



OTTER TAIL COUNTY BOARD OF COMMISSIONERS

SUPPORTING DOCUMENTS

Tuesday, December 21, 2021
8:30 a.m.
Government Services Center & Via Livestream
515 West Fir Avenue, Fergus Falls, MN

- 2.1 Draft Otter Tail County Board Minutes for 12.14.2021
- 2.2 Warrants/Bills for 12.21.2021
- 2.3 Human Services & Public Health Warrants/Bills for 12.21.2021
- 2.4 2022 Human Services Contracts
- 2.5 Request for Approval of Final Payment- SAP 056-615-018 to Robert R. Schroeder Construction, Inc. Glenwood, MN
- 4.0 Commissioner Salary & Benefits Resolution
- 5.0 County Auditor-Treasurer Items
- 6.0 Organics Hauling Contract
- 7.0 2022 Solid Waste Hauler's Licenses
- 7.0 2022 Solid Waste Fee Schedule
- 7.0 Henning Transfer Station Backhoe Purchase
- 7.0 Mark Lee Excavating Final Pay Request - Fergus Transfer Station
- 7.0 Solid Waste Master Plan
- 8.0 Request for Approval of Amendment No. 1- Phelps Mill Passage, 106 Group-Houston Engineering
- 9.0 Request for Approval of Agreement between Otter Tail County & City of Henning- Repair & Replacement of CSAH 67 within the Corp. limits of Henning, SAP 056-667-042
- 9.0 Bid Review & Recommendation for Award- SAP 056-605-012, 4030-005, Anderson Bros. Construction Co. of Brainerd, Brainerd, MN
- 9.0 Request for Approval of Contract with Greystone Construction, Shakopee, MN- Salt Storage Building, Pelican Rapids
- 10.0 ARP Funding Memo
- 10.0 Resolution Approving the Navigating the Road Ahead Act Program
- 10.0 Youth Workforce Navigation Contract
- 11.0 Children & Families Donations Resolution



**MINUTES OF THE
OTTER TAIL COUNTY BOARD OF COMMISSIONERS**
Government Services Center, Commissioners' Room & Via Livestream
515 West Fir Avenue, Fergus Falls, MN

**December 14, 2021
12:00 p.m.**

Call to Order

The Otter Tail County Board of Commissioners convened at 12:04 p.m. Tuesday, December 14, 2021, at the Government Services Center in Fergus Falls, MN. Commissioners Lee Rogness, Chair; Betty Murphy; Vice Chair, Kurt Mortenson, Wayne Johnson, and Dan Bucholz were present.

Approval of Agenda

Chair Rogness called for approval of the Board Agenda. Motion by Johnson, second by Mortenson and unanimously carried to approve the Board of Commissioners' agenda of December 14, 2021, with the following additions:

Discussion Regarding Targeted Community Capital Project Grant Program
LG220 Application for Exempt Permit

Consent Agenda

Motion by Mortenson, second by Bucholz and unanimously carried to approve the consent agenda items as follows:

1. November 23, 2021, Board of Commissioners' Meeting Minutes
2. December 1, 2021, Board of Commissioners' Special Meeting Minutes
3. Warrants/Bills for December 14, 2021 (Exhibit A)
4. Human Services & Public Health Warrants/Bills for December 14, 2021 (Exhibit A)
5. Approval of Professional Services Agreement Between MN Counties Computer Cooperative and Trimin Systems, Inc.
6. Approval of an increase in Steven Branby's County issued Credit Card from \$1,000.00 to \$2,500.00.
7. Approval of the issuance of a Tobacco License for calendar year 2022 to Ronald J. Wegscheid dba Bluffton Oil Company.
8. Approval of the issuance of a Tobacco License for calendar year 2022 to Lakes Area Cooperative dba Perham Oasis.
9. Approval of the issuance of a Tobacco License for calendar year 2022 to Lakes Area Cooperative dba Dent Oasis.
10. Approval of the issuance of a Tobacco License for calendar year 2022 to Lakes Area Cooperative dba Ottertail Oasis.
11. Approval of the issuance of a Tobacco License for calendar year 2022 to Lakes Area Cooperative dba Battle Lake Cenex.
12. Approval of the issuance of a Tobacco License for calendar year 2022 to DG Retail, LLC dba Dollar General Store # 21009.
13. Approval of the issuance of a Tobacco License for calendar year 2022 to B&D Foods, Inc., Henning, MN.

Sheriff's Office Fingerprinting Fee Increase

Motion by Johnson, second by Murphy and unanimously carried to increase the fingerprinting fee from \$15.00 to \$20.00 to assist with costs associated with software, equipment, supplies and staff time.

