



# PELICAN RAPIDS

## CITY COUNCIL AGENDA

November 22, 2024

Tuesday, November 26, 2024

4:30 p.m.

Council Chambers, 315 N. Broadway

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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 – November 12, 2024
  - b) Approval of Accounts Payable Listings
  - c) Staff Reports
    1. Utility Report – October (In Packet)
    2. Liquor Store Report
5. Utility Billing Dispute – Roger Schleske
6. 2024 CEDA Year in Review – Jordan Grossman
7. Peteyville Storage Request – Doug Bruggeman
8. Pelican Rapids Police Department – Chief Quaintance (In Packet)
  - a) AXON/Taser Purchase
  - b) Approve Grant With County
9. Library/Council Board Member Discussion
10. In Control Proposal (In Packet)
11. Sewer Budget (In Packet)
12. Water Budget (In Packet)
13. General Budget Discussion
14. Christmas Eve City Hall Hours
15. Rate Resolution No. 2024-18 (In Packet)
16. Designate Polling Place Resolution No. 2024-19 (In Packet)

17. Administrator Report
18. Mayor Report
19. Adjourn

# 11-12-2024 Council Meeting Minutes

## Call to Order

Mayor Frazier called the regular City Council meeting to order at 4:30 pm on Tuesday, November 12, 2024 in Council Chambers, City Hall.

## Roll Call of Members

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.

Staff present: Administrator Lance Roisum, Clerk-Treasurer Danielle Harthun, Street and Parks Superintendent Brian Olson, City Engineer Bob Schlieman, Auditor Dean Birkeland

General Attendance: Gary Motz, Jedd Miller, Shad Hanson, Don Perrin, Shelley Gummeringer, Justin Fure and Kim Pederson from the Pelican Press

## Welcoming Remarks

The Mayor welcomed all attendees to the city council meeting, both those in-person and those joining via Zoom. The meeting was noted to be available on the Pelican Rapids YouTube channel and channel 14 on Wednesday evenings.

## Announcements

Mayor Frazier announced upcoming events and meetings.

## Pledge of Allegiance

The Pledge of Allegiance was recited.

## Citizen's Comments

The call for citizen comments was made twice, and hearing none, the council moved on to the next agenda item.

## Additions/Deletions to Agenda

The agenda underwent changes, with three adjustments:

A motion was made to approve the agenda with these adjustments.

Motion to approve the agenda with two deletions and one addition was made by Strand. Seconded by Foster. Motion passed unanimously.

## Approval of Consent Agenda

The consent agenda was presented, covering routine items such as October 29, 2024 council minutes, accounts payable listings, Intent to Certify to Taxes at 76000260031901 of \$491.85 and 76000990479006 of \$166.85 for unpaid utility bills, police report. The following licenses and registrations were also approved: **Cigarette License 2025**: For Larry's Supermarket – Brittany Dokken, Southtown C Store – Jeanne Hovland, Park Region Co-op – Susan Bruggeman, Paul's of Pelican – Luke Loerzel, Dollar General – DG Retail, **Recreational Game License 2025**: VFW Gilmore Weik Post 5252, Pelican Rapids Pool Hall – Robert Bowers, **Business License 2025**: Mobile Home Park – Z & Z Associates, **Plumbers Registration 2025**: Wrigley Mechanical – Blake Wrigley, Hanson's Plumbing and Heating – Jason Schrupp, Pelican Plumbing – Marty Hanson, Ripplinger Plumbing – Stephen Erb, **Outdoor Sales Lot 2025**: Brad Sachs – Sachs Motors and Recreation.

Motion to approve the consent agenda was made by Strand. Seconded by Foster. Motion carried unanimously.

## Friendship Festival - Justin Fure

# 11-12-2024 Council Meeting Minutes

Justin Fure, Pastor at Thrive Church and a member of the Multicultural Committee, provided an update on the Friendship Festival. This year will be its 20th anniversary in 2025; Justin shared the success of the previous festival. He requested reservation approval for Sherin Park Campground sites for the June 14, 2025 event.

Motion to reserve the park and campsites for the Friendship Festival on June 14, 2025, was made by Foster. Seconded by Ballard. Motion carried without opposition.

## Raising Fire Department Retirement Benefits

Shad Hanson, Gary Motz, Jedd Miller from the Fire Department and Fire Relief Association, asked the council to approve increasing the retirement benefit from \$3,600 to \$4,000. The last raise was in February 2022.

Motion to approve the retirement increase from \$3,600 to \$4,000 was made by Foster. Seconded by Ballard. Motion carried unanimously.

## Pinewood Estates Pay Request No. 2

Bob Schlieman updated Council on the status of Pinewood Estates Project. Landwehr made a payment request (No. 2) of \$406,717.21.

Motion to approve the Pay Request No. 2 was made by Ballard. Seconded by Strand. Motion carried unanimously.

## Hwy 59 Underpass Discussion - Bob Schlieman

Bob Schlieman presented information on a pedestrian underpass on Highway 59. Discussed was the feasibility and logistical possibility of such a project, expected costs, and potential interest of the School and MnDOT. The discussion veered towards the preliminary status of the idea, weighing pros and cons.

Motion not to pursue the underpass was made by Strand. Markgraf seconded. Motion carried unanimously.

## 2023 Audit Review - Dean Birkeland

Dean Birkeland from CarlsonSV CPAs and Advisors presented the 2023 audit findings. Most of the city's funds received unmodified opinions, the best obtainable, with one minor qualification on the fire relief's actuarial evaluation. Discussion highlighted strong audit procedures and fiscal health.

Motion to accept the 2023 audit report was made Strand. Seconded by Foster. Motion carried unanimously.

## Crosswalk Sign Discussion

Council voiced concerns about pedestrian safety within newly established crosswalks on the roundabouts. They questioned if there is additional signage that could improve safety. Since it is a State Highway, permits through MnDOT would be needed so the City will look into it.

## Street and Parks Report - Brian Olson

Brian Olson gave an update on street project and it being the half way mark. Peteyville is being setup in the parks currently.

Motion to accept the street and parks report was made by Markgraf. Strand seconded. Motion carried unanimously.

## MN National Sleigh Rides, December 6, 2024

# 11-12-2024 Council Meeting Minutes

Shelley Gummeringer requested permission to host their community sleigh rides through Sherin Park.

Motion to use the park for sleigh rides on December 6, 2024, was made by Ballard. Seconded by Strand. Motion carried unanimously.

## Last Meeting in December Discussion

Council discussed the last meeting in December. In the past, Council has not had the last meeting, as it is close to the Holidays.

Motion to skip the last meeting in December was made by Foster. Seconded by Markgraf. Motion carried unanimously.

## Canvass the Vote - Resolution No. 2024-17

Motion to approve **RESOLUTION 2024-17 A RESOLUTION CERTIFYING THE RESULTS OF THE TUESDAY, NOVEMBER 5, 2024 ELECTION (Canvass Election)** was made by Ballard, seconded by Strand. (A complete text of this resolution is part of permanent public record in the City Clerk's office.) Motion passed and resolution declared duly adopted.

## Civil Defense Alarm Discussion

Staff and Council discussed the necessity of using both grants to replace both emergency sirens. The clerk discussed where the possible funding of the additional siren would come from.

Motion to proceed with replacing both civil defense sirens, utilizing surplus funds, was made by Ballard and seconded by Markgraf. Motion carried unanimously.

## Library Report

The Library Report was provided in the packet for Council and approval of the new custodian was needed.

Motion to approve the library custodian hire of Olesia Zlochevska at \$16.63 an hour was made by Foster. Seconded by Strand. Motion carried unanimously.

## SEH Airport Agreement

The council reviewed new framework relations with SEH for professional services for the airport projects. The State will pay the majority of the \$6,500 with the City's share estimated at \$325.

Motion to approve the SEH airport agreement was approved by Foster and seconded by Markgraf. Motion carried unanimously.

## Administrator Report

Administrator Roisum reported that since the last city council meeting he has: worked with Clerk and Mayor to set council agenda and prepped for the city council meeting, attended the Hwy 59/108 construction meetings, completed the State of Minnesota special appropriation annual progress report, met with the local pickle ball group along with Tyler Ahlf from Pelican Valley and Brian Korf from Pelican Schools discussing possible locations for new pickle ball courts, met with Apex and property owners discussing the possible Hwy 59 pedestrian underpass, reviewed Library Director applications and worked on interview questions and scheduling of interviews, attended meetings with the Library Director Interview Committee and finalized the interview questions to ask and selected candidates to interview, attended a Library Board meeting, met with Mentor Group, started to work on employee performance evaluations, attended a meeting at the Library regarding Family

# 11-12-2024 Council Meeting Minutes

Resource Centers in Otter Tail County, met with representatives of MN Board of Water and Soil Resources, West Otter Tail Soil and Water Conservation District, and the Department of Natural Resources to review the wetland delineation at Sherin Park.

