



# PELICAN RAPIDS

## CITY COUNCIL AGENDA

December 6, 2024

Tuesday, December 10, 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 – November 26, 2024
  - b) Approval of Accounts Payable Listings
  - c) Staff Reports
    1. Financial Reports
  - d) 2025 Local Board of Review and Equalization
  - e) Gambling Permit – Pheasant Forever
  - f) 2025 License – Alan Johnson The Auto Connection – Outdoor Sales & Shad Hanson Mr. Plumber – Plumber Registration
5. Street Report – Brian Olson
6. Cola Increase
7. Street Vacation – Resolution No. 2024-20 (In Packet)
8. Leachate Contract (In Packet)
9. Administration of the Wetland Conservation Act – Resolution No. 2024-21 (In Packet)
10. Library Report (In Packet)
  - Hire Library Director
11. Administrative Contract with Otter Tail County HRA (In Packet)
12. Administrator Report
13. Mayor Report
14. TNT Public Hearing 6:00 p.m.
  - Approve General Fund Budget
15. Adjourn

# November 26, 2024 Council Meeting Minutes

## Call to Order

Mayor Frazier called the regular City Council meeting to order at 4:30 pm on Tuesday, November 26, 2024 in Council Chambers, City Hall.

## Roll Call of Members

Clerk-Treasurer Danielle 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, Police Chief Todd Quaintance, CEDA Rep Jordan Grossman.

General Attendance: Don Perrin, Doug Bruggeman and Kim Pederson from the Pelican Press

## Welcoming Remarks

Mayor Frazier welcomed everyone present and those joining via Zoom. He noted the meeting would be broadcast on the Pelican Rapids YouTube channel and on channel 14 on Wednesday evening.

## Announcements

Mayor Frazier announced upcoming events and meetings.

## Pledge of Allegiance

Mayor Frazier led those present in reciting the Pledge of Allegiance.

## Citizen's Comments

Mayor Frazier asked if anyone was present for citizen's comments not on the agenda. Seeing none, he moved on.

## Additions / Deletions to Agenda

Mayor Frazier proposed two additions:

No. 6a: 400 North Broadway (old water tower site)

No. 6b: Northwest Development Discussion

Strand moved to approve the agenda with the two additions, Markgraf seconded. Motion carried unanimously.

## Approval of Consent Agenda

Mayor Frazier read the consent agenda items:

- Approval of Council Minutes - November 12, 2024
- Approval of Accounts Payable Listings
- Staff Reports Utility and Liquor Store

Ballard moved to approve the consent agenda, Markgraf seconded. Motion carried unanimously.

## Peteyville Storage Request

Doug Bruggeman, founder of Peteyville, requested funds for a storage unit to consolidate Peteyville items currently stored in multiple locations. He requested \$3,700 for a shipping container to be used as storage.

Lance Roisum, City Administrator, noted there were unused funds from previously approved Peteyville projects that could potentially offset some of the cost.

Council members discussed the request and storage location at the sand/salt shed property. They noted Peteyville's positive impact on the community.

Strand moved to approve \$3,700 for Peteyville to purchase a shipping container for storage, Markgraf seconded. Motion carried unanimously.

## 2024 CEDA Year in Review

# November 26, 2024 Council Meeting Minutes

Jordan Grossman, Development Director, presented a review of CEDA's presence in Pelican Rapids for 2024:

- Revitalized the EDA and EDC. The EDC is now meeting monthly and has put out more money in 2024 than in the past 5-10 years.
- The EDC now offers a commercial rehab program and a small enterprise loan fund.
- The EDA now includes business owners and meets monthly to support business retention, revitalization, expansion and attraction.
- Progress on community center goal through the Bridge Center project. Over \$100,000 raised so far.
- Awarded \$948,750 Small Cities Development Program grant for commercial and residential rehab projects.
- Housing development progress through local realtor Mike Carlson's LLC building twin homes.
- New homeowner incentives introduced.
- New business incentives created.
- Increased digital engagement through Facebook and new city website.
- \$50,000 Downtown Facade Improvement Program launched.
- Total of \$1,250,000 in grants awarded in 2024.

Council members expressed appreciation for Grossman's work.

## 400 N Broadway

Jordan Grossman discussed the potential sale of city-owned property at 400 N Broadway (old water tower site):

- Currently zoned commercial
- Suggested listing at market rate of \$10,100
- Potential for mixed-use development
- Lot size approximately 130' x 145'
- Utilities available nearby

Council discussed property details and process for listing.

Markgraf moved to list the 400 N Broadway property for sale at \$10,100, Ballard seconded. Motion carried unanimously.

## NW Development Discussion

Jordan Grossman discussed plans to pursue infrastructure grant funding for residential development on city-owned land in northwest Pelican Rapids. She noted they are using planning dollars to look at utility extension options and possible housing types. The goal is to have a competitive application ready for spring 2025 grant opportunities.

## Utility Billing Dispute

This agenda item was not discussed, as the individual was not present.