SPONSORING AGENCY RESOLUTION
Otter Tail County Resolution No. 2021 - 179

Be it resolved that Otter Tail County agrees to act as sponsoring for the project identified as City of Ottertail's Trunk Highway 78 Trail Improvements Project seeking "Transportation Alternatives" funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Be it further resolved that Charles H. Grotte, County Engineer is hereby authorized to act as agent on behalf of this applicant.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Murphy duly seconded by Commissioner Bucholz and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

RESOLUTION FOR AGREEMENT TO MAINTAIN FACILITY
Otter Tail County Resolution No. 2021 - 180

WHEREAS, The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS, Transportation Alternatives projects receive federal funding; and

WHEREAS, The Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS, The County of Otter Tail is the sponsoring agency for the transportation alternatives project identified as the City of Ottertail's Trunk Highway 78 Trail Improvements Project.

THEREFORE BE IT RESOLVED THAT, the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Murphy duly seconded by Commissioner Bucholz and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

Salt-Storage Building – Pelican Rapids

Motion by Johnson, second by Mortenson and unanimously carried to approve the Sourcewell Budget Proposal with Greystone Construction in the amount of \$236,143.00 for the furnishing and installation of a salt storage building in Pelican Rapids at the new Highway garage location.

LIMITED USE PERMIT RESOLUTION
Otter Tail County Resolution No. 2021 - 181

IT IS RESOLVED that the County of Otter Tail enter into Limited Use Permit No. 5607-0049 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the County of Otter Tail upon, along and adjacent to Trunk Highway No. 10 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Otter Tail County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of the County of Otter Tail, the aforesaid Limited Use Permit.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Johnson duly seconded by Commissioner Mortenson and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

Recess & Reconvene

At 12:21 p.m., Chair Rogness declared the meeting of the Otter Tail County Board of Commissioners recessed for the Economic Growth and Community Investment Committee meeting. The Board of Commissioners meeting was reconvened at 1:41 p.m.

Targeted Community Capital Project Grant Program – Letter of Support

Motion by Murphy, second by Mortenson and unanimously carried to authorize Administration to send a letter of support to the Minnesota Employment and Economic Development (DEED) regarding an application submitted by the City of Pelican Rapids for their community pool project.

Salary Structure

Motion by Johnson, second by Mortenson and unanimously carried to approve the proposed 2021 salary structure with updates to bands A13 through C43. The updated salary structure is effective January 1, 2022, for non-union employees and will be implemented for union employees as negotiated within those labor agreements.

Public Hearing Regarding Property Tax Abatements

Chair Rogness opened the Public Hearing regarding Property Tax Abatements related to the Single and Two Family Property Tax Rebate Program. Community Development Director Amy Baldwin presented 11 parcels throughout Otter Tail County that have applied and qualified for the abatement.

At 2:05 p.m., Chair Rogness opened the Public Hearing for comments from the public and no comments were received. The Public Hearing was closed at 2:06 p.m. and the following resolution was offered:

RESOLUTION APPROVING PROPERTY TAX ABATEMENTS

Otter Tail County Resolution No. 2021 - 182

BE IT RESOLVED by the Board of Otter Tail County, Minnesota (the "County"), as follows:

1. Recitals.

- (a) The County proposes to approve tax abatements in connection with the construction of single family homes (the "Projects"), The County proposes to use the tax abatements for the Projects provided for in Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law"), from the property taxes to be levied by the County on Parcel Identification Numbers 60000990445000, 19000140110003, 22000260228008, 48000190127001, 37000991416000, 47000200136014, 54000030020004, 35000210188010, 25000991217000, 25000991224000, 25000991225000 (collectively, the "Tax Abatement Properties").
- (b) The County proposes to approve tax abatements on a portion of the County's share of property taxes on the Tax Abatement Properties in the amount of \$10,000 for a term of up to five (5) years to finance a portion of the costs of the Project.

(c) The tax abatement is authorized under the Abatement Law.

