees expected: _____
8. Will you serve food? _____
9. Please check any of the following items of technology needed.:
 - a. Projector
 - b. Screen

Paid Cash/Check # _____

Date: _____