



PELICAN RAPIDS
CITY COUNCIL AGENDA

March 21, 2024

Tuesday, March 26, 2024

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 – March 12, 2024
 - b) Approval of Accounts Payable Listings
 - c) Staff Reports
 1. Utilities Report – February 2024 (In Packet)
 2. Liquor Store Report (In Packet)
 3. Financial Report (In Packet)
5. Resolution 2024-04 Approving The Sale Of The City's General Obligation Temporary Improvement Bond, Series 2024A – (In Packet) Tammy Omdal
6. PRAC Change Request (In Packet) PRAC Update – Kelly Januszewski
 - Change Request #7 To Hammers Construction For -\$5,355.00
7. WWTF Final Clarifier No. 4 Discussion (In Packet)
8. Legal Services Of Minnesota – Crystal Jamerson
9. Ringdahl Ambulance Update(s) – Butch Murphy
 - 2024 Ringdahl Ambulance Agreement For Service (In Packet)
10. PRFD – Shad Hanson
11. EDA Updates
 - Lake Region Electric Cooperative Revolving Loan Fund (In Packet)
 - Showcase Pelican Rapids
 - EDA Board Opening
12. Police Update – Todd Quaintance
 - Oath Of Office – Officer Brandenburger (In Packet)
 - Body Camera/Squad Camera Policy Review (In Packet)
 - Squad Radio Needs (In Packet)
 - Firearm Purchase (In Packet)

- Hiring Process Update (In Packet)
 - Gambling Ordinance (In Packet)
13. 2nd Ave SE Drainage Improvement Easements (In Packet)
 - Permanent Utility Easement Agreement – Efrain Franco Ramirez
 - Permanent Utility Easement Agreement – Efrain Franco Ramirez & Yuliana Esmeraldo Franco
 - Permanent Utility Easement Agreement – Pelican Pete Body Shop & Towing, Inc
 - Temporary Utility And Construction Easement Agreement – Efrain Franco Ramirez
 - Temporary Utility And Construction Easement Agreement – Pelican Pete Body Shop & Towing, Inc.
 14. Updated Rental Inspection Services Agreement (In Packet)
 15. Administrator Report
 16. Mayor Report
 17. Adjourn

March 12, 2024 Council Meeting Minutes

Call to Order

Roll Call of Members

Mayor Frazier called the regular city council meeting to order at 4:30 pm on Tuesday, March 12, 2024 in Council Chambers, City Hall. Clerk-Treasurer Harthun conducted a roll call verifying the presence of Council members Steve Strand, Kevin Ballard, Curt Markgraf, Steve Foster and Mayor Brent E. Frazier.

Welcoming Remarks

The Mayor welcomed all attendees, including those joining via Zoom, and noted the meetings are available on YouTube and local cable Channel 14 and provided announcements about upcoming events and meetings.

Pledge of Allegiance

Attendees stood for the Pledge of Allegiance.

Citizen's Comments

No citizens came forward for comments.

Additions / Deletions to Agenda

There were no additions or deletions made to the agenda.

"Move to approve the agenda as presented." Motion carried, by Strand, seconded by Markgraf.

Approval of Consent Agenda

The consent agenda consisting of the approval of council minutes, accounts payable listing, and Police Chief Report was presented and approved.

"Motion to approve the consent agenda." Motion carried, by Markgraf, seconded by Ballard.

Apex Engineering Projects

City Engineer, Bob Schlieman, reviewed the cost for the Complete Streets Project on TH 59/108, along with the grants the City has received. The total estimated City cost is \$7,988,230 but after grants, the estimated total will be \$6,943,640.

Resolution 2024-05

Resolution 2024-05 was presented; **RESOLUTION SUPPORTING AWARD OF CONSTRUCTION CONTRACT FOR HIGHWAY 59 AND 108 RECONSTRUCTION PROJECT**. (A complete text of this resolution is part of permanent public record in the City Clerk's office.)

"I move to adopt Resolution 2024-05." Motion passed and resolution declared duly adopted, by Foster, seconded by Strand.

The City needs to approve Task Order No. 8, which included services to be provided by during construction.

"I move to approve Task Order No. 8." Motion carried, by Markgraf, seconded by Foster.

Bids were received from six contractors on March 6, 2024 for the 2nd Avenue SE Drainage Project. The low bid was \$81,402 from Feldt Plumbing and Excavating of Detroit Lakes, MN. The City has 60 days to award the contract and get the easements in place.

The design services for Pinewood Estates Development is near completion. The City will need to advertise for construction bids.

"Move to advertise for bids." Motion carried, by Ballard, seconded by Foster.

March 12, 2024 Council Meeting Minutes

Pelican River Proposed Rock Riffle

Howard Fullhart, MN DNR, spoke to Council about putting in a Rock Riffle at the 1st Street Barrier (by snowmobile bridge). The DNR would work with Houston Engineering to design for more water movement over the barrier at no cost to the City. Strand, Markgraf to proceed

"I move to proceed." Motion carried, by Strand, seconded by Markgraf.

Street and Park Report

Brian Olson updated Council on the past month. He has been advertising for lifeguards, pool manager and parks mower. Very little snow this year, so the city has not done much plowing.

"I move to approve the streets and parks report." Motion carried, by Strand, seconded by Ballard.

PRAC Pay Request No. 8

Council considered PRAC Pay Request No. 8 for Hammers Construction Inc. for \$388,940.82.

"Move to approve Pay Request No. 8 for \$388,940.82 to Hammers Construction Inc." Motion carried, by Ballard, seconded by Foster.

Library Report

Library Report was included in the Council Packet for Council.

Administrator Report

The Administrator reported since the last council meeting he has worked with Clerk and Mayor to set council agenda and prepped for the meeting, attended a department head meeting, met with Wes Keller from Houston Engineering for a wrap up meeting for the River Restoration Project, met with DEED representatives for the monitoring visit of the pool project, completed the required annual report for the state grant and working on the first pay request to DEED, met with Staci Allmaras and Alex Ohman about updates with the Bridge Center, attended the 2nd Ave SE drainage project bid opening, attended the Fire Department annual township meeting, met with Greg and Dennis of PeopleService and walked through the Water Plant and Wastewater Plant and they explained the equipment and treatment process, worked with Dennis from PeopleService and Tim Bohmer from Municipal Service Co. Inc. on options for repairing Final Clarifier #4 at the WWTF, worked on getting the 10th Ave SE lot back from Otter Tail County so the city can sell it to Mike Carlson as he plans to construct a twin home on that parcel.

Mayor Report

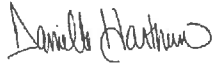
The Mayor reported since the last meeting he; submitted columns to the Pelican Press, visited with businesses and non-profits, conducted a "Conversations with the Mayor" session at Historic City Hall on February 29, on March 1 signed a letter of support for a two week Summer Dance Camp at the Pelican Rapids High School which was authored by Mr. Dick Nelson, promoted Pelican Rapids at a booth at the Fargo Air Museum for the Northern Plains Botanic Garden Society Annual Meeting on March 2, delivered opening remarks at the First Responders Appreciation Banquet on March 3 at The Barn in Dunvilla, met with Administrator Roisum, Staci Allmaras and Pastor Alex Ohman on March 4 regarding an update on the Bridge Center, attended the 2nd Avenue SE Drainage Improvements Bid Opening on March 6, presented an overview of Pelican Rapids projects and housing needs to a group of contractors at the ICS Energy Solutions business on March 6, attended the Pelican Rapids Area Firemen's Annual Meeting on March 6, delivered closing remarks at the "Partners in Anti-Trafficking" Conference at Zion Lutheran Church on March 9 and met with Administrator Roisum on March 11 to plan the agenda for this council meeting.

March 12, 2024 Council Meeting Minutes

Adjourn

With no further items to discuss, a motion was made and seconded to adjourn the meeting at 5:03 pm.

"We have a motion to adjourn." Motion carried, by Strand, seconded by Ballard.

A handwritten signature in black ink, appearing to read "Danielle Harthun".

Danielle Harthun
Clerk-Treasurer

CITY OF PELICAN RAPIDS

03/26/24 City of Pelican Rapids Bill Listing

Vendor Name	Comments	Amount
APEX ENGINEERING GROUP	IMPROVEMENT PROJECTS	\$22,908.00
ARAMARK	PK; STR; LINEN SERVICE	\$132.64
ARVIG	ALL; COMMUNICATIONS	\$1,206.14
AXON ENTERPRISE INC	PD; EDUCATION	\$866.00
BALLARDS SANITATION, INC.	ALL; GARBAGE SERVICES	\$1,138.83
BELL BANK CREDIT CARD	ALL; SUPPLIES	\$188.02
DAKOTA BUSINESS SOLUTIONS	ALL; SUPPLIES	\$223.00
FERGUSON WATERWORKS	SWR; WTR; WATER METER	\$3,909.22
GALLS	PD; UNIFORMS	\$270.49
GOLDEN WEST INDUSTRIAL SUPPLY CORP	PD; SUPPLIES	\$164.12
GPNG	ALL; UTILITIES	\$2,484.86
HAWKINS, INC	WWTF; WTP; SUPPLIES	\$17,351.89
KREKELBERG LAW FIRM	PD; PROSECUTING FEES	\$825.00
KREKELBERG LAW FIRM CITY	GENERAL LEGAL	\$529.65
LOCATORS AND SUPPLIES, INC	STR; SUPPLIES	\$111.98
LREC	SIGN; AIR; UTILITIES	\$262.95
MARTINEZ, KATE WOOLEVER	LRAC; SUPPLIES	\$500.00
MOENKEDICKS WINDOW WIZARD	ALL; WINDOW CLEANING	\$179.00
MOTOROLA SOLUTIONS, INC.	PD; SUPPLIES	\$509.40
NAPA	STR; SUPPLIES	\$57.96
NELSON AUTO CENTER, INC	STR; REPAIRS	\$515.02
OK TIRE CRM	STR; SERVICES	\$30.00
PARK REGION CO OP	ALL; FUEL	\$1,810.54
PELICAN RAPIDS PRESS	ALL; SUPPLIES & PUBLICATIONS	\$1,766.13
PEOPLESERVICE, INC	WWTF; MONTHLY SERVICE	\$23,355.00
PERRIN MOBILE MEDICAL	STR; DRUG TESTING	\$180.00
PINE TO PRAIRIE BIRDING TRAIL	ALL; CONTRIBUTION	\$1,000.00
RMB ENVIRONMENTAL LABORATORIES	WCT; LAB TESTING	\$574.75
SOURCE ONE GROUP, INC	SWR; LEACHATE MANAGEMENT	\$598.50
SOUTHTOWN	ALL; FUEL	\$340.25
STOCK GROWERS BANK	FD; 2018 ROSENBAUER TANKER INT	\$43,539.56
TASC	ALL; COBRA FEE	\$36.34
TEAM LABORATORY CHEMICAL	LAG; MEGA BUGS	\$2,287.50
Total:		\$129,852.74

CITY OF PELICAN RAPIDS

03/26/24 Liquor Store Bill Listing

<u>Vendor Name</u>	<u>Comments</u>	<u>Amount</u>
ARAMARK	RUG SERVICES	\$35.96
ARVIG	COMMUNICATION	\$186.75
BELLBOY CORPORATION	LIQUOR	\$3,313.09
BERGSETH BROS. CO. INC	BEER	\$14,021.67
BEVERAGE WHOLESALERS, INC	BEER	\$5,826.62
BREAKTHRU BEVERAGE	LIQUOR	\$4,250.94
DS BEVERAGES, INC	BEER	\$4,109.05
GPNG	UTILITIES	\$45.39
JOHNSON BROTHERS LIQUOR CO	LIQUOR/WINE	\$3,224.33
MCKINNON CO. INC	POP/MIX/BAR SUPPLIES	\$126.00
PAUSTIS WINE COMPANY	WINE	\$2,752.90
PEPSI	POP/MX/BAR SUPPLIES	\$323.40
PHILLIPS WINE & SPIRITS	LIQUOR	\$1,100.74
SOUTHERN GLAZERS	LIQUOR	\$3,582.45
VIKING COCA-COLA BOTTLING CO	POP/MIX/BAR SUPPLIES	\$339.55
TOTAL:		\$43,238.84



Date: March 11, 2024

To: City of Pelican Rapids

From: Dennis Dalager, Calvin Miller, Operators

O & M Report: February 2024

DEADLINE FOR YOU TO COMPLETE THE LEAD SERVICE LINE (LSL) INVENTORY IS OCTOBER 16, 2024

Water Operation & Maintenance

- Fluoride report sent in to MDH.
- Rotated well sequence.
- Changed chlorine tanks as needed.
- Hawkins delivery.
- Daily well checks.
- Check chlorine concentration daily.
- New scale system installed for the potassium permanganate system.

Wastewater Operation & Maintenance

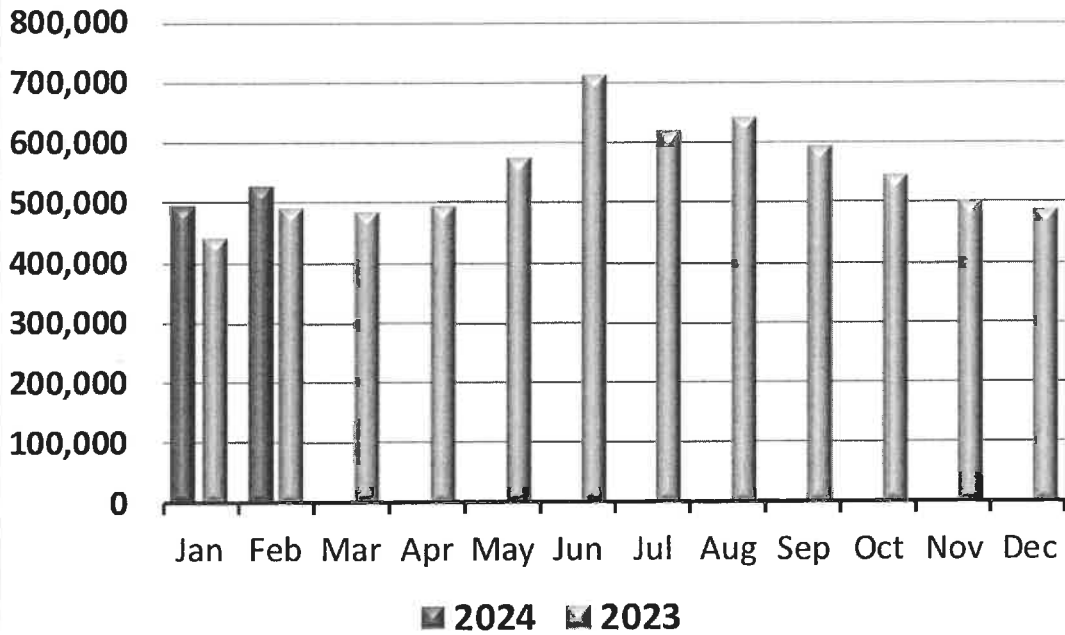
- Collected required weekly samples and sent them to RMB labs.
- Recorded all findings on DMR.
- Weekly pond measurements.
- Performed all daily labs and adjusted plant, as necessary.
- Ran generator twice.
- Daily checks of plant and lift stations.
- Clarifier #4 is down due to tripping the safety over torque.
- Had Tim Bowlmer inspect and he recommend a lot of repairs are needed. Will send in a break down when I receive it.

PeopleService^{INC.}

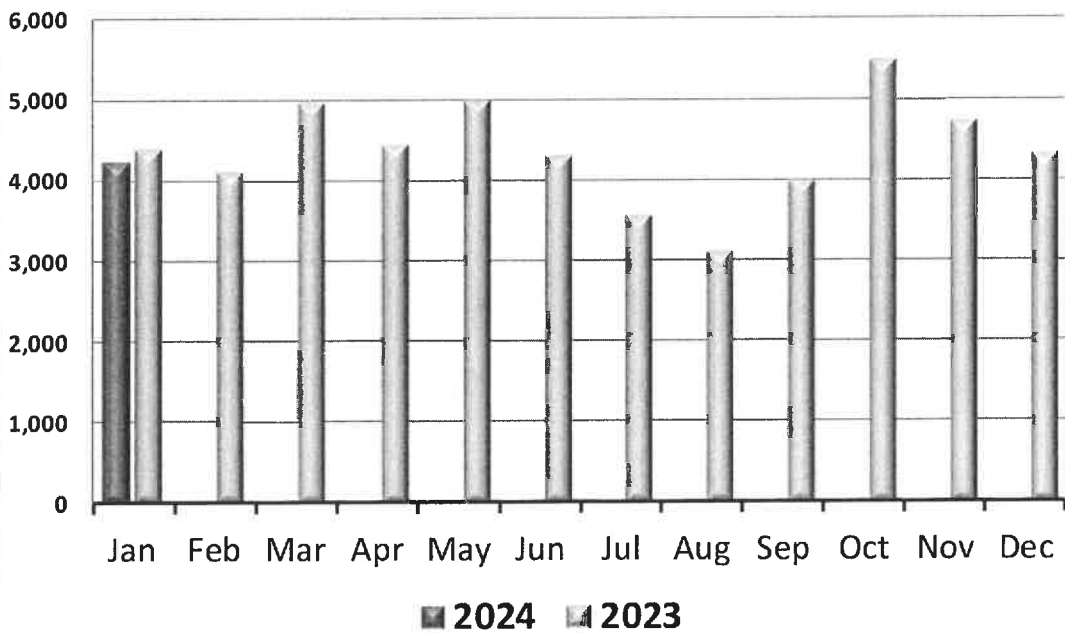
Water & Wastewater Professionals

		February-24	January-24	February-23
Water	Units			
Average Daily Pumped	gallons	526,558	497,516	493,000
Maximum Daily Pumped	gallons	687,000	677,000	601,000
Total Monthly Pumped	gallons	15,267,000	15,423,000	13,804,000
Average Daily Fluoride Conc.	mg/L	0.84	0.72	0.85
Fluoride used	gallons	121.00	133.00	122.00
Total Chlorine Residual	mg/L	0.69	0.35	0.69
Chlorine used	lbs	376.00	406.00	467.00
Phosphorus				
Phos Influent	mg/L	0	9	10
Phos Effluent	mg/L	0.00	0.40	0.90
Phos Effluent Permit Limit	mg/L	1	1	1
Phos Effluent Loading	kg/YTD	0.00	18.10	58.90
Phos Effluent Loading Permit Limit	kg/YTD	1,257.60	1,257.60	1,257.60
Chemical Used	gallons	0.00	4,229.00	4,096.00
Total Chloride	mg/L	0.00	406.00	500.00
Effluent Flow				
Average Daily	gallons	0	380,000	410,000
Maximum Daily	gallons	0	568,000	506,000
Total Monthly	gallons	0	11,782,000	11,487,000
Precipitation Monthly Total	Inches	0.00	0.19	1.10
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$18,634.00	\$7,159.00	38%	17%
Total	\$18,634.00	\$7,159.00	38%	17%