2. Findings for the Tax Abatement. The Board hereby makes the following findings:

- (a) The tax abatement is the County's share of real estate taxes which relate to the Projects being constructed on the Tax Abatement Properties and not the real estate taxes that relate to the value of the land (the "Abatement").
- (b) The Board expects the benefits to the County of the Abatement to be at least equal or exceed the costs to the County thereof.
- (c) Granting the Abatement is in the public interest because it will increase the tax base in County.
- (d) The Tax Abatement Properties are not located in a tax increment financing district.
- (e) In any year, the total amount of property taxes abated by the County by this and other resolutions and agreements, does not exceed the greater of ten percent (10%) of the net tax capacity of the County for the taxes payable year to which the abatement applies or \$200,000, whichever is greater. The County may grant other abatements permitted under the Abatement Law after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

- (a) The Abatement shall be for up to five (5) years anticipated to commence for taxes payable 2023 and shall not exceed \$10,000. The County reserves the right to modify the commencement date, but the abatement period shall not exceed five (5) years.
- (b) The County shall provide the Abatement as specified in this resolution.
- (c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

4. Tax Abatement Agreements. The Board hereby approves the Tax Abatement Agreements for payment of the Abatement in substantially the form submitted and the Chair and Clerk are hereby authorized to execute the Tax Abatement Agreements on behalf of the County.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Johnson, duly seconded by Commissioner Murphy and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

RESOLUTION MODIFYING PROPERTY TAX ABATEMENTS
Otter Tail County Resolution No. 2021 - 183

BE IT RESOLVED by the Board of Otter Tail County, Minnesota (the "County"), as follows:

1. Recitals.

- (a) The County previously approved tax abatements in connection with the construction of certain single family homes (the "Projects"), from the property taxes to be levied by the County on the following Parcel Identification Numbers (the "Tax Abatement Properties").

| | | | |
|----------------|----------------|----------------|----------------|
| 20000990936000 | 45000110065001 | 71002991953000 | 25000030014009 |
| 03000990715000 | 46000310116021 | 71003991571000 | 74000990468011 |
| 37000180093002 | 48000180122000 | 71003991857000 | 25000990923000 |
| 52000990496000 | 48000330215002 | 71003991941000 | 74000990770000 |
| 08000070050001 | 49000110073002 | 71003991943000 | 06000220160006 |
| 08000240186002 | 51000010001023 | 71004500008001 | 12000290193005 |
| 08000990282000 | 51000120107053 | 71004990939000 | 50000150112001 |

| | | | |
|----------------|----------------|----------------|----------------|
| 08000990532000 | 53000050029023 | 71004990940000 | 37000350204001 |
| 11000060040001 | 53000990646000 | 71004990942000 | 22000990654000 |
| 11000060040002 | 53000990859000 | 71004990943000 | 03000990860000 |
| 11000990344000 | 53000990897000 | 71004990944000 | 03000990859000 |
| 12000070047001 | 54000990248000 | 71004990945000 | 71001500095003 |
| 13000360231001 | 55000990845000 | 71004990946000 | 53000990651000 |
| 14000990390000 | 58000050024004 | 71004990949000 | 13000210132003 |
| 17000310372001 | 60000010001000 | 71004990950000 | 12000130088006 |
| 20000130078002 | 71001990962000 | 71004990951000 | 17000991905000 |
| 20000280158002 | 71001991030000 | 71004990952000 | 27000050031000 |
| 21000350238000 | 71001991030001 | 71004990953000 | 18000990428000 |
| 22000260228006 | 71001991044000 | 71004990954000 | 20000990982000 |
| 22000990648000 | 71001991044001 | 71004990955000 | 37000991426000 |
| 28000060046002 | 71001991045000 | 72000220032003 | 71004500018002 |
| 29000990373000 | 71001991045001 | 73000990047000 | 71004990908000 |
| 29000990419000 | 71001991046000 | 73000990581000 | 20000120073002 |
| 29000990836000 | 71001991046001 | 74000990227000 | 52000990508000 |
| 29000991038000 | 71001991047000 | 74000990457000 | 32000990679000 |
| 32000100080011 | 71001991047001 | 74000990462000 | 28000040030007 |
| 32000150115002 | 71001991048000 | 74000990512000 | 29000080056000 |
| 32000330228014 | 71001991048001 | 82000990192000 | 50000150113000 |
| 35000200180008 | 71002500004065 | 82000990224000 | 52000990505000 |
| 35000990489000 | 71002990300902 | 20000990999000 | 71002990300904 |
| 36000030022900 | 71002990300903 | 20000120073000 | 76000990874002 |
| 37000991338000 | 71002991874000 | 51000120107000 | 52000260186001 |
| 38000990847000 | 71002991937000 | 74000990572000 | |
| 40000190193001 | 71002991938000 | 58000990523000 | |

- (b) The tax abatements were approved in the amount of not to exceed \$5,000 for each of the Tax Abatement Properties.
- (c) On this date, the Board held a public hearing to increase the amount of the tax abatement from not to exceed \$5,000 to not to exceed \$10,000 for each of the Tax Abatement Properties and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof at which all interested persons appeared and were heard.