## Mayor Report

Mayor Frazier reported that since the last city council meeting he has; submitted weekly columns to the Pelican Press, visited with area businesses and non-profits, attended the Hwy 59/108 staff meetings at city hall on October 30 and November 6 attended the retirement party for Maplewood State Park Ranger Don DelGreco at DNR Headquarters in Fergus Falls on November 2, attended the November 7 Highway 59 Underpass Meeting at city hall and met on November 12 at city hall with Administrator Roisum to plan the agenda for this council meeting.

## Adjourn

The meeting adjourned at 5:53 pm.

Motion to adjourn was made by Strand. Seconded by Markgraf. Meeting adjourned.



Danielle Harthun  
Clerk-Treasurer

# 2024 SEWER FUND BUDGET

Sewer Fund =		2025 SEWER BUDGET	
602 RECEIPTS			
602-33400	STATE GRANTS	\$	-
602-35000	PENALTIES	\$	3,000.00
602-36210	INTEREST	\$	150.00
602-37100	SALES	\$	1,881,106.77
602-37125	SALE OF SERVICE	\$	100.00
602-37150	CONNECTION FEES	\$	100.00
602-37165	SALES OTHER CUSTOMERS	\$	75,000.00
602-37510	SPECIAL ASSESSMENT-CITY	\$	-
602-37520	SPECIAL ASSESSMENT-COUNTY	\$	500.00
602-39102	PRJ 90	\$	-
	BONDS ISSUED	\$	-
602-33170	WWTF PRJ 79 PFA LOAN	\$	-
602-34766	REFUNDS & REIMBURSEMENTS	\$	-
	ARP FUNDS	\$	-
	INVESTMENTS SOLD	\$	-
602-39203	TRANSFERS		
602-39370	PFA CONSTRUCTION ACCT		
	<b>TOTAL</b>		<b>\$ 1,959,956.77</b>

Comm Base Rate \$17.00/m, WCT Base Rate \$88,000/m, Flow Rate \$5.85/1000 (all)

LEACHATE

		2025 SEWER BUDGET	
		EXPENSES	
Administrative	602-41110-10C COUNCIL	\$	2,750.00
	602-41110-12C COUNCIL PENSIONS	\$	40.00
	602-41110-122 FICA	\$	215.00
	602-41305-10C MAYOR	\$	900.00
	602-41305-122 FICA	\$	70.00
	602-41540-301 AUDIT	\$	3,400.00
	602-41600-304 LEGAL PROFESSIONAL SERVICES	\$	200.00
	602-41900-40C REPAIRS & MAINT SRV	\$	15,300.00
Debt Service	602-47000-601 WWTF DEBT SERVICE PHOS	\$	324,000.00
	602-47000-602 NON FACILITY DEBT SERVICE	\$	11,000.00
	602-47000-603 WWTF UPGRADE PROJ79 PRIN (14	\$	382,000.00
	602-47000-611 WWTF INT PAY PHOS (75)	\$	12,381.46
	602-47000-612 NON FACILITY INTEREST PAYME	\$	810.00
	602-47000-613 WWTF UPGRADE PROJ79 INT (14 F	\$	65,327.62
	602-47000-615 PFA DEBT SERV ACCT (90)	\$	21,000.00
	602-47000-618 PFA DEBT SERVICE PRIN (91) (204	\$	4,745.00
	602-47000-62C WWTF PAYING AGENT FEES	\$	250.00
	602-47000-625 PFA DEBT SERVICE ACCT	\$	3,630.00
	602-47000-628 PFA DEBT SERVICE INT (91) (2044)	\$	22,152.29
	602-47000-70C TRANSFER OUT	\$	24,197.00
M	602-49200-47C REFUNDS AND REIMBURSEMENT	\$	1,000.00
	602-49240-36C WWTF INSURANCE	\$	30,000.00
	602-49450-10C WAGES	\$	153,500.00
	602-49450-12C PENSIONS	\$	12,000.00
	602-49450-122 FICA	\$	12,000.00

allocation of phos project debt at 92% Ind..2008 WWTF phos project = 92% X 382,000 (2027)

13 PFA Proj78 (2031) (2033)

allocation of interest cost phos project at 92% Ind..2008 WWTF phos project = 92% X (32,663.81\*2) (2027)

13 PFA Proj78 405 x 2 (2031) (2033)

Proj 90 (2040) Hwy 59/108 (2025) Prin

Proj 90 (1,815 x 2) (2040) Hwy 59/108 (2025)

2017B GO IB (10,660) (2037)+2017C GO CIP Bond Proj 85 (13,537) Prn+Int -CH Prj 85 CIP 17C (2042)

**2025 SEWER  
BUDGET**

**EXPENSES**

Collection System O&M	602-49450-13C MEDICAL INSURANCE	\$ 33,000.00
	602-49450-20C OFFICE SUPPLIES	\$ 7,197.00
	602-49450-208 EDUCATION	\$ 900.00
	602-49450-21C OPERATING SUPPLIES	\$ 3,000.00
	602-49450-22C REPAIR & MAINTENANCE SUPPLI	\$ 3,000.00
	602-49450-23C BANKING SERVICE CHARGES	\$ 1,000.00
	602-49450-231 CREDIT CARD SERVICE EXPENSE	\$ 8,000.00
	602-49450-30C PROFESSIONAL SERVICES	\$ 2,100.00
	602-49450-32C TELEPHONE	\$ 850.00
	602-49450-40C REPAIR& MAINTENANCE SERVIC	\$ 5,000.00
602-49450-433 DUES, FEES & SUBSCRIPTIONS	\$ -	
602-49450-50C CAPITAL OUTLAY	\$ 46,500.00	
Wastewater Treatment O&M	602-49480-20C WWTF OFFICE SUPPLIES	\$ 50.00
	602-49480-21C WWTF OPERATING SUPPLIES	\$ 15,000.00
	602-49480-22C WWTF R&M SUPPLIES	\$ 4,000.00
	602-49480-30C WWTF PROFESSIONAL SERVICES	\$ 172,897.80
	602-49480-304 WWTF LEGAL PROF SERVICES	\$ -
	602-49480-32C WWTF COMMUNICATION	\$ 1,200.00
	602-49480-38C WWTF PUBLIC UTILITIES	\$ 95,000.00
	602-49480-40C WWTF R&M SERVICES	\$ 31,500.00
	602-49480-401 REPLACE & REPAIR RESERVE	\$ 75,000.00
602-49480-433 DUES, FEES & SUBSCRIPTIONS	\$ 3,000.00	
602-49480-50C WWTF CAPITAL	\$ -	
Lagoon O&M	602-49485-20C LAGOON OFFICE SUPPLIES	\$ -
	602-49485-21C LAGOON OP. SUPPLIES	\$ 200.00
	602-49485-22C LAGOON R & M SUPPLIES	\$ 500.00
	602-49485-30C LAGOON-PROFESSIONAL; SERVIC	\$ 51,346.80
	602-49485-38C LAGOON-UTILITIES	\$ 6,500.00
	602-49485-40C LAGOON R & M SERVICES	\$ 3,000.00
602-49485-50C LAGOON CAPITAL	\$ -	
Sludge Disposal	602-49486-22C SLUDGE R & M SUPPLIES	\$ 500.00
	602-49486-30C SLUDGE PROFESSIONAL SERVICE	\$ 30,346.80
	602-49486-40C SLUDGE R & M SERVICE	\$ 56,000.00
Phos	602-49487-21C PHOS OPER SUPPLIES	\$ 160,000.00
	602-49487-40C PHOS R & M SERVICE	\$ 40,500.00

TOTAL \$ 1,959,956.77

• More 5/8" Meters & RF's (1/2 of \$13,000)  
 PS\* 2nd Ave lift station upgrade panel, piping, pumps, rail system 40,000  
**Future**  
 PS\* Ind lift station upgrade panel, piping, pumps, rail system 40,000  
 PS\*LIFTSTATION 20K/YR

If PeopleService maint funds annual amt is over (Dept Specific)

• Lab work \$1,000  
 • PFAS testing \$1,000  
 • 55% PeopleServ 4.0% inr (291,468\*.55)  
 \* increase PS maint budget to 30,000 (12,000\*.55)  
 • Automation & Cyber Sec annual fees (80% of \$6,038.00)  
 • SCADA Control annual fees (80% of \$1450)

3\* PS - replace wiring Clarifiers 1 & 2 (3,500)  
 PS - drain, clean, inspect clarifiers 1 & 2 (5,000)  
 PS - drain, clean, inspect clarifiers 3 (3,000)  
 PS - replace clarifier panels 1 & 2(6,000?)  
 PS - blower inspection (7,000)

SPRAY WEEDS AT POND

Amount needed to cover PFA required reserve Per Steve Lafontaine, Flows = Plant Eff. PFA will mail out remainders approx Feb of each year. Flow will be based on prior city FY.