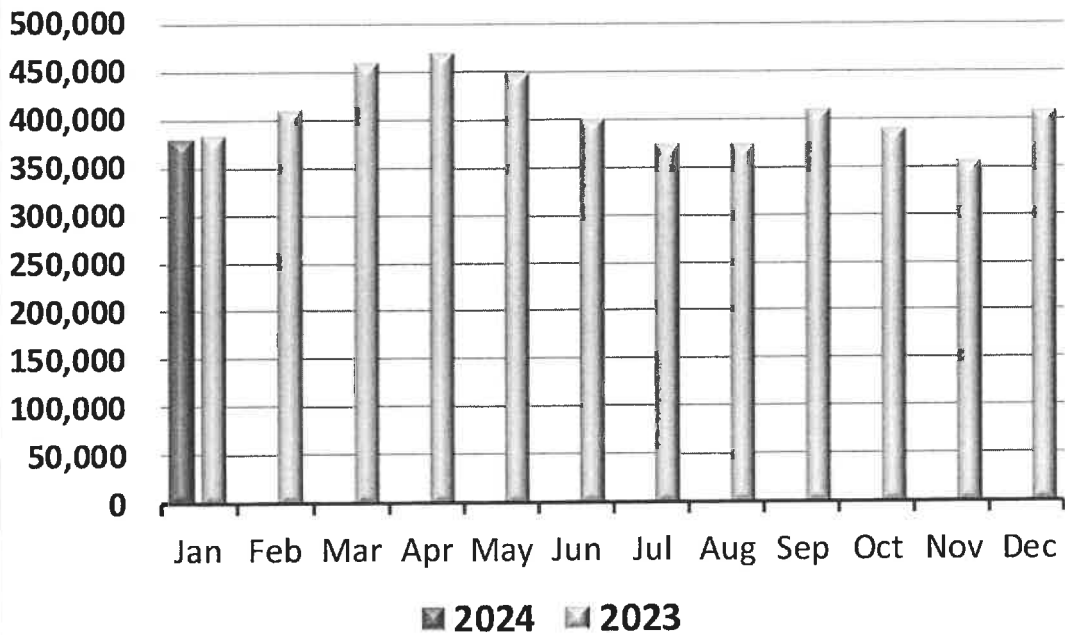
Average Daily Water Pumped - In Gallons



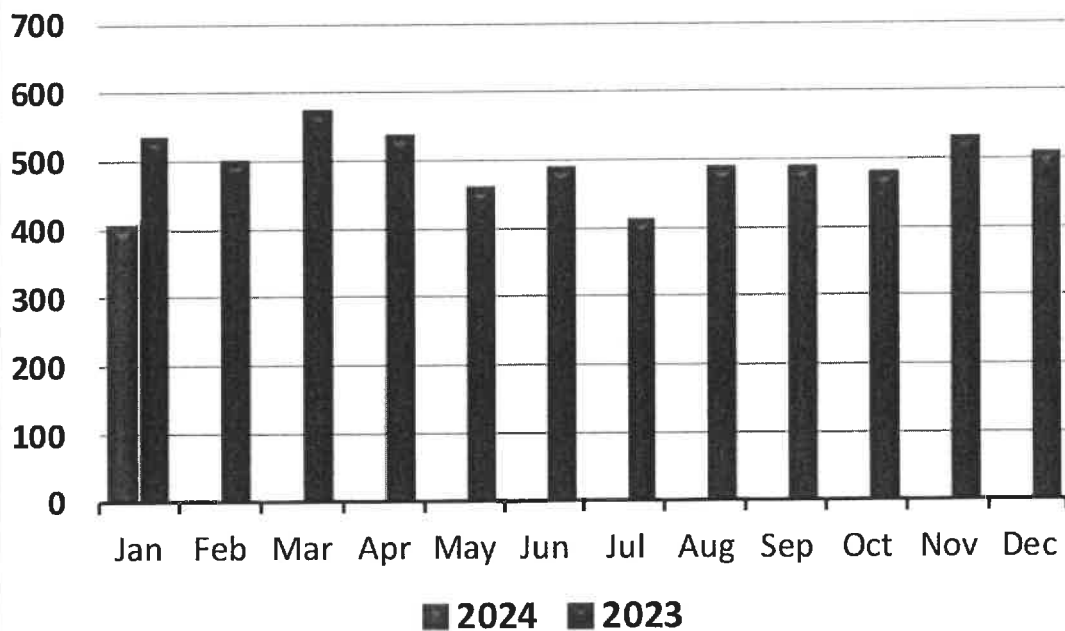
Monthly Total of Chemical used - In Gallons



Average Daily Wastewater Pumped - In Gallons



Total Monthly Chloride





CITY OF PELICAN RAPIDS

1 - Liquor Store Profit Loss

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PELICAN RAPIDS

Account Descr	February 2024 Amt	February 2023 Amt	Difference to LY	2024 YTD Amt	2023 YTD Amt	YTD Difference
R Revenue						
R 609-34766 Refunds & Reimburs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 609-34950 Other Revenues	\$16.00	\$18.00	(\$2.00)	\$32.00	\$36.00	(\$4.00)
R 609-36210 Interest Earnings	\$596.37	\$585.99	\$10.38	\$1,295.93	\$1,187.37	\$108.56
R 609-37811 Liquor & Wine Sales	\$32,536.61	\$34,249.88	(\$1,713.27)	\$67,525.50	\$69,870.84	(\$2,345.34)
R 609-37812 Beer Sales	\$57,930.17	\$53,496.36	\$4,433.81	\$113,868.45	\$108,488.88	\$5,379.57
R 609-37813 Ice Sales	\$294.00	\$258.00	\$36.00	\$587.00	\$521.00	\$66.00
R 609-37814 Pop/Mix/Misc Sales	\$1,284.94	\$1,241.26	\$43.68	\$2,588.27	\$2,587.40	\$0.87
R 609-37815 NA Beer/Wine Sales	\$417.39	\$422.07	(\$4.68)	\$667.34	\$668.46	(\$1.12)
R 609-37817 Gift Cards Sold	\$0.00	\$100.00	(\$100.00)	\$170.00	\$145.00	\$25.00
R 609-37829 THC SALES	(\$85.54)	\$0.00	(\$85.54)	(\$85.54)	\$0.00	(\$85.54)
R 609-37940 Cash Short/Long	(\$0.39)	(\$0.34)	(\$0.05)	(\$0.21)	(\$0.85)	\$0.64
R Revenue	\$92,989.55	\$90,371.22	\$2,618.33	\$186,648.74	\$183,504.10	\$3,144.64
E Expenditure						
E 609-49750-100 Wages and Sala	\$13,472.81	\$10,988.53	\$2,484.28	\$27,061.83	\$22,708.16	\$4,353.67
E 609-49750-105 Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-120 Employer Contr	\$1,007.44	\$849.82	\$157.62	\$2,013.09	\$1,694.03	\$319.06
E 609-49750-122 FICA	\$922.49	\$749.56	\$172.93	\$1,853.45	\$1,555.07	\$298.38
E 609-49750-130 Employer Paid I	\$3,591.92	\$2,868.04	\$723.88	\$6,493.18	\$5,740.57	\$752.61
E 609-49750-140 Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-200 Office Supplies	\$267.02	\$135.04	\$131.98	\$325.77	\$152.88	\$172.89
E 609-49750-208 Education	\$733.60	\$0.00	\$733.60	\$733.60	\$0.00	\$733.60
E 609-49750-210 Operating Suppl	\$347.77	\$81.01	\$266.76	\$605.30	\$410.47	\$194.83
E 609-49750-220 Repair/Maint Su	\$24.39	\$49.64	(\$25.25)	\$24.39	\$49.64	(\$25.25)
E 609-49750-230 Banking Charge	\$28.00	\$28.36	(\$0.36)	\$56.00	\$57.56	(\$1.56)
E 609-49750-231 Credit Card Fee	\$2,102.22	\$3,992.29	(\$1,890.07)	\$4,954.70	\$8,456.94	(\$3,502.24)
E 609-49750-251 Liquor & Wine C	\$19,497.53	\$18,743.95	\$753.58	\$45,283.58	\$48,682.05	(\$3,398.47)
E 609-49750-252 Beer Costs	\$47,660.88	\$55,395.08	(\$7,734.20)	\$101,040.16	\$101,909.40	(\$869.24)
E 609-49750-253 NA Beer/Wine C	\$286.38	\$299.23	(\$12.85)	\$456.33	\$523.99	(\$67.66)
E 609-49750-254 Pop/Mix/Bar Su	\$451.68	(\$275.86)	\$727.54	\$1,925.85	\$691.92	\$1,233.93
E 609-49750-257 Ice Costs	\$138.89	\$5,109.90	(\$4,971.01)	\$347.06	\$5,158.00	(\$4,810.94)
E 609-49750-259 THC Costs	(\$493.28)	\$0.00	(\$493.28)	(\$493.28)	\$0.00	(\$493.28)
E 609-49750-260 Gift Cards Used	\$98.40	\$36.77	\$61.63	\$328.06	\$297.18	\$30.88
E 609-49750-300 Professional Srv	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-301 Auditing Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-320 Communication	\$186.67	\$186.23	\$0.44	\$373.50	\$372.30	\$1.20
E 609-49750-330 Freight Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-340 Advertising	\$1,450.00	\$289.00	\$1,161.00	\$1,450.00	\$1,054.28	\$395.72
E 609-49750-360 Insurance & Bo	\$4,941.00	\$5,264.39	(\$323.39)	\$5,108.00	\$5,264.39	(\$156.39)
E 609-49750-380 Utility Services	\$1,035.30	\$1,046.97	(\$11.67)	\$1,707.66	\$1,942.28	(\$234.62)
E 609-49750-400 Repairs & Maint	\$71.12	\$77.07	(\$5.95)	\$186.78	\$200.69	(\$13.91)
E 609-49750-405 Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-432 Uncollectable C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-433 Dues, Fees, Sub	\$0.00	\$0.00	\$0.00	\$20.43	\$0.00	\$20.43
E 609-49750-500 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-609 Principle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-610 Interest	(\$69.99)	\$0.00	(\$69.99)	(\$69.99)	\$0.00	(\$69.99)
E 609-49750-700 Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E Expenditure	\$97,752.24	\$105,915.02	(\$8,162.78)	\$201,785.45	\$206,921.80	(\$5,136.35)



CITY OF PELICAN RAPIDS

1 - Liquor Store - Balance Sheet

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February 2024

PELICAN RAPIDS

Bal Sht	Bal Sht Descr	Current Balance
10100	Wells Fargo (1957)	(\$372,195.73)
10101	Wells Fargo (1123 LS)	\$0.00
10105	Wells Fargo Save (2470LS)	\$0.00
10114	MN 9650 - LS	\$108,827.80
10140	Credit Cards	\$2,033.93
10143	MN National Bank (0524 LS)	\$160,723.84
10146	Bell Bank City (0102)	\$467,201.72
10147	Bell Bank City Save (0151)	\$0.00
10148	Bell Bank LS (0136)	\$90,631.62
10149	Bell Bank LS Save (0185)	\$292,231.90
10200	Petty Cash	\$1,000.00
10400	Investments	\$0.00
11500	Accounts Receivable	\$0.00
11510	Other Receivable	\$0.00
11800	Return Checks	\$0.00
13910	Deferred Outflows-Pension	\$31,337.00
14211	Inv - Liquor & Wine	\$197,050.36
14212	Inv - Beer	\$40,804.87
14213	Inv - Ice	\$141.80
14214	Inv - Pop/Mix/Bar Supplies	\$2,618.78
14215	Inv - NA Beer & Wine	\$713.06
14217	Inv - THC	\$493.28
15500	Prepaid Insurance	\$1,776.88
16100	Fixed Asset-Land	\$96,588.00
16130	Accum. Depr. Land	(\$9,408.25)
16160	Land Improvements	\$13,333.63
16200	Fixed Asset-Buildings	\$562,782.00
16230	Accum Depr. Building	(\$178,258.88)
16400	Fixed Asset-Equip/Machinery	\$11,255.42
16430	Accum Deprec-Equipment	(\$5,448.50)
1 A		\$1,516,234.53
20200	Accounts Payable	(\$39,060.12)
20400	Compensated Absences Payabl	\$0.00
20850	Sales & Use Tax - LS	(\$9,408.17)
21600	Accrued Wages & Salaries Paya	(\$3,343.55)
22600	Capital Lease Agree-Current	\$0.00
23600	Compensated Absences Pay NC	(\$4,885.05)
23700	Capital Lease Agree-Noncurrent	\$0.00
23900	Other Long-term Liabilities	(\$141,240.00)
23910	Deferred Inflows-Pension	(\$350.00)



CITY OF PELICAN RAPIDS
1 - Liquor Store - Balance Sheet

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PELICAN RAPIDS

	Bal Sht	Bal Sht Descr	Current Balance
2 L			(\$198,286.89)
	25300	Fund Balance	(\$1,320,488.29)
	27200	Unreserved Retained Earn-Othe	\$2,540.65
3 E			(\$1,317,947.64)
			\$0.00



**CITY OF PELICAN RAPIDS
CASH RECAP
MONTH-END FEBRUARY 29, 2024**

		CASH BALANCE
FUND 101	GENERAL FUND	2,801,758.40
FUND 209	TIF 2-9 UNIQUE HOUSING	13,046.80
FUND 210	TIF 1 FUND REDEVELOPMENT	399.61
FUND 211	LIBRARY	26,699.03
FUND 301	ECONOMIC DEVELOPMENT AUTHORITY	26,180.38
FUND 302	SPECIAL IMPROVEMENT FUND	572,070.60
FUND 303	CAPITAL IMPROVEMENT	91,193.00
FUND 304	GO IMP BONDS, SERIES 2017	(168,671.88)
FUND 305	CIP IMP BONDS, SERIES 2017	191,809.96
FUND 406	TAX ABATEMENT GO BONDS (PL PRJ)	\$ 2,058,952.86
FUND 408	COMPLETE STREETS PRJ	\$ 199,026.70
FUND 601	WATER FUND	457,583.01
FUND 602	SEWER FUND	173,543.19
		6,443,591.66

2024 CITY OF PELICAN RAPIDS INVESTMENT SCHEDULE

	ACCT #	BEGIN BAL 12/31/2023	INVEST PURCHASED (Deposits)	INVEST MATURED (Checks)	INTEREST INCOME	INTEREST PAID OUT	BALANCE 2/29/24	INT RATE	MATURITY DATE
101 - GENERAL FUND									
MN-GENERAL FUND	5778	\$ 211,170.82			\$ 1,611.03		\$ 212,781.85	1.53%	2/9/24 CD
BELL-06, 07, 08, 14 ECON DEV.	1069	\$ 51,451.54			\$ 211.08		\$ 51,662.62	2.53%	MM SAVINGS
BELL-06, 07, 08, 14 ELECT READER BD	1069	\$ 17,513.91			\$ 71.86		\$ 17,585.77	2.53%	MM SAVINGS
BELL-11 CRACK SEAL/SEAL COAT	1069	\$ 6,421.38			\$ 26.35		\$ 6,447.73	2.53%	MM SAVINGS
BELL-11,14 CAPITAL EQUIPMENT	1069	\$ 44,284.32			\$ 181.67		\$ 44,465.99	2.53%	MM SAVINGS
BELL-13 STR EQUIP	1069	\$ 40,878.35			\$ 167.71		\$ 41,046.05	2.53%	MM SAVINGS
BELL - NEW POOL FUND	0091	\$ 10,835.24	\$ -				\$ 10,835.24	0.50%	SAVINGS
BELL - COMMUNITY CENTER (SENIOR CTR)	0040	\$ 54,235.44	\$ -		\$ 177.96		\$ 54,413.40	2.02%	SAVINGS
MN - 15 CITY TRAIL	9650	\$ 84,338.53			\$ 116.08		\$ 84,454.61	0.81%	SAVINGS
MN - 15 PARKS RESERVE	9650	\$ 305,313.50			\$ 420.22		\$ 305,733.72	0.81%	SAVINGS
MN - SHERIN PARK PAVING	9650	\$ 15,125.53			\$ 20.82		\$ 15,146.35	0.81%	SAVINGS
MN- PARKS MOWER	9650	\$ 13,032.19			\$ 17.94		\$ 13,050.13	0.81%	SAVINGS
MN- EL PETERSON PARK SHELTER RESHINGLE	9650	\$ 7,518.58			\$ 10.35		\$ 7,528.93	0.81%	SAVINGS
MN-06-09 108 ECON DEVELOPMENT (7/26/11)	3519	\$ 10,115.14			\$ 15.97		\$ 10,131.11	0.95%	MM SAVINGS
MN-11, 14 SWIM PL (2/14/11)	3519	\$ 196,584.01			\$ 310.35		\$ 196,894.36	0.95%	MM SAVINGS
BELL - GENERAL FUND	0151	\$ 2,321,625.59	\$ 1,040,562.67	\$ 203,308.05	\$ 13,757.94		\$ 3,172,638.14	3.04%	SAVINGS
BELL - AIRPORT FUND	0151	\$ 111,903.25			\$ 550.93		\$ 112,454.18	3.04%	SAVINGS
BELL - NEW POOL	0151	\$ 1,935,711.69		\$ 456,912.11	\$ 9,041.72		\$ 1,487,841.31	3.04%	SAVINGS
TOTAL GENERAL FUND		\$ 5,438,059.02	\$ 1,040,562.67	\$ 660,220.16	\$ 26,709.96	\$ -	\$ 5,845,111.49		
211 - LIBRARY									
BELL-LIBRARY SAVINGS (12/19)	1783	\$ 26,063.67			\$ 335.04		\$ 26,398.71	2.55%	7/4/24 CD
BELL - LIBRARY SAVINGS (3/19) TOSO	9077	\$ 6,564.55			\$ 130.94		\$ 6,695.49	4.00%	8/21/24 CD
BELL - LIBRARY SAVINGS (3/19)	8035	\$ 26,362.19			\$ 531.57		\$ 26,893.76	4.00%	2/12/25 CD
BELL-LIBRARY SAVINGS (12/11)	4261	\$ 20,632.33					\$ 20,632.33	2.77%	9/14/25 CD
BELL-LIBRARY SAVINGS (5/05)	6413	\$ 16,527.99			\$ 54.24		\$ 16,582.23	2.02%	MM SAVINGS
TOTAL LIBRARY FUND		\$ 96,150.73	\$ -	\$ -	\$ 1,051.79	\$ -	\$ 97,202.52		
302 - SPECIAL IMP									
BELL-SPECIAL IMP FD(7/14/10)	7675	\$ 146,925.65			\$ 2,036.83		\$ 148,962.48	2.75%	7/22/25 CD
BELL - SPECIAL IMP FUND	0151	\$ 215,394.99	\$ -		\$ 1,060.44		\$ 216,455.43	3.04%	SAVINGS
TOTAL FUND SPEC IMP		\$ 362,320.64	\$ -	\$ -	\$ 3,097.27	\$ -	\$ 365,417.91		
601 - WATER FUND									
MN-UTILITY BILLING	3063	\$ (2,585.66)	\$ -	\$ -	\$ 16.07		\$ (3,492.02)	0.28%	CHECKING
TOTAL WATER FUND		\$ (2,585.66)	\$ -	\$ -	\$ 16.07	\$ -	\$ (3,492.02)		
602 - SEWER FUND									
MN-UTILITY BILLING	3063	\$ 6,986.28	\$ -	\$ -	\$ 16.07		\$ 7,761.82	0.28%	CHECKING
BELL - SAVINGS WWTF RESERVE (2/17)	0151	\$ 564,821.00	\$ -				\$ 564,821.00		SAVINGS
TOTAL SEWER FUND		\$ 571,807.28	\$ -	\$ -	\$ 16.07	\$ -	\$ 572,582.82		
609 - LIQUOR STORE									
MN- LIQUOR STORE SAVINGS (2/14)	9650	\$ 59,622.10			\$ 149.58		\$ 59,771.68	0.81%	SAVINGS
MN - LS SAVINGS - BRIDGE RESERVED	9650	\$ 49,056.12		\$ -			\$ 49,056.12	0.81%	SAVINGS
MN- CHECKING (8/31/20)	0524	\$ 160,645.24			\$ 78.60		\$ 160,723.84	0.29%	CHECKING
BB - CHECKING (9/1/21)	0136	\$ 148,666.94	\$ 233,849.01	\$ 254,282.74			\$ 128,233.21		CHECKING
BB - SAVINGS (9/1/21)	0185	\$ 263,094.16	\$ 28,000.00	\$ -	\$ 1,137.74		\$ 292,231.90	2.53%	SAVINGS
TOTAL LIQUOR STORE		\$ 681,084.56	\$ 261,849.01	\$ 254,282.74	\$ 1,365.92	\$ -	\$ 690,016.75		
ESCROW ACCOUNT									
PAYROLL FLEX ACCOUNT (BB)	0094	\$ 1,937.72	\$ 484.61	\$ 415.94			\$ 2,006.39	0.00%	CHECKING
TOTAL PAYROLL FLEX ACCT		\$ 1,937.72	\$ 484.61	\$ 415.94	\$ -	\$ -	\$ 2,006.39		
TOTAL ALL FUNDS		\$ 7,148,774.29	\$ 1,302,896.29	\$ 914,918.84	\$ 32,257.08	\$ -	\$ 7,568,845.86		

City of Pelican Rapids					
Comp Report					
February 29, 2024					
Department	Beginning Balance	Accrued Comp	Used Comp	Ending Balance	Over Time Paid
Administration	20.250	3.375	4.000	19.625	\$ -
Police	73.500	0.000	15.000	58.500	\$ -
Streets & Parks	21.500	7.500	20.500	8.500	\$ -
Library	1.500	2.125	0.000	3.625	\$ -
Liquor Store	16.000	0.000	12.000	4.000	\$ -
Total	132.750	13.000	51.500	94.250	\$ -



CITY OF PELICAN RAPIDS

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Current Period: February 2024