2. **Modified Tax Abatement.** The tax abatements are hereby modified to be increased from not to exceed \$5,000 to not to exceed \$10,000. The term of the tax abatements is not modified and remains for up to five years.

The motion for the adoption of the foregoing resolution was introduced by Commissioner Johnson, duly seconded by Commissioner Murphy and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

Health and Human Services Worker Proclamation

Motion by Murphy, second by Bucholz and unanimously carried to recognize December 8, 2021, as County, City, Tribal, and State Health and Human Services day as declared by the Governor. The Board acknowledged the complex and challenging work involved and expressed appreciation to staff for their efforts and dedication to help improve and protect the lives of people within the community.

2022 Board of Commissioners' Meeting Schedule

Motion by Bucholz, second by Mortenson and unanimously carried to approve the 2022 Board of Commissioners' meeting schedule as presented with a modification to begin the December 13, 2022, meeting at 10:00 a.m.

2022 Board of Commissioners' Committee Assignments

Motion by Murphy, second by Johnson and unanimously carried to approve the 2022 Board of Commissioners' Committee Assignments as presented.

Fund Transfer and Bill Payment

Motion by Johnson, second by Murphy and unanimously carried to approve a transfer from the Capital Improvement Fund to the Road and Bridge Fund for the following previously approved capital expenditures:

| | | | |
|------------------------------|--|-----------|--------------|
| Nuss Truck & Equipment | Two Mack Trucks and Plows | CIC202017 | 261,778.00 |
| Otter Tail Co. Motor Vehicle | Two Mack Trucks and Plows | CIC202017 | 16,680.82 |
| Tow Master | Two Mack Trucks and Plows | CIC202017 | 251,842.00 |
| | | | |
| Grand Total – One Request | Two Mack Trucks and Plows | CIC202017 | 530,300.82 |
| | | | |
| Swanston Equipment | 2021 Etnyre S2000 Distributor Mounted on a 2021 Freightliner M2-106V Chassis | CIC202117 | 189,745.73 |
| RDO Equipment Co. | John Deere 624P Front End Loader | CIC202021 | 180,710.00 |
| RDO Equipment Co. | John Deere 624P Front End Loader | CIC202110 | 180,710.00 |
| Grand Total – All Request | | | 1,081,466.55 |

Authorization to Approve Payment for Invoices

Motion by Johnson, second by Mortenson and unanimously carried to authorize the County Auditor-Treasurer or the County Administrator to approve payment for invoices and claims received after December 14, 2021, and until December 31, 2021.

Resignation of County Coroner

County Administrator Nicole Hansen shared that County Coroner Greg Smith has submitted his resignation letter with an end date of December 31, 2021, and that she anticipates a contract will be brought to the Board in January or earlier to ensure services are in place. The Board recognized Mr. Smith's years of dedication to Otter Tail County and requested a letter of appreciation be sent.

Final Plat – Little Mac Bay

Motion by Bucholz, second by Mortenson and unanimously carried to approve the final Plat titled "Little Mac Bay", consisting of 4 Single Family Residential Non-Riparian Lots and 4 Riparian Lots Permanently Attached to 4 Non-Riparian Lots, 2 Blocks. The proposal is located north of 44243 W. Little McDonald Lake Drive, Section 9 of Edna Township; Little McDonald Lake (56-328), GD.

Planning Commission Recommendations

"Dunn Acres Subdivision"/Don Moen:

Motion by Murphy, second by Mortenson and unanimously carried, with Johnson abstaining, to approve a preliminary Plat, with a condition as recommended by Planning Commission, titled "Dunn Acres Subdivision", consisting of 13 Single Family Residential Non-Shoreland Lots, 2 Blocks. The proposal is located north of 22708 S. Pelican Dr, Section 20 of Dunn Township; Non-Shoreland.

"Sunny Oak Pass"/Brian & Melissa Graff:

Motion by Johnson, second by Bucholz and unanimously carried to approve a preliminary Plat titled "Sunny Oak Pass", consisting of 3 Single Family Residential Riparian Lots, 1 Block; and a conditional use permit application requesting the development of Sunny Oak Pass, Parcel 46000020005007, to be split into 3 separate tracts, and build a road to county specs. The proposal is located on 443rd Ave, South of 44318 338th St., Sec 2 of Otter Tail Township; Buchanan Lake (56-209), GD.