## Pelican Rapids Police Department

### AXON/Taser Purchase

Police Chief Todd Quaintance presented a quote for new Taser devices to replace outdated models. He explained:

- Current X26 models are 4 generations old and parts are no longer available
- New Taser 10 models offer improved technology with 10 probes instead of 2
- 5-year agreement includes training cartridges, deployed cartridges, and battery replacements
- Total cost is \$3,171.68 for first year, with \$1,000 from training budget and \$1,200 from one-time funds

Council members discussed the necessity and benefits of the upgrade.

# November 26, 2024 Council Meeting Minutes

Markgraf moved to approve the Taser purchase as presented, Ballard seconded. Motion carried unanimously.

## Approve Grant With County

Chief Quaintance presented a grant agreement with Otter Tail County for two emergency sirens:

- Total project cost just over \$48,000
- County will reimburse about \$32,000
- City portion about \$16,000
- Will relocate siren from old water tower site and upgrade siren by school

Strand moved to approve the grant agreement with Otter Tail County for emergency sirens, Ballard seconded. Motion carried unanimously.

## Library/Council Board Member Discussion

The council discussed whether to continue having a council member serve on the library board.

Kevin Ballard, current council representative, suggested the council member with the library in their portfolio should serve on the board to improve communication.

Strand moved to have an appointed council member serve on the library board, Ballard seconded. Motion carried unanimously.

## In Control Proposal

Lance Roisum presented a revised proposal from In Control for SCADA system service:

- Original proposal was \$10,187 for 2025, a 36% increase
- Negotiated to \$8,825.52 for 2025
- Will increase to \$10,187 in 2026
- Contract renewed January 1st instead of October 1st

Foster moved to approve the revised In Control proposal, Strand seconded. Motion carried unanimously.

## Sewer Budget

Danielle Harthun presented the proposed 2025 sewer budget:

- Proposed rate increase: base rate from \$16.00 to \$17.00, flow rate from \$4.85 to \$5.85 per 1,000 gallons

Council reviewed projected revenues and fund balance impacts of proposed rates.

Foster moved to approve the 2025 sewer budget as presented, Strand seconded. Motion carried unanimously.

## Water Budget

Danielle Harthun presented the proposed 2025 water budget:

- Proposed rate increase: base rate from \$16.81 to \$17.81, flow rate from \$4.00 to \$4.50 per 1,000 gallons

Council reviewed projected revenues and fund balance impacts.

Foster moved to approve the 2025 water budget as presented, Strand seconded. Motion carried unanimously.

## General Budget Discussion

Danielle Harthun presented an overview of the general fund budget:

- Currently projecting 16.07% levy increase
- Discussed using additional \$80,000 from reserves to reduce increase to 9.68%
- Council will take final action at December 10, 2024 meeting

# November 26, 2024 Council Meeting Minutes

## Christmas Eve City Hall Hours

Danielle Harthun requested direction on Christmas Eve office hours.

Markgraf moved to close city offices at noon on Christmas Eve, Ballard seconded. Motion carried unanimously.

## RESOLUTION 2024-18 A RESOLUTION TO SET WATER AND SEWER RATES, FEES AND CHARGES

Ballard moved to adopt Resolution 2024-18 setting utility rates as discussed, with correction to the industrial sewer flow rate, Markgraf seconded. Motion carried unanimously.

## RESOLUTION 2024-19 A RESOLUTION TO DESIGNATE THE POLLING PLACE FOR 2025

Danielle Harthun explained the annual requirement to designate the polling place.

Foster moved to adopt Resolution 2024-19 designating the polling place, Strand seconded. Motion carried unanimously.

## Administrator Report

Lance Roisum reported on various meetings and activities including: worked with Danielle Harthun and Mayor Frazier to set the agenda and prepped for the council meeting, attended an EDC meeting, attended a Department Head meeting, attended a Lakes Country Service Cooperative member cities networking luncheon hosted by the City of Dilworth, met with PeopleService and went through the water and sewer budgets, met with the Budget Committee and discussed the water and sewer budgets along with general budget discussion, participated with the Interview Committee to conduct interviews for the open Library Director position, met with Northland Securities and Kutak Rock about the 2024-25 project financing, attended the Otter Tail County Housing Convening, met with Apex Engineering, Braun Intertec, and OTC representatives about the contaminated soil at Pinewood Estates, met with Trinity Church representatives about the future use and maintenance of their parking lot, met with Apex and Brian Olson and discussed the Capital Improvement Plan for the city streets and infrastructure and attended a Planning Commission meeting.

## Mayor Report

Mayor Frazier reported on recent activities including: submitted weekly columns to the Pelican Press, visited with area businesses and non-profits, attended the November 18 water and sewer budget meeting at city hall with Councilman Foster, Danielle Harthun and Lance Roisum, conducted a Conversations with the Mayor session at the library on November 21, attended an Otter Tail County Housing Convening Meeting at city hall on November 21 with Lance Roisum, attended a Trinity Lutheran Church parking lot meeting at the church on November 22 with Lance Roisum, Charlie Blixt and Pastor Eric Schwirian on November 22, met on November 25 with Lance Roisum to plan the agenda for this meeting and attended an E-Bike Meeting at the Community Life & Services facility on November 26 with Jordan Grossman.

