



PELICAN RAPIDS

CITY COUNCIL AGENDA

August 23, 2024

Tuesday, August 27, 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 – July 30, 2024
 - b) Approval of Accounts Payable Listings
 - c) Certify Unpaid Utility Bills to Property Taxes
 - Parcel: 76000220013006
Amount Due: \$153.77
 - Parcel: 76000990137000
Amount Due: 88.53
 - d) Staff Reports
 1. Utility Report – June 2024 (In Packet)
 2. Police Report (In Packet)
 3. Liquor Store Report (In Packet)
 - e) MN Legislator of Distinction
5. Highway 59 & 108 Construction Update – MnDOT – Russ Floberg & Emma Olson
6. Otter Express – Kayla Sullivan
7. Bridge Center Request Discussion – Jordan Grossman
8. Fire Department Budget (In Packet) – Shad Hanson
9. Street & Parks Report – Brian Olson
 1. Sherin Park Bathhouse
 2. Handicap Parking
10. Pelican Valley Health Center Temporary Easement Request
11. Highway 59, Pederson Underpass
12. Library Report (In Packet)
13. Resolution 2024-11: Resolution Granting and Conveying and Quitclaiming Real Property (In Packet)

14. Wetland Delineation
 1. Ridgecrest Drive Lots
 2. SW Lots
 3. Sherin Park
15. Administrator Report
16. Mayor Report
17. Adjourn

July 30, 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, July 30, 2024 in Council Chambers, City Hall. Clerk-Treasurer Harthun conducted a roll call verifying the presence of Council members Steve Strand, Kevin Ballard, Steve Foster and Mayor Brent E. Frazier. Council Member was attending via Zoom to listen in.

Staff present: Administrator Lance Roisum, Clerk-Treasurer Danielle Harthun, Chief Todd Quaintance, Jordan Grossman, Attorney Lindsay Forsgren.

General Attendance: Jon Perlich via Zoom, Gerry Henry, Meg English, and Kim Pederson from the Pelican Press were present.

Welcoming Remarks

Mayor Frazier welcomed everyone to the meeting, including those attending via Zoom. He reminded attendees of the meetings being broadcasted on the Pelican Rapids YouTube channel and channel 14.

Announcements

Mayor Frazier announced upcoming events and meetings.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Citizen's Comments

No citizens came forward for comments at the designated time.

Additions / Deletions to Agenda

Add Hammers Construction Pay Request No. 13 and Hammers Construction Change Request No. 12. Delete 4c1 Utility Report.

The following motion was made to approve these changes:

"Motion to approve the combination of the agenda modification was made by Ballard and seconded by Foster. All members voted in favor, carrying the motion."

Approval of Consent Agenda

The consent agenda was proposed for approval, including minutes from the council meeting on July 9, 2024, the approval of accounts payable listings, city office candidate filings open from July 30 to August 13, and Household Hazardous Waste Day scheduled for August 7, 2024.

"Motion to approve the consent agenda was made by Foster and seconded by Strand. All members voted in favor, carrying the motion."

Gerald C. Henry Request

John Perlich: Addressed the council regarding an easement issue at 1 Industrial Park Drive on behalf of Gerry Henry. They claim there was an agreement put in place with the city over 30 years ago granting Henry an easement to use 1 Industrial Park Drive to access 9 Industrial Park Drive but there has been nothing in writing found. They requested either the rescindment of the land sale to Mr. Torres or the creation of an easement for Gerald Henry by the city.

Lindsay Forsgren: Provided legal context and concluded that the City Council could neither rescind the sale nor enforce an easement, advising the matter be settled between property owners through

July 30, 2024 Council Meeting Minutes

legal channels. She stressed that the discussion was a legal matter and did not require Council intervention.

Council Decision: The council took no action on the matter.

EDA Update

Yard/Exterior Improvement of the Week

An initiative to encourage residents to beautify their yards was proposed, with a weekly winner receiving a \$25 gift card.

"Motion to approve the yard/exterior improvement initiative was made by Strand and seconded by Ballard. All members voted in favor, carrying the motion."

Bridge Center Request

A request for \$33,000 from city funds, designated for a community center, was discussed for the Bridge Center project. The decision was postponed until the August meeting.

"Motion to postpone the decision was made by Foster and seconded by Strand. All members voted in favor, carrying the motion."

SW City Residential Lots

The Council was briefed on the potential to develop city-owned lots into residential properties after retaining necessary stormwater retention areas.

"Motion to approve beginning the reconveyance process for the lots and request estimates was made by Foster and seconded by Ballard. All members voted in favor, carrying the motion."

EDA Officer Appointment

Alex Ohman from Faith Church expressed interest in joining the EDA board.

"Motion to approve the appointment of Alex Ohman was made and seconded. All members voted in favor, carrying the motion."

Police Chief Job Description Revision

The job description for the Police Chief was updated to include the role of Emergency Manager.

"Motion to approve the updated job description was made by Ballard and seconded by Foster. All members voted in favor, carrying the motion."

Police Personnel

New Hire

A conditional offer was extended for a new police officer, pending standard background checks and physicals.

"Motion to approve the conditional offer for the new hire was made by Strand and seconded by Foster. All members voted in favor, carrying the motion."

Sergeant

Officer Iverson was promoted to Sergeant, following posted notices and interviews.

"Motion to approve the promotion was made by Strand and seconded by Foster. All members voted in favor, carrying the motion."

Appoint Budget Committee

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Councilman Foster and Mayor Frazier volunteered to serve on the budget committee.

"Motion to appoint Foster and Frazier to the budget committee was made by Strand and seconded by Ballard. All members voted in favor, carrying the motion."

Houston Pay Request No.1 for DNR 1st Street River Rock Project

A pay request for Houston Engineering for the DNR 1st Street River Rock Project was discussed for payment.

"Motion to approve the pay request of \$2,799.29 was made by Ballard and seconded by Foster. All members voted in favor, carrying the motion."

LCSC Technology Services Agreement

An agreement for technology services with Lakes Country Service Cooperative for \$1,800 was proposed.

"Motion to approve the agreement with LCSC was made by Strand and seconded by Foster. All members voted in favor, carrying the motion."

MnDOT Aeronautics Grant

Two grants from MnDOT Aeronautics were discussed:

To install a credit card reader for the fuel system project at the Airport.

"Motion to approve pursuing the fuel system upgrade was made by Strand and seconded by Foster. All members voted in favor, carrying the motion."

The A/D Building interior and exterior project updates.

"Motion to approve the arrival-departure building improvements was made by Foster and seconded by Ballard. All members voted in favor, carrying the motion."

Midwest Regional Dam Safety Award

It was announced that the city received the Midwest Regional Dam Safety Award for the dam removal project. No action required.

Wastewater Treatment Agreement between WCT and City of Pelican Rapids

An agreement with West Central Turkeys was discussed to delegate responsibility for wastewater treatment as related to PFA loans. If the agreement is signed, interest on the bond will be saved.

"Motion to approve the agreement was made by Strand and seconded by Ballard. All members voted in favor, carrying the motion."

PRAC Pay Request No. 13 for Hammers Construction - \$222,654.33

The city council reviewed and approved the pay request for Hammers Construction for work completed on the Pelican Rapids Aquatic Center.

"Motion to approve to pay request No. 13 for Hammers Construction was made by Strand and seconded by Foster. All members voted in favor, carrying the motion. "

PRAC Change Request No. 12 for Hammers Construction - \$4,093.76

The city council reviewed and approved the change request for Hammers Construction.

"Motion to approve the change request No. 12 for Hammers Construction was made by Foster and seconded by Ballard. All members voted in favor, carrying the motion. "

July 30, 2024 Council Meeting Minutes

Administrator Report

Administrator Roisum reported that since the last meeting he has: worked with the Clerk and Mayor to set the agenda and prepped for the council meeting, attended the Hwy 59/108 construction, meetings and open houses, attended an EDC and an EDA meeting, met with West Central Initiative representatives about the possibilities of solar panels on city buildings, met with MCMA members for our monthly connect meeting, continued to work with the PFA to finalize funding for the Hwy 59/108 project, completed the Police Chief 6-month performance evaluation, completed job interviews for the open Police Officer position and the open Sergeant position with the Police Chief, met weekly with the Library Director and started addressing some of the issues brought up at the Library Board meeting, contacted the League of Minnesota Cities Collaboration Services for help with Library issues, met with Apex Engineers multiple times for multiple different projects, attended the Pinewood Estates preconstruction meeting, met with Jennie-O representatives about the Wastewater Treatment Agreement the PFA would like in place, attended a Planning Commission meeting because the Planning Commission will begin working on an ordinance to address the issue of commercial buildings being used for storage, met with Mentor Group.