FY 2022 & 2023 Board of Water and Soil Resources Natural Resource Block Grant Agreement

Motion by Mortenson, second by Murphy and unanimously carried, with Johnson abstaining, to authorize appropriate County Officials' signatures to execute the Fiscal Year 2022 and 2023 State of MN Board of Water and Soil Resources Natural Resources Block Grant Agreement between Otter Tail County and the State of MN, acting through its Board of Water and Soil Resources Board. The grant is in the amount of \$254,097.00 and is to be used toward various grant programs as outlined in the agreement.

SSTS Local Cost Share Fix Up Fund Program Policy Update

Land and Resource Director Chris LeClair shared that in addition to the grant received from the MPCA, the county also received a grant from BWSR for 2022 in the amount of \$25,450.00 to be used toward septic treatment system upgrades. In an effort to provide more opportunity to property owners, the county does not plan to stack these grants and staff will identify which grant will be most beneficial to the property owner.

Motion by Bucholz, second by Mortenson and unanimously carried, with Johnson abstaining, to approve the updated SSTS Local Cost Share Fix Up Fund Program Policy as presented by the Land and Resource Director.

Resolution Authorizing County Staff to Execute All Necessary Documents to Ensure County Participation in the Multistate Settlements Relating to Opioid Distributors and Manufacturers, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement, and Declaring Support for an Amendment to Minn. Stat. § 256.043, subd. 3(d).

Otter Tail County Resolution No. 2021 - 183

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement"); and

WHEREAS, during negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minn. Stat. § 256.043, subd. 3(d); and

WHEREAS, in order to achieve the goals of flexibility and direct allocation, Minn. Stat. § 256.043, subd. 3(d), must be amended to remove a provision which would otherwise appropriate approximately 50 percent of the state's settlement allocation to county social service agencies for statutorily-prescribed use(s); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

NOW, THEREFORE, BE IT RESOLVED, Otter Tail County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Otter Tail County supports and opts in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson; and

BE IT FURTHER RESOLVED, Otter Tail County authorizes county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Otter Tail County, supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

The motion for the adoption of the foregoing resolution was introduced by Commissioner Mortenson, duly seconded by Commissioner Murphy and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 14th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

County Extension Agreement and MOA Addendum 2022 – 2024

Motion by Mortenson, second by Bucholz and unanimously carried to authorize appropriate County Officials' signatures to execute the agreement between Otter Tail County and the University of Minnesota for providing extension programs locally and employing extension staff. The motion included approval of the memorandum of agreement addendum effective January 1, 2022.

Recess & Reconvene

At 2:45 p.m., Chair Rogness declared the meeting of the Otter Tail County Board of Commissioners recessed for a short break. The Board of Commissioners meeting was reconvened at 2:59 p.m.

Loon Lake Resort

Land and Resource Director Chris LeClair briefed the Board regarding a petition that was filed with the Minnesota Environmental Quality Board by Tami Norgard with Vogel Law Firm regarding a conditional use permit application for Loon Lake Resort. He identified five (5) concerns that were outlined in the petition and the Board discussed in length, reviewing each concern individually according to the criteria highlighted by County Attorney Michelle Eldien and referenced in Minnesota Statute 4410.1700 Subp. 7.

Motion by Johnson, second by Murphy and unanimously carried to extend the review period by an additional 15 days as authorized by state statute due to the timing of the next regularly scheduled Board meeting.

Motion by Johnson, second by Mortenson and unanimously carried to deny the request for a discretionary environmental assessment worksheet (EAW) based on the findings of the Board. The motion also directs the County Attorney and Land and Resource Director to prepare the findings and present to the Board for final adoption at the meeting of December 21, 2021.

LG220 Application for Exempt Permit – Battle Lake Sportsman's Club

Motion by Bucholz, second by Johnson and unanimously carried to approve an LG220 application for exempt permit for Battle Lake Sportsman's Club for a raffle event that will be held at 46336 Grandview Drive, Perham, MN.