## Adjourn

Strand moved to adjourn the meeting at 6:07 pm, Markgraf seconded. Motion carried unanimously.



Danielle Harthun  
Clerk-Treasurer

# CITY OF PELICAN RAPIDS

## Bill Listing CITY 12/10/24

<u>Vendor Name</u>	<u>Comments</u>	<u>Amount</u>
BANYON DATA SYSTEMS, INC	ALL; PAYROLL SUPPORT	\$2,365.00
BELL BANK CREDIT CARD	ALL; EDUCATION	\$117.00
CARRS TREE SERVICE	STR; TREE REMOVAL	\$1,000.00
CULLIGAN OF DETROIT LAKES	ALL; WATER	\$36.00
GOPHER STATE ONE CALL	WTR; SWR; LOCATES	\$32.40
GREATER MINNESOTA PARKS & TRAILS	PK; DUES	\$175.00
HILLBILLY LASER	ALL; PLAQUES	\$100.00
LAKES COUNTRY SERVICE CO-OP	ALL; COMMUNCATIONS	\$750.05
LARRYS SUPER MARKET	ELECTION; SNACKS	\$44.28
LREC	SIGN; AIR; UTILITES	\$112.23
MARCO	ALL; COPIES/PRINTING	\$420.97
MED COMPASS	FD; FIT TEST	\$135.00
MOENKEDICKS WINDOW WIZARD	ALL; WINDOW CLEANING	\$123.00
NETWORK CENTER, INC	ALL; COMP SERVICE	\$114.00
OHLIN SALES INC	STR; BATTERIES	\$103.39
OLSON, JENNIFER	ALL; CLEANING	\$3,955.00
OTTERTAIL POWER	ALL; UTILITIES	\$13,888.43
PELICAN RAPIDS PRESS	ALL; FIRE PREVENTION WEEK	\$156.00
QUADIENT	ALL; POSTAGE	\$400.00
RMB ENVIRONMENTAL LABORATORIES	ALL; WATER TESTING	\$229.90
SOUTHTOWN	ALL; FUEL	\$498.10
STONEHENGE ENTERPRISES	RENT; INSPECTIONS	\$1,950.00
TEAM LABORATORY CHEMICAL	LAG; WINTER BLEND MEGA BUGS	\$1,950.00
VERIZON WIRELESS	ALL; COMMUNICATIONS	\$514.97
VESTIS	PK; STR; LINEN SERVICE	\$137.95
WEST CENTRAL DRUG TASK FORCE	PD; DUES	\$1,000.00
<b>TOTAL; \$30,308.67</b>		

# CITY OF PELICAN RAPIDS

## Bill Listing LS 12/10/24

<u>Vendor Name</u>	<u>Comments</u>	<u>Amount</u>
BELL BANK CREDIT CARD	OFFICE SUPPLY	\$210.22
BERGSETH BROS. CO. INC	BEER/THC	\$9,159.01
BEVERAGE WHOLESALERS, INC	BEER	\$5,347.46
BREAKTHRU BEVERAGE	WINE/LIQUOR	\$3,697.05
DACOTAH PAPER CO	BAGS	\$174.07
DS BEVERAGES, INC	BEER	\$2,342.78
JOHNSON BROTHERS LIQUOR CO	WINE	\$11,688.19
OTTERTAIL POWER	UTILITIES	\$526.69
PHILLIPS WINE & SPIRITS	WINE/LIQUOR	\$888.06
TOTAL REGISTER SYSTEMS	POS	\$5,098.07
VIKING COCA-COLA BOTTLING CO	POP/MIX	\$476.50
		<b>TOTAL; \$39,608.10</b>

Vendor Name	Purpose	Amount	Account #
✓ Arvig	Communications	\$160.29	21145500320
✓ Ballard Sanitation	Utilities	\$67.81	21145500380
✓ Bell Bank Credit Card	Book Stands	\$41.98	21145500401
✓ City Billing	Postage	\$6.90	21145500200
✓ Great Plains Natural Gas	Utilities	\$368.00	21145500380
✓ Hoopla Digital	Hoopla Usage Nov	\$816.53	21145500440
✓ Ingram	Books	\$620.66	21145500435
✓ Liberty Business Systems	Copy Machine	\$209.46	21145500200
✓ Moenedick Window Wizard	Window Cleaning	\$515.00	21145500401
✓ Otter Tail Power	Utilities	\$488.49	21145500380
✓ Star Tribune	Periodicals	\$753.90	21145500450
✓ The Forum	Periodicals	\$341.89	21145500450
✓ <b>Total</b>		<b>\$4,390.91</b>	


KRB

**Setting a Public Hearing on a Street Vacation, LMC Model Resolution**

**RESOLUTION NO. 2024-20**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF HIGHLAND AVENUE SW AND A PORTION OF SW 5<sup>TH</sup> AVENUE**

**WHEREAS**, the City Council pursuant to Minnesota Statute § 412.851 desires to consider the vacation of Highland Avenue SW beginning on the northern edge of SW 5<sup>th</sup> Avenue and also desires to consider the vacation of SW 5<sup>th</sup> Avenue between SW 3<sup>rd</sup> Street and the westerly end of Highland Avenue street legally described as:

 *Insert your legal description here. The description of the street to be vacated should be complete enough to prevent any possible uncertainty or ambiguity. In some cases, particularly where only a portion of a public street or grounds will be vacated, a legal description may be necessary.*

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

The City Council will consider the vacation of such avenues and a public hearing shall be held on such proposed vacation on the 28<sup>th</sup> day of January, 2025 in the City Hall located at 315 N Broadway at 4:35 p.m. and

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council of Pelican Rapids, Minnesota this 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk

8

**AGREEMENT BETWEEN CITY OF PELICAN RAPIDS  
AND CLAY COUNTY SOLID WASTE DEPARTMENT  
REGARDING LEACHATE**

This Agreement is entered into this 10th day of December 2024, by and between the City of Pelican Rapids (the "City"), a municipal corporation with offices located at 315 North Broadway, Pelican Rapids, Minnesota 56572, and the Clay County Solid Waste Management ("CCSWM").

This Agreement shall be effective commencing January 1, 2025, and shall expire one year from the effective date on approximately December 31, 2025.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the City will accept wastewater from CCSWM at the Pelican Rapids Wastewater Treatment Facility, located at 302 1st Ave NW, Pelican Rapids, Minnesota 56572 (the "Facility"). CCSWM shall furnish all equipment and labor required for hauling wastewater to the Facility (the "Delivery Point"). Title to the wastewater shall transfer from CCSWM to the City at the Delivery Point.
2. **Scope of Services.** This Agreement anticipates the execution of wastewater treatment and on an ongoing basis during the Term of this Agreement. The City shall receive the wastewater at the Delivery Point and shall furnish all necessary labor, materials, tools, equipment, training, supervision, and insurance to perform the wastewater treatment services (collectively, the "Services"). The City shall not receive more than twenty-thousand (20,000) gallons of wastewater per day.

Except for any amounts disputed by CCSWM in good faith, the City's invoices shall be paid prior to the due date listed on said invoice.

3. **Product Sampling and Reporting.** In situations where abnormalities, events, or upsets occur, the City shall, without prior notice, sample and analyze wastewater from CCSWM discharged to the Discharge Point. These samples will be tested for various parameters of concern. The cost for additional testing will be the responsibility of CCSWM.
4. **Contingency.** CCSWM shall have a backup discharge plan if the City is unable to take wastewater due to maintenance or if an upset occurs at the Facility. The City shall endeavor to resume acceptance of wastewater at the Delivery Point as soon as practicable after completing such maintenance or resolving such upset issue at the Facility and shall provide CCSWM prompt notices of the Facility status, accordingly.
5. **Fees and Payment.** CCSWM agrees to pay the City a fee. The charge per 1000 gallons of Wastewater delivered to the City will be \$52.00 from the Effective Date through December 31, 2025. Testing of PFAS levels in the leachate is mutually beneficial and will be performed

every 6 months with sampling, testing and payment the responsibility of Source One Organics, Inc. The leachate samples will be pulled from delivered leachate loads at the drop site in Pelican Rapids and test results will be shared with both parties. CCSWM is responsible for any additional testing fees.

Shipping documents for wastewater loads will be provided by the City. The shipping documents will be multi-copy, sequentially numbered Bills of Lading (BOLs). All shipments must use these BOLs in numerical order. A signed and dated BOL copy will be left in a deposit box at the Discharge Point. Any skipped over or missing BOL will be invoiced at the fees listed in Section 5.

CCSWM will pay directly for all hauling costs to deliver the wastewater to the City at the Delivery Point. Subject to CCSWM paying the fees listed in Section 5 of this agreement, the City shall be solely responsible for all costs and expenses associated with performing the Services, including, without limitation, processing wastewater or any other storage or disposal costs after receipt of the wastewater at the Delivery Point.

6. **Occupational Safety and Health Act.** All laws, interim and permanent standards, rules and regulations of the Occupational Safety and Health Act ("OSHA"); all state and federal laws and regulations relating to safety and health standards are incorporated into this Agreement by this reference. The City agrees to perform the Services in compliance with, and to furnish only supplies and equipment that comply with such laws, standards, regulations, policies, procedures, and programs. In the event of any accident or other occurrence resulting in personal injury, the City shall immediately notify CCSWM. Upon CCSWM's request, the City shall provide documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences. CCSWM shall be solely responsible for OSHA compliance with respect to CCSWM's employees prior to the Delivery Point, and the City shall be solely responsible for OSHA compliance with respect to the City's employees at and after the Delivery Point.
7. **Assignment.** Neither party may assign this Agreement or delegate its obligations hereunder to any other person or entity, unless prior written consent is obtained from the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, CCSWM shall have the right, without obtaining the City's consent (but CCSWM shall give the City notice thereof within ten (10) days following the effective date of any such transaction), to assign this Agreement and its obligations hereunder to an affiliate, any entity resulting from the merger or consolidation CCSWM or any other person or entity which acquires all or substantially all of the assets of CCSWM as a going concern of the business that is being conducted at CCSWM's current facility. Any purported assignment or delegation in violation of this Paragraph shall be null and void.
8. **Compliance with Law.** The City shall comply with all applicable governmental laws, statutes, ordinances, rules, regulations and other requirements, including, without limitation, such

governmental requirements applicable to transportation, environmental protection, wages, hours, equal employment opportunity, nondiscrimination, health, safety and working conditions. Upon request, the City shall provide CCSWM with documentation demonstrating the City's compliance with such governmental requirements.