PELICAN RAPIDS

				2024	2024	February	2024	% of YTD
				YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
GENERAL FUND								
Active	R 101-31000	General Property Taxes		\$946,964.00	\$8,463.41	\$0.00	\$938,500.59	0.89%
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	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32115	Liquor Licenses		\$2,400.00	\$625.02	\$0.00	\$1,774.98	26.04%
Active	R 101-32210	Building Permits		\$500.00	\$30.00	\$0.00	\$470.00	6.00%
Active	R 101-32215	Land Use Permits		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32240	Animal Licenses		\$0.00	\$60.00	\$12.00	-\$60.00	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 101-33210	PUBLIC SAFETY STAT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33250	Street Maint Aid State		\$6,000.00	\$2,011.16	\$0.00	\$3,988.84	33.52%
Active	R 101-33300	State Airport Assistance		\$6,345.00	\$1,122.54	\$1,122.54	\$5,222.46	17.69%
Active	R 101-33401	Local Government Aid		\$1,129,211.00	\$0.00	\$0.00	\$1,129,211.00	0.00%
Active	R 101-33410	TRANSPORTATION AS		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33600	County Grants		\$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	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34200	Public Safety - Fire Call		\$14,406.00	\$2,100.00	\$400.00	\$12,306.00	14.58%
Active	R 101-34201	City/Townships Fire Rev		\$267,000.00	\$39,069.39	\$39,069.39	\$227,930.61	14.63%
Active	R 101-34202	Fire Relief Assoc		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34203	Accident Reports		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34204	Fire Grants		\$0.00	\$1,300.00	\$0.00	-\$1,300.00	0.00%
Active	R 101-34205	Training Burns		\$0.00	\$0.00	\$0.00	\$0.00	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		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34740	Swimming Pool Conces		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34766	Refunds & Reimbursem		\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	R 101-34768	LRAC Grant		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34770	POOL DONATIONS		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35000	Penalties		\$1,000.00	\$40.00	\$40.00	\$960.00	4.00%
Active	R 101-35100	Court Fines		\$7,000.00	\$463.28	\$463.28	\$6,536.72	6.62%
Active	R 101-35102	Local Fines		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35210	Impound Fees		\$500.00	\$49.00	\$0.00	\$451.00	9.80%
Active	R 101-36210	Interest Earnings		\$40,000.00	\$17,668.25	\$9,386.70	\$22,331.75	44.17%
Active	R 101-36220	Dividends		\$5,000.00	\$79.18	\$79.18	\$4,920.82	1.58%
Active	R 101-36230	Contributions and Donati		\$1,000.00	\$600.00	\$0.00	\$400.00	60.00%
Active	R 101-36240	Shop with a Cop Donatio		\$0.00	\$100.00	\$0.00	-\$100.00	0.00%
Active	R 101-37125	Sales of Service or Prop		\$0.00	\$20.00	\$20.00	-\$20.00	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	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 101-38010	Rental of Property		\$15,000.00	\$2,849.25	\$1,899.50	\$12,150.75	19.00%
Active	R 101-38015	BUILDING RENTAL		\$0.00	\$650.00	\$300.00	-\$650.00	0.00%
Active	R 101-38020	Airport Land Rent		\$11,000.00	\$0.00	\$0.00	\$11,000.00	0.00%
Active	R 101-38021	Airport Hangar Rent		\$13,000.00	\$660.00	\$150.00	\$12,340.00	5.08%
Active	R 101-38022	Airport Fuel Receipts		\$5,000.00	\$107.43	\$107.43	\$4,892.57	2.15%
Active	R 101-38071	Swimming Pool Lessons		\$0.00	\$0.00	\$0.00	\$0.00	0.00%



CITY OF PELICAN RAPIDS

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Current Period: February 2024

PELICAN RAPIDS

		2024 YTD Budget	2024 YTD Amt	February MTD Amt	2024 YTD Balance	% of YTD Budget
Active	R 101-38700 Rental Housing Fees	\$5,000.00	\$1,660.00	\$1,260.00	\$3,340.00	33.20%
Active	R 101-38910 Camping Fees	\$6,000.00	\$791.63	\$391.16	\$5,208.37	13.19%
Active	R 101-39203 Transfer from Other Fun	\$221,300.00	\$0.00	\$0.00	\$221,300.00	0.00%
Active	R 101-39320 Proceeds-FD Truck Lea	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GENERAL FUND	\$2,734,826.00	\$80,519.54	\$54,701.18	\$2,654,306.46	2.94%



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			2024	2024	February	Enc	2024	% 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	\$0.00	\$0.00	\$0.00	\$5,500.00	0.00%
Active	E 101-41110-120	Employer Contrib	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00	0.00%
Active	E 101-41110-122	FICA	\$430.00	\$0.00	\$0.00	\$0.00	\$430.00	0.00%
Active	E 101-41110-430	Miscellaneous	\$1,700.00	\$17.94	\$17.94	\$0.00	\$1,682.06	1.06%
Total Dept 41110 Counc			\$7,700.00	\$17.94	\$17.94	\$0.00	\$7,682.06	0.23%
Dept 41305 Mayor								
Active	E 101-41305-100	Wages and Salar	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0.00%
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	\$0.00	\$0.00	\$0.00	\$140.00	0.00%
Active	E 101-41305-430	Miscellaneous	\$1,200.00	\$128.26	\$0.00	\$0.00	\$1,071.74	10.69%
Total Dept 41305 Mayc			\$3,140.00	\$128.26	\$0.00	\$0.00	\$3,011.74	4.08%
Dept 41310 City Administrator								
Active	E 101-41310-100	Wages and Salar	\$44,000.00	\$6,641.60	\$3,320.80	\$0.00	\$37,358.40	15.09%
Active	E 101-41310-120	Employer Contrib	\$3,200.00	\$498.13	\$249.08	\$0.00	\$2,701.87	15.57%
Active	E 101-41310-122	FICA	\$3,400.00	\$469.23	\$234.62	\$0.00	\$2,930.77	13.80%
Active	E 101-41310-130	Employer Paid In	\$8,700.00	\$1,446.50	\$723.32	\$2.42	\$7,251.08	16.65%
Active	E 101-41310-200	Office Supplies	\$1,000.00	\$38.02	\$11.60	\$0.00	\$961.98	3.80%
Active	E 101-41310-208	Education	\$1,200.00	\$888.72	\$789.72	\$0.00	\$311.28	74.06%
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	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41310-320	Communications	\$2,000.00	\$215.02	\$116.82	\$0.00	\$1,784.98	10.75%
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	\$28.50	\$14.25	\$0.00	\$471.50	5.70%
Active	E 101-41310-433	Dues, Fees, Sub	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41310-500	Capital Outlay	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Total Dept 41310 City Administratrc			\$65,800.00	\$10,225.72	\$5,460.21	\$2.42	\$55,571.86	15.54%
Dept 41400 City Clerk-Treasurer								
Active	E 101-41400-100	Wages and Salar	\$50,000.00	\$7,364.55	\$3,682.28	\$0.00	\$42,635.45	14.73%
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	\$4,000.00	\$552.35	\$276.17	\$0.00	\$3,447.65	13.81%
Active	E 101-41400-122	FICA	\$4,000.00	\$495.53	\$247.76	\$0.00	\$3,504.47	12.39%
Active	E 101-41400-130	Employer Paid In	\$11,500.00	\$1,901.03	\$950.67	\$4.84	\$9,594.13	16.57%
Active	E 101-41400-200	Office Supplies	\$2,500.00	\$741.47	\$133.18	\$0.00	\$1,758.53	29.66%
Active	E 101-41400-208	Education	\$2,500.00	\$733.60	\$733.60	\$0.00	\$1,766.40	29.34%
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	\$69.79	\$69.79	\$0.00	\$30.21	69.79%
Active	E 101-41400-300	Professional Srv	\$6,190.00	\$0.00	\$0.00	\$0.00	\$6,190.00	0.00%
Active	E 101-41400-320	Communications	\$3,200.00	\$646.16	\$378.36	\$173.23	\$2,380.61	25.61%
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	\$57.00	\$28.50	\$0.00	\$343.00	14.25%
Active	E 101-41400-433	Dues, Fees, Sub	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00%
Active	E 101-41400-500	Capital						



PELICAN RAPIDS

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			2024	2024	February	Enc	2024	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-41420-200	Office Supplies	\$1,500.00	\$173.73	\$67.57	\$0.00	\$1,326.27	11.58%
Active	E 101-41420-350	Publication	\$12,000.00	\$2,590.11	\$750.73	\$587.44	\$8,822.45	26.48%
Total Dept 41420 Publication			\$13,500.00	\$2,763.84	\$818.30	\$587.44	\$10,148.72	20.47%
Dept 41530 Accounting								
Active	E 101-41530-100	Wages and Salar	\$27,100.00	\$3,769.48	\$1,856.48	\$0.00	\$23,330.52	13.91%
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	\$2,600.00	\$282.72	\$139.24	\$0.00	\$2,317.28	10.87%
Active	E 101-41530-122	FICA	\$2,450.00	\$279.53	\$138.02	\$0.00	\$2,170.47	11.41%
Active	E 101-41530-130	Employer Paid In	\$5,800.00	\$1,489.38	\$1,436.91	\$0.00	\$4,310.62	25.68%
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			\$38,300.00	\$5,821.11	\$3,570.65	\$0.00	\$32,478.89	15.20%
Dept 41540 Auditing								
Active	E 101-41540-301	Auditing Services	\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00	0.00%
Total Dept 41540 Auditin			\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00	0.00%
Dept 41600 Legal Expenses								
Active	E 101-41600-304	Legal Fees	\$10,000.00	\$1,780.00	\$0.00	\$304.65	\$7,915.35	20.85%
Active	E 101-41600-305	Employee Relati	\$2,000.00	\$1,156.25	\$0.00	\$0.00	\$843.75	57.81%
Active	E 101-41600-306	Prosecuting Fee	\$12,000.00	\$990.00	\$150.00	-\$645.00	\$11,655.00	2.88%
Active	E 101-41600-307	Police Union Leg	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%
Total Dept 41600 Legal Expense			\$30,000.00	\$3,926.25	\$150.00	-\$340.35	\$26,414.10	13.09%
Dept 41910 Planning and Zoning								
Active	E 101-41910-100	Wages and Salar	\$2,700.00	\$353.76	\$176.88	\$0.00	\$2,346.24	13.10%
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	\$250.00	\$26.53	\$13.26	\$0.00	\$223.47	10.61%
Active	E 101-41910-122	FICA	\$250.00	\$25.60	\$12.86	\$0.00	\$224.40	10.24%
Active	E 101-41910-130	Employer Paid In	\$900.00	\$247.61	\$238.86	\$0.00	\$652.39	27.51%
Active	E 101-41910-200	Office Supplies	\$500.00	\$8.95	\$7.79	\$0.00	\$491.05	1.79%
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	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-41910-309	Rental Housing	\$4,000.00	\$2,585.45	\$5.73	\$0.00	\$1,414.55	64.64%
Total Dept 41910 Planning and Zonin			\$19,300.00	\$3,247.90	\$455.38	\$0.00	\$16,052.10	16.83%
Dept 41940 City Hall								
Active	E 101-41940-200	Office Supplies	\$200.00	\$38.38	\$0.00	\$0.00	\$161.62	19.19%
Active	E 101-41940-210	Operating Suppli	\$500.00	\$48.95	\$0.00	\$0.00	\$451.05	9.79%
Active	E 101-41940-220	Repair/Maint Sup	\$2,000.00	\$868.25	\$819.31	\$36.50	\$1,095.25	45.24%
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	\$1,719.79	\$800.32	\$0.00	\$11,280.21	13.23%
Active	E 101-41940-400	Repairs & Maint	\$10,340.00	\$1,200.62	\$52.31	\$59.00	\$9,080.38	12.18%
Active	E 101-41940-410	Rentals	\$1,260.00	\$125.00	\$0.00	\$0.00	\$1,135.00	9.92%
Active	E 101-41940-430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41940-433	Dues, Fees, Sub	\$9,930.00	\$5,878.00	\$0.00	\$0.00	\$4,052.00	59.19%
Active	E 101-41940-500	Capital Outlay	\$6,000.00	\$668.98	\$29.99	\$0.00	\$5,331.02	11.15%
Total Dept 41940 City Ha			\$43,230.00	\$10,547.97	\$1,701.93	\$95.50	\$32,586.53	24.40%
Dept 42110 Police Department								
Active	E 101-42110-100	Wages and Salar	\$375,000.00	\$53,615.19	\$24,541.10	\$0.00	\$321,384.81	14.30%
Active	E 101-42110-103	Part-Time Emplo	\$12,000.00	\$33.23	\$0.00	\$0.00	\$11,966.77	0.28%
Active	E 101-42110-104	Support Employe	\$5,300.00	\$707.52	\$353.76	\$0.00	\$4,592.48	13.35%
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%



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			2024 YTD Budget	2024 YTD Amt	February MTD Amt	Enc Current	2024 YTD Balance	% of YTD Budget
Active	E 101-42110-120	Employer Contrib	\$70,000.00	\$9,548.88	\$4,370.33	\$0.00	\$60,451.12	13.64%
Active	E 101-42110-122	FICA	\$6,500.00	\$783.65	\$356.86	\$0.00	\$5,716.35	12.06%
Active	E 101-42110-130	Employer Paid In	\$77,500.00	\$10,494.06	\$5,450.01	\$9.68	\$66,996.26	13.55%
Active	E 101-42110-200	Office Supplies	\$3,000.00	\$438.50	\$300.44	\$212.00	\$2,349.50	21.68%
Active	E 101-42110-208	Education	\$7,000.00	\$1,183.60	\$733.60	\$0.00	\$5,816.40	16.91%
Active	E 101-42110-210	Operating Suppli	\$25,000.00	\$3,383.05	\$1,098.65	\$116.00	\$21,500.95	14.00%
Active	E 101-42110-220	Repair/Maint Sup	\$1,500.00	\$13.99	\$0.00	\$0.00	\$1,486.01	0.93%
Active	E 101-42110-300	Professional Srv	\$4,500.00	\$1,500.00	\$1,500.00	\$0.00	\$3,000.00	33.33%
Active	E 101-42110-320	Communications	\$6,500.00	\$1,198.13	\$620.76	\$195.17	\$5,106.70	21.44%
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	\$173.80	(\$73.50)	\$0.00	\$7,826.20	2.17%
Active	E 101-42110-410	Rentals	\$1,260.00	\$125.00	\$0.00	\$0.00	\$1,135.00	9.92%
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	\$485.80	\$27.80	\$0.00	\$2,014.20	19.43%
Active	E 101-42110-500	Capital Outlay	\$60,400.00	\$28,909.86	\$0.00	\$0.00	\$31,490.14	47.86%
Total Dept 42110 Police Departmer			\$672,710.00	\$112,594.26	\$39,279.81	\$532.85	\$559,582.89	16.74%
Dept 42270 City Fire Services								
Active	E 101-42270-430	Miscellaneous	\$66,000.00	\$39,069.39	\$39,069.39	\$0.00	\$26,930.61	59.20%
Total Dept 42270 City Fire Service			\$66,000.00	\$39,069.39	\$39,069.39	\$0.00	\$26,930.61	59.20%
Dept 42280 Fire Department								
Active	E 101-42280-100	Wages and Salar	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	0.00%
Active	E 101-42280-122	FICA	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
In-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	\$65.71	\$21.11	\$0.00	\$434.29	13.14%
Active	E 101-42280-208	Education	\$7,750.00	\$7,059.09	\$4,635.67	\$0.00	\$690.91	91.09%
Active	E 101-42280-210	Operating Suppli	\$15,500.00	\$1,057.92	\$503.88	\$31.99	\$14,410.09	7.03%
Active	E 101-42280-220	Repair/Maint Sup	\$4,500.00	\$1,481.93	\$819.01	\$0.00	\$3,018.07	32.93%
Active	E 101-42280-300	Professional Srv	\$3,300.00	\$0.00	\$0.00	\$0.00	\$3,300.00	0.00%
Active	E 101-42280-320	Communications	\$2,600.00	\$446.10	\$233.17	\$136.68	\$2,017.22	22.41%
Active	E 101-42280-331	Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-42280-360	Insurance & Bon	\$25,000.00	\$16,999.00	\$16,999.00	\$0.00	\$8,001.00	68.00%
Active	E 101-42280-380	Utility Services	\$9,350.00	\$2,115.84	\$917.01	\$0.00	\$7,234.16	22.63%
Active	E 101-42280-400	Repairs & Maint	\$16,850.00	\$2,079.03	\$35.15	\$19.85	\$14,751.12	12.46%
Active	E 101-42280-433	Dues, Fees, Sub	\$1,185.00	\$187.80	\$27.80	\$0.00	\$997.20	15.85%
Active	E 101-42280-500	Capital Outlay	\$11,300.00	\$0.00	\$0.00	\$0.00	\$11,300.00	0.00%
In-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	\$43,540.00	\$0.00	\$0.00	\$43,539.56	\$0.44	100.00%
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	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 42280 Fire Departmer			\$281,406.00	\$61,036.83	\$24,191.80	\$43,728.08	\$176,641.09	21.69%
Dept 42500 Civil Defense								
Active	E 101-42500-430	Miscellaneous	\$200.00	\$16.10	\$8.83	\$0.00	\$183.90	8.05%
Total Dept 42500 Civil Defens			\$200.00	\$16.10	\$8.83	\$0.00	\$183.90	8.05%
Dept 42700 Animal Control								
Active	E 101-42700-430	Miscellaneous	\$4,000.00	\$213.61	\$127.36	\$0.00	\$3,786.39	5.34%
Total Dept 42700 Animal Contr			\$4,000.00	\$213.61	\$127.36	\$0.00	\$3,786.39	5.34%
Dept 43100 Hwys, Streets, & Roads								
Active	E 101-43100-100	Wages and Salar	\$79,500.00	\$12,159.58	\$6,079.78	\$0.00	\$67,340.42	15.30%
Active	E 101-43100-105	Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%



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			2024	2024	February	Enc	2024	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-43100-120	Employer Contrib	\$6,000.00	\$911.93	\$455.98	\$0.00	\$5,088.07	15.20%
Active	E 101-43100-122	FICA	\$6,100.00	\$862.87	\$431.44	\$0.00	\$5,237.13	14.15%
Active	E 101-43100-130	Employer Paid In	\$18,500.00	\$3,137.32	\$1,579.37	\$2.42	\$15,360.26	16.97%
Active	E 101-43100-200	Office Supplies	\$1,200.00	\$320.63	\$269.78	\$55.75	\$823.62	31.37%
Active	E 101-43100-208	Education	\$1,200.00	\$753.60	\$733.60	\$0.00	\$446.40	62.80%
Active	E 101-43100-210	Operating Suppli	\$18,000.00	\$1,552.20	\$943.59	\$0.00	\$16,447.80	8.62%
Active	E 101-43100-220	Repair/Maint Sup	\$13,000.00	\$4,051.19	\$3,742.60	\$36.50	\$8,912.31	31.44%
Active	E 101-43100-300	Professional Srv	\$1,000.00	\$70.00	\$70.00	\$180.00	\$750.00	25.00%
Active	E 101-43100-310	Tree Removal	\$10,000.00	\$861.88	\$861.88	\$0.00	\$9,138.12	8.62%
Active	E 101-43100-320	Communications	\$2,150.00	\$232.35	\$68.84	\$116.00	\$1,801.65	16.20%
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	\$10,000.00	\$1,654.79	\$805.59	\$0.00	\$8,345.21	16.55%
Active	E 101-43100-400	Repairs & Maint	\$9,000.00	\$1,608.06	\$1,492.35	-\$35.14	\$7,427.08	17.48%
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	\$27.80	\$27.80	\$0.00	\$972.20	2.78%
Active	E 101-43100-500	Capital Outlay	\$78,200.00	\$0.00	\$0.00	\$9,110.90	\$69,089.10	11.65%
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	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Total Dept 43100 Hwys, Streets, & Road			\$309,200.00	\$28,204.20	\$17,562.60	\$9,466.43	\$271,529.37	9.12%
Dept 43123 Streets								
Active	E 101-43123-224	Street Maint	\$35,500.00	\$2,535.00	\$1,600.00	\$0.00	\$32,965.00	7.14%
Active	E 101-43123-226	Sign Repair Mate	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%
Total Dept 43123 Street			\$41,500.00	\$2,535.00	\$1,600.00	\$0.00	\$38,965.00	6.11%
Dept 43125 Ice & Snow Removal								
Active	E 101-43125-430	Miscellaneous	\$6,500.00	\$2,719.62	\$0.00	\$0.00	\$3,780.38	41.84%
Active	E 101-43125-540	Machine Hire	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
Total Dept 43125 Ice & Snow Remov			\$16,500.00	\$2,719.62	\$0.00	\$0.00	\$13,780.38	16.48%
Dept 43150 Storm Drainage								
Active	E 101-43150-430	Miscellaneous	\$105,000.00	\$14,169.92	\$2,105.00	\$4,890.65	\$85,939.43	18.15%
Total Dept 43150 Storm Drainag			\$105,000.00	\$14,169.92	\$2,105.00	\$4,890.65	\$85,939.43	13.50%
Dept 43160 Street Lighting								
Active	E 101-43160-380	Utility Services	\$60,000.00	\$6,894.66	\$3,026.89	\$0.00	\$53,105.34	11.49%
Total Dept 43160 Street Lightin			\$60,000.00	\$6,894.66	\$3,026.89	\$0.00	\$53,105.34	11.49%
Dept 43260 Weed Control								
Active	E 101-43260-430	Miscellaneous	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00%
Total Dept 43260 Weed Contr			\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00%
Dept 45124 Swimming Pools								
Active	E 101-45124-100	Wages and Salar	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	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	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	0.00%
Active	E 101-45124-122	FICA	\$1,275.00	\$0.00	\$0.00	\$0.00	\$1,275.00	0.00%
Active	E 101-45124-200	Office Supplies	\$125.00	\$1.08	\$0.80	\$0.00	\$123.92	0.86%
Active	E 101-45124-208	Education	\$1,500.00	\$770.00	\$0.00	\$770.00	-\$40.00	102.67%
Active	E 101-45124-210	Operating Suppli	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	E 101-45124-220	Repair/Maint Sup	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	E 101-45124-231	Credit Card Fees	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-45124-270	Concessions	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 101-45124-300	Professional Srv	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45124-320	Communications	\$150.00	\$18.16	\$9.08	\$9.08	\$122.76	18.16%
Active	E 101-45124-380	Utility Services	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%