Adjournment and Closed Session

At 3:57 p.m., Chair Rogness declared the Otter Tail County Board of Commissioners meeting adjourned for a closed session authorized under Minnesota Statute 13D.05, Subd. 3(b) to discuss attorney-client privilege matters related to Mark Sand and Gravel. The following were in attendance: Commissioners Lee Rogness, Chair; Betty Murphy; Vice Chair, Kurt Mortenson, Wayne Johnson, and Dan Bucholz, County Administrator Nicole Hansen, County Attorney Michelle Eldien, Deputy County Administrator Nick Leonard, County Engineer Charles Grotte, and Attorney Kendra Olson with Pemberton Law Firm. The next regular Board meeting is scheduled at 8:30 a.m. on Tuesday, December 21, 2021, at the Government Services Center in Fergus Falls and via live stream.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

DRAFT

| <u>Vendor Name</u> | <u>Amount</u> |
|----------------------------------|---------------|
| 106 GROUP LTD/THE | 1,122.50 |
| A-OX WELDING SUPPLY CO INC | 97.48 |
| A&A RECYCLING LLC | 180.00 |
| ACKERSON/JEFF | 150.00 |
| ALBANY RECYCLING CENTER | 2,494.14 |
| ALEX RUBBISH & RECYCLING INC | 599.73 |
| AMAZON CAPITAL SERVICES INC | 4,499.03 |
| ANYTIME PLUMBING LLC | 110.00 |
| APEX ENGINEERING GROUP INC | 28,250.90 |
| ARAMARK UNIFORM SERVICES | 557.01 |
| ASSOCIATION OF MN COUNTIES | 315.00 |
| AUTO VALUE FERGUS FALLS | 1,506.36 |
| AUTO VALUE PERHAM | 80.26 |
| AXON ENTERPRISE INC | 375.00 |
| BARKALOW/SUSANNE | 1,502.00 |
| BARR ENGINEERING CO | 3,209.06 |
| BARRY CONSTRUCTION INC | 4,137.92 |
| BDO USA LLP | 735.00 |
| BECKER CO ENVIRONMENTAL SERVICES | 1,096.00 |
| BECKER CO SHERIFF | 117.90 |
| BECKLUND OIL INC | 3,113.62 |
| BEN HOLZER UNLIMITED WATER LLC | 57.50 |
| BENGTSON/STEVEN | 215.46 |
| BEYER BODY SHOP INC | 15,982.96 |
| BLUFFTON OIL CO | 2,467.92 |
| BOUND TREE MEDICAL LLC | 139.48 |
| BOY SCOUT TROOP 305 | 520.00 |
| BRAUN INTERTEC CORPORATION | 11,153.60 |
| BRAUN VENDING INC | 16.00 |
| BRIAN'S REPAIR INC | 413.55 |
| BROWN EYED SUSANS | 825.00 |
| BUY-MOR PARTS & SERVICE LLC | 11,827.92 |
| CASS CO SHERIFF-ND | 36.00 |
| CERTIFIED AUTO REPAIR | 2,895.13 |
| CERTIFIED LABORATORIES | 577.00 |
| CLEAN SWEEP COMMERCIAL SERVICES | 1,183.00 |
| CODE 4 SERVICES INC | 83.34 |
| COLLEGE WAY AUTO | 200.80 |
| COMPASS MINERALS AMERICA INC | 37,821.50 |
| COOPER'S OFFICE SUPPLY INC | 3,593.38 |
| CREATIVE FORMS & CONCEPTS INC | 1,907.16 |
| CULLIGAN OF DETROIT LAKES | 43.80 |

| <u>Vendor Name</u> | <u>Amount</u> |
|------------------------------------|---------------|
| CULLIGAN OF WADENA | 37.75 |
| DACOTAH PAPER CO | 215.79 |
| DAILEY ELECTRIC LLC | 325.00 |
| DAKOTA FLUID POWER INC | 444.74 |
| DAKOTA MAILING & SHIPPING EQUIPMEN | 38.30 |
| DAKOTA WHOLESALE TIRE INC | 600.88 |
| DAN'S TOWING & REPAIR | 42.95 |
| DEANS DISTRIBUTING | 680.80 |
| DENZEL'S REGION WASTE INC | 140.40 |
| DHS DCT ARC 476 | 3,235.00 |
| DICK'S STANDARD | 191.95 |
| DONOHO/MICHAEL | 204.88 |
| DOUBLE A CATERING | 166.00 |
| DOUGLAS CO JAIL | 1,800.00 |
| DUININCK CONCRETE LLC | 1,895.79 |
| ECKHARDT/KIMBERLY | 450.39 |
| EIFERT/DANA | 220.50 |
| ENVIROTECH SERVICES INC | 7,356.42 |
| ERICKSON/GLEN | 250.00 |
| ESSER PLUMBING & HEATING INC | 386.95 |
| ESTEP-LARSON/SARAH | 38.08 |
| FARGO GLASS & PAINT CO INC | 450.36 |
| FARMERS CO-OP OIL | 2,063.55 |
| FARNAM'S GENUINE PARTS INC | 625.36 |
| FASTENAL COMPANY | 7.00 |
| FERGUS FALLS DAILY JOURNAL | 2,050.63 |
| FERGUS FALLS PUBLIC LIBRARY | 1,300.00 |
| FERGUS FALLS/CITY OF | 717.73 |
| FERGUS HOME & HARDWARE | 189.99 |
| FERGUS POWER PUMP INC | 3,615.00 |
| FIDLAR TECHNOLOGIES INC | 3,395.70 |
| FIELD/TERRY | 120.96 |
| FORCE AMERICA DISTRIBUTING LLC | 435.19 |
| FORKLIFTS OF MINNESOTA INC | 298.59 |
| FORUM COMMUNICATIONS COMPANY | 71.70 |
| FORUM COMMUNICATIONS PRINTING | 15,983.86 |
| FOTH INFRASTRUCTURE & ENVIRONMEN | 35,404.23 |
| FRANZ REPROGRAPHICS INC | 28.05 |
| FRONTIER MARINE & POWERSPORTS | 99.00 |
| GALLAGHER BENEFIT SERVICES INC | 400.00 |
| GALLS LLC | 1,574.86 |
| GIRARD'S BUSINESS SOLUTIONS INC | 7,228.20 |