Mayor Report

Mayor Frazier reported that since the last city council meeting he has; submitted weekly columns to the Pelican Press, visited with businesses and non-profits, attended the 2024-2025 Complete Streets meetings at city hall on July 10, 17 and 24, facilitated the 2024-2025 Complete Streets public meetings at the library on July 10, 17 and 24 entered a vehicle in the Pelican Fest Parade on July 13, attended the Pelican Rapids Housing Steering Committee Meeting at city hall on July 15, attended the EDA Meeting on July 18 at city hall, attended a West Central Initiative Solar Meeting by Zoom at city hall on July 19 with Administrator Roisum, attended the Pinewood Estates Pre-Construction Meeting at city hall on July 19, attended the Ultra-Light Aircraft event at the Airport on July 20, met with Administrator Roisum and Eric Christ and Robert Gray of West Central Turkey's, Inc. on July 24 regarding the wastewater treatment agreement between West Central Turkey's and the City of Pelican Rapids, conducted a Conversations with the Mayor at the public library on July 26 and met with Administrator Roisum on July 27 to plan the agenda for this meeting.

Adjourn

"Motion to adjourn was made by Strand and seconded by Ballard at 5:46 pm. All members voted in favor. The meeting adjourned."



Danielle Harthun
Clerk-Treasurer

CITY OF PELICAN RAPIDS

Bill Listing CITY 082724

Vendor Name	Comments	Amount
ARVIG	ALL; COMMUNICATIONS	\$1,145.24
BELL BANK CREDIT CARD	ALL; OFFICE SUPPLIES	\$570.16
COOPERS TECHNOLOGY GROUP, INC	ALL; OFFICE SUPPLY	\$276.28
DAKOTA BUSINESS SOLUTIONS	WTR; STR; SWR; PD; POSTAGE TAPE	\$50.00
EGGE CONSTRUCTION INC	STR; GRAVEL STREETS	\$7,792.92
GPNG	ALL; UTILITIES	\$425.33
GREAT PLAINS FIRE	FD; TURNOUT GEAR	\$6,548.00
GROVE LAKE ELECTRIC LLC	CH; REPLACE PHOTO	\$520.08
HAWKINS, INC	WTP; WATER PLANT CHEMICALS	\$40.00
HILLBILLY LASER	PK; MEMORIAL TREE PLAQUES	\$935.00
KREKELBERG LAW FIRM	PD; PROSECUTING FEES	\$855.00
KREKELBERG LAW FIRM CITY	CH; HWY 59/108 WCT AGREEMENT	\$935.00
LAKES COUNTRY SERVICE CO-OP	HCH; ASBESTOS ANALYSIS	\$203.76
MED COMPASS	FD; PHYSICALS	\$3,650.00
MN DEPT OF HEALTH	WTR; QRTLY CONNECTION FEE	\$1,861.50
MOTOROLA SOLUTIONS, INC.	PD; SQUAD RADIO	\$18,031.68
OTTER TAIL FIRE CHIEFS ASSOC	FD; 2024 DUES	\$50.00
PELICAN RAPIDS POWERSPORTS	FD; REPAIR CREW CAB	\$263.73
PEOPLESERVICE, INC	WWTF; MONTHLY SERVICE	\$23,355.00
RIVERVIEW PLACE	PK; MEMORIAL TREES	\$1,700.00
SMART SIGHTS	WTR; SCADA ANNUAL SUB	\$1,450.00
TASC	ALL; COBRA ADMIN FEE	\$19.32
TEAM LABORATORY CHEMICAL	LAG; SHOP SUPPLIES	\$2,389.75
VERIZON WIRELESS	ALL; COMMUNICATION - JET PACKS	\$120.03
VESTIS	STR; PK; LINEN SERVICE	\$132.64

TOTAL: \$73,320.42

CITY OF PELICAN RAPIDS

CITY Bill Listing 08/13/24

Vendor Name	Comments	Amount
APEX ENGINEERING GROUP	STR; IMPROVEMENT PROJECTS	\$72,357.92
ARCO	ALL; FUEL	\$1,310.75
ARNTSON CONSTRUCTION LLC	AIR; BLADE AIRPORT ROAD	\$175.00
ASPIRE INSURANCE AGENCY	AIR; INSURANCE	\$2,084.00
BELL BANK CREDIT CARD	ALL; POSTAGE - MAIL	\$36.71
BIG JOHNS PELICAN PIZZA	ALL; HAZ WASTE DAY	\$103.96
BRAUN INTERTEC CORPORATION	STR; SOIL SAMPLES	\$3,826.00
CITY OF PELICAN RAPIDS	FD; FIRE CALL SHERIN PARK	\$500.00
CLIMATE MAKERS INC.	CH; MAINTENANCE ON RTU'S	\$415.00
COMPRESSOR WORLD	WWTF; AIR DRYER	\$2,461.13
CULLIGAN OF DETROIT LAKES	ALL; WATER	\$32.75
DEPARTMENT OF EMPLOYMENT & ECO	ALL; UNEMPLOYMENT	\$157.23
DESIGN INTENT ARCHITECTS	PRAC CONSTRUCTION	\$7,775.00
EGGE CONSTRUCTION INC	STR; GRAVEL CITY STREETS	\$2,466.49
FARMERS ELEVATOR COMPANY	PK; GRASS SEED SHERIN PK	\$232.50
FIRE CATT, LLC	FD; HOSE TESTING	\$2,330.00
GALLS	PD; UNIFORMS	\$381.23
GOPHER STATE ONE CALL	WTR; SWR; LOCATES	\$110.70
HAWKINS, INC	WWTF; WTP; CHEMICALS	\$6,849.87
LAKELAND GEN STORE	PK; JACK HAMMER RENTAL	\$95.00
LARRYS SUPER MARKET	ALL; HOUSEHOLD HAZ WASTE DAY	\$64.97
LREC	SIGN; AIR; UTILITIES	\$120.33
MARCO	ALL; COPIES/PRINTING	\$335.16
MIDWEST RADIO OF FM	EDA; MARKETING	\$1,035.00
MODERN SPORTSMAN	PD; GUN GLOCK 45	\$434.00
MOENKEDICKS WINDOW WIZARD	ALL; WINDOW CLEANING	\$123.00
NAPA	FD; REPAIR AND MAINTENANCE	\$48.22
NELSON ELECTRIC MOTOR REPAIR	WWTF; PUMP PARTS	\$7,327.18
NETWORK CENTER, INC	ALL; COMP SERVICE	\$117.00
OTTER TAIL LAKES COUNTRY ASSN	EDA 2024 MEMBERSHIP	\$5,000.00
OTTERTAIL POWER	ALL; UTILITIES	\$16,911.07
PARK REGION CO OP	ALL; FUEL	\$1,180.57
PELICAN RAPIDS PRESS	ALL; VICTIM SERVICES CARDS	\$3,092.70
POWERPLAN RDO	PK; PARTS	\$507.37
QUADIENT	ALL; COPIES/PRINTING	\$1,512.57
RIVERVIEW PLACE	PK; PLANTS FOR HCH	\$354.00
SOURCE ONE GROUP, INC	SWR; LEACHATE MANAGEMENT	\$1,077.30
SOUTHTOWN	ALL; FUEL	\$1,413.42
STRAND HARDWARE	ALL; SUPPLIES - TAPE	\$307.64
STREICHERS	PD; TRAINING	\$584.00
TEAM LABORATORY CHEMICAL	LAG; MEGA BUGS	\$2,275.00
UNIQUE OPPORTUNITIES, LLC.	TIF PAYMENT	\$18,346.40
VERIZON WIRELESS	ALL; COMMUNICATIONS	\$472.31
VESTIS	STR;PK; LINEN SERVICE	\$132.64

AMOUNT: \$166,473.09

CITY OF PELICAN RAPIDS
LIQUOR STORE Bill Listing – 082724

Vendor Name	Comments	Amount
ABSOLUTE ICE	ICE	\$503.80
ARVIG	COMMUNICATION	\$186.55
BELLBOY CORPORATION	LIQUOR	\$3,865.05
BERGSETH BROS. CO. INC	BEER	\$9,897.97
BEVERAGE WHOLESALERS, INC	LIQUOR	\$6,893.37
DS BEVERAGES, INC	BEER	\$3,314.13
GPNG	UTILITIES	\$24.70
JOHNSON BROTHERS LIQUOR CO	WINE/LIQUOR	\$4,634.13
LIQUOR STORE	ADVERTISING	\$390.00
PHILLIPS WINE & SPIRITS	LIQUOR/WINE	\$2,146.12
SOUTHERN GLAZERS	LIQUOR	\$5,589.02
VIKING COCA-COLA BOTTLING CO	POP	\$337.60
		TOTAL: \$37,782.44