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Active	E 101-45124-400	Repairs & Maint	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
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	\$500.00	\$100.00	\$100.00	\$0.00	\$400.00	20.00%
Active	E 101-45124-500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total Dept 45124 Swimming Pool			\$28,500.00	\$889.24	\$109.88	\$779.08	\$26,831.68	3.12%
Dept 45125 Skating Rinks								
Active	E 101-45125-100	Wages and Salar	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-122	FICA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-200	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-210	Operating Suppli	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-220	Repair/Maint Sup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-320	Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-380	Utility Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45125-400	Repairs & Maint	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
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			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 45200 Parks								
Active	E 101-45200-100	Wages and Salar	\$98,000.00	\$11,350.93	\$5,714.99	\$0.00	\$86,649.07	11.58%
Active	E 101-45200-120	Employer Contrib	\$7,000.00	\$851.32	\$428.62	\$0.00	\$6,148.68	12.16%
Active	E 101-45200-122	FICA	\$7,200.00	\$825.69	\$418.74	\$0.00	\$6,374.31	11.47%
Active	E 101-45200-130	Employer Paid In	\$21,050.00	\$3,051.39	\$1,525.76	\$2.42	\$17,996.19	14.51%
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	\$0.20	\$0.14	\$0.00	\$499.80	0.04%
Active	E 101-45200-208	Education	\$800.00	\$733.60	\$733.60	\$0.00	\$66.40	91.70%
Active	E 101-45200-210	Operating Suppli	\$8,000.00	\$384.82	\$202.22	\$0.00	\$7,615.18	4.81%
Active	E 101-45200-220	Repair/Maint Sup	\$8,000.00	\$650.97	\$525.89	\$0.00	\$7,349.03	8.14%
Active	E 101-45200-300	Professional Srv	\$5,000.00	\$24,603.06	(\$145,272.25)	\$0.00	-\$19,603.06	492.06%
Active	E 101-45200-310	Tree Removal	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	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	\$2,800.00	\$403.67	\$176.65	\$0.00	\$2,396.33	14.42%
Active	E 101-45200-400	Repairs & Maint	\$8,000.00	\$405.48	\$269.06	-\$11.60	\$7,606.12	4.92%
Active	E 101-45200-433	Dues, Fees, Sub	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-500	Capital Outlay	\$34,350.00	\$3,491.80	\$1,051.80	\$0.00	\$30,858.20	10.17%
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	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-45200-760	Seasonal Decora	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Total Dept 45200 Park			\$221,450.00	\$46,752.93	-\$134,224.78	-\$9.18	\$174,706.25	21.11%
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	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	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	\$1,250.00	\$210.02	\$107.01	\$103.01	\$936.97	25.04%
Active	E 101-45202-380	Utility Services	\$2,700.00	\$584.24	\$281.07	\$0.00	\$2,115.76	21.64%
Active	E 101-45202-400	Repairs & Maint	\$1,450.00	\$112.00	\$0.00	\$173.00	\$1,165.00	19.66%
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			\$29,900.00	\$906.26	\$388.08	\$276.01	\$28,717.73	3.03%
Dept 45205 Community Center								
Active	E 101-45205-200	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%



CITY OF PELICAN RAPIDS

*Expenditure Guideline©

03/20/24 4:03 PM

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Current Period: February 2024

PELICAN RAPIDS

			2024	2024	February	Enc	2024	% of YTD
			YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-45205-210	Operating Suppli	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-220	Repair/Maint Sup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-300	Professional Srv	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-320	Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-380	Utility Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45205-400	Repairs & Maint	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	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			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Dept 46500 Economic Developem								
Active	E 101-46500-420	Economic Devel	\$40,000.00	\$1,255.92	\$1,235.50	\$227.63	\$38,516.45	3.71%
Active	E 101-46500-421	WCI Endow/Bird	\$8,500.00	\$2,250.00	\$0.00	\$1,000.00	\$5,250.00	38.24%
Active	E 101-46500-422	Consulting	\$105,000.00	\$22,854.92	\$0.00	\$0.00	\$82,145.08	21.77%
Total Dept 46500 Economic Developerr			\$153,500.00	\$26,360.84	\$1,235.50	\$1,227.63	\$125,911.53	17.17%
Dept 49200 Non Dept Expenditures								
Active	E 101-49200-428	CONDO FEES	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 101-49200-470	Refunds & Reim	\$0.00	\$24,704.80	(\$221.40)	\$147.60	-\$24,852.40	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	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-49200-492	Electronic Reade	\$1,000.00	\$78.52	\$40.26	\$38.26	\$883.22	11.68%
Active	E 101-49200-493	Ambulance	\$32,500.00	\$0.00	\$0.00	\$0.00	\$32,500.00	0.00%
Active	E 101-49200-498	LRAC PROJECT	\$0.00	\$0.00	\$0.00	\$500.00	-\$500.00	0.00%
Active	E 101-49200-730	Property Taxes	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-49200-735	TAX ABATEMEN	\$0.00	\$12,049.33	\$0.00	\$0.00	-\$12,049.33	0.00%
Total Dept 49200 Non Dept Expenditure			\$39,000.00	\$36,832.65	-\$181.14	\$685.86	\$1,481.49	94.44%
Dept 49201 Transfer out of Fund								
Active	E 101-49201-700	Transfers	\$7,325.00	\$67,290.00	\$67,290.00	\$0.00	-\$59,965.00	918.63%
Active	E 101-49201-701	Library Levy Tran	\$242,225.00	\$60,556.25	\$60,556.25	\$0.00	\$181,668.75	25.00%
Total Dept 49201 Transfer out of Fun			\$249,550.00	\$127,846.25	\$127,846.25	\$0.00	\$121,703.75	51.23%
Dept 49240 Insurance								
Active	E 101-49240-230	Banking Charges	\$1,500.00	\$141.67	\$67.78	\$0.00	\$1,358.33	9.44%
Active	E 101-49240-360	Insurance & Bon	\$96,000.00	\$50,792.00	\$50,692.00	\$0.00	\$45,208.00	52.91%
Total Dept 49240 Insuranc			\$97,500.00	\$50,933.67	\$50,759.78	\$0.00	\$46,566.33	52.24%
Dept 49810 Airport								
Active	E 101-49810-200	Office Supplies	\$150.00	\$6.64	\$0.48	\$0.00	\$143.36	4.43%
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	\$31.99	\$31.99	\$0.00	\$468.01	6.40%
Active	E 101-49810-300	Professional Srv	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-49810-320	Communications	\$1,300.00	\$218.42	\$111.21	\$157.29	\$924.29	28.90%
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	\$617.35	\$314.25	\$0.00	\$2,882.65	17.64%
Active	E 101-49810-400	Repairs & Maint	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	E 101-49810-433	Dues, Fees, Sub	\$1,000.00	\$425.00	\$425.00	\$0.00	\$575.00	42.50%
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	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Total Dept 49810 Airpo			\$28,150.00	\$1,299.40	\$882.93	\$157.29	\$26,693.31	4.62%
Total GENERAL FUND			\$2,734,826.00	\$608,515.30	\$192,462.90	\$62,294.25	\$2,064,016.45	22.25%

RESOLUTION 2024-04

CERTIFICATION OF MINUTES

RELATING TO

GENERAL OBLIGATION TEMPORARY IMPROVEMENT BOND,
SERIES 2024A

ISSUER: CITY OF PELICAN RAPIDS, MINNESOTA

GOVERNING BODY: CITY COUNCIL

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on March 26, 2024 at 4:30 o'clock p.m., at the Pelican Rapids City Hall.

MEMBERS PRESENT: _____

MEMBERS ABSENT: _____

Documents Attached: Extract of Minutes of said meeting.

RESOLUTION NO. 2024-04 OF THE CITY COUNCIL OF THE CITY OF PELICAN RAPIDS, MINNESOTA (THE "CITY") APPROVING THE SALE OF THE CITY'S GENERAL OBLIGATION TEMPORARY IMPROVEMENT BOND, SERIES 2024A, TO THE PURCHASER THEREOF; DETERMINING THE FORM AND DETAILS OF SUCH BOND; AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION OF SUCH BOND; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR SUCH BOND; AND AUTHORIZING AND RATIFYING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting duly given as required by law.

EXECUTED AND DATED this 26th day of March, 2024.

City Clerk-Treasurer

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

HELD: MARCH 26, 2024

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Pelican Rapids, Minnesota (the “City), was duly held on March 26, 2024, at 4:30 o’clock p.m., for the purpose, in part, of approving the sale of of the General Obligation Temporary Improvement Bond, Series 2024A of the City. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-04 OF THE CITY COUNCIL OF THE CITY OF PELICAN RAPIDS, MINNESOTA (THE “CITY”) APPROVING THE SALE OF THE CITY’S GENERAL OBLIGATION TEMPORARY IMPROVEMENT BOND, SERIES 2024A, TO THE PURCHASER THEREOF; DETERMINING THE FORM AND DETAILS OF SUCH BOND; AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION OF SUCH BOND; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR SUCH BOND; AND AUTHORIZING AND RATIFYING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

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

**Article I
Authorization and Sale**

Section 1.01 Authorization and Purpose.

(a) The City Council has heretofore determined and declared that it is necessary and expedient to issue General Obligation Temporary Improvement Bond, Series 2024A (the “**Bond**”) in an amount of \$[PAR AMOUNT], pursuant to Minnesota Statutes, Chapters 475, and 429, as amended, for the purpose of temporarily financing various public improvements within the City (the “**Improvements**”).

(b) On February 26, 2024, following duly published notice thereof, the City Council held a public hearing on the proposed assessment to finance the Improvements and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so.

(c) At its regularly meeting on February 27, 2024, the City Council approved the assessments (the “**Assessments**”) of the benefitted properties located within the City as described at the February 26, 2024 meeting (the “**Assessed Property**”).

(d) The Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all of their components by general nature, estimated cost and area to be assess.

Section 1.02 Sale. The City Council, having been advised by Government Capital Securities Corporation, its independent financial advisor, has determined that this issue shall be sold after direct negotiation, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2(9), as amended. The proposal of Northland Securities, Inc. (the “Underwriter”) to purchase the Bond at a price of \$[] (representing the par amount of the Bond of \$[PAR AMOUNT], plus original issue premium of \$[] and less underwriter’s discount of \$[]), is hereby accepted and approved.

Section 1.03 Execution of Documents. The execution of the Bond Purchase Contract dated March 26, 2024, between the Underwriter and the City is hereby approved. The Mayor and the City Clerk-Treasurer are hereby authorized to execute the Bond Purchase Contract.

Section 1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bond having been done, having happened and having been performed in regular and due form, time and manner as required by law, the City Council hereby finds and determines that it is necessary for this City Council to provide for the issuance, sale and deliver of the Bond, to establish the form and terms of the Bond and to provide for the payment and the security thereof.

Article II

Authorization; Bond Terms; Registration; Execution and Delivery

Section 2.01 Authorization and Designation. In accordance with the laws of the State of Minnesota, the City Council hereby authorizes the issuance of the Bond in the aggregate principal amount of \$[PAR AMOUNT] to be used to finance the Improvements. Such Bond shall be designated as “General Obligation Temporary Improvement Bond, Series 2024A.”

Section 2.02 Maturities, Interest Rates and Denominations. The Bond shall be originally dated its date of original authentication, issue and delivery (April 24, 2024), shall be numbered R-1 and shall be issued and sold in denominations of \$100,000 or any integral multiple thereof within a single maturity. The Bond shall mature on December 15, 2025 and shall bear interest at the rate per annum of % from its date of original issue or from the most recent Interest Payment Date to which interest has been paid or duly provided for until paid or duly called for redemption (if any).

The Bond shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon surrender of the Bond, the principal amount thereof, shall be paid by check or draft issued by Northland Trust Services, Inc. (the “Paying Agent”) described herein; provided, however, that so long as the Bond is registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, the principal of and the interest on the Bond shall be paid in accordance with the operational arrangements of the securities depository.

The Bond shall contain a legend indicating that the transferability of such Bond is subject to the restrictions set forth in the Resolution. Registered ownership of the Bond, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.06 hereof.

The maturity set forth above, together with the maturities of all other outstanding general obligation bonds of the City, meet the requirements of Minnesota Statutes, Section 475.54.

Section 2.03 Dates and Interest Payments. Upon initial delivery of the Bond pursuant to Section 2.07 hereof and upon any subsequent transfer or exchange pursuant to Section 2.06 hereof, the date of authentication shall be noted on the Bond so delivered, exchanged or transferred. The interest on the Bond shall be payable on June 15 and December 15 (each, an “**Interest Payment Date**”), commencing December 15, 2024, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day the (“**Record Date**”).

If any payments of interest due on the Bond on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bond as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever monies for the purpose of paying such defaulted interest becomes available.

If the date for payment of the principal of or the interest on the Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the principal corporate office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

Section 2.04 Not Subject to Optional Redemption. The Bond is not subject to prepayment or optional redemption prior to maturity.

Section 2.05. Appointment of Initial Registrar and Paying Agent. The City hereby appoints Northland Trust Services, Inc., as the initial bond registrar, transfer agent and paying agent (the “**Registrar**” or “**Paying Agent**,” as applicable). The Mayor and the Clerk-Treasurer of the City are authorized to execute and deliver, on behalf of the City, a contract with the Registrar (the “**Registrar Agreement**”). The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the City and a successor Registrar.

The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The Registrar shall notify the City in writing of any changes in its principal office.

Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar.

The City reserves the right to remove the Registrar upon thirty (30) days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver

all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Mayor and the City Clerk-Treasurer, or each individually, is authorized to remove the Registrar as provided herein if such officer determines removal is in the best interest of the City. Upon such removal, any Authorized Officer may appoint a successor Registrar and execute a Registrar Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as such officer deems appropriate or necessary.

Section 2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of Bond and the registration of transfers and exchanges of Bond entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bond of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after any Record Date and until the immediately succeeding Interest Payment Date.

Notwithstanding the foregoing, the Bond may only be transferred to: (i) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (ii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iii) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bond, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

Section 2.07. Execution; Authentication and Delivery. The Bond shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and the City Clerk-Treasurer, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bond shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar.

The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bond has been so executed and authenticated, they shall be delivered by the City Administrator to the Underwriter upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

Section 2.08. Book-Entry System; Securities Depository.

(a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.02 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC.

(c) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the City, the Bond Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the Participants) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a registered owner of Bonds, as shown by the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, or any amount with respect to principal

of, premium, if any, or interest on the Bonds. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Bond Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Bond Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk-Treasurer or City Administrator will promptly deliver a copy of the same to the Bond Registrar and Paying Agent.

(d) Representation Letter. The City has previously submitted to DTC a representation letter (Representation Letter). Any Paying Agent or Bond Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Bond Registrar and Paying Agent, respectively, to at all times to complied with.

(e) Transfers Outside Book-Entry System. In the event the City, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interest in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Bond Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

(f) Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond will be made and given, respectively in the manner provided in the Representation Letter.

Article III

Form of Bond

The Bond shall be issued in substantially the form of bond attached as Exhibit A hereto.

ARTICLE IV Use of Proceeds

Upon payment for the Bond by the Underwriter, proceeds of the Bond shall be deposited in accounts established on the books and records of the City as follows to pay costs and expenses of the Projects, respectively:

- (i) \$_____ shall be deposited in the Construction Account (as defined herein) for payment of the costs of the Improvements;
- (ii) \$_____ shall be deposited to the Debt Service Account (as defined herein) to pay [a portion of] interest due on the Bond on [_____];
- (iii) \$_____ shall be disbursed by the City to pay the costs of issuing the Bond. The City may also pay such costs from other legally available moneys.

ARTICLE V Creation of Funds; Pledges and Covenants; Tax Levies; Investments

Section 5.01. Funds and Accounts. For convenience and proper administration of the monies to be borrowed and repaid on the Bond, and to make adequate and specific security to the purchaser and holders of the Bond, there is hereby created a special fund to be designated the “General Obligation Temporary Improvement Bond, Series 2024A Fund” (the “Fund”) to be administered and maintained by the City Administrator separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Bond and the interest thereon shall have been fully paid. There shall be maintained and created within the Fund the “Construction Account” and a “Debt Service Account” as more fully described herein.

Section 5.02. General Obligation Temporary Improvement Bond, Series 2024A Construction Account. There is hereby established on the official books and records of the City within the Fund a Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bond in accordance with Article IV hereof, together with any other funds appropriated for the Improvements and deposited therein. All funds deposited in the Construction Account shall be used solely to pay all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bond may also be used to the extent necessary to pay interest on the Bond due prior to the anticipated date of commencement of the collection of special assessments herein covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the City Council to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429. The City shall maintain the Construction Account until all costs and expenses incurred in connection with the

Improvements have been paid. Construction Account moneys may be applied to pay the costs of issuing the Bond; the City may also pay such costs from other legally available moneys.

Section 5.03. General Obligation Temporary Improvement Bond, Series 2024A Debt Service Account. There is hereby established on the official books and records of the City within the Fund a Debt Service Account. The principal of and the interest on the Bond shall be paid from the Debt Service Account which shall be created and maintained on the books of the City as a separate debt redemption fund until the Bond, and all interest thereon, are fully paid. To the Debt Service Account there are hereby irrevocably appropriated and pledged to, and there shall be credited: (i) the proceeds of any definitive bond or additional temporary bonds in an amount, together with other moneys then on hand irrevocably appropriated to said account, as is necessary to pay the principal of, and interest on, the Bond; (ii) capitalized interest in the amount of \$_____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Bond on or before [_____, 20__]; (iii) any collections of all taxes which may hereafter be levied in the event that the proceeds of any definitive bond or additional temporary bonds and other available sums herein pledged to the payment of the Bond are insufficient therefor; (iv) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof; (v) all investment earnings on funds held in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. If any payment of principal of or interest on the Bond shall become due when there is not sufficient money in the Debt Service Account to make such payment, the City Administrator shall pay the same from any other available fund of the City, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bond when available. If the City does not have other moneys available to pay scheduled debt service on the Bond, the City shall take all necessary actions pursuant to Article IX hereof.

Section 5.04. Special Assessments. It is hereby determined that no less than twenty percent (20%) of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefited by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

Section 5.05. Pledge of Proceeds of Definitive Improvement Bonds. To provide moneys for the prompt and full payment of principal and interest on the Bond, the City shall

issue and sell the definitive improvement bonds for delivery and payment at or prior to the maturity date of the Bond.

Section 5.06. Pledge of Full Faith and Credit; Tax Levies. The Bond shall be direct, general obligations of the City, and the City hereby irrevocably pledges the full faith, credit and taxing power of the City to the prompt and full payment of the principal of and interest on the Bond as the same respectively become due. To provide moneys for the payment of principal of and interest on the Bond as required by Minnesota Statutes, Section 475.61, Subdivision 1, the City Council hereby represents, warrants and covenants that it shall cause to be levied and collected annually on all benefitted property in the City a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the City, as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
-------------------	-------------------------	---------------

(See Exhibit C hereto for levy computation)

Such tax shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the City. The special tax described herein, and all receipts therefrom are pledged to the payment of debt service on the Bond. Such tax shall be irrepealable as long as any of the Bond are outstanding and unpaid; provided that the City reserves the right and power to reduce the levies in the manner and as otherwise permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bond. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Account plus ad valorem taxes theretofore levied for the payment of Bond payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on the Bond payable therefrom in said following calendar year, or the Debt Service Account has incurred a deficiency in the manner provided in Section 5.03 hereof or amounts are owing to the State in the manner provided in Article IX hereof, an additional direct, irrepealable, ad valorem tax shall be levied on all benefitted property within the corporate limits of the City for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this Resolution.

Section 5.07. Investments. Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with State law. Moneys held in such funds and accounts may be invested by the City or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of the Article VII hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account. All money held in the funds created by this Resolution shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Article VI

Certification of Proceedings

Section 6.01. Filing with County Auditor. The City Administrator is hereby authorized and directed to file with the County Auditor of each county in which the City is located in whole or in part a certified copy of this Resolution together with such other information as the County Auditors shall require and to obtain from the County Auditors a certificate that the Bond has been entered upon the bond registers and that the tax for the payment of the Bond has been levied as required by law.

Section 6.02. Certification of Proceedings. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Underwriter and to Kutak Rock LLP, Bond Counsel, certified copies of all proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bond as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City to the correctness of all statements contained herein.