PeopleService maintenance funds if annual amount is exceeded (Dept Specific)

• 10% PeopleServ (291,468\*.10)  
 \* increase PS maint budget to 30,000 (12,000\*.10)  
 • \$3,000 Ground Water Monitoring wells testing

1\*PS -replace ferric room conduit 28,000  
 1\*PS - replace ferric pump 4,000  
 1\*PS - replace ferric room exhaust fan 7,000  
 1\*PS - replace ferric load lines 1,500

PeopleServ 4.0% inr (291,468\*10%)  
 \*\* increase PS maint budget to 30,000 (12,000\*.10)

# CITY OF PELICAN RAPIDS

## Bill Listing CITY 1112624

<u>Vendor Name</u>	<u>Comments</u>	<u>Amount</u>
APEX ENGINEERING GROUP	PINEWOOD ESTATES PROJECT	\$63,904.66
ARVIG	ALL; COMMUNICATIONS	\$1,178.47
BALLARD REPAIR LLC	FD; BATTERIES ENG 2	\$508.60
BELL BANK CREDIT CARD	PD; INTERVIEW SUPPLIES	\$94.92
CNA SURETY	CLK; ADMIN; BOND INS	\$400.00
GALLS	PD; UNIFORMS	\$86.15
GAMETIME	PK; SWINGSET THOMPSON PARK	\$11,582.82
GPNG	ALL; UTILITIES	\$935.14
GREAT PLAINS FIRE	FD; TURN OUT GEAR	\$3,274.00
IN CONTROL INC	WTR, SWR; QUARTERLY FEE	\$1,866.00
KREKELBERG LAW FIRM CITY	CH; LIB; LEGAL	\$195.00
LAKELAND GEN STORE	FD; RV ANTIFREEZE	\$24.95
LEAGUE OF MN CITIES	CH; EDUCATION	\$30.00
LINDE GAS & EQUIPMENT INC	STR; LEASE GAS CYLINDER	\$443.36
LOCATORS AND SUPPLIES, INC	STR; MEASURING WHEEL	\$57.99
LREC	SIGN; UTILITIES	\$137.68
MID STATE WIRELESS	STR; CIVIL DEFENSE SYSTEM	\$337.50
MINN KOTA	CLK; SEC DOC DISTRUCTION	\$47.20
MN DEPT OF HEALTH	WTR; QRTLY CONNECTION FEE	\$1,861.00
MN STATE FIRE CHIEFS ASSN	FD; 2025 MEMBERSHIP	\$160.00
MR PLUMBER, LLC	HCH; STR PROJECT	\$4,038.99
MR SIGN COMPANY, INC	STR; SIGNS	\$129.80
MSFDA	FD; 2025 DUES	\$290.00
NAPA	STR; BATTERIES	\$608.49
NETWORK CENTER, INC	ALL; COMP SERVICE	\$114.00
NORTHWEST FIREFIGHTERS ASSOC	FD; 2025 DUES	\$50.00
OK TIRE CRM	PD; OIL CHANGE	\$83.95
OTC SOLID WASTE	HCH; SCRAP METAL CLEANUP	\$56.00
OTTERTAIL POWER	ALL; UTILITIES	\$45.62
PELICAN RAPIDS PRESS	CH; 3 YR SUBSCRIPTION	\$183.00
PEOPLESERVICE, INC	WWTF; MONTHLY SERVICE	\$23,355.00
RMB ENVIRONMENTAL LABORATORIES	WCT; LAB TESTING	\$1,408.66
SUPER SEPTIC INC	SWR; BIOSOLIDS HAULING	\$16,622.45
SWANSONS REPAIR INC	FD; TK AND PUMP SERVICE	\$7,112.35
TEAM LABORATORY CHEMICAL	LAG; LIFT STATION CLNR MEGA BUG	\$2,532.50
TEDDER INDUSTRIES LLC	PD; HOLSTER EQUIP	\$590.23
TODD QUAINANCE	PD; MILEAGE & MEALS	\$311.46
VERIZON WIRELESS	PD; JET PACKS	\$120.03

**TOTAL: \$144,777.97**



Date: November 13, 2024

To: City of Pelican Rapids

From: Dennis Dalager, Calvin Miller, Operators

O & M Report: October 2024

### **Water Operation & Maintenance**

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- Well sequence has been changed.
- Well #15 has been taken offline due to lack of production. Looking into pricing for possible issues of well problems.
- Changed chlorine tanks as needed.
- Completed work orders.
- Fluoride report recorded and sent to MDH.