CITY OF PELICAN RAPIDS

LIQUOR STORE BILL LISTING 08/13/24

Vendor Name	Comments	Amount
ABSOLUTE ICE	ICE	\$872.70
ARTISAN BEER COMPANY	BEER/THC	\$1,517.29
BERGSETH BROS. CO. INC	BEER/THC	\$25,027.63
BEVERAGE WHOLESALERS, INC	BEER/LIQUOR	\$10,439.59
BREAKTHRU BEVERAGE	LIQUOR	\$7,949.15
DACOTAH PAPER CO	BAGS	\$76.30
DS BEVERAGES, INC	BEER	\$8,984.40
EMERALD ELEMENTS	THC	\$900.00
JOHNSON BROTHERS LIQUOR CO	LIQUOR/WINE	\$13,554.22
MCKINNON CO. INC	POP/MIX	\$84.00
MIDWEST RADIO OF FM	MARKETING/AVERTISEMENTS	\$835.00
OTTER TAIL LAKES COUNTRY ASSN	MEMBERSHIP/MAGAZINE	\$590.00
OTTERTAIL POWER	UTILITIES	\$793.12
PHILLIPS WINE & SPIRITS	LIQUOR	\$2,504.74
SOUTHERN GLAZERS	LIQUOR	\$2,114.56
VIKING COCA-COLA BOTTLING CO	POP/MIX	\$508.45
TOTAL: \$76,751.15		

Vendor Name	Purpose	Amount	Account #
✓ Arvig	phone& fax	\$152.30	21145500320
✓ Ballard Sanitation	Utilities	\$67.81	21145500380
✓ Cengage Learning	large print books	\$580.29	21145500435
✓ City Billing	June and July	\$16.82	21145500200
✓ EBSCO	annual subscriptions	\$1,188.82	21145500450
✓ Hoopla Digital	July 2024 usage	\$904.41	21145500440
✓ Ingram	books	\$475.17	21145500435
✓ Junior Library Guild	annual subscriptions	\$1,407.78	21145500435
✓ League of Minnesota Cities	Building Insurance	\$15,824.00	21145500360
✓ Liberty Business	June service	\$103.07	21145500200
✓ Otter Tail County Auditor	Solid Waste Fee	\$208.00	21145500200
✓ Otter Tail Power	utilities	\$512.63	21145500380
✓ Press	legacy advertising	\$178.16	21145500340
✓ Wrigg, Annie	cell phone	\$78.74	21145500320
Total		✓ \$21,698.00	

VLB

Cheryl
Brenna

Vendor Name	Purpose	Amount	Account #
Liberty Business	June service	\$4,942.57	21145500500
Total		\$4,942.57	

Cheryl
Brenna

\$ 2471.29
Balance out of
Wray Money
Market



Date: July 16, 2024

To: City of Pelican Rapids

From: Dennis Dalager, Calvin Miller, Operators

O & M Report: June 2024

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

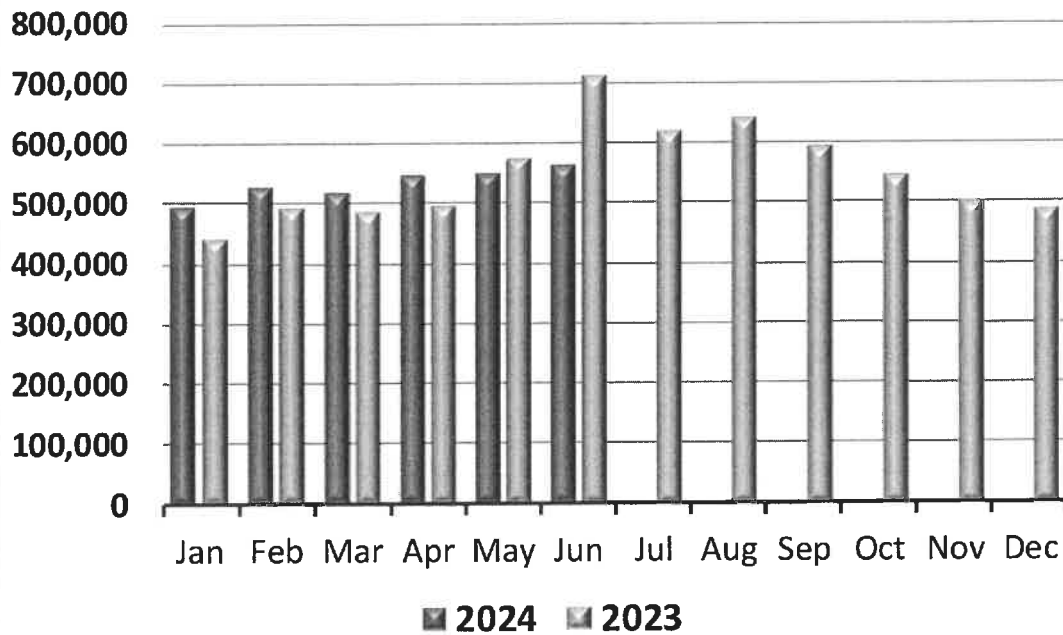
Water Operation & Maintenance

- Fluoride test is done weekly, and report sent into MDH.
- Well depths checked.
- Rotate well sequence, however there is a sink hole next to wells #8 and #9, waiting on Brian to get the crew out to figure out what happened. I do have the wells shut down at this time.
- Changed chlorine tanks as needed. I would like to build a ramp in front of the chlorine building to make it easier to replace tanks.
- Daily chlorine tests at the water plant.

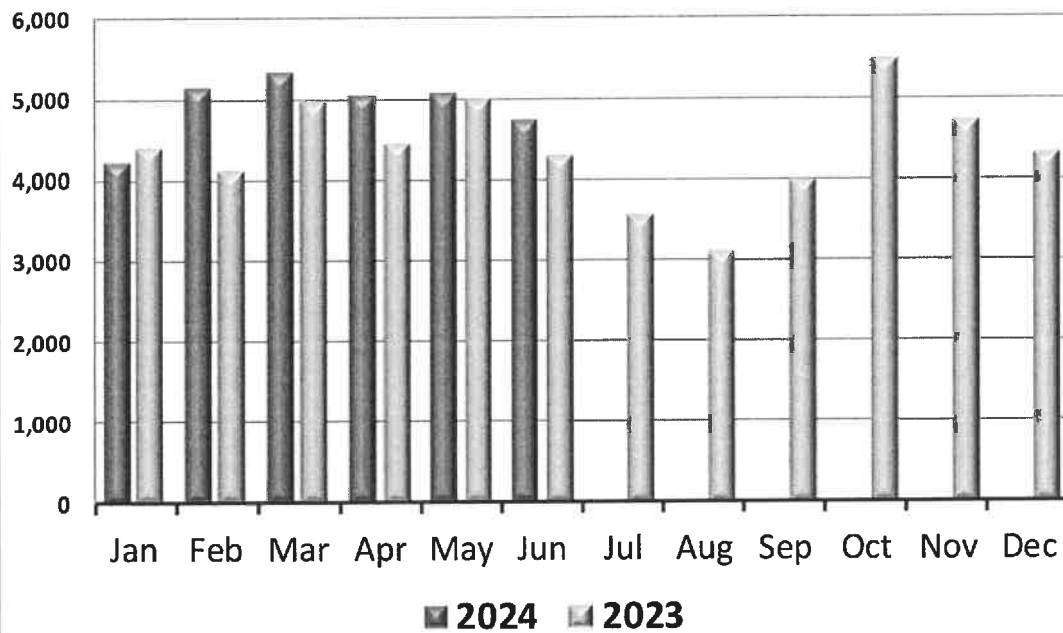
Wastewater Operation & Maintenance

- Collected daily and weekly samples for the lab and for RMB and sent samples into RMB as needed.
- Daily checks of both plants and lift stations as well as the ponds.
- The blower unit for #1 has been returned and installed, waiting for Ideal to come up to install new VFD for the blower.
- The air dryer for the RAS/WAS building should be here anytime.
- Ran Generator twice for the month.
- Reported all findings on DMR.