ARTICLE VII

Covenants and Arbitrage Matters.

Section 7.01. Restrictive Action. The City Council covenants and agrees with the registered owners of the Bond, that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bond to become includable in gross income of the recipient under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest will not become includable in gross income of the recipient under the Code and the Regulations. It is hereby certified that the proceeds of the Bond will be used to finance various public improvements owned and operated by the City and the City covenants and agrees that, so long as the Bond is outstanding, the City shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the Improvements so financed which would cause the Bond to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

Section 7.02. Arbitrage Certification. The Mayor, City Clerk-Treasurer and the City Administrator, being the officers of the City charged with the responsibility for issuing the Bond pursuant to this Resolution, are authorized and directed to execute and deliver to the Underwriter a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of reissuance and delivery of the Tax-Exempt Bonds, if such date occurs, which make it reasonable to expect that the proceeds of the Bond will not be used in a manner that would cause the Bond to be "arbitrage bonds" within the meaning of the Code and the Regulations.

Section 7.03. Arbitrage Rebate. The City Council acknowledges that the Bond is subject to the rebate requirements of Section 148(f) of the Code and covenants to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bond from gross income for federal income tax purposes, unless the Bond qualifies for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

Section 7.04. Filing. The officers of the City are hereby authorized and directed to prepare and furnish to the Secretary of the Treasury a statement meeting the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the “Code”), by the 15th day of the second calendar month after the close of the calendar quarter in which the Bond is issued.

Section 7.05. Post-Issuance Compliance Procedures. The City Council hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit D to ensure that the City satisfies and meets all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bond. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

Section 7.05. Bank Qualified Status. The Bond is hereby designated qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code. In order to qualify the Bond as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bond is not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bond as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2024 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

ARTICLE VIII

Continuing Disclosure

Section 8.01. S.E.C. Rule 15c2-12. The City has not prepared and will not disseminate any official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the City or the Bond in connection with the sale of the Bond, and will not undertake any commitment to provide continuing disclosure of material

information with respect to the City or the Bond. The purchase of the Bond falls within the exceptions to SEC Rule 15c2-12 (the "Rule"), which applies to disclosure obligations relating to municipal securities and was promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, in that none of the Rule requirements apply to municipal securities in authorized denominations of \$100,000 or more which are sold to no more than 35 sophisticated investors who are not purchasing for more than one account or with a view to distributing the securities; therefore, the Bond is offered in a transaction exempt from the Rule pursuant to paragraph (d)(1) of the Rule.

ARTICLE IX

Authorization of Officers

Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs each officer, employee and agent of the City to carry out, or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bond, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates to each such officer, employee and agent the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any such officer, employee or agent of the City of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the City's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the City and the authorization, approval, and ratification by the City of the documents, instruments, certifications, and opinions so executed and the action so taken.

* * * * *

The motion was duly seconded by _____.

Upon vote taken on the foregoing resolution, the following voted in favor thereof:

_____;

the following voted against the same: _____;

and the following were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the members of the City Council,

the same was by the Mayor declared passed and adopted.

EXHIBIT A

(FORM OF BOND)

THIS SERIES 2024A BOND WAS ISSUED AND DELIVERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR OTHER SECURITIES LAWS, IN RELIANCE UPON THE AVAILABILITY OF AN APPROPRIATE EXEMPTION FROM ANY REGISTRATION. THIS SERIES 2024A BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS PROVIDED IN THE RESOLUTION

**UNITED STATES OF AMERICA
STATE OF MINNESOTA**

CITY OF PELICAN RAPIDS

GENERAL OBLIGATION TEMPORARY IMPROVEMENT BOND, SERIES 2024A

R-_____ \$ _____

**INTEREST
RATE**

_____%

**MATURITY
DATE**

December 15, 2025

**DATE OF
ORIGINAL ISSUE**

April 24, 2024

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF PELICAN RAPIDS, Otter Tail County, Minnesota (the “City”), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the maturity date specified above, and to pay to the Registered Owner hereof interest on such Principal Amount at the Interest Rate specified above from the date hereof, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on June 15 and December 15 in each year, commencing December 15, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on the Northland Trust Services, Inc., in Minneapolis, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the “Registrar”).

This Bond is issued as a single instrument in the total principal amount of \$[PAR AMOUNT] (the “Bond”), issued by the City for the purpose of providing temporary financing to pay for the costs of utility, street and drainage improvements to Broadway (Trunk Highway 59), 1st Avenue NW (Trunk Highway 108), 1st Avenue NE, West Mill Avenue (County State Aid Highway 96) and East Mill Avenue (Trunk Highway 108) by making improvements to the

sanitary sewer collection system, water distribution system, storm sewer collection system, street, curb and gutter, sidewalk and/or multiuse paths, retaining walls, boulevards and adjoining driveways (the “Improvements”), and is issued pursuant to and in full conformity with resolution adopted by the City Council on March 26, 2024 (the “Resolution”), and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Chapter 429, as amended. The Bond is issuable only in fully registered form, in maturity value denominations of \$100,000 or any integral multiple thereof, of single maturities.

The Bond is payable out of the General Obligation Temporary Improvement Bonds, Series 2024A Fund of the City and into which fund there are to be paid proceeds of the definitive general obligation bonds or additional general obligation temporary bonds which the City is required by law to issue at or prior to the maturity of this Bond for the purpose of refunding the same. This Bond constitutes a direct, general obligations of the City, to which the full faith, credit and resources and the taxing power of the City are irrevocably pledged. Pursuant to the Resolution, the City has covenanted to cause to be made annually a special levy of taxes on all the benefitted property in the City, in addition to all other taxes, sufficient in rate and amount to produce sums not less than five percent in excess of the principal of and interest on the Bond when due. The City has pledged such tax levy and all receipts therefrom to all payments due on the Bond.

The Bond is not subject to prepayment or optional redemption prior to maturity.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date

hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Pelican Rapids, Minnesota, by its City Council, has caused this Bond to be executed in its behalf by the facsimile signatures of the Mayor and City Clerk-Treasurer, the City having no seal or said seal having been intentionally omitted as permitted by law.

CITY OF PELICAN RAPIDS, MINNESOTA

/s/ (Facsimile)
Mayor

/s/ (Facsimile)
City Clerk-Treasurer

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

Date of Authentication: April __, 2024

NORTHLAND TRUST SERVICES, INC.,
as Registrar

By _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

--

EXHIBIT B

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

(Name of Issuer and Co-Issuer(s), if applicable)

(Date)

The Depository Trust Company
570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in] [formed under the laws of] _____.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:
Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

(Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

DTCC

BLOR 06-2013

EXHIBIT C

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u> \$
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EXHIBIT D

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of the Bond, the City of Pelican Rapids, Minnesota (the “City”) will execute a federal tax certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of the Bond with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the City in the Tax Certificate related to the Bond. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the City tracks and monitors the actual use of the proceeds of the Bond, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

Designation of Responsible Person

The City Clerk-Treasurer shall maintain an inventory of Bonds and assets financed which contains the pertinent data to satisfy the City’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the City Clerk-Treasurer.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The City shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The City also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The City shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bonds

proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the City. The City shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Bonds, the City shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The City shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the City discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with Bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The City shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of the Bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records

identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;

- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to City bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.



Hammers Construction Inc.
P.O. Box 148
Perham, MN 56573-0148
Ph : (218) 348-2195

Change Request

To: Scott DeMartelaere
Design Intent Architect
103 E Lincoln Ave
Fergus Falls, MN 56537

Number: 7
Date: 3/7/2024
Job: 23-073 PR Aquatics Center
Phone:

Description: Site work Deduct

We are pleased to offer the following specifications and pricing to make the following changes:
Deduct for the parking lot site work

The total direct cost to perform this work is			\$-5,100.00
Management Fee	-\$5,100.00	5.00%	\$-255.00
Total:			<u>\$-5,355.00</u>

If you have any questions, please contact me at .

Submitted by: Hammers Construction, Inc

Approved by: _____
Date: _____

MUNICIPAL SERVICE CO., INC.- TECHNICAL MEMORANDUM

To: Mr. Lance Roisum- City of Pelican Rapids

From: Tim Bohmer- Municipal Service Co., Inc.

Re: Pelican Rapids WWTF

Condition Assessment Date: 10 March, 2024

INTRODUCTION

Municipal Service Co., Inc. (MSCI) was contacted by the City of Pelican Rapids, MN to develop a condition assessment report for the Pelican Rapids Wastewater Treatment Facility (WWTF), Final Clarifier No. 4 with the following elements:

- Existing facility condition assessment;

This Technical Memorandum (TM) presents the condition assessment. The recommendations and conclusions contained in this TM can be considered alongside any other wastewater treatment alternatives scheduled by the City of Pelican Rapids to evaluate the path forward for the City to provide wastewater service for the City of Pelican Rapids.

MSCI performed a site visit on Saturday, March 10, 2024 for a preliminary evaluation and visual inspection of the Pelican Rapids WWTF Final Clarifier No. 4. Potential issues were identified from visual inspection, vendor information, and operator input. The WWTF operator, Mr. Dennis Dalager, assisted in the days prior to the inspection and provided useful insight into the operation and maintenance needs of the facility. This condition assessment is completed with the following main steps:

1. Review of background information on the existing equipment;
2. Meet with Mr. Dennis Dalager (WWTF operator) to review operations of the facility;
3. Site visit to the WWTF to conduct visual inspection; and,
4. Summarize the findings of the condition assessment in this TM.

The current WWTF Final Clarifier No. 4 is one of two 49' diameter circular clarifiers. The operating depth is approximately 20'. Due to observed abnormal operation, Clarifier No. 4 was removed from service and drained

Analysis of any other components of the WWTF is not included within the scope of this assessment.

Final Clarifier No. 4- The equipment was installed in 2009. This system has been in service since that time. The equipment was manufactured by Westech Engineering, Inc. and represented by Great Northern Environmental. Westech Engineering, Inc. remains actively engaged in the manufacture and

Pelican Rapids WWTF Final Clarifier No. 4

development of water and wastewater treatment equipment. Replacement parts for the installed equipment in Pelican Rapids are available from the manufacturer.

An expansion and process change to single stream flow using an MBBR process at the WWTF revised the way the clarifier was operated. The RAS piping was plugged and abandoned and the RAS pumps taken offline. The WAS pumps remained in operation. This has the potential to place a significant unbalanced load on the clarifier mechanism which may have contributed to the center column and sludge manifold failure.

Main components of the clarifier rotating equipment:

1. Bridge – Fabricated, painted carbon steel full span bridge. Aluminum bar grating walkway and aluminum pipe handrails.
2. Drive – Westech drive mechanism, with a dual sensing torque overload control device to energize an alarm and activate a motor cut-off switch. A cycloidal speed reducer drives a column shaft with trusses through an internal pinion and spur gear with shear pin protection. The speed reducer is driven by a ½ HP 1735 rpm “C” face TEFC 3 phase 230 V motor.
3. Center Column – Truss supported sludge collectors are driven through a painted 20” carbon steel center column and painted carbon steel cage.
4. Sludge Collector – Two painted carbon steel truss assemblies attached to the center column with blade holders and scrapers on one truss and a suction arm and squeegees attached to the opposite truss. The suction arm is attached to a painted carbon steel sludge manifold.
5. Feedwell- 14’ diameter painted carbon steel feedwell with scum ports
6. Inlet Well- 7’ diameter painted carbon steel inlet well with four inlet gates
7. Scum Box- Full radius painted carbon steel scum box with supports, flushing valves and 6” outlet
8. Scum Skimmers- Two painted carbon steel skimmer arms with neoprene wipers
9. Density Current Baffles- Full diameter HDPE density current baffles supported with aluminum knee braces and aluminum battens
10. Weir Plates and Scum Baffles- FRP weir plates and FRP Baffles and supports

TREATMENT DATA- Assessment of the settling and sludge collecting efficiency is outside the scope of this TM

OPERATIONS- Typically, the clarifier runs with routine operational input. Routine operations include:

- Daily visual (observational) inspections;

Pelican Rapids WWTF Final Clarifier No. 4

- Checking, changing and replenishing lubricants;
- Cleaning as required
- Adjust/replace stainless steel scrapers and neoprene squeegees
- Replace neoprene scum wipers

CONDITION ASSESSMENT- Potential issues were identified from visual inspection and operator input. The clarifier was drained and the sludge removed. The following presents a summary of the main components of the clarifier, their general condition, and recommended improvements.

Bridge- The bridge, handrails and walkways appear structurally sound with no missing or loose fasteners. There is no visible sign of any overload. The protective coatings appear to be in fair condition with some weathering, the coatings appear well adhered with no significant cracking, peeling, blistering or evidence of significant corrosion.

Drive- The drive could not be properly assessed due to existence of the damage to the center column and sludge manifold. Mr Dalager indicated there have been signs of worn components within the drive and has scheduled those repairs. All components appear properly greased and oiled. All wear components of the drive are internal, the condition of the pinion and spur gear as well as bearings and races can not be visually inspected without dis-assembly

When the clarifier rotating equipment is repaired or replaced, a further assessment of the drive can be conducted

Center column and drive cage- Visible corrosion and damage exists at sludge manifold. The welds at the center column and sludge manifold have failed completely. The resulting movement has caused significant damage to the center column. There is moderate coating failure on the center column. The drive cage appears to be structurally sound with minimal coating failure

The sludge collector will need to be removed to fully assess the damage. A repair will require field fabrications or replacement of the 20" center column and sludge manifold

Sludge Collector- The trusses, suction header, collectors, blade holders are in good overall condition. The protective coatings with a limited inspection appear to be in fair condition on most components with exception of the suction header. There are small areas of visible coating failure on most components and large areas of failure on the suction header. The components will require cleaning with a pressure washer to make an accurate assessment. The sludge manifold seal is failed at the center column with large sections of the bottom seal missing.

The sludge scrapers and squeegees are in poor condition and should be replaced after the center column and sludge manifold repairs are completed

Feedwell- The feedwell and supports appear to be structurally sound with no apparent component failure. The coatings show weathering and small areas of failure

Inlet Well- The inlet well, inlet gates and supports appear to be structurally sound with no apparent component failure. The coatings show weathering and small areas of failure

Scum Box- The scum box and supports appear to be structurally sound, the outlet connection is poorly aligned and the flush valves are not fully functional. The coatings show weathering and areas of failure.

Skimmers- The skimmer arms appear to be structurally sound, the wipers are beginning to fail, the protective coatings are in fair condition with some weathering, the coatings appear well adhered with no significant cracking, peeling, blistering or evidence of significant corrosion.

Density Current Baffles- The baffles are in good condition. The aluminum baffle supports, battens and anchors have significant corrosion with some support failure at the connection to the concrete basin walls.

Weir Plates and Scum Baffles- The weirs, baffles and supports appear to be in good condition

REHABILITATION RECOMMENDATION

Except for the failure of the center column/sludge manifold connection the clarifier components appear structurally sound.

CLARIFIER REHABILITATION- We recommend replacing or rebuilding the center column and sludge manifold, replace the sludge scrapers and squeegees, replace the scum wipers, replace the density current baffle supports and battens. An option that could be considered would be to reconfigure the sludge collector and/or the RAS/WAS piping to equalize the unbalanced rotating load on the clarifier mechanism.

OPINION OF PROBABLE COST- The construction cost opinion presented is based on 2024 dollars. The conceptual opinion of probable cost was developed based on previous project data and consultation with manufacturers. The level of cost opinion is appropriate for concept study evaluations made with incomplete information. The cost opinion at this level is generally considered to have an accuracy range of +30/-20 percent. Actual costs will not be determined until a bidding process has been completed at the time of construction. Engineering (design, bidding, and construction) and legal/administrative is assumed to be approximately 15-percent of construction cost. Construction contingency and undeveloped design details are assumed to be 20-percent of construction cost.

Repair Center Column/Sludge Manifold	\$35,500
Replace Failed Collector Components	\$15,600
Replace Scum Wipers	\$10,100
Modify RAS/WAS Piping	\$3,900
Replace Density Current Supports	\$23,200
Sandblast and Paint	\$65,000
Subtotal	\$149,400
Construction Contingencies	\$16,880
Engineering, Legal, Administration	\$12,660

These repairs and protective coatings can be implemented either at one time or as individual projects. We do recommend repairs and protective coatings are done at the same time. Spot repairs of failed coatings and recoat of repaired areas is a very short term solution.

The above cost opinion does not include replacement of routine maintenance items. Costs for bypassing, cleaning, collecting, hauling, and disposing sewage or sludge are not included.

CONCLUSIONS- The following points summarize the findings and recommendations developed in the condition assessment of the Pelican Rapids WWTF Final Clarifier No. 4.

- Rehabilitation of the existing equipment should extend the useful life of the equipment to its original design life or more;
- Repair of the existing equipment should be conducted;
- Repair of the center column and sludge manifold- and/or reconfigure the sludge collector to the correct configuration for the treatment process;
- The sludge pump piping should be modified to allow the RAS and WAS pumps to remove sludge from the basin;
- The scum wipers should be replaced;
- The density current baffle supports should be replaced;
- The coating system on wetted carbon steel components should be replaced.
- This rehabilitation must take place before the equipment is returned to service.

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RINGDAHL 67 AMBULANCE SERVICE

214 East Junius
Fergus Falls, MN 56537
Bus. Office Phone (218) 736-2819

AGREEMENT FOR AMBULANCE SERVICE

THIS AGREEMENT, made this 5th day of March 2024, by and between the City of Pelican Rapids hereinafter referred to as the party of the first part, and RINGDAHL AMBULANCES, INC., a Minnesota Corporation, hereinafter referred to as the party of the second part.

WHEREAS it is considered necessary to the Health and Welfare of the people of Pelican Rapids that ambulance service be available in time of medical emergencies and non-emergencies as well.

THEREFORE, for and in consideration of the sums hereinafter, the parties hereto agree as follows:

1. Party of the second party agrees to provide the residents of Pelican Rapids with efficient and prompt ambulance service, complying with all laws and regulations as set forth by the State of Minnesota, Minnesota Department of Health, and all Federal Agencies, on a twenty-four hour basis, answering all emergency and non-emergency calls for aid.
2. Party of the first part agrees to pay the party of the second party the sum of \$ 20,694.⁰⁰ for a one-year period to assure itself with service as stated (1), for the year beginning January 1, 2024 and ending December 31, 2024
3. Nothing in this agreement shall be construed to prevent the party of the second part from charging the users of the ambulance service a fair and reasonable fee for such service. It is further understood and agreed to that the party of the first part is in no way responsible for the collection and payment of these fees and that is responsibility rests solely upon the party of the second part.

IN WITNESS WHEREOF, the party of the second part has hereunto set his hand as an Officer of the Corporation and executed by its Clerk and Clerk by and with the authority of its Board.

RINGDAHL AMBULANCES, INC.



RINGDAHL AMBULANCE SERVICE

CLERK/TREASURER

CITY/TOWNSHIP OF

MAYOR/CHAIRMAN

Economic Development

Home / Your Co-op / Economic Development

Lake Region Electric Cooperative offers a variety of resources to encourage growth of new and existing businesses.

USDA Rural Development – Minnesota

REVOLVING LOAN FUND

LREC applied to the USDA for an economic development grant on behalf of Essentia St. Mary's for the new clinic in Pelican Rapids. The USDA awarded LREC a \$300,000 grant, which will establish an economic development revolving loan fund. The first loan will be to Essentia St. Mary's. LREC is required to contribute a 20 percent match of \$60,000. The total \$360,000 will be loaned to Essentia St. Mary's for the new clinic. The loan is a zero percent interest rate amortized over 10 years.

As the \$360,000 is paid back to LREC, the dollars go into the revolving loan that will be loaned to future economic development projects that create jobs and stimulate the economy.

ECONOMIC DEVELOPMENT TOOL

Economic Development Portal is Lake Region Electric Cooperative's economic development tool to assist existing businesses and help attract new companies to the cooperative's service area. The website provides information and assistance to area businesses, as well as companies looking for new locations.

“LREC has a strong record of working with our business members, and this tool is an extension of our relationship with the business community. Our service area boasts high quality workers, reliable electric infrastructure at competitive rates, and the partnership that comes with being a member of an electric cooperative. This tool helps LREC say ‘we’re open for business,’” explains Tim Thompson, CEO.

The tool includes:

- Loan and financing program details
- Local demographic and employment information
- Available sites, industrial parks, and associated infrastructure
- Utility information
- Other key information for site selectors and economic developers

Your Co-op

Member Meetings

Annual Meetings

District Meetings

Energy Forum

Careers

Operation Round Up

VMAC

Capital Credits

LREC Veteran Lineworker Scholarship

Safety

← *Economic Development*

Member Handbook



PELICAN RAPIDS

POLICE DEPARTMENT

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

PELICAN RAPIDS POLICE DEPARTMENT PELICAN RAPIDS POLICE OFFICER OATH OF OFFICE

I, Breeann Brandenburger, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of Chief of Police within and for the City of Pelican Rapids and the State of Minnesota.