9. **Governmental Permits and Notifications.** The City shall investigate the need for, and shall procure in its own name to the extent allowed by law, all governmental permits, notifications, approvals, and inspections required for the performance of the City's Services under this Agreement.
10. **Waste Handling.** The parties acknowledge that the wastewater is not a hazardous waste. In the City's performance of the Services upon receipt of the wastewater at the Delivery Point, the City shall manage, handle, and dispose of all wastes generated by or resulting from its Services properly and in accordance with all applicable governmental requirements, including those applicable to hazardous waste and all policies, programs, and procedures related to waste handling of CCSWM.
11. **Confidentiality.** The City agrees to treat all information submitted to the City in compliance with the Minnesota Government Data Practices Act. In the event that any information is identified as a "trade secret," as defined in the Uniform Trade Secrets Act ("UTSA"), the City shall, within its legal authority and ability, preserve the secrecy of such trade secrets.
12. **Modification.** This Agreement may not be modified, except with notice, in writing by CCSWM and the City.
13. **Termination.** Either party may terminate this Agreement at any time, for cause, upon written notice to the other party if the other party is in material breach of any representation, warranty, or covenant of such party under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by such party within thirty (30) days after such party's receipt of written notice of such breach. With respect to Services performed prior to termination, CCSWM shall pay the City in accordance with Section 5.
14. **Indemnification.** Each party shall indemnify, defend, and save and hold harmless the other party, its affiliates and their respective directors, officers, agents and employees, as applicable, from and against any and all claims, demands, causes of action, injuries, damages, liabilities and/or losses, including all reasonable attorney's fees incurred by either party in connection with any third party claims, to the extent arising out of the performance of this Agreement by either party's agents, employees, or subcontractors, except to the extent caused by the negligence or willful misconduct by such other party, its officers, agents or employees.
15. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and deemed to have been given when delivered in person (with written confirmation of receipt), when sent if sent by confirmed e-mail if sent during normal business hours of the

recipient, and on the next business day if sent after normal business hours of the recipient, when received if sent by a nationally recognized overnight courier (receipt requested), or on the third (3rd) day after the date mailed, by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective parties below, or at such other address for a party as shall be specified in a notice given in accordance with this Paragraph:

CCSWM                      Clay County Solid Waste Management  
807 11th St N  
Moorhead, MN 54560

The City                      City of Pelican Rapids  
315 North Broadway  
Pelican Rapids, MN 56572

16. **Nonwaiver of Rights.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other party that is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or as a waiver of any future breach or subsequent wrongful conduct.
17. **Entire Agreement.** This Agreement shall represent the entire understanding between the parties hereto relating to the Services described.
18. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Minnesota, excluding the conflict of law rules.
19. **Term.** This Agreement shall be in effect until December 31, 2025, at which time the parties hereto shall have the option to renew this Agreement for additional consecutive terms.
20. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency. The party suffering a Force Majeure Event shall give prompt notice of such Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. In the event such Force Majeure Event prevents the City from performing its obligations hereunder, CCSWM shall have the right to procure services similar or substantially similar to the Services.

21. **Representations and Warranties.** Each party hereby represents and warrants to the other party as of the date hereof that:

- i. **Organization and Qualification.** It is duly organized, validly existing and in good standing under the applicable laws of the state jurisdiction in which it is organized, has the lawful power to engage in the business it presently conducts and contemplates conducting.
- ii. **Power and Authority.** It has the power to enter into this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part.
- iii. **No Conflict.** The execution, delivery and performance by it of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of its organizational documents or any applicable laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected, which, individually or in the aggregate, could reasonably be expected to result in a material adverse effect on its business, properties, assets or condition, financial or otherwise, or in any material impairment of its ability to perform its obligations under this Agreement.
- iv. **Validity and Binding Effect.** This Agreement has been duly and validly executed and delivered by it. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity.
- v. **Litigation.** There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it before any court or before any other governmental authority which individually or in the aggregate may result in any materially adverse effect on its business, properties or assets or the condition, financial or otherwise, or in any material impairment of its ability to perform its obligations under this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth next to their respective signatures below.