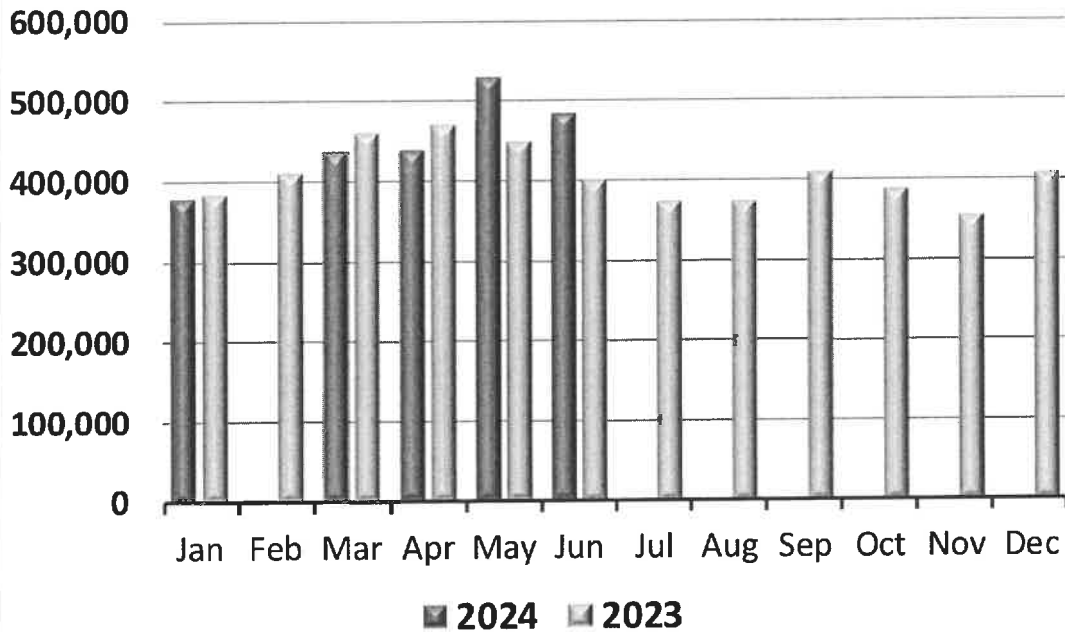
Average Daily Water Pumped - In Gallons



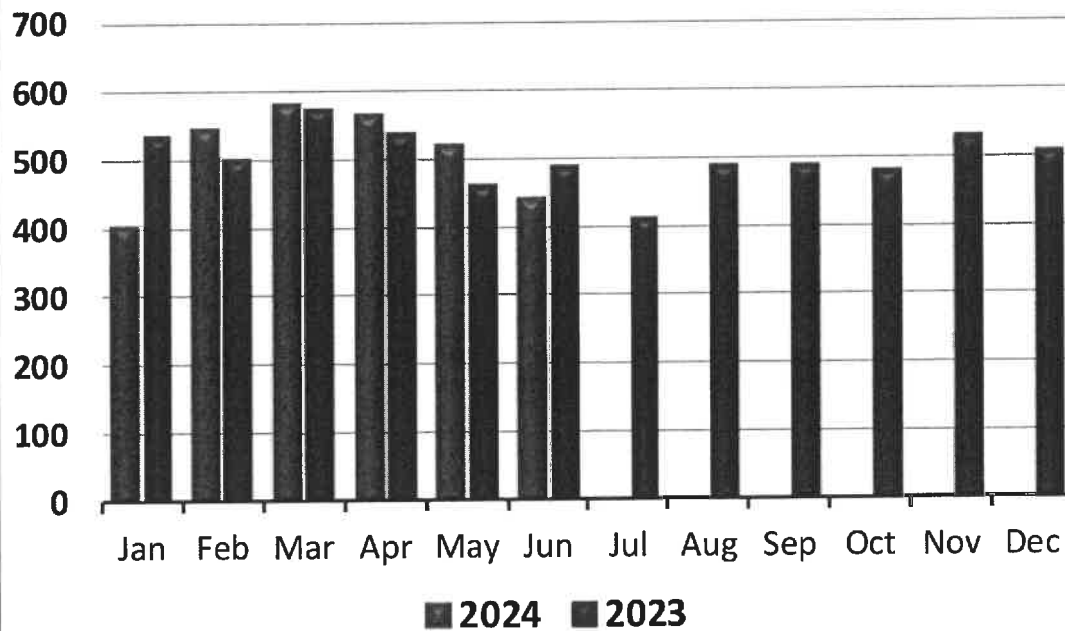
Monthly Total of Chemical used - In Gallons



Average Daily Wastewater Pumped - In Gallons



Total Monthly Chloride



PeopleService INC.

Water & Wastewater Professionals

		June-24	May-24	June-23
Water	Units			
Average Daily Pumped	gallons	563,500	548,967	713,160
Maximum Daily Pumped	gallons	799,000	723,000	968,000
Total Monthly Pumped	gallons	16,905,000	17,018,000	21,395,000
Average Daily Fluoride Conc.	mg/L	0.68	0.81	0.67
Fluoride used	gallons	174.00	143.00	178.00
Total Chlorine Residual	mg/L	0.93	1.02	0.48
Chlorine used	lbs	467.00	500.00	693.00
Phosphorus				
Phos Influent	mg/L	10	12	10
Phos Effluent	mg/L	0.50	0.50	0.50
Phos Effluent Permit Limit	mg/L	1	1	1
Phos Effluent Loading	kg/YTD	141.00	112.70	211.60
Phos Effluent Loading Permit Limit	kg/YTD	1,257.60	1,257.60	1,257.60
Chemical Used	gallons	4,717.00	5,050.00	4,298.00
Total Chloride	mg/L	442.00	519.00	489.00
Effluent Flow				
Average Daily	gallons	486,000	530,000	400,000
Maximum Daily	gallons	799,000	966,000	516,000
Total Monthly <i>TG</i>	gallons	14,581,000	16,415,000	12,000,000
Precipitation Monthly Total	Inches	4.85	5.95	1.73
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$18,634.00	\$19,044.00	102%	50%
Total	\$18,634.00	\$19,044.00	102%	50%

Pelican Rapids Police Department

July 2024

Accident-1050-MV-Rec Veh	5
911 Hangup Calls	5
Accident W/Deer	1
Animal Call	7
Assistance-Public	6
ATL-Warrant To Serve	1
Civil Dispute	1
Disturbance	8
Driving Complaint	2
EMS-Injury Accident	3
Med Alarm-lifeline	1
EMS-Medical	20
EMS-Transport	1
Fire-Alarm	1
Fire-Control Burn	4
Handgun Applications	1
Info For Officers	3
No Trespass Letter Sent	1
Lost & Found	3
Missing Person	1
Nuisance	6
Other Calls For Service	8
Parking Comp/Privileges	4
Records Check	2
Scam	1
Suicide Death	1
Suspicious Activity	2
Terroristic Threats	1
Theft/Fraud Rep	4
Vehicle Theft	1
Trespassing	2
Unlock	1
Vandalism	2
Warning-Traffic	9
Warrant	1
Weather Related Calls	2
Welfare Check	4