Officer Breeann Brandenburger

Sworn to before me this 26th day of March, 2024

Mayor Brent E. Frazier



PELICAN RAPIDS

POLICE DEPARTMENT

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

PELICAN RAPIDS POLICE DEPARTMENT PELICAN RAPIDS POLICE OFFICER OATH OF OFFICE

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Sworn to before me this 26th day of March, 2024

Mayor Brent E. Frazier

626.8473 PORTABLE RECORDING SYSTEMS ADOPTION; WRITTEN POLICY REQUIRED.

Subdivision 1. **Definition.** As used in this section, "portable recording system" has the meaning provided in section 13.825, subdivision 1.

Subd. 2. **Public comment.** A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

Subd. 3. **Written policies and procedures required.** (a) The chief officer of every state and local law enforcement agency that uses or proposes to use a portable recording system must establish and enforce a written policy governing its use. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as provided in subdivision 2. Use of a portable recording system without adoption of a written policy meeting the requirements of this section is prohibited. The written policy must be posted on the agency's website, if the agency has a website.

(b) At a minimum, the written policy must incorporate and require compliance with the following:

(1) the requirements of section 13.825 and other data classifications, access procedures, retention policies, and data security safeguards that, at a minimum, meet the requirements of chapter 13 and other applicable law. The policy must prohibit altering, erasing, or destroying any recording made with a peace officer's portable recording system or data and metadata related to the recording prior to the expiration of the applicable retention period under section 13.825, subdivision 3, except that the full, unedited, and unredacted recording of a peace officer using deadly force must be maintained indefinitely;

(2) mandate that a portable recording system be worn at or above the mid-line of the waist in a position that maximizes the recording system's capacity to record video footage of the officer's activities;

(3) mandate that officers assigned a portable recording system wear and operate the system in compliance with the agency's policy adopted under this section while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official;

(4) mandate that, notwithstanding any law to the contrary, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, except as otherwise provided in this clause and clause (5):

(i) the deceased individual's next of kin;

(ii) the legal representative of the deceased individual's next of kin; and

(iii) the other parent of the deceased individual's child.

A law enforcement agency may deny a request if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access, the chief law enforcement officer must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7;

(5) mandate that, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7;

(6) procedures for testing the portable recording system to ensure adequate functioning;

(7) procedures to address a system malfunction or failure, including requirements for documentation by the officer using the system at the time of a malfunction or failure;

(8) circumstances under which recording is mandatory, prohibited, or at the discretion of the officer using the system;

(9) circumstances under which a data subject must be given notice of a recording;

(10) circumstances under which a recording may be ended while an investigation, response, or incident is ongoing;

(11) procedures for the secure storage of portable recording system data and the creation of backup copies of the data; and

(12) procedures to ensure compliance and address violations of the policy, which must include, at a minimum, supervisory or internal audits and reviews, and the employee discipline standards for unauthorized access to data contained in section 13.09.

(c) The board has authority to inspect state and local law enforcement agency policies to ensure compliance with this section. The board may conduct this inspection based upon a complaint it receives about a particular agency or through a random selection process. The board may impose licensing sanctions and seek injunctive relief under section 214.11 for an agency's or licensee's failure to comply with this section.

History: 2016 c 171 s 6; 2023 c 52 art 10 s 19

13.825 PORTABLE RECORDING SYSTEMS.

Subdivision 1. **Application; definition.** (a) This section applies to law enforcement agencies that maintain a portable recording system for use in investigations, or in response to emergencies, incidents, and requests for service.

(b) As used in this section:

(1) "portable recording system" means a device worn by a peace officer that is capable of both video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation;

(2) "portable recording system data" means audio or video data collected by a portable recording system; and

(3) "redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.

Subd. 2. **Data classification; court-authorized disclosure.** (a) Data collected by a portable recording system are private data on individuals or nonpublic data, subject to the following:

(1) data that record, describe, or otherwise document actions and circumstances surrounding either the discharge of a firearm by a peace officer in the course of duty, if a notice is required under section 626.553, subdivision 2, or the use of force by a peace officer that results in substantial bodily harm, as defined in section 609.02, subdivision 7a, are public;

(2) data are public if a subject of the data requests it be made accessible to the public, except that, if practicable, (i) data on a subject who is not a peace officer and who does not consent to the release must be redacted, and (ii) data on a peace officer whose identity is protected under section 13.82, subdivision 17, clause (a), must be redacted;

(3) subject to paragraphs (b) to (d), portable recording system data that are active criminal investigative data are governed by section 13.82, subdivision 7, and portable recording system data that are inactive criminal investigative data are governed by this section;

(4) portable recording system data that are public personnel data under section 13.43, subdivision 2, clause (5), are public; and

(5) data that are not public data under other provisions of this chapter retain that classification.

(b) Notwithstanding section 13.82, subdivision 7, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, subject to paragraphs (c) and (d):

(1) the deceased individual's next of kin;

(2) the legal representative of the deceased individual's next of kin; and

(3) the other parent of the deceased individual's child.

(c) A law enforcement agency may deny a request to inspect portable recording system data under paragraph (b) if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access under this paragraph, the chief law enforcement officer

must provide a prompt, written denial to the individual in paragraph (b) who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7.

(d) When an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7.

(e) A law enforcement agency may redact or withhold access to portions of data that are public under this subdivision if those portions of data are clearly offensive to common sensibilities.

(f) Section 13.04, subdivision 2, does not apply to collection of data classified by this subdivision.

(g) Any person may bring an action in the district court located in the county where portable recording system data are being maintained to authorize disclosure of data that are private or nonpublic under this section or to challenge a determination under paragraph (e) to redact or withhold access to portions of data because the data are clearly offensive to common sensibilities. The person bringing the action must give notice of the action to the law enforcement agency and subjects of the data, if known. The law enforcement agency must give notice to other subjects of the data, if known, who did not receive the notice from the person bringing the action. The court may order that all or part of the data be released to the public or to the person bringing the action. In making this determination, the court shall consider whether the benefit to the person bringing the action or to the public outweighs any harm to the public, to the law enforcement agency, or to a subject of the data and, if the action is challenging a determination under paragraph (e), whether the data are clearly offensive to common sensibilities. The data in dispute must be examined by the court in camera. This paragraph does not affect the right of a defendant in a criminal proceeding to obtain access to portable recording system data under the Rules of Criminal Procedure.

Subd. 3. Retention of data. (a) Portable recording system data that are not active or inactive criminal investigative data and are not described in paragraph (b) or (c) must be maintained for at least 90 days and destroyed according to the agency's records retention schedule approved pursuant to section 138.17.

(b) Portable recording system data must be maintained for at least one year and destroyed according to the agency's records retention schedule approved pursuant to section 138.17 if:

(1) the data document (i) the discharge of a firearm by a peace officer in the course of duty if a notice is required under section 626.553, subdivision 2, or (ii) the use of force by a peace officer that results in substantial bodily harm; or

(2) a formal complaint is made against a peace officer related to the incident.

(c) Portable recording system data that document a peace officer's use of deadly force must be maintained indefinitely.

(d) If a subject of the data submits a written request to the law enforcement agency to retain the recording beyond the applicable retention period for possible evidentiary or exculpatory use related to the circumstances under which the data were collected, the law enforcement agency shall retain the recording for an additional time period requested by the subject of up to 180 days and notify the requester that the recording will then be destroyed unless a new request is made under this paragraph.

(e) Notwithstanding paragraph (b), (c), or (d), a government entity may retain a recording for as long as reasonably necessary for possible evidentiary or exculpatory use related to the incident with respect to which the data were collected.

Subd. 4. Access by data subjects. (a) For purposes of this chapter, a portable recording system data subject includes the peace officer who collected the data, and any other individual or entity, including any other peace officer, regardless of whether the officer is or can be identified by the recording, whose image or voice is documented in the data.

(b) An individual who is the subject of portable recording system data has access to the data, including data on other individuals who are the subject of the recording. If the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy. The identity and activities of an on-duty peace officer engaged in an investigation or response to an emergency, incident, or request for service may not be redacted, unless the officer's identity is subject to protection under section 13.82, subdivision 17, clause (a).

Subd. 5. Inventory of portable recording system technology. A law enforcement agency that uses a portable recording system must maintain the following information, which is public data:

- (1) the total number of recording devices owned or maintained by the agency;
- (2) a daily record of the total number of recording devices actually deployed and used by officers and, if applicable, the precincts in which they were used;
- (3) the policies and procedures for use of portable recording systems required by section 626.8473; and
- (4) the total amount of recorded audio and video data collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, and the agency's procedures for destruction of the data.

Subd. 6. Use of agency-issued portable recording systems. While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities.

Subd. 7. Authorization to access data. (a) A law enforcement agency must comply with sections 13.05, subdivision 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

(b) The responsible authority for a law enforcement agency must establish written procedures to ensure that law enforcement personnel have access to the portable recording system data that are not public only if authorized in writing by the chief of police, sheriff, or head of the law enforcement agency, or their designee, to obtain access to the data for a legitimate, specified law enforcement purpose.

Subd. 8. Sharing among agencies. (a) Portable recording system data that are not public may only be shared with or disseminated to another law enforcement agency, a government entity, or a federal agency upon meeting the standards for requesting access to data as provided in subdivision 7.

(b) If data collected by a portable recording system are shared with another state or local law enforcement agency under this subdivision, the agency that receives the data must comply with all data classification, destruction, and security requirements of this section.

(c) Portable recording system data may not be shared with, disseminated to, sold to, or traded with any other individual or entity unless explicitly authorized by this section or other applicable law.

Subd. 9. Biennial audit. (a) A law enforcement agency must maintain records showing the date and time portable recording system data were collected and the applicable classification of the data. The law enforcement agency shall arrange for an independent, biennial audit of the data to determine whether data are appropriately classified according to this section, how the data are used, and whether the data are destroyed as required under this section, and to verify compliance with subdivisions 7 and 8. If the governing body with jurisdiction over the budget of the agency determines that the agency is not complying with this section or other applicable law, the governing body may order additional independent audits. Data in the records required under this paragraph are classified as provided in subdivision 2.

(b) The results of the audit are public, except for data that are otherwise classified under law. The governing body with jurisdiction over the budget of the law enforcement agency shall review the results of the audit. If the governing body determines that there is a pattern of substantial noncompliance with this section, the governing body must order that operation of all portable recording systems be suspended until the governing body has authorized the agency to reinstate their use. An order of suspension under this paragraph may only be made following review of the results of the audit and review of the applicable provisions of this chapter, and after providing the agency and members of the public a reasonable opportunity to respond to the audit's findings in a public meeting.

(c) A report summarizing the results of each audit must be provided to the governing body with jurisdiction over the budget of the law enforcement agency, to the Legislative Commission on Data Practices and Personal Data Privacy, and to the chairs and ranking minority members of the committees of the house of representatives and the senate with jurisdiction over data practices and public safety issues no later than 60 days following completion of the audit.

Subd. 10. Notification to BCA. Within ten days of obtaining new surveillance technology that expands the type or scope of surveillance capability of a portable recording system device beyond video or audio recording, a law enforcement agency must notify the Bureau of Criminal Apprehension that it has obtained the new surveillance technology. The notice must include a description of the technology and its surveillance capability and intended uses. The notices are accessible to the public and must be available on the bureau's website.

Subd. 11. Portable recording system vendor. (a) For purposes of this subdivision, "portable recording system vendor" means a person who is not a government entity and who provides services for the creation, collection, retention, maintenance, processing, or dissemination of portable recording system data for a law enforcement agency or other government entity. By providing these services to a government entity, a vendor is subject to all of the requirements of this chapter as if it were a government entity.

(b) A portable recording system vendor that stores portable recording system data in the cloud must protect the data in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

(c) Subject to paragraph (d), in an action against a vendor under section 13.08 for a violation of this chapter, the vendor is liable for presumed damages of \$2,500 or actual damages, whichever is greater, and reasonable attorney fees.

(d) In an action against a vendor that improperly discloses data made not public by this chapter or any other statute classifying data as not public, the vendor is liable for presumed damages of \$10,000 or actual damages, whichever is greater, and reasonable attorney fees.

Subd. 12. Penalties for violation. In addition to any other remedies provided by law, in the case of a willful violation of this section a law enforcement agency is subject to exemplary damages of not less than

twice the minimum, nor more than twice the maximum allowable for exemplary damages under section 13.08, subdivision 1.

History: *2016 c 171 s 5; 1Sp2021 c 11 art 3 s 5; 2023 c 52 art 10 s 1,2*

Portable Audio/Video Recorders

zzz.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (Minn. Stat. § 626.8473). Portable audio/video recording devices include all recording systems whether body-worn, hand-held, or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews, or interrogations conducted at any Pelican Rapids Police Department facility, undercover operations, wiretaps, or eavesdropping (concealed listening devices).

zzz.1.1 DEFINITIONS

Definitions related to this policy include:

Portable recording system - A device worn by a member that is capable of both video and audio recording of the member's activities and interactions with others or collecting digital multimedia evidence as part of an investigation and as provided in Minn. Stat. § 13.825.

zzz.1 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (Minn. Stat. § 626.8473; Minn. Stat. § 13.825):

- (a) Establishing procedures for the security, storage, and maintenance of data and recordings.
 - 1. The coordinator should work with the Custodian of Records and the member assigned to coordinate the use, access, and release of protected information to ensure that procedures comply with requirements of the Minnesota Government Data Practices Act (MGDPA) and other applicable laws (Minn. Stat. § 13.01 et seq.) (see the Protected Information and the Records Maintenance and Release policies).
 - 2. The coordinator should work with the Custodian of Records to identify recordings that must be retained for a specific time frame under Minnesota law (e.g., firearm discharges, certain use of force incidents, formal complaints).
- (b) Establishing procedures for accessing data and recordings.
 - 1. These procedures should include the process to obtain written authorization for access to non-public data by PRPD members and members of other governmental entities and agencies.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging, or marking events.
- (e) Establishing an inventory of portable recorders including:
 - 1. Total number of devices owned or maintained by the Pelican Rapids Police Department.

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Portable Audio/Video Recorders

2. Daily record of the total number deployed and used by members and, if applicable, the precinct or district in which the devices were used.
 3. Total amount of recorded audio and video data collected by the devices and maintained by the Pelican Rapids Police Department.
- (f) Preparing the biennial audit required by Minn. Stat. § 13.825, Subd. 9.
- (g) Notifying the Bureau of Criminal Apprehension (BCA) in a timely manner when new equipment is obtained by the Pelican Rapids Police Department that expands the type or scope of surveillance capabilities of the department's portable recorders.
- (h) Ensuring that this Portable Audio/Video Recorders Policy is posted on the Department website.

zzz.2 POLICY

The Pelican Rapids Police Department may provide members with access to portable recorders for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

zzz.5 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time or while acting in an official capacity of this department, regardless of ownership of the device, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

zzz.6 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order (Minn. Stat. § 13.825). If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable (Minn. Stat. § 626.8473).

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record his/her name, employee number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the

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Portable Audio/Video Recorders

recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording (Minn. Stat. § 626.8473). Members should include the reason for deactivation.

zzz.7 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify Otter Tail County Communication Center
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

zzz.7.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

zzz.7.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

Pelican Rapids Police Department

Pelican Rapids PD Policy Manual

Portable Audio/Video Recorders

zzz.7.3 SURREPTITIOUS RECORDINGS

Minnesota law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (Minn. Stat. § 626A.02).

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

zzz.9 PROHIBITED USE OF AUDIO/VIDEO RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Chief of Police. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

zzz.9 RETENTION OF RECORDINGS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

If an individual captured in a recording submits a written request, the recording shall be retained for an additional time period. The coordinator should be responsible for notifying the individual prior to destruction of the recording (Minn. Stat. § 13.825).

zzz.9.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

zzz.9.2 ACCESS TO RECORDINGS

Except as provided by Minn. Stat. § 13.825, Subd. 2, audio/video recordings are considered private or nonpublic data.

Pelican Rapids Police Department

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Portable Audio/Video Recorders

Any person captured in a recording may have access to the recording. If the individual requests a copy of the recording and does not have the consent of other non-law enforcement individuals captured on the recording, the identity of those individuals must be blurred or obscured sufficiently to render the subject unidentifiable prior to release. The identity of on-duty peace officers may not be obscured unless their identity is protected under Minn. Stat. § 13.82, Subd. 17.

zzz.10 ACCOUNTABILITY

Any member who accesses or releases recordings without authorization may be subject to discipline (see the Standards of Conduct and the Protected Information policies) (Minn. Stat. § 626.8473).

zzz.11 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) By a supervisor as part of internal audits and reviews as required by Minn. Stat. § 626.8473.
- (b) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.
- (c) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (d) By media personnel with permission of the Chief of Police or the authorized designee.
- (e) In compliance with the Minnesota Data Practices Act request, if permitted or required by the Act, including pursuant to Minn. Stat. § 13.82, Subd. 15, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that are clearly offensive to common sensibilities should not be publicly released unless disclosure is required by law or order of the court (Minn. Stat. § 13.82, Subd. 7; Minn. Stat. § 13.825, Subd. 2).

zzz.11 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark the recordings in accordance with procedure and document the existence of the recording in any related case report.

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Portable Audio/Video Recorders

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an under-cover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Minnesota Data Practices Act.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

Mobile Video Recorders

xxx.1 PURPOSE AND SCOPE

The Pelican Rapids Police Department has equipped marked patrol cars with Mobile Video Recording (MVR) systems to provide records of events and assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

xxx.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MVR system to transmit or store video or audio data in an active mode.

In-car camera system and Mobile Video Recorder (MVR) - Synonymous terms - that refer to any system that captures audio and video signals that is capable of installation in a vehicle and that includes at minimum, a camera, microphone, recorder and monitor.

Law Enforcement Operator (LEO) - Primarily a licensed peace officer but on occasion may be a non-licensed representative of the Department who is authorized and assigned to operate MVR-equipped vehicles to the extent consistent with Minn. Stat. § 169.98.

MGDPA - The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

MVR technician - Personnel certified or trained in the operational use and repair of MVRs, duplicating methods, storage and retrieval methods and procedures, and who possess a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio-video signals recorded or digitally stored on a storage device or portable media.

xxx.2 POLICY

It is the goal of the Pelican Rapids Police Department to use mobile video recorder (MVR) technology to more effectively fulfill the department's mission and to ensure these systems are used securely and efficiently.

xxx.3 OFFICER RESPONSIBILITIES

Prior to going into service each officer will properly equip him/herself to record audio and video in the field. At the end of the shift each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports in only periodically additional recording media may be issued. Only Pelican Rapids Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MVR system operation in accordance with manufacturer specifications and department operating procedures and training.

Battle Lake Police Department

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Mobile Video Recorders

System documentation is accomplished by the officer recording his/her name, serial number, badge, or PIN number and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

xxx.4 ACTIVATION OF THE MVR

The MVR system is designed to turn on whenever the unit's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded the video will also record.

Operators are encouraged to narrate events using the audio recording so as to provide the best documentation for pretrial and courtroom presentation.

xxx.4.1 REQUIRED ACTIVATION OF THE MVR

This policy is not intended to describe every possible situation in which the MVR system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes its use would be appropriate and/or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However the audio portion can be valuable evidence and is subject to the same activation requirements as the MVR. The MVR system should be activated in any of the following situations:

- (a) All field contacts involving actual or potential criminal conduct within video or audio range:
 - 1. Traffic stops (to include, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 - 2. Priority responses
 - 3. Vehicle pursuits
 - 4. Suspicious vehicles
 - 5. Arrests
 - 6. Vehicle searches
 - 7. Physical or verbal confrontations or use of force
 - 8. Prisoner transports
 - 9. Non-custody transports
 - 10. Pedestrian checks
 - 11. DWI investigations including field sobriety tests
 - 12. Consensual encounters

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Mobile Video Recorders

13. Crimes in progress
 14. Responding to an in-progress call
 15. Medical incidents attended to by members of the Department
- (b) All self-initiated activity in which an officer would normally notify Otter Tail County Communication Center
 - (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect:
 1. Family violence calls
 2. Disturbance of peace calls
 3. Offenses involving violence or weapons
 - (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording
 - (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate

xxx.4.1 CESSATION OF RECORDING

Once activated the MVR system should remain on until the incident has concluded. For purposes of this section conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

xxx.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MVR systems should be placed into service. If these vehicles are placed into service, the appropriate documentation should be made, including notification of Otter Tail County Communication Center.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 1. The tracking number of the MVR system media.
 2. The date it was issued.
 3. The law enforcement operator or the vehicle to which it was issued.
 4. The date it was submitted.
 5. Law enforcement operators submitting the media.
 6. Holds for evidence indication and tagging as required.
- (c) The operation of MVR systems by new employees is assessed and reviewed no less than biweekly.