**City of Pelican Rapids, Minnesota**

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

**By:** \_\_\_\_\_  
**Brent E. Frazier, Mayor of Pelican Rapids**

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

**By:** \_\_\_\_\_  
**Danielle Harthun, City Clerk/Treasurer**

**Clay County Solid Waste Management**

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

**By:** \_\_\_\_\_  
**Corey Bang, Solid Waste Director**

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

**By:** \_\_\_\_\_  
**David Ebinger, Board Chairman**

**A RESOLUTION REGARDING THE ADMINISTRATION  
OF THE MINNESOTA WETLAND CONSERVATION ACT**

City of Pelican Rapids  
2024-21

**WHEREAS**, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local government units (LGUs) to implement the rules and regulations promulgated by the Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

**WHEREAS**, Minnesota Rules, chapter 8420 have been adopted by BWSR in accordance with the rulemaking provisions of Minnesota Statutes, chapter 14, for the purpose of implementing WCA; and

**WHEREAS**, the City of Pelican Rapids agrees to provide knowledgeable and trained staff with expertise in water resource management to manage the program as required by Minnesota Rule 8420.0200, Subpart 2, Item B; and

**WHEREAS**, Minnesota Rule 8420.0200, Subpart 2, Item A requires that each LGU of the State send a written acknowledgement, including a copy of the adopting resolution, to BWSR that it is assuming its responsibilities under chapter 8420 and the act.

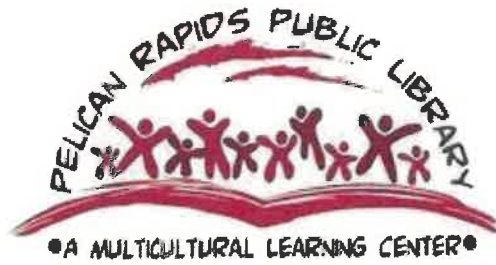
**THEREFORE, BE IT RESOLVED** that the City of Pelican Rapids hereby accepts the authority and administrative responsibility to implement WCA as the LGU within the legal boundaries of the City of Pelican Rapids as of December 10, 2024 in accordance with Minnesota Rules, Chapter 8420.

Adopted this 10<sup>th</sup> day of December, 2024.

By: \_\_\_\_\_  
Mayor Brent E. Frasier

Offered by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_,  
adopted by a vote of \_\_\_\_\_ at the regular meeting of the City Council of the City of  
Pelican Rapids on December 10, 2024.

Attest: \_\_\_\_\_  
Danielle Harthun  
Clerk/Treasurer



Library Board Meeting  
Monday, December 2nd, 2024  
6 PM  
Pelican Rapids Public Library

1. Approval of Agenda
2. Approval of November 4th, 2024 minutes
3. Approval of Bills (Kevin)
4. Financial Report (Danielle Harthun)
5. Approve Hiring Library Director Marie Schwirian
6. Friends Update (Deb Hauge)
7. Foundation update (Lloyd Nelson)
8. Steve Foster Council Member update
9. Library Update (Nanette)
10. Viking Board nominee discussion
11. Updating of phone system
12. Days closed in 2025
13. Performance Review Process- Motion for semi-annual evaluations
14. Approval of Survey Tools
15. Next meeting January 6<sup>th</sup>

## Library Board Meeting

November 4, 2024 6pm

David Ellison called the meeting to order.

1. Kathy Knuteson-Olson made a motion to approve the agenda and Kevin Ballard seconded the motion. Motion passed.
2. Kevin Ballard made a motion to approve the October 7, 2024 minutes and Kathy Knuteson-Olson seconded the motion. Motion passed.
3. Kevin Ballard made a motion to approve the bills and Kate Martinez seconded the motion. Motion passed.
4. Danielle Harthun explained that the financial information will be given in December because the board meeting was too early in November to have all the information.
5. Deb Hauge from the Friends of the Library gave an update. Information was given on the coffee bar, children's area, baby bundles, Halloween treats, teen book club, Lions planting the garden on the north side of the Library, grant for winter reading program, little book will be Pelican Pete this year and Tablescape fundraiser.
6. Judy Tabbut made a motion to hire Olesia Zlochevska as a custodian at \$16.53/hour and Kate Martinez seconded the motion. Motion passed.
7. David Ellison gave an update on the interview committee. The committee has 20 questions for the interview. The interviews are going to be November 19-21. The interview committee will make a hiring recommendation and the salary step amount at which the new director would start.
8. Nanette Albright have an update that Halloween treats were a success with over 300 kids. Jordan Grossman made a video of the updated children's area. The coffee bar is being used, but more half and half is needed. Puzzles and games have been added to the area. The sofa in the kids' area is in need of recovering. Estimates have been requested.
9. Judy Tabbut made a motion to have Hanson Plumbing and Heating from Vergas inspect the fireplace with library funds covering the bill, estimated at \$250. Kate Martinez seconded the motion. Motion passed.

10. Kate Martinez made a motion to have the Window Wizard wash 90 windows for \$515.00 and Kevin Ballard seconded the motion with the payment coming from the library fund. Motion passed.
  11. There was a discussion of Hoopla, the cost of it and there have been several calls from patrons not being to use it because of the daily price cap.
  12. A person needs to be appointed to the Viking Library Board. It is a 3-year term and they meet 6 times a year. Library board members and Friends of the Library should try to bring names to the December meeting.
  13. David Ellison discussed and asked for ideas for structuring review process.
- Meeting adjourned.