| <u>Vendor Name</u> | <u>Amount</u> |
|------------------------------------|---------------|
| GODFATHER'S EXTERMINATING INC | 127.75 |
| GONTAREK/JONAH | 90.00 |
| GOODPOINTE TECHNOLOGY INC | 2,450.00 |
| GOPHER STATE ONE CALL | 22.95 |
| GRAINGER INC | 1,034.05 |
| GREATAMERICA FINANCIAL SVCS | 650.40 |
| GREYSTONE CONSTRUCTION CO | 112,597.37 |
| HAWES SEPTIC TANK PUMPING LLC | 270.00 |
| HENNING HARDWARE | 39.97 |
| HILLTOP LUMBER INC | 78.40 |
| HOFFMAN/RANDY | 231.11 |
| HOMETOWN REPAIR INC | 45.88 |
| HOTSY MINNESOTA | 1,825.00 |
| HOUSTON ENGINEERING INC | 63,582.99 |
| INDEPENDENT TESTING TECHNOLOGIES | 4,330.00 |
| INNOVATIVE OFFICE SOLUTIONS LLC | 346.40 |
| INTERSTATE ENGINEERING INC | 28,107.34 |
| JAKE'S JOHNS LLC | 350.00 |
| JH SIGNS & DESIGNS INC | 25.00 |
| JJ'S CO EXCAVATING LLC | 500.00 |
| JOHNSON CONTROLS INC | 456.00 |
| JOHNSON FEED INC | 19,414.66 |
| JOHNSON/DEAN | 180.00 |
| JOHNSON/DENA | 150.00 |
| JONES LAW OFFICE | 670.00 |
| KVIDT CREATIVE LLC | 7,500.00 |
| LAKES ACE HARDWARE | 13.99 |
| LAKES AREA COOPERATIVE | 243.66 |
| LAKES COUNTRY SERVICE COOP | 27,246.50 |
| LARKIN HOFFMAN DALY & LINDGREN LTD | 265.00 |
| LARRY OTT INC TRUCK SERVICE | 3,000.00 |
| LARSON/DOUG | 224.48 |
| LEE/THOMAS | 295.00 |
| LEIGHTON BROADCASTING - FERGUS FA | 545.00 |
| LIND FAMILY FUNERAL SERVICE | 687.50 |
| LINDE GAS & EQUIPMENT INC | 584.95 |
| LITTLE FALLS MACHINE INC | 2,382.99 |
| LOCATORS & SUPPLIES INC | 203.34 |
| M-R SIGN CO INC | 1,537.47 |
| MALMSTROM/CARL | 1,486.93 |
| MARCO INC ST LOUIS | 1,989.18 |
| MARCO TECHNOLOGIES LLC | 58,179.41 |