CITY OF PELICAN RAPIDS

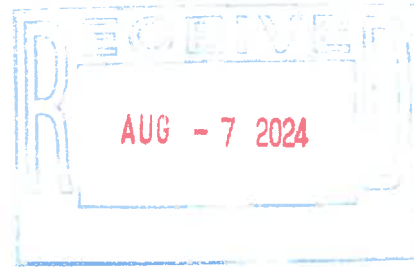
Liquor Store Profit & Loss - 073124

Account Descr	July 2024 Amt	July 2023 Amt	Difference to LY	2024 YTD Amt	2023 YTD Amt	YTD Difference
R Revenue						
R 609-34766 Refunds &	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 609-34950 Other Revenues	\$119.00	\$30.00	\$89.00	\$258.00	\$147.00	\$111.00
R 609-36210 Interest Earnings	\$749.29	\$860.21	(\$110.92)	\$5,103.83	\$5,082.61	\$21.22
R 609-37811 Liquor & Wine Sales	\$67,689.72	\$85,754.36	(\$18,064.64)	\$312,510.85	\$348,897.36	(\$36,386.51)
R 609-37812 Beer Sales	\$123,504.18	\$157,372.80	(\$33,868.62)	\$553,337.41	\$625,576.75	(\$72,239.34)
R 609-37813 Ice Sales	\$3,938.00	\$5,678.50	(\$1,740.50)	\$9,019.00	\$13,727.92	(\$4,708.92)
R 609-37814 Pop/Mix/Misc Sales	\$3,781.40	\$4,251.43	(\$470.03)	\$15,016.93	\$15,665.93	(\$649.00)
R 609-37815 NA Beer/Wine Sales	\$1,040.90	\$2,051.98	(\$1,011.08)	\$5,075.83	\$6,112.84	(\$1,037.01)
R 609-37817 Gift Cards Sold	\$60.00	\$120.00	(\$60.00)	\$390.00	\$1,034.00	(\$644.00)
R 609-37829 THC SALES	\$6,025.56	\$0.00	\$6,025.56	\$20,373.89	\$0.00	\$20,373.89
R 609-37940 Cash Short/Long	\$0.88	\$0.74	\$0.14	\$0.20	\$0.12	\$0.08
R Revenue	\$206,908.93	\$256,120.02	(\$49,211.09)	\$921,085.94	\$1,016,244.53	(\$95,158.59)
E Expenditure						
E 609-49750-100 Wages and	\$13,262.21	\$20,593.48	(\$7,331.27)	\$94,506.32	\$94,884.69	(\$378.37)
E 609-49750-105 Overtime	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-120 Employer Contrib	\$994.66	\$1,490.47	(\$495.81)	\$7,062.03	\$6,596.91	\$465.12
E 609-49750-122 FICA	\$906.38	\$1,438.85	(\$532.47)	\$6,457.61	\$6,560.87	(\$103.26)
E 609-49750-130 Employer Paid	\$3,066.79	\$4,300.02	(\$1,233.23)	\$21,829.50	\$21,515.11	\$314.39
E 609-49750-140 Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-200 Office Supplies	\$346.31	\$18.80	\$327.51	\$867.36	\$464.69	\$402.67
E 609-49750-208 Education	\$0.00	\$35.82	(\$35.82)	\$813.60	\$35.82	\$777.78
E 609-49750-210 Operating	\$413.50	\$189.36	\$224.14	\$2,137.99	\$1,506.67	\$631.32
E 609-49750-220 Repair/Maint	\$0.00	\$0.00	\$0.00	\$217.53	\$107.24	\$110.29
E 609-49750-230 Banking Charges	\$27.88	\$28.36	(\$0.48)	\$206.92	\$245.04	(\$38.12)
E 609-49750-231 Credit Card Fees	\$3,475.98	\$7,736.00	(\$4,260.02)	\$17,720.68	\$33,344.35	(\$15,623.67)
E 609-49750-251 Liquor & Wine	\$57,299.57	\$58,395.75	(\$1,096.18)	\$206,389.50	\$217,405.64	(\$11,016.14)
E 609-49750-252 Beer Costs	\$100,806.76	\$138,740.56	(\$37,933.80)	\$387,364.17	\$440,448.83	(\$53,084.66)
E 609-49750-253 NA Beer/Wine	\$738.56	\$1,347.90	(\$609.34)	\$3,197.82	\$3,269.44	(\$71.62)
E 609-49750-254 Pop/Mix/Bar	\$2,499.78	\$1,745.87	\$753.91	\$8,475.75	\$8,368.21	\$107.54
E 609-49750-257 Ice Costs	\$1,601.95	(\$1,922.25)	\$3,524.20	\$3,822.46	\$5,938.03	(\$2,115.57)
E 609-49750-259 THC Costs	\$2,724.94	\$0.00	\$2,724.94	\$10,338.16	\$0.00	\$10,338.16
E 609-49750-260 Gift Cards Used	\$0.00	\$225.75	(\$225.75)	\$573.01	\$1,432.04	(\$859.03)
E 609-49750-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-301 Auditing Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-320 Communications	\$186.55	\$184.80	\$1.75	\$1,312.83	\$1,299.38	\$13.45
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	\$755.00	\$0.00	\$755.00	\$2,230.00	\$1,159.28	\$1,070.72
E 609-49750-360 Insurance & Bond	\$6,124.00	\$2,774.11	\$3,349.89	\$11,232.00	\$8,038.50	\$3,193.50
E 609-49750-380 Utility Services	\$932.98	\$843.91	\$89.07	\$5,615.53	\$6,028.77	(\$413.24)
E 609-49750-400 Repairs & Maint	\$0.00	\$42.15	(\$42.15)	\$728.77	\$701.46	\$27.31
E 609-49750-405 Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-432 Uncollectable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 609-49750-433 Dues, Fees,	\$1,700.00	\$0.00	\$1,700.00	\$2,978.78	\$250.00	\$2,728.78
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	\$0.00	\$0.00	\$0.00	(\$69.99)	\$0.00	(\$69.99)
E 609-49750-700 Transfers	\$0.00	\$0.00	\$0.00	\$17,986.94	\$0.00	\$17,986.94
E Expenditure	\$197,863.80	\$238,209.71	(\$40,345.91)	\$813,995.27	\$859,600.97	(\$45,605.70)

CITY OF PELICAN RAPIDS

Liquor Store - Balance Sheet - 073124

	Bal Sht	Bal Sht Descr	Current Balance
	10100	Wells Fargo (1957)	(\$372,195.73)
	10114	MN 9650 - LS	\$93,538.74
	10140	Credit Cards	\$2,054.28
	10143	MN National Bank (0524 LS)	\$160,876.07
	10146	Bell Bank City (0102)	\$466,768.57
	10148	Bell Bank LS (0136)	\$150,519.87
	10149	Bell Bank LS Save (0185)	\$363,189.69
	10200	Petty Cash	\$1,000.00
	10400	Investments	\$7,000.00
	13910	Deferred Outflows-Pension	\$31,337.00
	14211	Inv - Liquor & Wine	\$190,274.41
	14212	Inv - Beer	\$70,492.22
	14213	Inv - Ice	\$664.83
	14214	Inv - Pop/Mix/Bar Supplies	\$3,594.38
	14215	Inv - NA Beer & Wine	\$990.78
	14217	Inv - THC	\$3,345.54
	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			\$1,666,070.95
	20200	Accounts Payable	(\$39,060.12)
	20850	Sales & Use Tax - LS	(\$37,017.21)
	21600	Accrued Wages & Salaries Payab	(\$3,343.55)
	23600	Compensated Absences Pay NC	(\$4,885.05)
	23900	Other Long-term Liabilities	(\$141,240.00)
	23910	Deferred Inflows-Pension	(\$350.00)
2 L			(\$225,895.93)
	25300	Fund Balance	(\$1,443,072.42)
	27200	Unreserved Retained Earn-	\$2,897.40
3 E			(\$1,440,175.02)



July 26, 2024

Mayor Brent Frazier
PO Box 350
Pelican Rapids, MN 56572-0350

Representative Jeff Backer, who represents your city at the state legislature, has been selected as a League of Minnesota Cities Legislator of Distinction for 2024. The League's Board of Directors recognized a total of 25 legislators this year, including 16 House members and 9 Senate members, for their actions and leadership on a wide variety of legislative issues of importance to cities across our state. **The enclosed letter describes the specific reasons your legislator was chosen for this recognition.** A copy of this letter, and printed certificate, has been sent to your legislator as well.

Please share this recognition with your city council and the public at your next council meeting. We also encourage you to share this information with your local newspaper. Publicly acknowledging legislators for their support of city-friendly legislation helps to continue strengthening the partnership between state and local government officials in Minnesota.

If you have any questions, please feel free to contact Ted Bengtson, IGR Coordinator at the League of Minnesota Cities at tbengtson@lmc.org, (651) 281-1242. To read the complete list of all 25 legislators who received this designation, see the *Cities Bulletin* article online at www.lmc.org/lod.

Thank you, in advance, for your consideration and your support of the League's Legislators of Distinction recognition program.

Enclosure



July 24, 2024

Representative Jeff Backer
369 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1298

Dear Representative Backer,

On behalf of the League's 839 member cities, I want to thank you for your efforts this past legislative session and to recognize you as a League of Minnesota Cities 2024 Legislator of Distinction.

League staff and member city officials appreciate your accessibility and your consultation with us on legislation impacting cities. Specifically, the League appreciates you leading efforts to secure one-time aid for rural ambulance services and pilot programs aimed at exploring alternative emergency medical service delivery models. League staff appreciates your work on behalf of cities and look forward to working with you in the future on issues impacting local units of government.

Our members know that to be successful in serving our common constituents, state and city officials must work together as partners to reach solutions that meet the unique needs of rural, suburban, and urban communities across Minnesota. City leaders also understand that without the support of legislative leaders like you, this state-local partnership would not be possible.

To acknowledge your contributions last session, mayors of each city in your legislative district will receive notification of your recognition. A press release will also be issued to media in your area. City officials and League staff look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read "Justin Miller", is written over a light blue horizontal line.