### **Wastewater Operation & Maintenance**

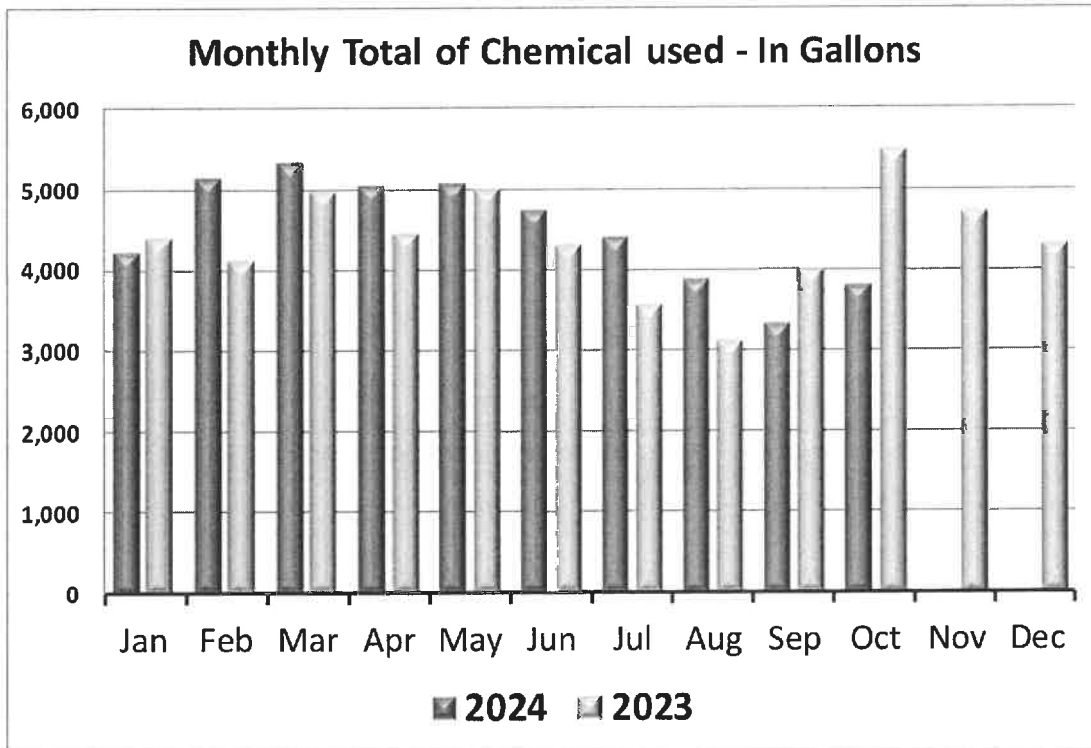
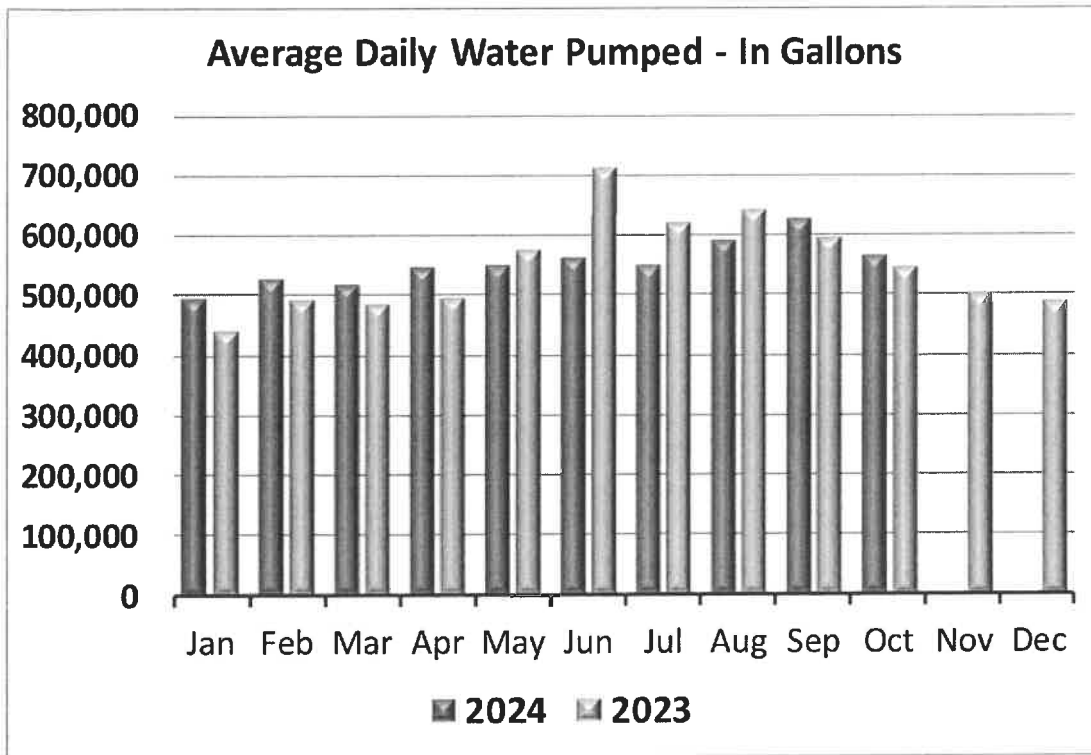
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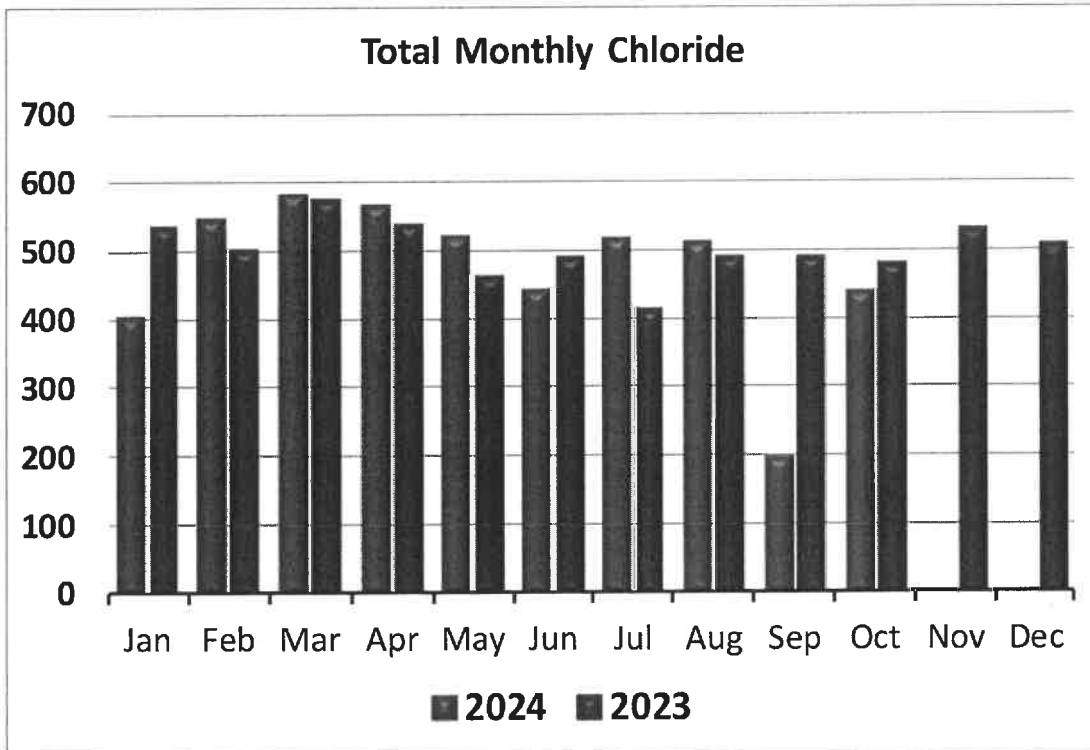
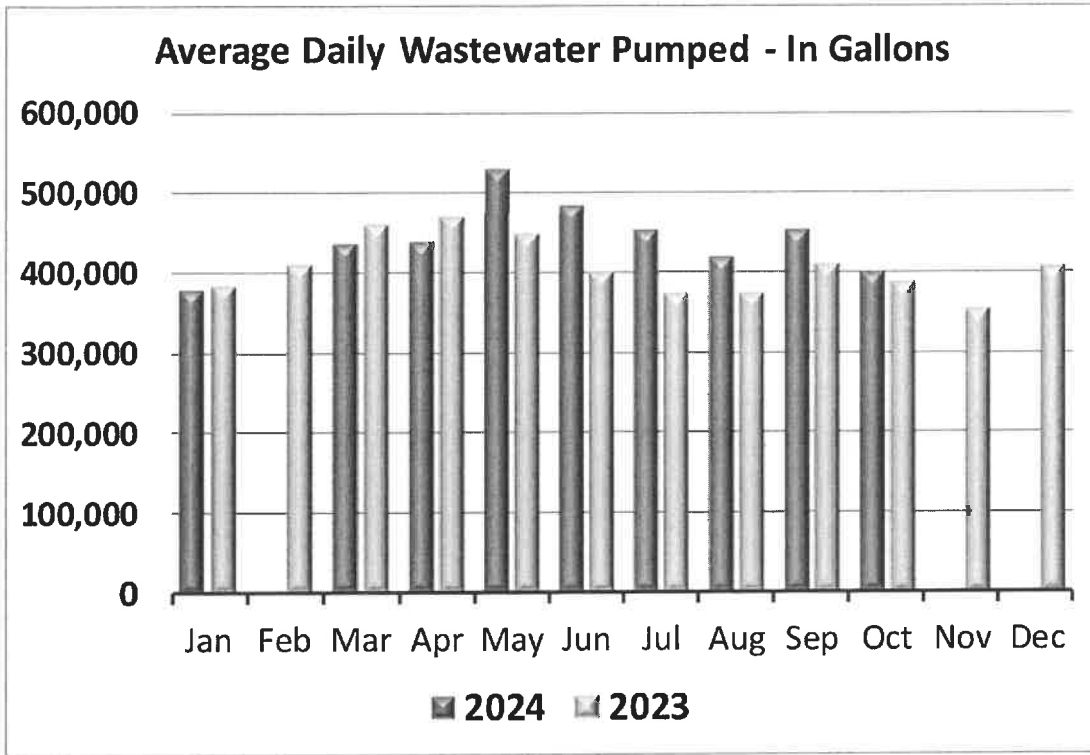
- Daily and weekly samples taken for our records and sent in for RMB tests as well.
- DMR completed.
- Bio-solids have been hauled as much as possible. The tank only went down to 5.3 feet.
- Talked with Terry from Team Labs about thicker solids than usual in the digesters and he recommended adding enzymes to both digesters along with continuing to add bugs. Eventually, this will go into the biosolids tank and hopefully thin the solids as well.
- Work orders have been completed.
- The exhaust fan in the pre-treatment building was not working. A new one is on order.
- The Effluent sampler had to be replaced it was beyond repair.

# PeopleService<sup>INC.</sup>

Water & Wastewater Professionals

		October-24	September-24	October-23
<b>Water</b>				
	<b>Units</b>			
<b>Average Daily Pumped</b>	gallons	567,258	628,000	548,064
<b>Maximum Daily Pumped</b>	gallons	852,000	973,000	708,000
<b>Total Monthly Pumped</b>	gallons	17,585,000	18,864,000	16,990,000
<b>Average Daily Fluoride Conc.</b>	mg/L	0.54	0.74	0.55
<b>Fluoride used</b>	gallons	157.00	305.00	127.00
<b>Total Chlorine Residual</b>	mg/L	0.27	0.51	1.03
<b>Chlorine used</b>	lbs	541.00	644.00	444.00
<b>Phosphorus</b>				
<b>Phos Influent</b>	mg/L	9	10	9
<b>Phos Effluent</b>	mg/L	0.60	0.60	0.60
<b>Phos Effluent Permit Limit</b>	mg/L	1	1	1
<b>Phos Effluent Loading</b>	kg/YTD	119.00	318.10	0.00
<b>Phos Effluent Loading Permit Limit</b>	kg/YTD	1,257.60	1,257.60	1,257.60
<b>Chemical Used</b>	gallons	3,784.00	3,317.00	5,468.00
<b>Total Chloride</b>	mg/L	437.00	196.00	481.00
<b>Effluent Flow</b>				
<b>Average Daily</b>	gallons	400,000	453,000	390,000
<b>Maximum Daily</b>	gallons	543,000	568,000	477,000
<b>Total Monthly</b>	gallons	12,401,000	13,577,000	12,102,000
<b>Precipitation Monthly Total</b>	Inches	0.80	0.25	2.41
<b>Contract True-Ups - Current Contract Year</b>				
<b>Item</b>	<b>Budgeted Amount</b>	<b>Amount Spent</b>	<b>% of Budget</b>	<b>% of Time</b>
<b>Maintenance Budget</b>	\$18,634.00	\$22,577.00	121%	83%
<b>Total</b>	\$18,634.00	\$22,577.00	121%	83%