Mobile Video Recorders

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, peace officer-involved shootings, department-involved collisions), a supervisor shall respond to the scene and ensure that the appropriate supervisor, MVR technician or crime scene investigator properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media. Copies may be distributed to investigators as appropriate to the investigation.

Supervisors may activate the MVR system remotely to monitor a developing situation such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event.

xxx.4.4 WHEN ACTIVATION IS NOT REQUIRED

Activation of the MVR system is not required when exchanging information with other officers or during breaks, lunch periods, when not in service or actively on patrol.

No member of this department may surreptitiously use City equipment to record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police or the authorized designee for the purpose of conducting a criminal or administrative investigation.

xxx.5 REVIEW OF MVR RECORDINGS

All recording media, recorded images and audio recordings are the property of the agency and subject to the provisions of the MGDPA. Dissemination outside of the agency is strictly prohibited except to the extent permitted or required under the MGDPA, Peace Officer Disciplinary Procedures Act or other applicable law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed or otherwise inserted into any device not approved by the department MVR technician or forensic media staff. When reasonably possible a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations.

- (a) For use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MVR systems
- (e) By department investigators, after approval of a supervisor, who are participating in an official investigation such as a personnel complaint, administrative inquiry or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data and reviews and uses the data for any purpose relating to his/her employment

Pelican Rapids Police Department

Pelican Rapids PD Policy Manual

Mobile Video Recorders

- (h) By court personnel through proper process or with permission of the Chief of Police or the authorized designee
- (i) By the media through proper process or with an MGDPA request (Minn. Stat. § 13.01 et seq.)
- (j) To assess possible training value
- (k) Recordings may be shown for staff or public safety training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the staff to determine if the training value outweighs the officer's objection

Employees desiring to view any previously uploaded or archived MVR recording should submit a request in writing to the Chief of Police. Approved requests should be forwarded to the MVR technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any employee.

xxx.6 DOCUMENTING MVR USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the records copy of the citation indicating that the incident was recorded.

xxx.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage all recording media will be labeled and stored in a designated secure area. All recording media that is not booked in as evidence will be retained for a minimum of 180 days and disposed of in compliance with the established records retention schedule.

xxx7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police or the authorized designee. In the event an original recording is released to a court a copy shall be made and placed in storage until the original is returned.

xxx.7.2 MVR RECORDINGS AS EVIDENCE

Officers who reasonably believe that an MVR recording is likely to contain evidence relevant to a criminal offense, potential claim against the officer or against the Pelican Rapids Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

xxx.8 SYSTEM OPERATIONAL STANDARDS

- (a) MVR system vehicle installations should be based on officer safety requirements and vehicle and device manufacturer recommendations.

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Mobile Video Recorders

- (b) The MVR system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MVR system may not be configured to record audio data occurring prior to activation.
- (d) To prevent bleed-over and/or noise from other MVRs in systems using low band transmitters (analog) only the primary LEO initiating the contact shall activate his/her audio recorder.
- (e) LEOs using digital transmitters that are individually synchronized to their individual MVR shall activate both audio and video recordings when responding in a support capacity in order to obtain additional perspectives of the incident scene.
- (f) With the exception of law enforcement radios or other emergency equipment other electronic devices should not be used within the law enforcement vehicle in order to intentionally interfere with the capability of the MVR system to record audio data.
- (g) LEOs shall not erase, alter, reuse, modify or tamper with MVR recordings. Only a supervisor, MVR technician or other approved designee may erase and reissue previously recorded recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage original recordings shall not be viewed on any equipment other than the equipment issued or authorized by the MVR technician.

xxx.9 MVR TECHNICIAN RESPONSIBILITIES

The MVR technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected the MVR technician:
 - 1. Ensures it is stored in a secured location with authorized controlled access.
 - 2. Makes appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.
 - 2. In accordance with established records retention policies, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field.
 - 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the records retention schedule.

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Mobile Video Recorders

xxx.10 TRAINING

Users of the MVR systems and supervisors shall successfully complete an approved course of instruction prior to being deployed with MVR systems in operational settings.

Pelican Rapids Police

Replacement of squad radios

Motorola

NEED:	3
APEX 6500 encrypted radio	\$6,010.56

ea radio total:	\$6,010.56
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total weapon investment:	\$18,031.68
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Radios in squad are about 12-14 years old

When I became Chief I was informed by OTCSO that PRPD has radio issues. It was explained that atleast two of our mobile radios were having regular malfunctions. OTCSO reported that this is not a new issue to PRPD.

During first 2 mo I have noticed two of the squad radios going into MAINTENANCE MODE(which is the radio shutting off). I have spoken to OTCSO about ways to resolve the issue and really only two exist.

Replace radios or have a local vendor find non motorola parts to repair.

The repair option isn't even certain. Motorola no longer produces parts for these radios. They won't even look at them as they consider them end of life.

After consultation with OTCSO it is my recommendation to replace all three of the PRPD squad radios.

We should to plan to replace these radio in about 10 years on the capital plan.

Think of the radio as a little computer



QUOTE-2551168
APX 6500 (QTY 3)

Billing Address:
PELICAN RAPIDS, CITY OF
315 N BROADWAY
PELICAN RAPIDS, MN 56572
US

Quote Date:03/05/2024
Expiration Date:04/01/2024
Quote Created By:
Dan McCoy
danmccoy@
graniteelectronics.com

End Customer:
PELICAN RAPIDS, CITY OF
Todd Quaintance
prchief@loretel.net
218-863-7076

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	3	\$3,383.12	\$2,342.16	\$7,026.48
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	3	\$879.00	\$632.88	\$1,898.64
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	3	\$1,320.00	\$950.40	\$2,851.20
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	3	\$327.00	\$235.44	\$706.32
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	3	\$288.00	\$288.00	\$864.00
1e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$66.00	\$47.52	\$142.56
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	\$567.00	\$408.24	\$1,224.72
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	3	\$717.00	\$516.24	\$1,548.72



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2551168
APX 6500 (QTY 3)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	3	\$79.00	\$56.88	\$170.64
1k	W969BG	ENH: MULTIKEY OPERATION	3	\$363.00	\$261.36	\$784.08
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	3	\$47.00	\$33.84	\$101.52
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3	\$330.00	\$237.60	\$712.80

Grand Total **\$18,031.68(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MEMO

TO: PELICAN RAPIDS CITY COUNCIL, PELICAN RAPIDS CITY ADMINISTRATOR LANCE ROISUM

FROM: TODD C. QUAINANCE

DATE: 3/20/24

RE: Update on Hiring Process

The Pelican Rapids Police Department concluded the background of the candidate the council previously approved. The PRPD has decided to not continue moving forward with the hiring process of the candidate.

TCQ

PELICAN RAPIDS POLICE

Weapons Request

Glocks-

NEED:	2
Glock 45 MOS	\$556.00
Holosun Green Dot	\$275.00
StreamLight TLR1-HL	\$195.00

ea weapon total: \$1,026.00

total weapon investment: **\$2,052.00**

New Holsters-

NEED:	2
Alien gear Lever 3 re	\$165.00

holster total: **\$330.00**

REQUEST:	5
Alien gear Lever 3 re	\$165.00

holster total: **\$825.00**

Weapon Lights-

REQUEST:	5
StreamLight TLR1-HL	\$195.00

weapon light total: **\$975.00**

NEED:	\$2,382.00
Overall request:	\$4,182.00

§ xxx.01 PURPOSE AND INTENT.

(A) The provisions of M.S. Chapter 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operations, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this chapter as if set out in full. It is the intention of the City Council that all future amendments of M.S. Chapter 349 are hereby adopted by reference or referenced as if they had been in existence at the time this chapter was adopted.

(B) The purpose of this chapter is to regulate lawful gambling within the city, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

§ xxx.02 CITY MAY BE MORE RESTRICTIVE THAN STATE LAW.

The City Council is authorized by the provisions of M.S. § 349.213, as it may be amended from time to time, to impose, and has imposed in this chapter additional restrictions on gambling within its limits beyond those contained in M.S. Chapter 349, as it may be amended from time to time.

§ xxx.03 DEFINITIONS.

In addition to the definitions contained in M.S. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this chapter.

BOARD. The State Gambling Control Board.

CITY. The City Council.

LICENSED ORGANIZATION. An organization licensed by the Board.

LOCAL PERMIT. A permit issued by the city.

§ xxx.04 APPLICABILITY.

This chapter shall be construed to regulate all forms of lawful gambling within the city except:

(A) Bingo conducted within a nursing home, senior citizen housing project, senior citizen organization or church if: total prizes awarded at a single bingo occasion do not exceed \$200, no more than two bingo occasions are held each week, no compensation is paid for any person who conducts the bingo, and a manager is appointed to supervise the bingo;

(B) Raffles, if the value of all prizes awarded by the organization in a calendar year does not exceed \$1,500; and

(C) Raffles held by school districts and nonprofit organizations created primarily to support programs of the school district and allowed under M.S. Chapter 378 § 2, as it may be amended from time to time.

§ xxx.05 LAWFUL GAMBLING PERMITTED.

Lawful gambling is permitted within the city, provided it is conducted in accordance with M.S. §§ 609.75 through 609.763, inclusive, as they may be amended from time to time; M.S. §§ 349.11 through 349.23, inclusive, as they may be amended from time to time, and this chapter.

§ xxx.06 COUNCIL APPROVAL.

Lawful gambling authorized by M.S. §§ 349.11 through 349.23, inclusive, as they may be amended from time to time, shall not be conducted unless approved by the City Council, subject to the provisions of this chapter and state law.

Penalty, see § [xxx.99](#)

§ xxx.07 APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS.

(A) Any organization seeking to obtain a premises permit from the Board shall file with the City Clerk/Treasurer an executed, complete duplicate application together with all exhibits and documents accompanying the application as filed with the Board.

(B) Upon receipt of an application for issuance of a premises permit, the City Administrator shall transmit the application to the Chief of Police for review and recommendation.

(C) The Chief of Police shall investigate the matter and make a recommendation to the City Council as soon as possible, but in no event later than 45 days following receipt of the notification by the city.

(D) The City Council may impose an investigation fee, which organizations applying for a state-issued premises permit must pay. The fee, if imposed, shall be refunded if the application is withdrawn before the investigation commences.

(E) The applicant shall be notified of the date on which the City Council will consider the recommendation.

(F) The City Council shall receive the Police Chief's report and consider the application within 45 days of the date the application was submitted to the City Clerk/Treasurer.

(G) The City Council shall, by resolution, approve or disapprove the application within 60 days of receipt of the application.

(H) (1) The City Council shall deny an application for issuance of a premises permit for any of the following reasons:

(a) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three years;

(b) Violation by the on-sale establishment or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to operation of the establishment, including, but not limited to, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three years;

- (c) Failure of the applicant to pay the investigation fee, if one is imposed; and/or
- (d) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

(2) Otherwise, the City Council shall approve the application.

§ xxx.08 LICENSE AND PERMIT DISPLAY.

All permits issued under state law shall be prominently displayed during the permit year at the premises where gambling is conducted.

Penalty, see § xxx.

§ xxx.09 NOTIFICATION OF MATERIAL CHANGE TO APPLICATION.

An organization holding a state-issued premises permit shall notify the city within ten days in writing whenever any material change is made in the information submitted on the application.

Penalty, see § xxx.

§ xxx.10 CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY.

(A) Each organization licensed to conduct lawful gambling within the city pursuant to M.S. § 349.16, as it may be amended from time to time, shall contribute 10% of its net profits derived from lawful gambling, except bingo and raffles, in the city to a fund administered and regulated by the city without cost to the fund. The city shall disburse the funds for lawful purposes as defined by M.S. § 349.12, subd. 25, as it may be amended from time to time. For the purpose of this requirement, **NET PROFITS** are defined as gross profit less sums actually expended for allowable expenses as reported to the State Department of Revenue. Such contributions shall be made to the city within 30 days of the end of the organization's fiscal year.

(B) The city shall use such funds to assist in the operations of the City Police Department and the City Fire Department as deemed lawful by the state.

Penalty, see § xxx.

§ xxx.11 RECORDS AND REPORTING.

Organizations conducting lawful gambling shall file with the City Administrator one copy of all records and reports required to be filed with the Board, pursuant to M.S. Chapter 349, as it may be amended from time to time and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.

Penalty, see § xxx.

§ xxx.12 HOURS OF OPERATION.

Lawful gambling shall not be conducted between 1:00 a.m. and 8:00 a.m. on any day of the week.

Penalty, see § [xxx](#).

§ xxx.99 PENALTY.

Any person who violates any provision of this chapter; M.S. §§ 609.75 through 609.763, inclusive, as they may be amended from time to time; or M.S. §§ 349.11 through 349.21, as they may be amended from time to time, or any rules promulgated under those sections, as they may be amended from time to time, shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment for a term not to exceed 90 days or both, plus in either case, the costs of prosecution. In addition, violations shall be reported to the Board and recommendation shall be made for suspension, revocation, or cancellation of an organization's license.

RELEVANT LINKS:

[Application for Exempt Permit.](#)

[Minn. R. 7861.0340.](#)

[Minn. Stat. § 349.213 subd. 1.](#)
See Section VII – A - *Local permits*.

[Minn. Stat. § 349.213.](#)

See *Regulating Lawful Gambling*, LMC Model Ordinance.

[Minn. Stat. § 349.213.](#)

[Minn. Stat. § 349.166.](#)
See *Local Gambling Permit Application*, LMC Model Form.

[Approving a Lawful Gambling Premises Permit](#), LMC Model Resolution.

[Denying a Lawful Gambling Premises Permit](#), LMC Model Resolution.

[Minn. Stat. § 349.16, subd. 8.](#)

[Minn. Stat. § 349.213, subd. 1\(h\).](#)

- The organization pays a fee of \$100 and submits a Board-prescribed application in writing not less than 30 days before each lawful gambling occasion (the fee increases to \$150 if application is postmarked or received less than 30 days before the event). The application must include the date and location of the occasion, the types of lawful gambling to be conducted, and the prizes to be awarded.
- The organization complies with all of the Board's reporting requirements.

The application submitted to the Board must include local government approval. A currently-licensed organization may not obtain an exemption permit but may once it is no longer licensed to perform lawful gambling.

Cities may require organizations that conduct exempted lawful gambling to obtain local permits. The fee for a local permit may not exceed \$100.

VII. Local regulation

While cities may not require state-licensed lawful gambling organizations to obtain local gambling licenses or permits, state law does provide cities the authority to regulate lawful gambling. Cities may adopt gambling regulations that are more stringent than state law or prohibit lawful gambling altogether. A city could restrict the conduct of lawful gambling to certain hours or certain days of the week. A city could prohibit licensed organizations from employing non-members and limit the prizes to be awarded.

Cities are specifically authorized to:

- Require a local permit for the conduct of gambling exempt from state licensing requirements.
- Require organizations to make specific expenditures of up to 10 percent of the net profit from lawful gambling.
- Require organizations to contribute 10 percent of the net profit from lawful gambling to a fund administered by the city.
- Require an organization to expend all or a portion of its expenditures within the cities trade area.
- Charge an investigation fee or impose a gambling tax.

A more stringent regulation or prohibition must apply equally to all forms of gambling within the jurisdiction, with one exception: paddlewheels. A city may exclusively prohibit the use of paddlewheels within its jurisdiction.



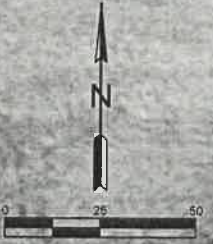
13

2ND AVE SE

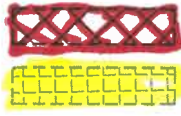
RAMIREZ, EFRAIN FRANCO
PID: 78000280031008

442 SE 2ND AVE
RAMIREZ, EFRAIN FRANCO
PID: 78000280031004

700 SE 2ND AVE
RAMIREZ, EFRAIN FRANCO
PID: 78000280031004



LEGEND



- TEMPORARY CONSTRUCTION
EASEMENT BOUNDARY (1,105 SF)
- PERMANENT EASEMENT
BOUNDARY (13,557 SF)
- PROPERTY BOUNDARY
- RIGHT-OF-WAY BOUNDARY



PELICAN RAPIDS

2ND AVE SE DRAINAGE IMPROVEMENTS
PELICAN RAPIDS, MN

PROPOSED EASEMENT MAP

Permanent Utility Easement Agreement

This Easement Agreement is made by and between Efrain Franco Ramirez, an individual, hereinafter called "Grantor" and the city of Pelican Rapids, Minnesota, by and through its City Council, hereinafter called "Grantee".

Whereas the Grantor is the owner of real estate located in Pelican Rapids, Minnesota and legally described in **Exhibit A**;

And, whereas, said real estate is subject to certain public utility, previously installed by Grantee, and Grantee needs an easement to maintain said utilities, including construction, maintenance, and/or repair;

And, whereas, the parties hereto have reached an agreement regarding the granting of a permanent utility easement by the Grantor to the Grantee, as described in **Exhibit B**, subject to certain terms and conditions, and wish to formalize that agreement herein for the benefit of the public.

Now therefore, the parties hereto do agree, for the benefit of the public, as follows:

1. That the Grantor hereby grants and conveys to the Grantee a permanent and perpetual utility easement over and across his land as described in **Exhibit B** for purposes of construction, maintenance, and/or repair;
2. That the Grantee does hereby accept the easement described herein subject to the terms and conditions thereof and agrees to abide by said terms and conditions.
3. Terms and Conditions:
 - a. The easement grants to the Grantee the right to construct, use, operate, repair and maintain, inspect, and clean such public utilities with right of ingress and egress thereto, provided that any construction or repair of the public utilities shall be in compliance with all state, local and federal ordinances, rules and regulations;
 - b. The cost to construct, repair, and maintain said utilities shall be solely that of the Grantee.

Efrain Franco Ramirez, Grantor:

Efrain Franco Ramirez

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by
Efrain Franco Ramirez, of Pelican Rapids, an individual, Grantor.

(Notary Stamp)

Notary Public

City of Pelican Rapids, Grantee:

Danielle Harthun, City Clerk/Treasurer

Brent E. Frazier, City Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by
Brent E. Frazier and Danielle Harthun, as representatives of the City of Pelican Rapids, Grantee.

(Notary Stamp)

Notary Public

Exhibit A

Northwest Quarter in Section 26, Township 136 North, Range 43 West of the Fifth Principal Meridian in Otter Tail County, Minnesota.

Permanent Utility Easement Agreement

This Easement Agreement is made by and between Efrain Franco Ramirez and Yuliana Esmeralda Franco, Husband and Wife, hereinafter called "Grantors" and the city of Pelican Rapids, Minnesota, by and through its City Council, hereinafter called "Grantee".

Whereas the Grantors are the owners of real estate located in Pelican Rapids, Minnesota and legally described in Exhibit A;

And, whereas, said real estate is subject to certain public utility, previously installed by Grantee, and Grantee needs an easement to maintain said utilities, including construction, maintenance, and/or repair;

And, whereas, the parties hereto have reached an agreement regarding the granting of a permanent utility easement by the Grantors to the Grantee, as described in Exhibit B, subject to certain terms and conditions, and wish to formalize that agreement herein for the benefit of the public.

Now therefore, the parties hereto do agree, for the benefit of the public, as follows:

1. That the Grantors hereby grant and convey to the Grantee a permanent and perpetual utility easement over and across their land as described in Exhibit B for purposes of construction, maintenance, and/or repair;
2. That the Grantee does hereby accept the easement described herein subject to the terms and conditions thereof and agrees to abide by said terms and conditions.
3. Terms and Conditions:
 - a. The easement grants to the Grantee the right to construct, use, operate, repair and maintain, inspect, and clean such public utilities with right of ingress and egress thereto, provided that any construction or repair of the public utilities shall be in compliance with all state, local and federal ordinances, rules and regulations;
 - b. The cost to construct, repair, and maintain said utilities shall be solely that of the Grantee.

Exhibit B

Easement description:

Commencing at an iron monument which designates the southwesterly corner of Lot 4, Block 4 in ANDERSON'S FIRST ADDITION TO THE CITY OF PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet on an assumed bearing along the southerly line of said Lot 4 and along the southerly line of Lot 5 in said Block 4 to an iron monument at the southeasterly corner of said Lot 5; thence South 00 degrees 00 minutes 00 seconds West 185.24 feet; thence South 90 degrees 00 minutes 00 seconds West 200.00 feet; thence North 00 degrees 00 minutes 00 seconds East 22.63 feet; thence North 88 degrees 42 minutes 57 seconds West 223.55 feet to the point of beginning; thence continuing North 88 degrees 42 minutes 57 seconds West 98.38 feet to the west line of said Section 26; thence South 00 degrees 08 minutes 04 seconds West 66.01 feet along the west line of said Section 26 to an iron monument at the northeasterly corner of Lot 26 in the plat of HOLEN'S ADDITION TO PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence South 88 degrees 42 minutes 57 seconds East 97.05 feet; thence North 01 degree 17 minutes 03 seconds East 66.00 feet to the point of beginning.