Justin Miller
City Administrator, Lakeville
President, League of Minnesota Cities

				2024 JAN THRU JUN ACTUAL
	1.02	2025 BUDGET	2024 BUDGET	
42280 RECEIPTS				
	STATE GRANTS	0	0	0
34200	FIRE CALL RECEIPTS	13,000.00	14,406.00	7,240.00
34201	CITY/TOWNSHIP RECEIPTS	296,700.00	267,000.00	144,131.45
34205	TRAINING BURNS	0.00	0.00	0.00
	INTEREST	0	0	0
34206	SALE OF PROPERTY	0.00	0.00	600.00
36230	CONTRIBUTIONS	0	0	0
39320	PROCEEDS FROM LEASE	0	0	0
34202	FIRE RELIEF ASSN	0.00	0.00	0.00
	TOTAL RECEIPTS	309,700.00	281,406.00	151,971.45
42280 EXPENSES				
42280-100	SALARY	47,000.00	39,000.00	\$22,400.50
42280-122	FICA	3,600.00	3,000.00	\$1,713.68
42280-140	UNEMPLOYMENT	0.00	0.00	\$86.22
42280-200	OFFICE SUPPLIES	750.00	500.00	\$502.46
42280-208	EDUCATION	10,000.00	7,750.00	\$8,056.09
42280-210	OPERATING SUPPLIES	20,100.00	15,500.00	\$5,638.28
42280-220	R&M SUPPLIES	4,600.00	4,500.00	\$2,149.24
42280-300	PROF. SERVICE	3,400.00	3,300.00	\$0.00
42280-	ADMIN EXPENSES	0.00	0.00	\$0.00
42280-320	COMMUNICATIONS	3,000.00	2,600.00	\$1,505.79
42280-331	TRAVEL	0.00	0.00	\$0.00
42280-360	INSURANCE PREMIUM	30,000.00	25,000.00	\$22,145.00
42280-380	PUBLIC UTILITIES	12,000.00	9,350.00	\$6,174.45
42280-400	R&M SERVICE	17,200.00	16,850.00	\$6,110.54
42280-433	DUES, FEES, SUBSCRIPTION	1,000.00	1,185.00	\$187.80
42280-500	CAPITAL OUTLAY	11,600.00	11,300.00	\$10,770.00
42280-533	SPECIAL ASSESSMENT	0.00	0	\$0.00
42280-605	FIRE HALL LEASE EXP (last2027)	71,500.00	68,483.00	\$3,645.00
42280-606	TRUCK LEASE EXPENSE (last2026)	43,550.00	43,540.00	\$43,539.56
42280-608	RESCUE 1 REPLACEMENT	13,000.00	12,165.00	\$12,162.21
42280-616	TRUCK/EQUIP LEASE EXP (last2027)	17,400.00	17,383.00	\$17,382.20
42280-699	FIRE RELIEF ASSN EXP	0.00	0.00	\$0.00
	TOTAL EXPENDITURES	309,700.00	281,406.00	164,169.02



**Library Board Meeting
Agenda
August 5, 2024 6pm
Levorsen Meeting
Pelican Rapids Public Library**

1. Approval of the agenda
2. Approval of the July Minutes
3. Approval of the bills (Kevin)
4. Financial reports: (Annie)
5. Friends Update
 - a. 2025 budget committee
6. Director's Report
 - a. Fire Alarm Dialer
 - b. United For Libraries Public Library Trustee Ethics Statement
7. Children's Area update. Kate Martine
 - a. tour
8. September 2, 2024 6pm Levorsen Meeting Room (due to holiday, recommend moving to 09-09-24)

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

July 1, 2024 Library Board Minutes

Cheryl called the meeting to order.

Cheryl asked for a motion to approve the agenda. Judy asked to have 2 items added to the agenda.

1a-window washing, 1b- garden

Kevin made a motion to approve the agenda with additions. Judy seconded. Motion passed.

Judy explained that the school has a bobcat with window washing equipment on it so it might be possible to have someone from the city could use it to washing the windows at the library.

Judy asked which garden is going to be planned and planted outside the library- It is the southeast by a master gardener.

Judy made a motion to approve the secretary's report with corrections. Sue seconded. Motion passed

Secretary Kathy requested to be replaced as secretary. Cheryl made a motion to appointment Judy as secretary through Dec. Sue seconded. Motion passed

Kathy made a motion to approve the bills. Seconded by Sue. Motion passed.

Annie presented the financial report. A CD (#783) from the Kittleson fund is due at Bell Bank. The amount is \$26,734.37. Judy made a motion to roll over the CD. Kathy seconded. Motion passed.

Kate Woolever Martinez gave a presentation on expanding the children's area with some play items like a children's kitchen, magnetic board, Lego's and other items. A motion by Judy to have a committee of Judy, Kathy, Kate, and Nanette to look into possible items and costs. Seconded by Kathy. Motion passed.

Joyce Burham from the Friends of the Library told about the Tablescape that will on Sept 14, 2024. 2 tables might be available for the event. The book trailer is open on Tuesday mornings and during special events.

Director's report included information on Alarm dialer, more discussion in August. Summer reading program is going well, ends on July 31, 2024.

Information on United for Libraries Ethics Statement was handed out and will discussed more in August.

Chairperson Cheryl discussed letters that were sent to her concerning issues at the library. Several letters were read. Some community members added comments. Lance Roisum from the city explained that Flagherty-Hood has a third person that can be used with employee issues. A motion was made by Kevin to have a third party (Flagherty-Hood) to work with the library. Judy seconded motion. Motion passed.

Meeting adjourned.

Next board meeting is August 5, 2024

Judy Falkner - Secretary

June 2024

		Actual YTD	2024 YTD	Budget 2024	Difference
Income					
Beginning balance					\$0.00
City Funding	34761	\$181,688.75	\$121,112.50	\$242,225.00	\$60,576.25
Non-resident reimbursement	34762		\$23,750.00	\$47,500.00	-\$23,750.00
Copies	34763	\$2,640.28	\$1,700.00	\$3,400.00	\$940.28
Coffee Bar	34764		\$0.00	\$0.00	\$0.00
Fines	35103	\$40.02	\$0.00		\$40.02
Interest	36210	\$1,162.61	\$0.00		\$1,162.61
Donations	34765	\$23,332.63	\$8,600.00	\$17,200.00	\$14,732.63
Legacy Funding	34767	\$100.00	\$0.00		\$100.00
Refunds	34766		\$250.00	\$500.00	-\$250.00
General Fund Transfer	39201		\$0.00		\$0.00
Savings account transfer			\$0.00	\$0.00	\$0.00
Total Income		\$208,964.29	\$155,412.50	\$310,825.00	\$53,551.79
Expenses					
Staff salaries	100	\$89,437.89	\$94,071.62	\$188,143.24	\$4,633.73
Overtime	105		\$0.00		\$0.00
Pension	120	\$6,482.83	\$7,055.37	\$14,110.74	\$572.54
Staff medical insurance	130	\$4,016.71	\$5,500.00	\$11,000.00	\$1,483.29
FICA	122	\$6,481.65	\$7,196.48	\$14,392.96	\$714.83
Office supplies	200	\$2,283.60	\$1,620.00	\$3,240.00	-\$663.60
Education	208	\$893.60	\$864.00	\$1,728.00	-\$29.60
Coffee Bar Supplies	209		\$0.00	\$0.00	\$0.00
Library supplies	210	\$553.53	\$702.00	\$1,404.00	\$148.47
Auditing	301		\$486.00	\$972.00	\$486.00
Legal fees	304		\$108.00	\$216.00	\$108.00
Phone/fax/security	320	\$1,376.25	\$1,674.00	\$3,348.00	\$297.75
Travel	331	\$56.93	\$216.00	\$432.00	\$159.07
Advertising	340	\$370.50	\$324.00	\$648.00	-\$46.50
Building Insurance	360	\$214.00	\$4,352.63	\$8,705.26	\$4,138.63
Utilities	380	\$4,710.37	\$6,950.00	\$13,900.00	\$2,239.63
Building expenses	401	\$8,416.55	\$6,600.00	\$13,200.00	-\$1,816.55
Books	435	\$6,752.59	\$8,100.00	\$16,200.00	\$1,347.41
Audio visual materials	440	\$5,591.71	\$5,705.10	\$11,410.20	\$113.39
Software	445	\$1,227.63	\$540.00	\$1,080.00	-\$687.63
Periodicals	450	\$271.77	\$1,080.00	\$2,160.00	\$808.23
Children's services program	455	\$586.00	\$350.00	\$700.00	-\$236.00
VLS sub./Hot Reads	460		\$0.00		\$0.00
Automations-yearly fees	465		\$1,728.00	\$3,456.00	\$1,728.00
Equipment/Capital Outlay	500		\$0.00		\$0.00
			\$0.00		\$0.00
Afterschool Programing			\$0.00		\$0.00
Refunds	470		\$54.00	\$108.00	\$54.00
Savings account			\$0.00		\$0.00
Operating expenses Total		\$139,724.11	\$155,277.20	\$310,554.40	
Difference		\$69,240.18	\$135.30	\$270.60	