CITY OF PELICAN RAPIDS

CITY LIQUOR STORE - Bill Listing 11/26/24

<u>Vendor Name</u>	<u>Comments</u>	<u>Amount</u>
ARVIG	COMMUNICATION	\$175.57
BERGSETH BROS. CO. INC	BEER	\$5,555.85
BEVERAGE WHOLESALERS, INC	BEER	\$5,061.15
BREAKTHRU BEVERAGE	LIQUOR/WINE	\$2,954.45
DS BEVERAGES, INC	BEER	\$1,003.70
ELECTRO WATCHMAN INC	SECURITY SYSTEM	\$450.33
GPNG	UTILITIES	\$24.70
MCKINNON CO. INC	POP/MIX	\$126.00
SOUTHERN GLAZERS	LIQUOR/WINE	\$2,013.05
		<b>TOTAL: \$17,364.80</b>



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737



**Q-638621-45615.928CS**

Issued: 11/19/2024

Quote Expiration: 12/27/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 108849

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Pelican Rapids Police Dept. - MN 315 N Broadway Pelican Rapids, MN 56572-4113 USA	Pelican Rapids Police Dept. - MN 315 N Broadway Pelican Rapids MN 56572-4113 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Todd Quaintance Phone: 218-863-1351 Email: prchief@loretel.net Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$21,716.80</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$21,716.80</b>

**Discount Summary**

Average Savings Per Year	\$1,849.56
<b>TOTAL SAVINGS</b>	<b>\$9,247.80</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Feb 2025	\$2,171.68	\$0.00	\$2,171.68
Feb 2026	\$4,886.28	\$0.00	\$4,886.28
Feb 2027	\$4,886.28	\$0.00	\$4,886.28
Feb 2028	\$4,886.28	\$0.00	\$4,886.28
Feb 2029	\$4,886.28	\$0.00	\$4,886.28
<b>Total</b>	<b>\$21,716.80</b>	<b>\$0.00</b>	<b>\$21,716.80</b>

**OTTER TAIL COUNTY**  
**HAZARD MITIGATION PROJECT ASSISTANCE PROGRAM**  
**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Otter Tail County, a public body corporate and politic (the "County"), and the City of Pelican Rapids, a political subdivision of the State of Minnesota (the "Grantee").

**WHEREAS**, the County established the Hazard Mitigation Project Assistance Program (the "Program") to eliminate or reduce the long-term risk to human life and property resulting from severe winter and summer storms; and

**WHEREAS**, the Grantee submitted an application for a Hazard Mitigation Project Assistance Grant (the "Application") and will use the grant funds made available under this Agreement to help fund the project identified in Attachment A (the "Project"); and

**WHEREAS**, the County has concluded that the Grantee has the necessary expertise, skill and ability to successfully complete the Project and that the Project is in the best interests of the County and will positively contribute to meeting the goals of the Program; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreement contained herein, the County and the Grantee agree as follows:

**ARTICLE I: TERMS OF GRANT**

1.01 Grant Amount: The County agrees to provide a grant to the Grantee in the amount of up to thirty-two thousand, one hundred forty-eight dollars and eighty cents (\$32,148.80) (the "Grant") from the Program upon the terms and conditions and for the purposes set forth in this Agreement.

1.02 Match Requirement: The Grantee shall match the total Grant amount received from the County based upon the expenditure of one dollar (\$1.00) of Grantee funds for each two dollars (\$2.00) of Grant funding ("Matching Funds"). Such Matching Funds shall (a) constitute the actual expenditure of Grantee funds on the Project described in Attachment A and not "in kind" contributions. The source and amount of Matching Funds shall be identified by the Grantee in the Reimbursement Request, as described in Section 1.05.

1.03 Use of Funds: The Grantee agrees to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the County, is contained in Attachment A.

1.04 Grant Term: The Project shall be completed in a timely manner and all Grant funds will be expended upon six (6) months of the date of this Agreement.

1.05 Disbursement of Grant Funds: The County will make a one-time disbursement of Grant funds in response to a written reimbursement request ("Reimbursement Request") submitted to the County by the Grantee upon forms provided by the County and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds.

1.06 Release of Unused Grant Funds: Upon the earlier of (a) Completion of the Project or (b) the End Date (the "Grant Release Date"), any Grant funds not previously disbursed to the Grantee for any reason shall be automatically released from the terms of this Agreement.

## **ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS**

2.01 Accounting and Records: The Grantee agrees to accurately and completely establish and maintain detailed accounts and records relating to the receipt and expenditure of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Release Date. Such financial records shall sufficiently evidence the nature and expenditure of all Match Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 Report Requirements: The Grantee shall periodically report to the County regarding the status of Project activities and the expenditures of the Grant funds. Reports are due at 3 months and 6 months, as defined in Section 1.04. A final report is due six (6) months following the Grant Release Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

2.03 Public Bidding: The Grantee, in the expenditure of Grant funds, shall always comply with the requirements of Minnesota Statutes, §§469.015 and 471.345.

## **ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES**

3.01 Authority: Grantee warrants that it is duly organized under applicable laws of the State of Minnesota and that it has authority to execute, deliver, and perform its obligations under this Agreement.

3.02 Use of Grant Funds: Grantee warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof.

3.03 Project Site Acknowledgements: The Grantee shall acknowledge the assistance provided by Otter Tail County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by the Otter Tail County Hazard Mitigation Project Assistance Program and support from Otter Tail County."

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the County, which said consent may be withheld at the County's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: Grantee shall defend, hold harmless and indemnify the County and its elected and appointed officials, officers, agents and employees from and against all claims, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified, or held harmless. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the County of any immunities provided by applicable State law.

3.06 General Liability: Grantee shall maintain general liability with contractual liability coverage in the amount of Otter Tail County's tort liability limits as set for in Minnesota Statute 466.04. The minimum limits should be

- \$1.5 million each occurrence
- \$3 million general aggregate
- \$3 million products and completed operations aggregate

Grantee shall name Otter Tail County as an additional insured and shall contain a waiver of subrogation provision against Provider, and to be so written that the insurers shall have no claim or recourse of any kind against Provider.

#### **ARTICLE IV: DEFAULT AND REMEDIES**

4.01 Default Defined: The term "Default" shall mean, whenever it is used in this Agreement (a) any failure by the Grantee to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder or (b) any material breach of any representation set forth herein.

4.02 Remedies: Whenever a Default occurs, the County may immediately, without notice, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of a Default, but only if the alleged Default has not been cured within said thirty (30) days or, if the alleged Default cannot be cured within said thirty (30) days, within such time as is reasonably determined by the County as necessary to cure (assuming Grantee diligently pursues such cure), the County may (a) terminate this Agreement by written notice, upon which all non-disbursed Grant Funds shall be released, and/or (b) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.04 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the County, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## **ARTICLE 5: GENERAL PROVISIONS**

5.01 Amendments: The County and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the County and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the County pursuant to this Agreement shall be directed to:

Otter Tail County Emergency Management  
Attn: Patrick Waletzko, Emergency Manager  
520 W Fir Avenue  
Fergus Falls, MN 56537

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

City of Pelican Rapids  
Attn:  
Address:  
City State Zip:

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the County represent and warrant on the Grantee's and the County's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the County's behalf respectively and that this Agreement constitutes the Grantee's and the County's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity or content of this Agreement.

IN WITNESS WHEREOF, the Grantee and the County have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the County.

County: Otter Tail County

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Grantee:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT A**

Project Name: City of Pelican Rapids Outdoor Warning Sirens	
Location: City of Pelican Rapids	
Project Description:  <ol style="list-style-type: none"> <li>1) Replace the outdoor warning siren in the south end of town.</li> <li>2) Install an outdoor warning system on the north end of town to serve residents of the area, including a mobile home park and nearby apartment complexes.</li> <li>3) Both outdoor warning sirens will have a backup power source and be controlled by the County's remote activation system.</li> </ol>	
Project Activities:	Budget
1. Purchase and replace one (1) existing outdoor warning siren.	\$16,074.40
2. Purchase and install one (1) new outdoor warning siren.	\$16,074.40
Total	\$32,148.80
Funding Sources:	Amounts
City of Pelican Rapids	\$16,074.40
Total	\$16,074.40



In Control, Inc.  
5301 E River Rd, Suite 108  
Fridley, MN 55421

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## PROPOSAL # QM24111902-01

**To:** City of Pelican Rapids

**Date:** November 19, 2024

**From:** Jeff Iverson

**Valid:** 30 days

**Page:** 1 of 5

**Attn:** Lance Roisum – City Administrator

**Re:** Automation & Cybersecurity Service Plan Renewal

In Control presents our proposal for recurring inspection, testing, and maintenance services under our **Automation & Cybersecurity Service Plan**. Public water and wastewater systems rely on an increasingly complex array of Operational Technology (OT), including Programmable Logic Controllers (PLC), Operator Interface Terminals (OIT), Supervisory Control and Data Acquisition (SCADA) systems, and cellular and radio telemetry communications. These industrial control systems provide critical functions in water and wastewater treatment systems, ensuring processes are safe, reliable, and of the highest quality.