Next meeting December 2, 2024 at 6pm

Judy Tabbut, secretary

## November 2024

		Actual YTD	2024 YTD	Budget 2024	Difference
<b>Income</b>					
Beginning balance					0.00
City Funding	34761	242,225.00	222,039.58	242,225.00	20,185.42
Non-resident reimbursement	34762	26,237.00	43,541.67	47,500.00	(17,304.67)
Copies	34763	3,726.17	3,116.67	3,400.00	609.50
Coffee Bar	34764	0.00	0.00	0.00	0.00
Donations	34765	30,433.92	15,766.67	17,200.00	14,667.25
Refunds	34766	0.00	458.33	500.00	(458.33)
Legacy Funding	34767	225.00	0.00	0.00	225.00
Fines	35103	80.01	0.00	0.00	80.01
Interest	36210	1,965.16	0.00	0.00	1,965.16
General Fund Transfer	39201	1,425.00	0.00	0.00	1,425.00
Savings account transfer		0.00	0.00	0.00	0.00
<b>Total Income</b>		<b>306,317.26</b>	<b>284,922.92</b>	<b>310,825.00</b>	<b>21,394.34</b>
<b>Expenses</b>					
Staff salaries	100	171,847.89	172,464.64	188,143.24	616.75
Overtime	105	0.00	0.00		0.00
Pension	120	12,790.75	12,934.85	14,110.74	144.09
FICA	122	12,894.26	13,193.55	14,392.96	299.29
Staff medical insurance	130	8,033.42	10,083.33	11,000.00	2,049.91
Office supplies	200	4,387.59	2,970.00	3,240.00	(1,417.59)
Education	208	1,218.60	1,584.00	1,728.00	365.40
Coffee Bar Supplies	209	29.99	0.00	0.00	(29.99)
Library supplies	210	851.29	1,287.00	1,404.00	435.71
Auditing	301	970.00	891.00	972.00	(79.00)
Legal fees	304	0.00	198.00	216.00	198.00
Phone/fax/security	320	0.00	3,069.00	3,348.00	3,069.00
Travel	331	181.55	396.00	432.00	214.45
Advertising	340	548.66	594.00	648.00	45.34
Building Insurance	360	16,080.31	7,979.82	8,705.26	(8,100.49)
Utilities	380	8,052.21	12,741.67	13,900.00	4,689.46
Building expenses	401	10,127.94	12,100.00	13,200.00	1,972.06
Books	435	14,589.02	14,850.00	16,200.00	260.98
Audio visual materials	440	11,572.24	10,459.35	11,410.20	(1,112.89)
Software	445	2,137.13	990.00	1,080.00	(1,147.13)
Periodicals	450	1,460.59	1,980.00	2,160.00	519.41
Children's services programming	455	586.00	641.67	700.00	55.67
VLS sub./Hot Reads	460	0.00	0.00	0.00	0.00
Automations-yearly fees	465	1,600.00	3,168.00	3,456.00	1,568.00
Refunds	470	1,018.39	99.00	108.00	(919.39)
Equipment/Capital Outlay	500	11,042.57	0.00	0.00	(11,042.57)
Afterschool Programing		0.00	0.00	0.00	0.00
Savings account		0.00	0.00	0.00	0.00
<b>Operating expenses Total</b>		<b>292,020.40</b>	<b>284,674.87</b>	<b>310,554.40</b>	
<b>Difference</b>		<b>14,296.86</b>	<b>248.05</b>	<b>270.60</b>	

11

**ADMINISTRATIVE CONTRACT WITH OTTER TAIL COUNTY HRA**

THIS CONTRACT for administrative services is between the City of Pelican Rapids  
Hereinafter referred to as “CITY” and the Otter Tail County Housing and  
Redevelopment Authority, hereinafter referred to as the “HRA”.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the CITY and  
the HRA agree as follows:

- I. The term of this contract is for the period beginning 09/10/2024 and ending 09/30/2027
- II. In consideration of financial reimbursement to be more specifically described below, the HRA agrees to act as Administering Agent for the CITY on the Minnesota Small Cities Development Program Grant for which the CITY will receive monies from the State of Minnesota.
- III. As the Administering Agent for the above described grant, the HRA agrees to perform all tasks enumerated below in a manner which will meet or exceed the terms and conditions imposed upon the CITY in the Small Cities Development Program Grant agreement dated the 11<sup>th</sup> day of November, 2024, copies of which are attached as exhibit A.
  - A. Citizen Participation. Comply with all state and federal participation requirements.
  - B. Compliance with Federal Regulations. All Federal regulations relating to this contract will be complied with.
  - C. Project Planning. Coordinate the preparation of plans, specifications, contracts and other agreements in a manner consistent with applicable state and federal laws and regulations for all project activities.
  - D. Implementation. The HRA will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the state and federal requirements. The specific tasks the HRA will perform for each of the three project categories include the following:
    1. Initial inspection
    2. Work write-up and bid specifications
    3. Securing contractor bids
    4. Bid approval and awarding of contracts
    5. Monitor construction and perform labor standards monitoring
    6. Approve final payments to contractors
    7. Final inspection and final payment approval
  - E. Coordination of Other Rehabilitation Programs within the Project Area. The HRA will coordinate other applicable rehabilitation programs in the project area, such as the Minnesota Housing Finance Agency Home Improvement Program, USDA Rural Development and the Minnesota Weatherization Program.