July 2024

		Actual YTD	2024 YTD	Budget 2024	Difference
Income					
Beginning balance					\$0.00
City Funding	34761	\$181,688.75	\$141,297.92	\$242,225.00	\$40,390.83
Non-resident reimbursement	34762	\$26,237.00	\$27,708.33	\$47,500.00	-\$1,471.33
Copies	34763	\$3,069.70	\$1,983.33	\$3,400.00	\$1,086.37
Coffee Bar	34764		\$0.00	\$0.00	\$0.00
Fines	35103	\$60.02	\$0.00		\$60.02
Interest	36210	\$1,162.61	\$0.00		\$1,162.61
Donations	34765	\$23,602.63	\$10,033.33	\$17,200.00	\$13,569.30
Legacy Funding	34767	\$100.00	\$0.00		\$100.00
Refunds	34766		\$291.67	\$500.00	-\$291.67
General Fund Transfer	39201		\$0.00		\$0.00
Savings account transfer			\$0.00	\$0.00	\$0.00
Total Income		\$235,920.71	\$181,314.58	\$310,825.00	\$54,606.13
Expenses					
Staff salaries	100	\$100,917.24	\$109,750.22	\$188,143.24	\$8,832.98
Overtime	105		\$0.00		\$0.00
Pension	120	\$7,568.83	\$8,231.27	\$14,110.74	\$662.43
Staff medical insurance	130	\$4,747.02	\$6,416.67	\$11,000.00	\$1,669.65
FICA	122	\$7,567.32	\$8,395.89	\$14,392.96	\$828.57
Office supplies	200	\$3,066.57	\$1,890.00	\$3,240.00	-\$1,176.57
Education	208	\$893.60	\$1,008.00	\$1,728.00	\$114.40
Coffee Bar Supplies	209		\$0.00	\$0.00	\$0.00
Library supplies	210	\$679.53	\$819.00	\$1,404.00	\$139.47
Auditing	301		\$567.00	\$972.00	\$567.00
Legal fees	304		\$126.00	\$216.00	\$126.00
Phone/fax/security	320	\$1,612.87	\$1,953.00	\$3,348.00	\$340.13
Travel	331	\$56.93	\$252.00	\$432.00	\$195.07
Advertising	340	\$370.50	\$378.00	\$648.00	\$7.50
Building Insurance	360	\$214.00	\$5,078.07	\$8,705.26	\$4,864.07
Utilities	380	\$5,621.66	\$8,108.33	\$13,900.00	\$2,486.67
Building expenses	401	\$8,416.55	\$7,700.00	\$13,200.00	-\$716.55
Books	435	\$8,080.76	\$9,450.00	\$16,200.00	\$1,369.24
Audio visual materials	440	\$6,555.28	\$6,655.95	\$11,410.20	\$100.67
Software	445	\$1,227.63	\$630.00	\$1,080.00	-\$597.63
Periodicals	450	\$271.77	\$1,260.00	\$2,160.00	\$988.23
Children's services program	455	\$586.00	\$408.33	\$700.00	-\$177.67
VLS sub./Hot Reads	460		\$0.00		\$0.00
Automations-yearly fees	465		\$2,016.00	\$3,456.00	\$2,016.00
Equipment/Capital Outlay	500		\$0.00		\$0.00
			\$0.00		\$0.00
Afterschool Programing			\$0.00		\$0.00
Refunds	470	\$20.00	\$63.00	\$108.00	\$43.00
<i>Savings account</i>			\$0.00		\$0.00
Operating expenses Total		\$158,474.06	\$181,156.73	\$310,554.40	
Difference		\$77,446.65	\$157.85	\$270.60	



SALES AGREEMENT

Fargo | Grand Forks
Bismarck | Fergus Falls

800-998-7519 | LibertyBusiness.com

BILL TO		
Pelican Rapids Library 25 W Mill Ave Pelican Rapids, MN 56572		
Contact	Phone	Customer#
Annie Wrigg		PR60
Email awrigg@prpubliclibrary.org		

SHIP TO		
Pelican Rapids Library 25 W Mill Ave Pelican Rapids, MN 56572		
Contact	Phone	Customer#
Annie Wrigg	(218) 863-7055	PR60
Email awrigg@prpubliclibrary.org		

Order # 11365					
	New Customer	PO #	Tax #	Date	Sales Representative
X	Current Customer			07/23/2024	Chris Johnson

EQUIPMENT ORDER DETAIL				
QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1102W82US0	Kyocera TASKalfa 3553ci (Refurbished)-Color Multifunctional Printer/Copier/Scanner Up To 35 ppm	\$3,313.73	\$3,313.73
1	MXPCM12015	ESP MXPCM12015-Compact Surge Protector 120V/15A		
1	10229	Jamex Coin Operation accessories	\$1,628.84	\$1,628.84

Notes:	Sales Tax (if applicable)	
	TOTAL	\$4,942.57

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS AND PRIOR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT MAY NOT BE AMENDED, MODIFIED OR RESCINDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.

CUSTOMER ACCEPTANCE			
By signing this agreement, I agree to the terms and conditions as laid out on page two of this agreement.			
Authorized Signature	Print Name	Title	Date

SALES REPRESENTATIVE ACCEPTANCE	
Authorized Signature	Date

LIBERTY BUSINESS SYSTEMS TERMS AND CONDITIONS

The following terms and conditions shall apply to any equipment sold or maintenance services provided to Customer under this Agreement:

1. Acceptance. The product(s) will be deemed to have been accepted on the date of delivery.
2. Title and Security Interest. DEALER shall retain title to the Equipment until Customer performs all of Customer's obligation hereunder, without limitation, payment in full of the purchase price. Until title passes to Customer, DEALER shall have a purchase money security interest in the Equipment, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer agrees promptly upon demand by DEALER to execute any financing statement, applications for registration and like documents and to take any other action deemed necessary or desirable by DEALER in order to perfect DEALER'S security interest hereunder. In addition, Customer hereby appoints DEALER Customer's attorney-in-fact to prepare, sign and file or record for Customer, in Customer's name, any such documents. Customer shall keep the Equipment in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon the Equipment or use of the Equipment.
3. Risk of Loss. Risk of loss or damage to the Equipment shall pass to Customer upon delivery of the Equipment to the carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised, DEALER may insure to full value the Equipment shipped or declare full value thereof to the carrier at the time of delivery to the carrier, and all such insurance costs shall be for Customer's account. Confiscation or destruction of, or damage to, the Equipment shall not in any way effect the liability of Customer to pay the purchase price in full. Customer shall inspect the Equipment immediately upon receipt and shall promptly file claims with the carrier when there is evidence of shipping damage.
4. Delivery. Delivery will be made FOB manufacturing site, with shipping to be paid by Customer to carrier. In the absence of specific instructions DEALER or Manufacturer will select the carrier, but shall not thereby assume any liability in connection with shipment, nor shall the carrier be construed to the agent of DEALER. DEALER shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, delays in transportation, delay in delivery by DEALER'S vendors or any other causes beyond the reasonable control of DEALER. The scheduled delivery date shall be extended by a period of time equal to the time loss because of such delay.
5. Payment. Customer agrees to pay the purchase price for the Equipment listed on the reverse side. Customer herewith deposits with DEALER an amount equal to fifty (50%) percent of the purchase price of the Equipment, which DEALER shall apply against the purchase price of the Equipment. Unless otherwise agreed in writing, twenty-five (25%) percent shall be due upon installation, and twenty-five (25%) percent shall be due thirty (30) days from installation. There shall be added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder, exclusive, however, of taxes based upon net income of Company. Any personal property taxes assessable on the Equipment after delivery to the carrier shall be borne by the Customer. If the Customer fails to pay any charges when due and payable, Customer agrees that DEALER will have the right and Customer will pay a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on the unpaid balance.
6. Cancellation. Customer may, prior to the shipment date requested in Customer's purchase or amended purchase order, cancel delivery of any equipment, provided that:
 - a. DEALER receives written notice at least thirty (30) days before such shipment date; and
 - b. Customer shall pay a cancellation unit, which shall constitute Customer's entire liability to DEALER with respect to the canceled unit, as follows: 12.5% of the equipment total of this sales agreement or if a lease, 12.5% of the sum of total payments due. Plus shipping and restocking fees.Payment of cancellation charges shall be made within thirty (30) days of DEALER'S receipt of written notice of cancellation. All freight charges, if any, shall be billed to the Customer. Any termination of this Agreement by Customer prior to its expiration shall be considered notice of cancellation of delivery of all unshipped and shipped but unaccepted equipment, and cancellation charges, determined on the basis of the above rates, shall be payable.
7. Specifications. DEALER reserves the right to make substitutions and modifications to the specifications of the Equipment providing that such substitutions or modifications will not materially affect the performance of the Product.
8. Termination. DEALER shall have the right to terminate this Agreement upon the occurrence of any one of the following:
 - a. Customer has not made financial arrangements satisfactory to DEALER for the purchase of the product or maintenance service at least thirty (30) days prior to the scheduled delivery date; or
 - b. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of DEALER, such consent not to be unreasonably withheld. The word 'assign' includes, without limiting the generality thereof, the transfer of a majority interest in Customer, or
 - c. Customer shall neglect or fail to perform or observe any of its existing or future obligations to DEALER, including without limiting the generality thereof, the timely payment of any sums due DEALER, or
 - d. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property, or if Customer is adjudicated as bankrupt, or
 - e. Customer relocates equipment without the written consent of DEALER, such consent not to be unreasonably withheld.
9. Notices. All notices given by either party to the other under this Agreement shall be in writing sent certified mail, return receipt requested, to the addresses shown elsewhere herein.
10. Damages. In no event shall DEALER be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product covered by this sales contract.
11. Governing Law. This contract shall be governed by and construed according to the laws of the State of North Dakota.
12. Modifications. This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
13. Assignment. This Agreement is not assignable by Customer without written permission from DEALER, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.
14. Miscellaneous. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. DEALER'S acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by DEALER or its agents or employees in the fulfillment of this sales contract shall be the property of DEALER and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.