Regular inspection, testing, and maintenance of your control system improves its reliability and longevity, reduces the need for emergency service, and ensures quality operation. A well-maintained system often lasts twenty or more years. As the total replacement value of the engineering and components that make up the control system of a water and wastewater utility run into millions of dollars, regular preventative maintenance reduces long-term operating and capital replacement expense. This service plan provides the regular on-site and remote inspection and testing necessary to maintain your control system and inform planning and budgeting for future upgrades and investments.

Cybersecurity threats have increased in recent years. Criminals and nation-state-affiliated hackers are attacking water and wastewater utilities as vulnerable, poorly defended targets. Implementing and maintaining basic cybersecurity defenses will help prevent, detect, respond, and recover from these cyber incidents. This service plan provides multi-factor authentication to ensure account security, encrypts all remote access and logs all network activity to address data security, maintains an OT asset inventory and network map to address device security, and makes regular backups of all SCADA, PLC, OIT, and communication devices, which are necessary for recovering quickly after a cyberattack. Recognizing the importance of cybersecurity, In Control voluntarily underwent the Environmental Protection Agency's (EPA) Cybersecurity Evaluation Program, ensuring our controls engineering practices align with EPA and the Department of Homeland Security's recommendations.

By providing this regular inspection, testing, and maintenance, our **Automation & Cybersecurity Service Plan safeguards the long-term system integrity of your critical infrastructure.**



## Proposed Ongoing Services

### A. Industrial Control Panels - Inspection, Testing, and Maintenance - Annual On-Site

1. Visually inspect control panels and radios for abnormalities (frayed wires, moisture, seals, alarms)
2. Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
3. Check PLC diagnostic information for errors and low battery conditions.
4. Verify electrical schematics are present and are up to date.
5. Test critical alarms including communication-fail alarms.
6. Vacuum enclosure, lube hinges, and check pilot light function.
7. Backup Programmable Logic Controller (PLC) and Operator Interface Terminals (OIT) programs.
8. Review spares inventory condition and count.

### B. SCADA Workstations – Inspection, Testing, and Maintenance - Semi-Annual Off-Site

1. Review computer error logs, database size, resource utilization, and available storage space.
2. Load test operation of Uninterruptible Power Supply (UPS) and check for alarms.
3. Test remote alarming, remote access, and backup hardware alarm dialer.
4. Verify on-demand report generation.
5. Apply approved Windows updates for the existing operating system.
6. Backup SCADA programs and configurations for switches, firewalls, VOIP dialers, and other devices.
7. Power down, clean, check computer hardware, fans, and filters for function (annual on-site only).

### C. Cybersecurity & Software Assurance – Ongoing Services

1. Check firewall firmware, logs, and install required security updates semi-annually.
2. Unified Threat Management (UTM) system including:
  - a. URL filtering, Intrusion Prevention System (IPS), and Gateway Antivirus (GAV).
  - b. DNS Filtering – Detects and blocks dangerous connections using DNS-level filtering.
  - c. Extended Detection & Response – Identifies and isolates infected computers on the network.
  - d. Cloud Data Retention – Monitoring and one year retention of all network activity logs.
3. Secure Remote Access through a VPN and Multi-factor Authentication Service:
  - a. Virtual Private Network (VPN) – Limit remote connections to IPSec and/or SSL encryption.
  - b. Multi-Factor Authentication – Verify all remote connections with a second means of authentication through a separate smartphone application.
  - c. Provide user administration support as requested, including creating and removing user accounts, resetting passwords, and supporting multifactor authentication and remote access.
4. Renew licensing for covered subscription software.
5. Conduct an annual **EPA Cybersecurity Assessment**, complying with state and federal regulatory requirements for public water and wastewater systems.

### D. Controls System Planning Meeting – Annual meeting with Controls Engineer to develop and review multi-year control system and cybersecurity defense posture.

### E. Five-Year Extended Warranty – Extends In Control's warranty term to five years for controls engineering services and equipment purchased under a separate contract with In Control. This extension only applies to UL-listed industrial control panels and SCADA computer equipment that was provided by In Control and is still within the first twelve months of its original warranty. This extended warranty remains in effect so long as this Automation & Cybersecurity Service Plan remains in place.

### F. Discounted Engineering – Discount on In Control's current Rate Schedule for all scheduled, unscheduled, or emergency service calls. On January 1, 2025 this discount increases from 5% to 10%.

**G. Scope of Automation & Cybersecurity Service Plan** - Ongoing services, maintenance inspections, and warranty coverages apply only to these named control panels and devices:

**Control System Components Covered**

Main Facility Control Panels

1. WWTP Supervisory Control Panel
2. WWTP Blower Control Panel
3. WWTP RAS Control Panel
4. WWTP Bio Solids Control Panel
5. WWTP Lagoon Control Panel
6. WWTP Aerated Pond Bypass Control Panel
7. WWTP Pre Treatment Control Panel Raw Water Station Panel
8. WTP Supervisory Control Panel
9. WTP Filter Control Panel

Remote Site Control Panels

1. Well 7 Control Panel
2. Well 8&9 Control Panel
3. Well 13 Control Panel
4. Well 15 Control Panel

SCADA Computer, Servers, and other Significant Network Equipment

1. WWTP SCADA Computer

Cybersecurity Devices (Firewalls)

1. WWTP Firewall – WatchGuard Firebox T20
2. WTP Firewall – WatchGuard Firebox T20

**Recurring Software and Services Provided**

1. WatchGuard Total Security Suite
  - a. Firebox T-20 (Qty: 2)
2. AuthPoint Multi-Factor Authentication (Up to 5 users)
3. RealVNC Remote Access (Qty: 1 licenses)

**Agreement Duration & Invoicing** – Plan coverage begins on the Term Start Date and automatically renews each year. Invoices will be due Net 30 and submitted on a quarterly basis at the beginning of the period. Plan may be terminated in writing at any time with 14 days' notice.

Renewal Start Date\*: 12/1/2024

Next Renewal Date: 10/1/2025

\* Plan renewal date is on the first of a calendar quarter. For agreements where the Plan Start Date is before the first of a quarter, a partial invoice will be submitted for the partial quarter.

# Proposal Summary

**Automation & Cybersecurity Service Plan Renewal** – Provides maintenance, cybersecurity, and extended warranty coverage for identified Control Panels, SCADA Computers, Cybersecurity Devices, and recurring software and services. Pricing excludes sales and use taxes.

Automation & Cybersecurity Service Plan \$ 10,187.00 (annualized cost)

Invoice Date	Amount	Coverage Period	
12/1/2024	\$ 849.00	12/1/2024	12/31/2024
1/1/2025	\$ 2,546.75	1/1/2025	3/31/2025
4/1/2025	\$ 2,546.75	4/1/2025	6/30/2025
7/1/2025	\$ 2,546.75	7/1/2025	9/30/2025
10/1/2025	Renewal		
<b>Term Total:</b>	<b>\$ 8,489.25</b>		

Thank you in advance for the consideration of our offer and for the opportunity to work together. This proposal is valid for thirty (30) days. Should you have any questions regarding this proposal, please contact me directly at your convenience.

Best Regards,

**Jeff Iverson**  
Sr Technical Sales Engineer  
Mobile: 612.802.8875  
Office: 763.783.9500 x3001  
E-Mail: jeff.iverson@incontrol.net

**AUTOMATIC RENEWAL:** This Service Plan automatically renews on the Renewal Start Date listed above. This proposal provides final scope and pricing for the coming annual term. Please reach out with any questions. Thank you!