- F. Compliance with Equal Opportunity Regulations. Ensure that compliance with Section 3 of the Housing and Urban Development Act of 1968, Federal Equal Employment Opportunity Act and Executive Orders and Civil Rights Acts of 1964 is maintained.
- G. Financial Record keeping and Control. Keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
1. The HRA will examine each claim and verify that the work has been done and/or materials actually provided for the project.
  2. The HRA will submit all claims on a regular basis to the CITY for payment.
  3. Requisition prepared by the CITY in anticipation of cash needs, will prepare a voucher as required by the State.
  4. Requisition submitted to the state. The CITY will obtain proper signatures and submit requisitions to the state.
  5. Payments to be made within three (3) days of the receipt of state monies, subject to any changes in state or federal regulations, the CITY will make payments authorized on each respective voucher.
- IV. The CITY and the HRA mutually agree that a mortgage shall be executed in their joint names as mortgagees securing each loan of monies provided under the Small Cities Development Program to individual property owners for rehabilitation purposes. In regard to such mortgages and assignments, the HRA agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the county recorders office.
- V. For the purpose of this contract, the HRA shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the CITY; and any and all claims that may or might arise on behalf of any act or admission on the part of said employees or the HRA shall in no way be the obligation or responsibility of the CITY.
- VI. It is further agreed that the HRA shall defend and save the CITY harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the HRA, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the HRA under the terms of this contract.
- VII. The HRA shall not assign any interest in this contract, and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the CITY except for the following: All lead paint risk assessments and clearance testing will be performed by the HRA lead paint certified subcontractor (Lakes Country Service Cooperative – Fergus Falls).

- VIII. The HRA specifically agrees to comply with the requirements of 24 CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to contracts required to contain the Section III clause set forth in 24 CFR 135.20.
- IX. Program Income. Regarding any program income generated by the rehab program, the HRA will assist the City by providing information on any SCDP program income but the city will be responsible for meeting requirements during the grant period as well as after the grant close-out. Any program income will be used for the same purpose and in the same community from which it was received (to the greatest extent feasible). The CITY is responsible for annual reporting of program income per DEED requirements.
- X. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties, and attached to the original of this contract.
- XI. The Waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in the respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
- XII. This contract as well as Exhibit A, which is attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supercede all prior oral or written negotiations.
- XIII. The CITY shall have full access to all records relating to the performance of this agreement.
- XIV. In performing the provisions of this contract, the HRA agrees to comply with all Federal, State or Local laws, and all applicable rules, regulations, or standards established by any agency of such governmental units, which are now or hereafter promulgated.
- XV. The Grantee must not use SCDP funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If the Grantee uses non-federal funds to conduct any of the aforementioned activities, the Grantee must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying: Further the Grantee must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.
- XVI. In consideration of the prompt and efficient carrying out of the above, the CITY agrees to reimburse the HRA dollar for dollar, for its administrative and project related costs in carrying out the above activities up to an amount not to exceed the \$123,750.00 Rehab Administration Cost maximum amount allowable as specified by the State of Minnesota, Department of Trade and Economic Development Community, Community Development

Division during the term of the contract, said monies to come from the \$ 948,750.00 totally available to Small Cities Development Program Funds and monies actually received by the \_\_\_\_\_ CITY . The City's reimbursement obligation shall be limited to funds approved through the SCDP grant and in no event will the City be required to pay any additional funds. Accurate records of administrative costs shall be kept by the HRA and billing shall be made at such times as are convenient to implement the CITY's requisition of funds from the state of Minnesota. For the purpose of this contract, administrative and project related costs are defined as follows:

- A. Salary costs actually incurred by the HRA for time expended in all phases of the project.
  - B. Mileage, telephone, supplies, document recording fees and publication costs.
  - C. Costs incurred by the attendance at applicable Small Cities Development Conferences within the terms of this contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development regulations and program implementation.
- XVII. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
- XVIII. Antitrust. Contractor (HRA) hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
- XIX. The \_\_\_\_\_ CITY \_\_\_\_\_ reserves the right to terminate this contract if the HRA inexcusably fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the receipt by the HRA of written notice specifying the grounds thereof, unless, prior to that date, the HRA has cured the alleged nonperformance of the provisions of this contract.

NOTICE OF CONTRACTOR (HRA): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your Social Security number of Minnesota Tax Identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Social Security \_\_\_\_\_

Minnesota Tax ID \_\_\_\_\_

Federal Employer ID 41-1518930

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

CITY OF PELICAN RAPIDS

OTTER TAIL COUNTY HOUSING AND  
REDEVELOPMENT AUTHORITY

BY \_\_\_\_\_  
Brent Frazier, Mayor

BY \_\_\_\_\_  
Wayne Johnson, Chairman of the Housing and  
Redevelopment Authority

BY \_\_\_\_\_  
Lance Roisum, City Administrator

BY \_\_\_\_\_  
Amy Baldwin, Community Development Director