

CITY OF PERHAM

125 Second Avenue N.E. • P.O. Box 130 • Perham, Minnesota 56573 • www.cityofperham.com
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PUBLIC NOTICE

A Special Council meeting has been scheduled for **Wednesday, September 30, 2020 at 5:15 pm** in the City Hall Council Chambers. The meeting can also be accessed via Zoom:

Join Zoom Meeting

Meeting ID: 236 411 3749

Password: 9cxj8T

Our agenda includes:

1. PROPOSED PROPERTY TAX LEVY

Council may wish to adopt the Preliminary 2021 Budget, Preliminary Levy for Taxes and HRA Levy Payable for 2021 and may wish to schedule the date of Monday, December 14, 2020 at 6:00 pm for the public to comment prior to the adoption of the 2021 Budget and 2021 Tax Levy. (Enclosure)

2. COOPERATIVE PURCHASING CONTRACT

Council may wish to authorize the City to enter into an Interlocal Contract for Cooperative Purchasing with HGACBuy. (Enclosure)

3. OCTOBERFEST ROAD CLOSURE

Council may wish to approve closure of First Avenue from Second Street South to Main Street on Saturday, October 3 for Octoberfest. (Enclosure)

In order to ensure a quorum, please notify me at 346-9799 if you are unable to attend. Thank you for your time and cooperation.

Jonathan Smith,
City Manager

POSTED

9/24/20

RESOLUTION NO. 2020 -

DRAFT

**RESOLUTION IN THE MATTER OF
ESTABLISHING THE PRELIMINARY TAX LEVY
FOR TAXES TO BE COLLECTED IN 2021
PERHAM, MINNESOTA**

BE IT RESOLVED, by the Council of the City of Perham, County of Otter Tail, Minnesota, that the following sums are proposed to be levied and collected in 2021 in the City of Perham for the following purposes:

(See Attachment "A")

BE IT FURTHER RESOLVED, that the Manager of the City of Perham is hereby instructed to submit the amount of the preliminary tax levy to the Auditor of the County of Otter Tail, Minnesota.

BE IT FURTHER RESOLVED, the Council of the City of Perham hereby designates Monday, December 14th, 2020 at 6:00 pm as the date the public can comment on the 2021 Budget and Proposed Levy.

Adopted this 30th day of September 2020.

Mayor

ATTEST:

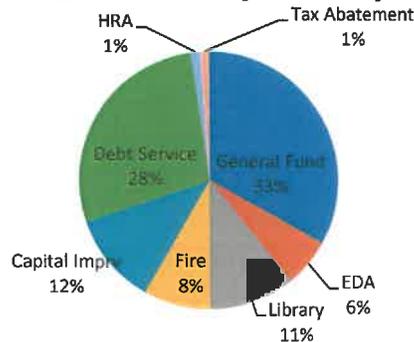
City Manager

ATTACHMENT A

City of Perham
Preliminary Levy for Taxes Payable 2021
(Est. Population 3,392)

Fund			Percentage of Change	
	Final	2020 2021 Preliminary		
General	523,118	526,428	0.63%	
Economic Development	80,029	97,430	21.74%	
Library	157,787	170,824	8.26%	
Fire	129,491	131,615	1.64%	
General Capital Fund	179,194	182,778	2.00%	
Operating	1,069,619	1,109,075	3.69%	
	<u>Pay Off Year</u>			
Golf Course (504)	2019-2020	84,000	0	
Coney Street East (401)	2027	5,791	12,211	
2005 Imp. Bonds (520) - Happel/Clearwater	2026	0	0	
2006 Imp. Bonds (521) - Westwind III	2022	0	0	
2007 Imp. Bonds (522) - 2nd Street	2023	20,000	0	
2009A Imp. Bonds (523) - Clearwater I	2025	0	0	
2009B Refunding Bonds (524)	2019	0	0	
2010 Imp. Bonds (525) - 1st Avenue S	2026	55,000	55,000	
2011 Imp. Bonds (526) - 5th Ave/3rd St/Lake	2027	35,500	42,000	
2013 Imp. Bonds (529) - 3rd Ave SW/Parking I	2028	46,000	45,000	
2015 Imp. Bonds (531) - 3rd Ave SE/Misc	2031	96,100	94,000	
2017 Imp. Bond (533) - 3rd St. NE	2033	84,000	80,000	
2019 Imp. Bond (534) 2nd Ave SW	2035		86,200	
2020 Imp. Bond (536) Industrial Park	2036		30,000	
Debt		426,391	444,411	4.23%
Tax Abatement Grow Perham 77000991018001		2,216	6,595	
Tax Abatement Grow Perham 77000220020003		13,362	10,010	
HRA		20,000	20,000	
Other		35,579	36,605	2.88%
Total Levy		1,531,589	1,590,091	3.82%
Tax Capacity Levy (excl. HRA)		1,511,589	1,570,091	3.87%

2021 Preliminary Tax Levy





**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through *HGACBuy.com* and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* _____
Name of End User (local government, agency, or non-profit corporation)

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

* _____
Mailing Address

By: _____
Executive Director

* _____
City State ZIP Code

Date: _____

* By: _____
Signature of chief elected or appointed official

* _____
Typed Name & Title of Signatory

* _____
Date

**Denotes required fields*

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director/etc.) Ph No.: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

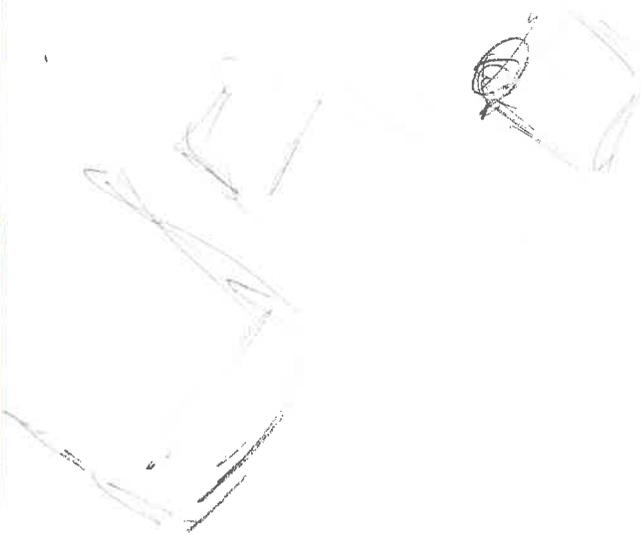
Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields

The Perham Events Committee would like to close 1st Ave from 2nd Street Sound to Main Street on Saturday October 3rd for Octoberfest. The City of Perham is requesting signatures from the businesses with frontage on the section of road as approval of the planned closure.



Calla Ford
Carol Kops
Casper (Casper)
Jennifer Lafferty
Nick Hara