**Proposal Number: QM24111902-01**

## Service Plan Terms and Conditions of Sale

- 1. ENTIRE AGREEMENT** – These Service Plan Terms and Conditions of Sale (“Terms”) govern the Automation Service Plan Services (“Services”) that In Control, Inc. (“In Control”) will provide to Purchaser pursuant to In Control’s Proposal attached hereto (“Proposal”). The Proposal, along with these Terms, constitute the sole and entire agreement between the parties with respect to the Services (the “Agreement”). This Agreement supersedes all prior understandings, discussions, representations, and warranties, both written and oral, regarding the Services. No change or modification to this Agreement is effective unless in writing and signed by each party.
- 2. TERMINATION** – Either party may terminate this Agreement for cause if the other party (i) materially breaches this Agreement; (ii) becomes insolvent or admits its inability to pay its bills as they become due; or (iii) files for or is forced into a bankruptcy, receivership, or liquidation. The party seeking to terminate this Agreement for cause will give the other party fourteen (14) days’ written notice and the other party will have 14 days to cure the stated default(s). If Purchaser desires to terminate this Agreement for its own convenience during the term of this Agreement, Purchaser may do so, provided that Purchaser gives In Control thirty (30) days’ prior written notice and pays In Control for all (i) Services performed before the termination date, prorated to the termination date using the annual cost plan amount set forth in the Proposal, and (ii) reimbursable expenses incurred before the termination date.
- 3. ATTORNEYS’ FEES** - If either party files a lawsuit to enforce this Agreement, the prevailing party in such lawsuit will be entitled to recover from the other party its reasonable attorneys’ fees, costs, and expenses incurred in connection with such lawsuit, as well as any appeal or enforcement of any judgment arising from the lawsuit.
- 4. INDEMNIFICATION / INSURANCE** - Purchaser will defend, indemnify, and hold harmless In Control from and against all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys’ fees, costs and expenses, arising out of or relating to goods or services not provided by In Control pursuant to this Agreement. These obligations include, but are not limited to, all product liability, personal injury, death, or property damage claims. These obligations will survive the expiration or termination of this Agreement. Each party is responsible for obtaining and maintaining appropriate insurance coverages and endorsements necessary to ensure the provisions of this paragraph and other insurable obligations under this Agreement while the Services are being performed and for a reasonable time thereafter.
- 5. WAIVER OF CONSEQUENTIAL DAMAGES / LIMITATION OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power incurred by Purchaser as a result of In Control’s Services. Unless otherwise expressly set forth in the Proposal, In Control will not accept any liquidated damages. Furthermore, in no event will In Control’s total liability arising out of this Agreement exceed two (2) times the aggregate amount of all payments made by Purchaser to In Control for the Services under this Agreement.
- 6. FORCE MAJEURE** – The parties agree that In Control will not be responsible or liable for any failure or delay in the performance of its Services arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes, acts of nature, and interruptions of utilities, communications or computer services, or other incidents shown to be outside of In Control’s control (each a “Force Majeure Event”). In Control agrees, however, to use all commercially reasonable efforts to mitigate a Force Majeure Event and resume performance of the Services as soon as practicable under the circumstances.
- 7. WARRANTY** – In Control warrants that the Services will be of good quality, free from defects in material and workmanship, will conform to the specifications and drawings, and be suitable for their intended purpose. In Control will correct, at its own cost, any Services discovered within twelve (12) months of being performed to not be in compliance with these warranties. In Control reserves the right to terminate any warranty should Purchaser’s account be in arrears for more than thirty-one (31) days. Purchaser agrees that In Control’s warranties do not apply to and Purchaser will be responsible for paying In Control’s standard rates for any repair Services In Control performs as a result of damages, delays, or interruptions caused by: (i) reasonable wear and tear; (ii) pre-existing conditions at site; (iii) accidental damage caused by Purchaser; (iv) intentional damage, misuse, or abuse caused by Purchaser or a third-party; or (v) any Force Majeure Event.
- 8. ESCALATION** – This Agreement is conditioned upon the ability of In Control to complete the Services at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Agreement, unable to complete the Services at the present prices and wages, then In Control’s compensation will be equitably adjusted by change order to compensate In Control for significant price increases. A significant price increase is defined as a change of ten percent (10%) or more for a Service item between the date of the Proposal and the date the Services are performed.
- 9. PAYMENT TERMS** - The payment terms are net thirty (30) days upon invoice receipt. Any balance remaining over thirty-one (31) days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Should a payment default occur, In Control reserves the right to stop all Services, including but not limited to startup of equipment, and terminate any existing warranty. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
- 10. NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
- 11. REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.
- 12. RELATIONSHIP OF PARTIES** – The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.



# 2024 SEWER FUND BUDGET

Sewer Fund =		2025 SEWER BUDGET
602	<b><u>RECEIPTS</u></b>	
602-33400	STATE GRANTS	\$ -
602-35000	PENALTIES	\$ 3,000.00
602-36210	INTEREST	\$ 150.00
602-37100	SALES	\$ 1,881,106.77
602-37125	SALE OF SERVICE	\$ 100.00
602-37150	CONNECTION FEES	\$ 100.00
602-37165	SALES OTHER CUSTOMERS	\$ 75,000.00
602-37510	SPECIAL ASSESSMENT-CITY	\$ -
602-37520	SPECIAL ASSESSMENT-COUNTY	\$ 500.00
602-39102	PRJ 90	\$ -
	BONDS ISSUED	\$ -
602-33170	WWTF PRJ 79 PFA LOAN	\$ -
602-34766	REFUNDS & REIMBURSEMENTS	\$ -
	ARP FUNDS	\$ -
	INVESTMENTS SOLD	\$ -
602-39203	TRANSFERS	
602-39370	PFA CONSTRUCTION ACCT	
	<b>TOTAL</b>	<b>\$ 1,959,956.77</b>

		2025 SEWER BUDGET	
	<b><u>EXPENSES</u></b>		
Administrative	602-41110-100	COUNCIL	\$ 2,750.00
	602-41110-120	COUNCIL PENSIONS	\$ 40.00
	602-41110-122	FICA	\$ 215.00
	602-41305-100	MAYOR	\$ 900.00
	602-41305-122	FICA	\$ 70.00
	602-41540-301	AUDIT	\$ 3,400.00
	602-41600-304	LEGAL PROFESSIONAL SERVICES	\$ 200.00
	602-41900-400	REPAIRS & MAINT SRV	\$ 15,300.00
ot Service	602-47000-601	WWTF DEBT SERVICE PHOS	\$ 324,000.00
	602-47000-602	NON FACILITY DEBT SERVICE	\$ 11,000.00
	602-47000-603	WWTF UPGRADE PROJ79 PRIN (14	\$ 382,000.00
	602-47000-611	WWTF INT PAY PHOS (75)	\$ 12,381.46
	602-47000-612	NON FACILITY INTEREST PAYMEI	\$ 810.00
	602-47000-613	WWTF UPGRADE PROJ79 INT (14 P	\$ 65,327.62
	602-47000-615	PFA DEBT SERV ACCT (90)	\$ 21,000.00

		<b>2025 SEWER BUDGET</b>
<b>Del</b>	<u><b>EXPENSES</b></u>	
	602-47000-618 PFA DEBT SERVICE PRIN (91) (2044	\$ 4,745.00
	602-47000-620 WWTF PAYING AGENT FEES	\$ 250.00
	602-47000-625 PFA DEBT SERVICE ACCT	\$ 3,630.00
	602-47000-628 PFA DEBT SERVICE INT (91) (2044)	\$ 22,152.29
602-47000-700 TRANSFER OUT	\$ 24,197.00	
<b>Collection System O&amp;M</b>	602-49200-470 REFUNDS AND REIMBURSEMENT	\$ 1,000.00
	602-49240-360 WWTF INSURANCE	\$ 30,000.00
	602-49450-100 WAGES	\$ 153,500.00
	602-49450-120 PENSIONS	\$ 12,000.00
	602-49450-122 FICA	\$ 12,000.00
	602-49450-130 MEDICAL INSURANCE	\$ 33,000.00
	602-49450-200 OFFICE SUPPLIES	\$ 7,197.00
	602-49450-208 EDUCATION	\$ 900.00
	602-49450-210 OPERATING SUPPLIES	\$ 3,000.00
	602-49450-220 REPAIR & MAINTENANCE SUPPLI	\$ 3,000.00
	602-49450-230 BANKING SERVICE CHARGES	\$ 1,000.00
	602-49450-231 CREDIT CARD SERVICE EXPENSE	\$ 8,000.00
	602-49450-300 PROFESSIONAL SERVICES	\$ 2,100.00
	602-49450-320 TELEPHONE	\$ 850.00
	602-49450-400 REPAIR& MAINTENANCE SERVICI	\$ 5,000.00
602-49450-433 DUES, FEES & SUBSCRIPTIONS	\$ -	
602-49450-500 CAPITAL OUTLAY	\$ 46,500.00	
<b>Wastewater Treatment O&amp;M</b>	602-49480-200 WWTF OFFICE SUPPLIES	\$ 50.00
	602-49480-210 WWTF OPERATING SUPPLIES	\$ 15,000.00
	602-49480-220 WWTF R&M SUPPLIES	\$ 4,000.00
	602-49480-300 WWTF PROFESSIONAL SERVICES	\$ 172,897.80
	602-49480-304 WWTF LEGAL PROF SERVICES	\$ -
	602-49480-320 WWTF COMMUNICATION	\$ 1,200.00
	602-49480-380 WWTF PUBLIC UTILITIES	\$ 95,000.00
	602-49480-400 WWTF R&M SERVICES	\$ 31,500.00
	602-49480-401 REPLACE & REPAIR RESERVE	\$ 75,000.00
	602-49480-433 DUES, FEES & SUBSCRIPTIONS	\$ 3,000.00
602-49480-500 WWTF CAPITAL	\$ -	
<b>Lagoon O&amp;M</b>	602-49485-200 LAGOON OFFICE SUPPLIES	\$ -
	602-49485-210 LAGOON OP. SUPPLIES	\$ 200.00
	602-49485-220 LAGOON R & M SUPPLIES	\$ 500.00
	602-49485-300 LAGOON-PROFESSIONAL; SERVIC	\$ 51,346.80
	602-49485-380 LAGOON-UTILITIES	\$ 6,500.00
	602-49485-400 LAGOON R & M SERVICES	\$ 3,000.00
602-49485-500 LAGOON CAPITAL	\$ -	