SERVICE CONTRACT AGREEMENT

Fargo | Grand Forks
Bismarck | Fergus Falls

800-998-7519 | LibertyBusiness.com

Date 07/23/2024

BILL TO

Pelican Rapids Library
25 W Mill Ave
Pelican Rapids, MN 56572

Contact	Phone	Customer#
Annie Wrigg		PR60

Email
awrigg@prpubliclibrary.org

SHIP TO

Pelican Rapids Library
25 W Mill Ave
Pelican Rapids, MN 56572

Contact	Phone	Customer#
Annie Wrigg	(218) 863-7055	PR60

Email
awrigg@prpubliclibrary.org

CONTRACT DETAIL

Total Monthly Service: \$104.73 ☐ Included with Payment

Contract Type: Toner Inclusive

Plan Description: Includes Parts, Labor, Toner, and Travel. Excludes Wide Format Machines.

Contract Term: 60

Meter Frequency: Quarterly

Billing Frequency: Monthly

EQUIPMENT SERVICE TERMS

Make, Model	Serial #	EQID #	Base Payment (Monthly)	Image Allowance (Monthly)		Overages Billed (Quarterly)	
				B & W	Color	B & W	Color
Kyocera TASKalfa 3553ci (Refurbished)			\$104.73	1,900	1,235	0.01356	0.06809

ADDITIONAL CONTRACT NOTES

CUSTOMER ACCEPTANCE

By signing this agreement, I agree to the terms and conditions as laid out on page two of this agreement.

Authorized Signature	Print Name	Date
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LIBERTY BUSINESS SYSTEMS REPRESENTATIVE ACCEPTANCE

Authorized Signature	Print Name	Date
	Eric Stratton	07/23/2024

LIBERTY BUSINESS SYSTEMS TERMS AND CONDITIONS

CUSTOMER AGREES TO ADDITIONAL MAINTENANCE TERMS AND CONDITIONS

1. The term of this agreement shall be no less than 60 months from the initial billing cycle date. Billing Cycles will commence on the fifth (5th) or the twentieth (20th) of the month, depending upon installation date. Service Fees will be prorated from the date of installation through the start of the first billing cycle. This agreement shall not be assignable or transferable by customer without Dealer's v prior written consent. Dealer may terminate this agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. DEALER reserves the right to adjust maintenance pricing, terminate this Agreement and/or assign the service of any equipment which has been relocated more than sixty (60) miles from Dealer's nearest Service Center, Equipment may not be relocated without the prior written approval of Dealer.

2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.

3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at DEALER's standard time and materials rates, unless covered by a separate network support Agreement.

4. The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specifications.

5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by DEALER or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.

6. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at DEALER's then current rate. Additional chargeable services include but are not limited to:

a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.

b) Subsequent repairs made when personnel other than those of DEALER or its assigned Servicing Dealer perform service.

c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than DEALER or its assigned Servicing Dealer. DEALER reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.

d) Work which Customer requests to be performed outside regular business hours.

e) Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the Equipment.

All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither DEALER nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.

7. Dealer assumes no liability for operator error or damage caused by Customer.

8. DEALER'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.

9. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.

10. DEALER reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse DEALER for all attorney fees and costs DEALER expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in Cass County of North Dakota. Further, this Agreement shall be interpreted exclusively under the laws of the State of North Dakota.



Summit Fire Protection Co. ("Summit Fire Protection") makes the following proposal (the "Proposal"):

Date of Proposal: April 12, 2024

Proposal Submitted To: Pelican Rapids Public Library
Address: Pelican Rapids MN

Attention: Brian

Regarding: New Cellular Dialer for Fire Alarm Panel

Project Name: Pelican Rapids Public Library
Address: Pelican Rapids MN

Site visit - YES ☐ NO ☐

SCOPE OF WORK

- Install New Cellular Dialer for Fire Alarm Panel

EXCLUSIONS

- Patching and painting of any holes in walls or ceilings
- Any AC High Voltage (120V) work
- After-hours Labor

Contract Price: Summit Fire Protection shall perform the above described work at the following price: \$ 900.00 for Installation, Programming, and Testing
\$ 550.00 will be new Yearly Monitoring Fee

The Contract Price shall be modified as follows:

Alternate No.	Add / Deduct	Price	Description

Payment of Contract Price: Owner shall pay Summit Fire Protection the final Contract Price as follows: \$ 900.00 for Installation, Programming, and Testing
\$ 550.00 will be new Yearly Monitoring Fee

Completion of the Project: Summit Fire Protection offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Minnesota Conway's option, if Summit Fire Protection does not receive a signed acceptance of this Proposal by Owner by noon on 5/12/24. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire Protection and Owner.

SUMMIT FIRE PROTECTION CO.

By: Chris Bahe
Signature

Chris Bahe
Print Name

Sales

Phone: (701) 280-2144

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire Protection's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire Protection and Owner.

OWNER:

By:

Signature

Print Name

Date

EXHIBIT A
THE SPECIFICATIONS

[TO BE ATTACHED]

SUMMIT FIRE PROTECTION CO. PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire Protection," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
- 4. Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
- 5. Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
- 7. Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
- 8. Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
- 9. Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
- 10. Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
- 11. Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

RESOLUTION 2024-11

RESOLUTION GRANTING AND CONVEYING AND QUITCLAIMING REAL PROPERTY
TO THE STATE OF MINNESOTA

WHEREAS:

- A. The City Council has investigated the facts and circumstances with regard to the ownership and restrictions of the real property acquired by the City of Pelican Rapids from the State of Minnesota pursuant to the Conveyance of Forfeited Lands filed as Document Number 985887 in the office of the Otter Tail County Recorder;
- B. The City is hereby taking action by and through this resolution in order to follow the protocol required with regard to granting and re-conveying the real property, described in said Conveyance of Forfeited Lands, to the State of Minnesota;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Pelican Rapids, as follows:

1. The City of Pelican Rapids hereby agrees and resolves to grant and convey and quitclaim, to the State of Minnesota, the real property located in Otter Tail County, State of Minnesota, described as follows: Section 27 Township 136 Range 43 Sub Lot K except the South 50', Sub Lot L of the Northeast Quarter of the Southwest Quarter and Sub Lot M of the Northeast Quarter of the Southwest Quarter, Pelican Rapids, Minnesota.
2. That subsequent to the passage of this resolution, the City hereby resolves to execute PT Form 975 in order to grant and convey and quitclaim, to the State of Minnesota, the real property located in Otter Tail County, State of Minnesota, described as follows: Section 27 Township 136 Range 43 Sub Lot K except the South 50', Sub Lot L of the Northeast Quarter of the Southwest Quarter and Sub Lot M of the Northeast Quarter of the Southwest Quarter, Pelican Rapids, Minnesota.

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

and the following City Council Members voted against the same:

Adopted this 27th day of August, 2024.

Brent E. Frazier, Mayor

ATTEST

Danielle Harthun, City Clerk-Treasurer