Efrain Franco Ramirez, Grantor:

Yuliana Esmeralda Franco, Grantor:

Efrain Franco Ramirez

Yuliana Esmeralda Franco

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Efrain Franco Ramirez and Yuliana Esmeralda Franco of Pelican Rapids, Husband and Wife, Grantors.

(Notary Stamp)

Notary Public

City of Pelican Rapids, Grantee:

Danielle Harthun, City Clerk/Treasurer

Brent E. Frazier, City Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Brent E. Frazier and Danielle Harthun, as representatives of the City of Pelican Rapids, Grantee.

(Notary Stamp)

Notary Public

Exhibit A

Northwest Quarter in Section 26, Township 136 North, Range 43 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, and that part of Lot 26, HOLEN'S ADDITION TO PELICAN RAPIDS.

Exhibit B

Easement description:

Commencing at an iron monument which designates the southwesterly corner of Lot 4, Block 4 in ANDERSON'S FIRST ADDITION TO THE CITY OF PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet on an assumed bearing along the southerly line of said Lot 4 and along the southerly line of Lot 5 in said Block 4 to an iron monument at the southeasterly corner of said Lot 5; thence South 00 degrees 00 minutes 00 seconds West 185.24 feet; thence South 90 degrees 00 minutes 00 seconds West 200.00 feet; thence North 00 degrees 00 minutes 00 seconds East 22.63 feet; thence North 88 degrees 42 minutes 57 seconds West 321.93 feet to the west line of said Section 26; thence South 00 degrees 08 minutes 04 seconds West 66.01 feet along the west line of said Section 26 to an iron monument at the northeasterly corner of said Lot 26; thence North 88 degrees 42 minutes 57 seconds West 2.69 feet along the northerly line of said Lot 26 to the point of beginning; thence South 20 degrees 34 minutes 53 seconds West 25.35 feet; thence South 00 degrees 29 minutes 52 seconds West 111.25 feet; thence South 89 degrees 32 minutes 56 seconds East 8.53 feet; thence South 45 degrees 07 minutes 41 seconds East 126.65 feet; thence South 24 degrees 15 minutes 09 seconds East 64.00 feet; thence South 43 degrees 30 minutes 23 seconds West 27.01 feet; thence North 24 degrees 15 minutes 09 seconds West 69.62 feet; thence North 45 degrees 07 minutes 41 seconds West 110.41 feet; thence North 89 degrees 51 minutes 45 seconds West 1.94 feet to the westerly line of the easterly 15.00 feet of said Lot 26 said westerly line is measured at a right angle to and is parallel with the east line of said Lot 26; thence North 00 degrees 08 minutes 04 seconds East 161.25 feet along said parallel line to the northerly line of said Lot 26; thence South 88 degrees 42 minutes 57 second East 12.31 feet along the northerly line of said Lot 26 to the point of beginning.

Permanent Utility Easement Agreement

This Easement Agreement is made by and between Pelican Pete Body Shop & Towing, Inc., a Minnesota corporation, hereinafter called "Grantor" and the city of Pelican Rapids, Minnesota, by and through its City Council, hereinafter called "Grantee".

Whereas the Grantor is the owner of real estate located in Pelican Rapids, Minnesota and legally described in **Exhibit A**;

And, whereas, said real estate is subject to certain public utility, previously installed by Grantee, and Grantee needs an easement to maintain said utilities, including construction, maintenance, and/or repair;

And, whereas, the parties hereto have reached an agreement regarding the granting of a permanent utility easement by the Grantor to the Grantee, as described in **Exhibit B**, subject to certain terms and conditions, and wish to formalize that agreement herein for the benefit of the public.

Now therefore, the parties hereto do agree, for the benefit of the public, as follows:

1. That the Grantor hereby grants and conveys to the Grantee a permanent and perpetual utility easement over and across its land as described in **Exhibit B** for purposes of construction, maintenance, and/or repair;
2. That the Grantee does hereby accept the easement described herein subject to the terms and conditions thereof and agrees to abide by said terms and conditions.
3. Terms and Conditions:
 - a. The easement grants to the Grantee the right to construct, use, operate, repair and maintain, inspect, and clean such public utilities with right of ingress and egress thereto, provided that any construction or repair of the public utilities shall be in compliance with all state, local and federal ordinances, rules and regulations;
 - b. The cost to construct, repair, and maintain said utilities shall be solely that of the Grantee.

Pelican Pete Body Shop & Towing, Inc., Grantor:

By: Ivan Franco Ramirez, President

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Ivan Franco Ramirez, President of Pelican Pete Body Shop & Towing, Inc., a Minnesota Corporation, Grantor.

(Notary Stamp)

Notary Public

City of Pelican Rapids, Grantee:

Danielle Harthun, City Clerk/Treasurer

Brent E. Frazier, City Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Brent E. Frazier and Danielle Harthun, as representatives of the City of Pelican Rapids, Grantee.

(Notary Stamp)

Notary Public

Exhibit A

Lot 26, HOLEN'S ADDITION TO PELICAN RAPIDS.

Exhibit B

Easement description:

Commencing at an iron monument which designates the southwesterly corner of Lot 4, Block 4 in ANDERSON'S FIRST ADDITION TO THE CITY OF PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet on an assumed bearing along the southerly line of said Lot 4 and along the southerly line of Lot 5 in said Block 4 to an iron monument at the southeasterly corner of said Lot 5; thence South 00 degrees 00 minutes 00 seconds West 185.24 feet; thence South 90 degrees 00 minutes 00 seconds West 200.00 feet; thence North 00 degrees 00 minutes 00 seconds East 22.63 feet; thence North 88 degrees 42 minutes 57 seconds West 321.93 feet to the west line of said Section 26; thence South 00 degrees 08 minutes 04 seconds West 66.01 feet along the west line of said Section 26 to an iron monument at the northeasterly corner of said Lot 26; thence North 88 degrees 42 minutes 57 seconds West 15.00 feet along the northerly line of said Lot 26 to the westerly line of the easterly 15.00 feet of said Lot 26, said westerly line is measured at a right angle to and is parallel with the easterly line of said Lot 26, said point is also the point of beginning; thence continuing North 88 degrees 42 minutes 57 seconds West 7.22 feet along the northerly line of said Lot 26; thence South 20 degrees 34 minutes 53 seconds West 14.67 feet; thence South 00 degrees 27 minutes 37 seconds West 8.20 feet; thence South 89 degrees 20 minutes 17 seconds East 2.22 feet; thence South 00 degrees 33 minutes 15 seconds West 13.68 feet; thence South 89 degrees 29 minutes 40 seconds East 1.95 feet; thence South 00 degrees 35 minutes 47 seconds West 70.93 feet; thence North 89 degrees 09 minutes 29 seconds West 2.00 feet; thence South 00 degrees 35 minutes 47 seconds West 54.84 feet; thence South 89 degrees 51 minutes 45 seconds East 11.34 feet to said parallel line; thence North 00 degrees 08 minutes 04 seconds East 161.25 feet along said parallel line to the point of beginning.

Temporary Utility and Construction Easement Agreement

This Easement Agreement is made by and between Efrain Franco Ramirez and Yuliana Esmeralda Franco, Husband and Wife, hereinafter called “Grantors” and the city of Pelican Rapids, Minnesota, by and through its City Council, hereinafter called “Grantee”.

Whereas the Grantors are the owners of real estate located in Pelican Rapids, Minnesota and legally described in **Exhibit A**;

And, whereas, said real estate will be subject to certain public utility installation/construction by Grantee, and Grantee needs a temporary easement for purposes of construction, maintenance, and/or repair of public utilities;

And, whereas, the parties hereto have reached an agreement regarding the granting of a temporary utility and construction easement by the Grantors to the Grantee, as described in **Exhibit B**, subject to certain terms and conditions, and wish to formalize that agreement herein for the benefit of the public.

Now therefore, the parties hereto do agree, for the benefit of the public, as follows:

1. That the Grantors hereby grant and convey to the Grantee a temporary utility and construction easement over and across their land as described in **Exhibit B** for purposes of construction, maintenance, and/or repair;
2. That the Grantee does hereby accept the easement described herein subject to the terms and conditions thereof and agrees to abide by said terms and conditions.
3. Terms and Conditions:
 - a. The easement grants to the Grantee the right to construct, use, operate, repair and maintain, inspect, and clean such public utilities with right of ingress and egress thereto, provided that any construction or repair of the public utilities shall be in compliance with all state, local and federal ordinances, rules and regulations;
 - b. The cost to construct, repair, and maintain said utilities shall be solely that of the Grantee.
4. The Parties agree that this temporary easement will expire on December 31, 2024.

Efrain Franco Ramirez, Grantor:

Yuliana Esmeralda Franco, Grantor:

Efrain Franco Ramirez

Yuliana Esmeralda Franco

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this ____ day of March, 2024, by Efrain Franco Ramirez and Yuliana Esmeralda Franco of Pelican Rapids, Husband and Wife, Grantors.

(Notary Stamp)

Notary Public

City of Pelican Rapids, Grantee:

Danielle Harthun, City Clerk/Treasurer

Brent E. Frazier, City Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this ____ day of March, 2024, by Brent E. Frazier and Danielle Harthun, as representatives of the City of Pelican Rapids, Grantee.

(Notary Stamp)

Notary Public

Exhibit A

Northwest Quarter in Section 26, Township 136 North, Range 43 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, and that part of Lot 26, HOLEN'S ADDITION TO PELICAN RAPIDS.

Exhibit B

Easement description:

Commencing at an iron monument which designates the southwesterly corner of Lot 4, Block 4 in ANDERSON'S FIRST ADDITION TO THE CITY OF PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet on an assumed bearing along the southerly line of said Lot 4 and along the southerly line of Lot 5 in said Block 4 to an iron monument at the southeasterly corner of said Lot 5; thence South 00 degrees 00 minutes 00 seconds West 185.24 feet; thence South 90 degrees 00 minutes 00 seconds West 200.00 feet; thence North 00 degrees 00 minutes 00 seconds East 22.63 feet; thence North 88 degrees 42 minutes 57 seconds West 321.93 feet to the west line of said Section 26; thence South 00 degrees 08 minutes 04 seconds West 66.01 feet along the west line of said Section 26 to an iron monument at the northeasterly corner of said Lot 26; thence South 88 degrees 42 minutes 57 seconds East 7.15 feet to the point of beginning; thence North 88 degrees 42 minutes 57 seconds West 7.15 feet to an iron monument at the northeasterly corner of said Lot 26; thence continuing North 88 degrees 42 minutes 57 seconds West 2.69 feet along the northerly line of said Lot 26; thence South 20 degrees 34 minutes 53 seconds West 25.35 feet; thence South 88 degrees 38 minutes 16 seconds East 18.22 feet; thence North 01 degree 17 minutes 29 seconds East 23.95 feet to the point of beginning.

Temporary Utility and Construction Easement Agreement

This Easement Agreement is made by and between Pelican Pete Body Shop & Towing, Inc., a Minnesota corporation, hereinafter called "Grantor" and the city of Pelican Rapids, Minnesota, by and through its City Council, hereinafter called "Grantee".

Whereas the Grantor is the owner of real estate located in Pelican Rapids, Minnesota and legally described in **Exhibit A**;

And, whereas, said real estate will be subject to certain public utility installation/construction by Grantee, and Grantee needs a temporary easement for purposes of construction, maintenance, and/or repair of public utilities;

And, whereas, the parties hereto have reached an agreement regarding the granting of a temporary utility and construction easement by the Grantor to the Grantee, as described in **Exhibit B**, subject to certain terms and conditions, and wish to formalize that agreement herein for the benefit of the public.

Now therefore, the parties hereto do agree, for the benefit of the public, as follows:

1. That the Grantor hereby grants and conveys to the Grantee a temporary utility and construction easement over and across its land as described in **Exhibit B** for purposes of construction, maintenance, and/or repair;
2. That the Grantee does hereby accept the easement described herein subject to the terms and conditions thereof and agrees to abide by said terms and conditions.
3. Terms and Conditions:
 - a. The easement grants to the Grantee the right to construct, use, operate, repair and maintain, inspect, and clean such public utilities with right of ingress and egress thereto, provided that any construction or repair of the public utilities shall be in compliance with all state, local and federal ordinances, rules and regulations;
 - b. The cost to construct, repair, and maintain said utilities shall be solely that of the Grantee.
4. The Parties agree that this temporary easement will expire on December 31, 2024.

Pelican Pete Body Shop & Towing, Inc., Grantor:

By: Ivan Franco Ramirez, President

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Ivan Franco Ramirez, President of Pelican Pete Body Shop & Towing, Inc., a Minnesota Corporation, Grantor.

(Notary Stamp)

Notary Public

City of Pelican Rapids, Grantee:

Danielle Harthun, City Clerk/Treasurer

Brent E. Frazier, City Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this _____ day of March, 2024, by Brent E. Frazier and Danielle Harthun, as representatives of the City of Pelican Rapids, Grantee.

(Notary Stamp)

Notary Public

Exhibit A

Lot 26, HOLEN'S ADDITION TO PELICAN RAPIDS.

Exhibit B

Easement description:

Commencing at an iron monument which designates the southwesterly corner of Lot 4, Block 4 in ANDERSON'S FIRST ADDITION TO THE CITY OF PELICAN RAPIDS, said plat is on file and of record in the office of the Recorder in said County; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet on an assumed bearing along the southerly line of said Lot 4 and along the southerly line of Lot 5 in said Block 4 to an iron monument at the southeasterly corner of said Lot 5; thence South 00 degrees 00 minutes 00 seconds West 185.24 feet; thence South 90 degrees 00 minutes 00 seconds West 200.00 feet; thence North 00 degrees 00 minutes 00 seconds East 22.63 feet; thence North 88 degrees 42 minutes 57 seconds West 321.93 feet to the west line of said Section 26; thence South 00 degrees 08 minutes 04 seconds West 66.01 feet along the west line of said Section 26 to an iron monument at the northeasterly corner of said Lot 26; thence North 88 degrees 42 minutes 57 seconds West 15.00 feet along the northerly line of said Lot 26 to the westerly line of the easterly 15.00 feet of said Lot 26, said westerly line is measured at a right angle to and is parallel with the easterly line of said Lot 26; thence continuing North 88 degrees 42 minutes 57 seconds West 7.22 feet along the northerly line of said Lot 26 to the point of beginning; thence South 20 degrees 34 minutes 53 seconds West 14.67 feet to a point to hereinafter referred to as Point A; thence North 01 degree 09 minutes 34 seconds East 13.84 feet to the northerly line of said Lot 26; thence South 88 degrees 42 minutes 57 seconds East 4.88 feet along the northerly line of said Lot 26 to the point of beginning.

AND

That part of said Lot 26 described as follows:

Commencing at the aforementioned Point A; thence South 00 degrees 27 minutes 37 seconds West 8.20 feet; thence South 89 degrees 20 minutes 17 seconds East 2.22 feet; thence South 00 degrees 33 minutes 15 seconds West 13.68 feet; thence South 89 degrees 29 minutes 40 seconds East 1.95 feet; thence South 00 degrees 35 minutes 47 seconds West 70.93 feet; thence North 89 degrees 09 minutes 29 seconds West 2.00 feet to the point of beginning; thence South 00 degrees 35 minutes 47 seconds West 54.84 feet; thence North 89 degrees 51 minutes 45 seconds West 12.70 feet; thence North 00 degrees 08 minutes 15 seconds East 39.32 feet; thence South 89 degrees 51 minutes 45 seconds East 0.48 of a foot; thence North 00 degrees 27 minutes 22 seconds East 15.67 feet; thence South 89 degrees 09 minutes 29 seconds East 12.57 feet to the point of beginning.

Sid Fossan
Dba, Stonehenge Enterprises
611 Beech Avenue East
Fergus Falls, MN 56537

Yellow = Modified

Red = Deleted

Rental Inspection Services Agreement

This "Agreement" is entered into on **March 31, 2024** ("Effective Date") between Sid Fossan, 611 Beech Avenue East, Fergus Falls, MN 56537 dba Stonehenge Enterprises, ("Stonehenge Enterprises" a sole proprietorship), and the City of Pelican Rapids, P.O. Box 350, Pelican Rapids, Minnesota, 56572 (the "City").

For good and valuable consideration, the parties agree as follows:

1. **Service.** The City agrees to purchase from Stonehenge Enterprises, and Stonehenge Enterprises agrees to perform on behalf of the City of Pelican Rapids, the following "Services": Certified Building Official services to support the rental registration and inspection program.
2. **Stonehenge Enterprise's Responsibilities:**
In furtherance of performing the Services, and in addition to any other obligations described herein, Stonehenge Enterprises shall: Authorize and direct the provision of these Services to the City; Assign a Minnesota-certified Building Official to provide the Services as agreed between Stonehenge Enterprises and the City. **from April 1, 2022 through March 31, 2023.** The Building Official will perform rental inspections using the City's inspection checklist.
3. **City's Responsibilities:**
The City will provide all administrative functions and maintain responsibility for the rental inspection program. This includes all administrative duties including but not limited to scheduling, preparing reports, filing, collecting and distributing payments, reporting to the state, county and city and maintaining all required records. The City will provide Stonehenge Enterprises monthly payments according to the work performed per month or invoiced.
4. **Payment:**

Fees for Services provided by Stonehenge Enterprises in addition to those falling within the scope of Service shall be paid according to Stonehenge Enterprises standard fees. The standard fee (From **September 1st, 2022** through December 15th, **2022, and are** for new registrations regardless of the time of year they register) for a unit will be **\$45.00** per unit for the initial inspection. If a re-inspection is required and additional \$25.00 per unit will be added. "No-Shows" will be charged a unit rate of **\$45.00** per unit regardless if the inspection is an initial inspection or a re-inspection. Rental Inspections that occur between January 1st, **2023** and January 31st, **2023** (still considered as standard fees) will be at the rate of \$60.00 per unit for the initial inspection and \$40.00 per unit for a re-inspection. . "No-Shows" will be charged a unit rate of \$60.00 per unit regardless if the inspection is an initial inspection or a re-inspection. Rental Inspections that occur between February 1st, **2023** and March 31st, **2023** (still considered as standard fees) will be at the rate of \$80.00 per unit for the initial inspection and \$50.00 per unit for a re-inspection. . "No-Shows" will be charged a unit rate of \$80.00 per unit regardless if the inspection is an initial inspection or a re-inspection. Fees not covered by this Agreement will be billed separately. The minimum non-standard fee for an additional service is \$150.00 per hour plus travel time and expenses (may include a minimum amount, but not a maximum amount) and is subject to change dependent upon the type and scope of work. Stonehenge Enterprises will obtain approval from the City before initiating additional non-standard billable services. Invoices submitted to the City shall be paid within fifteen (15) days of the invoice date.
5. **Term.** The Service under this Agreement will begin **March 31, 2024** and will automatically renew each January 1st unless either party provides written notice of their desire to terminate the contract a minimum of 120 days prior to the termination of services.
6. **Law Governing.** This Agreement shall be governed by the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota and the County of Ottertail.

7. Insurance. The City agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver of any statutory limitations, exclusions or exceptions on liability.

8. Risk Management Arrangements. It is recognized that Stonehenge Enterprises is a private company providing the Service as a function which otherwise would be provided by City employees. The parties recognize that Stonehenge's liability for claims relating to the Service should be limited to any insurance coverage an in any event to an amount not exceeding certain Service payments made, within the limits of this Section. The following arrangements are in furtherance of the foregoing.

a. Indemnity. The City agrees to indemnify and hold Stonehenge Enterprises or its employees, agents or representative harmless from all claims, demands or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the City's operations, unless such claims, demand liability, attorney's fees, and related expenses are related to, or in connection with any negligent or criminal acts of Stonehenge Enterprises and/or its agents, representatives, employees, or any other party or entity action under the direction of Stonehenge Enterprises.

Stonehenge Enterprises agrees to provide Liability Insurance Coverage a minimum of \$1,000,000 per occurrence and a maximum of \$2,000,000 annual aggregate.

The provisions of this Section shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory and shall apply to all matters, whether claimed by or through the City or by or through third parties, including employees, governmental or regulatory agencies and shall survive the termination of this Agreement. The provisions of this Section will not apply to intentional misconduct of Stonehenge Enterprises or its employees, agents or representative.

9. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.

10. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both Stonehenge Enterprises and the City, and attached hereto.

11. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforcement of the remainder of this Agreement.

12. Government Data/Privacy. Stonehenge Enterprises agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Stonehenge Enterprises understands that all of the data created, collected, received, stored, used, maintained or disseminated by Stonehenge Enterprises in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Stonehenge Enterprises must comply with those requirements as if it were a government entity. This does not create a duty on the part of Stonehenge Enterprises to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this ____ day of _____, 20____

City of Pelican Rapids

Stonehenge Enterprises

By: _____
City Administrator

By: _____
Owner of Stonehenge Enterprises

Date: _____

Date: _____