Proportion Disposal	<u>EXPENSES</u>		<b>2025 SEWER BUDGET</b>
		602-49486-220	SLUDGE R & M SUPPLIES
	602-49486-300	SLUDGE PROFESSIONAL SERVICE	\$ 30,346.80
	602-49486-400	SLUDGE R & M SERVICE	\$ 56,000.00
	602-49487-210	PHOS OPER SUPPLIES	\$ 160,000.00
	602-49487-400	PHOS R & M SERVICE	\$ 40,500.00
<b>TOTAL</b>			<b>\$ 1,959,956.77</b>

# 2025 WATER FUND BUDGET



ACCT #'S		\$0.00	2025 WATER BUDGET
	<u>RECEIPTS</u>		
601-34766	REFUNDS & REIMBURSEMENTS		\$0.00
601-35000	PENALTIES		\$4,000.00
601-36210	INTEREST		\$100.00
601-37100	SALES		\$795,093.00
601-37125	SALE OF SERVICE		\$2,000.00
601-37150	CONNECTION FEES		\$300.00
601-37165	OTHER SALES		\$1,000.00
601-37175	METER DEPOSITS		\$100.00
601-37510	SPECIAL ASSESSMENT-CITY		\$0.00
601-37520	SPECIAL ASSESSMENT-COUNTY		\$2,000.00
601-37530	90 CSAH 96 & 100 PFA FUNDING		\$0.00
601-38000	WATER TOWER		\$22,955.00
601-39101	SALE OF ASSET		\$0.00
	INVESTMENTS SOLD		\$0.00
601-39203	TRANSFERS FROM OTHER FUNDS		\$0.00
601-39300	BOND PROCEEDS		\$0.00
	TOTAL		<u>\$827,548.00</u>
	<u>EXPENSES</u>		
601-41110-100	COUNCIL WAGES		\$2,750.00
601-41110-120	COUNCIL PENSIONS		\$40.00
601-41110-122	FICA		\$215.00
601-41305-100	MAYOR WAGES		\$900.00
601-41305-120	MAYOR PENSIONS		\$0.00
601-41305-122	FICA		\$70.00
601-41540-301	AUDIT		\$4,000.00
601-41600-304	LEGAL		\$0.00
601-41600-305	LEGAL - EMPLOYEE RELATIONS		\$0.00
601-47000-600	DEBT SERVICE ON BONDS		\$100,000.00
601-47000-610	INTEREST PAYMENTS		\$11,368.00
601-47000-615	PFA DEBT SERVICE PRIN (90) (2040)		\$27,000.00
601-47000-618	PFA DEBT SERVICE PRIN (91) (2044)		\$102,204.00
601-47000-620	PAYING AGENT FEES		\$650.00
601-47000-621	BOND DISCOUNT AMORTIZATION		\$0.00
601-47000-625	PFA DEBT SERVICE INT (90) (2040)		\$6,140.00
601-47000-628	PFA DEBT SERVICE INT (91) (2044)		\$64,133.00
601-47000-700	TRANSFERS OUT OF FUND		\$20,644.00
601-49200-401	BUILDING EXPENSE		\$0.00
601-49200-405	DEPRECIATION		\$0.00
601-49200-470	REFUNDS PAID-ST OF MN		\$7,500.00
601-49240-360	INSURANCE & BOND PREM		\$18,000.00
601-49401-200	FACILITIES OFFICE SUPPLIES		\$50.00
601-49401-210	FACILITIES OPERATING SUPPLIES		\$60,000.00
601-49401-220	FACILITIES R&M SUPPLIES		\$2,000.00
601-49401-300	PROFESSIONAL SERVICES		\$76,037.00
601-49401-320	COMMUNICATIONS		\$650.00
601-49401-380	FACILITIES PUBLIC UTILITIES		\$48,000.00
601-49401-400	FACILITIES R&M SERVICE		\$8,500.00
601-49401-433	DUES, FEES & SUBSCRIPTIONS		\$3,000.00
601-49401-500	FACILITIES CAPITAL OUTLAY		\$77,000.00

# 2025 WATER FUND BUDGET

ACCT #'S		2025 WATER BUDGET
	\$0.00	
601-49430-100	SALARIES	\$95,000.00
601-49430-105	OVERTIME	\$0.00
601-49430-120	PENSIONS	\$7,200.00
601-49430-122	FICA	\$7,300.00
601-49430-130	MEDICAL INSURANCE	\$21,000.00
601-49430-200	OFFICE SUPPLIES	\$7,197.00
601-49430-208	EDUCATION	\$900.00
601-49430-210	OPERATING SUPPLIES	\$2,500.00
601-49430-220	REPAIR & MAINTENANCE SUPPLIES	\$3,000.00
601-49430-230	BANK SERVICE CHARGES	\$1,000.00
601-49430-231	CREDIT CARD SERVICE EXPENSE	\$8,000.00
601-49430-300	PROFESSIONAL SERVICES	\$2,100.00
601-49430-320	COMMUNICATIONS	\$1,500.00
601-49430-331	TRAVEL	\$100.00
601-49430-400	REPAIR & MAINTENANCE SERVICE	\$5,500.00
601-49430-429	CHANGE	\$0.00
601-49430-433	DUES, FEES & SUBSCRIPTIONS	\$300.00
601-49430-500	CAPITAL OUTLAY	\$24,100.00
	TOTAL	<u>\$827,548.00</u>



**CITY OF PELICAN RAPIDS  
RESOLUTION NO. 2024-18  
A RESOLUTION TO SET WATER & SEWER RATES, FEES AND CHARGES**

**BE IT RESOLVED**, pursuant to City Code 401.04, Subd 3, the City Council of the City of Pelican Rapids has determined that the following changes be made to the sewer and water rates, fees and service charges effective January 1, 2025.

1. Each property owner pays a one-time Sanitary Sewer Connection fee of \$5.00 due when the connection is made.
2. Each property owner pays a one-time Water Connection fee of \$30.00 due when the connection is made.
3. Each property owner pays a one-time Iron Removal Assessment fee of \$100.00 due when the connection is made.
4. Each mobile home owner located in the mobile home park pays a one-time Deposit of \$50.00 due when the home is purchased.
5. Sales tax is applied to water consumption for Commercial users only.
6. 10% late fee will be added to bill if not paid by the 26<sup>th</sup> of the month.
7. Second shut-off notices will be delivered by the 28<sup>th</sup> of the month with a delivery fee of \$25.00
8. If shut-off due to non-payment, a charge of \$30.00 will be required before reconnection.
9. If payment does not go through bank, (NSF, closed account, etc.) a charge of \$30.00 will be added.

**WATER RATES:**

A monthly charge of \$.81 per month is collected for the Minnesota Department of Health. These funds collected by cities are forwarded to the MDH. The MDH uses these funds to cover the expenses involved with the testing of public water systems in the state.

Residential, Commercial and Industrial customers are billed a base rate of \$17.00 per meter, plus \$4.50 per 1,000 gallons of water used, per month, plus \$2.00 per unit per month after the first unit (i.e. apartments, hotels/motels/sleeping rooms, mixed use businesses, nursing homes, congregate care, etc.).

**SEWER RATES**

Residential and commercial customers are billed a base rate of \$17.00, plus \$5.85 per 1,000 gallons of water used.

Industrial customers are billed at the same rates as residential and commercial, except West Central Turkey whose base rate is \$88,000, and \$4.85 per 1,000 gallons of water used.

Sewer only customers are billed a rate of \$40.00 per month.

All other provisions of City Code Chapter Four, Water and Sewer, will remain unchanged and in-force.

Adopted by the City Council of the City of Pelican Rapids, County of Otter Tail, State of Minnesota this the 26<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Mayor Brent E. Frazier

ATTEST: \_\_\_\_\_  
City Clerk Danielle Harthun



**RESOLUTION NO. 2024-19**

**A RESOLUTION TO DESIGNATE THE POLLING PLACE FOR 2025**

**WHEREAS**, THE CITY COUNCIL OF PELICAN RAPIDS, MINNESOTA, pursuant to Minnesota Statute §204B.16 POLLING PLACES; DESIGNATION, is required by December 31 of each year to designate by ordinance or resolution a polling place for each election precinct. The polling places designated in the ordinance or resolution is the polling places for the following calendar year, unless a change is made.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PELICAN RAPIDS, MINNESOTA AS FOLLOWS:

The City of Pelican Rapids designates Pelican Rapids City Hall at 315 N Broadway, Pelican Rapids as the polling place for the 2025 Elections.

Passed by the City Council of Pelican Rapids, Minnesota this 26th day of November, 2024.

\_\_\_\_\_  
Brent E. Frazier, Mayor

Attested:

\_\_\_\_\_  
Danielle Harthun, City Clerk