| <u>Vendor Name</u> | <u>Amount</u> |
|------------------------------------|---------------|
| MARK SAND & GRAVEL CO | 10,379.46 |
| MARKS FLEET SUPPLY INC | 184.92 |
| MARTHALER/TERENCE | 270.40 |
| MARTIN/VALERIE | 150.00 |
| MARTINI/JEROME | 300.00 |
| MATTHEW BENDER & COMPANY INC | 2,886.25 |
| MCCONN/CHRISTOPHER | 172.28 |
| MCIT | 7,532.00 |
| MED COMPASS | 621.00 |
| MEEMKEN/GARY | 1,000.00 |
| MEND CORRECTIONAL CARE | 11,033.50 |
| MERICKEL LUMBER | 112.23 |
| MINNESOTA MOTOR COMPANY | 1,249.03 |
| MINNESOTA SHERIFFS' ASSOCIATION | 180.00 |
| MINNKOTA ENVIRO SERVICES INC | 51.00 |
| MN CONTINUING LEGAL EDUCATION | 156.00 |
| MN DEPT OF TRANSPORTATION | 900.00 |
| MN FALL MAINTENANCE EXPO | 520.00 |
| MOORE ENGINEERING INC | 10,404.40 |
| N F FIELD ABSTRACT CO LLC | 125.00 |
| NETWORK CENTER INC | 815.10 |
| NETWORK SERVICES COMPANY | 465.51 |
| NEW YORK MILLS PUBLIC LIBRARY | 700.00 |
| NEW YORK MILLS/CITY OF | 1,350.00 |
| NEWMAN PAINTING INC | 600.00 |
| NEWVILLE/DARREN | 343.72 |
| NORTHERN SAFETY TECHNOLOGY INC | 662.09 |
| NORTHERN STATES SUPPLY INC | 274.36 |
| NORTHLAND FIRE PROTECTION | 318.50 |
| NORTHWEST TIRE INC | 1,791.56 |
| NOVA FIRE PROTECTION | 2,470.00 |
| NUSS TRUCK & EQUIPMENT | 1,296.67 |
| OLSEN CHAIN & CABLE CO INC | 515.00 |
| OLSON TIRE & OIL | 1,252.85 |
| OLSON/BRENDA | 101.88 |
| OPG-3 INC | 555.00 |
| OTTER ELECTRIC LLC | 3,088.30 |
| OTTER TAIL CO COURT ADMINISTRATION | 37,331.50 |
| OTTER TAIL CO TREASURER | 30.00 |
| OTTER TAIL CO TREASURER | 448.69 |
| OTTERTAIL TRUCKING INC | 30,958.88 |
| OVERHEAD DOOR CO OF FERGUS FALLS | 50.00 |

| <u>Vendor Name</u> | <u>Amount</u> |
|------------------------------------|---------------|
| PACE ANALYTICAL SERVICES INC | 11,146.38 |
| PALER/WALTER | 716.80 |
| PARK REGION CO OP | 688.13 |
| PARKERS PRAIRIE/CITY OF | 65.00 |
| PARTS OF PERHAM | 29.79 |
| PAUL HAARSTAD EXCAVATING | 250.00 |
| PAW PUBLICATIONS LLC BATTLE LAKE R | 400.13 |
| PELICAN RAPIDS PRESS | 109.28 |
| PEMBERTON LAW PLLP | 6,268.00 |
| PEOPLEFACTS LLC | 14.09 |
| PERHAM PUBLIC LIBRARY | 700.00 |
| PETE'S AMOCO | 490.00 |
| PETE'S AUTOBODY LLC | 900.00 |
| PHOENIX SUPPLY | 473.74 |
| POWERPLAN OIB | 484.53 |
| PRAIRIE SCALE SYSTEMS INC | 1,536.05 |
| PRECISE MRM LLC | 3,643.69 |
| PREMIER ELECTRIC INC | 1,190.00 |
| PRO AG FARMERS CO OP | 118.44 |
| PRO AG FARMERS COOPERATIVE | 638.81 |
| PRO-WEST & ASSOCIATES INC | 698.46 |
| PROFESSIONAL PORTABLE X-RAY INC | 300.00 |
| PSICK CAPITOL SOLUTIONS INC | 3,000.00 |
| QUADIENT LEASING USA INC | 9,689.34 |
| QUICK'S NAPA AUTO PARTS | 8.14 |
| RAY'S OIL COMPANY | 688.00 |
| RDO EQUIPMENT CO | 1,040.54 |
| RED DOT PEST CONTROL | 758.00 |
| RED RIVER WATERSHED MANAGEMENT I | 110,429.00 |
| RETHEMEIER/CAROL | 97.40 |
| RINGDAHL AMBULANCE INC | 200.00 |
| RINKE NOONAN LAW FIRM | 489.00 |
| RIPLEY/DAVID | 75.00 |
| RODER/BETSY | 150.00 |
| SAEWERT/JESSE | 250.00 |
| SANITATION PRODUCTS INC | 164.26 |
| SCHAKE/SARAH | 5,200.00 |
| SCHMITZ BODY PAINT & REPAIR INC | 4,731.05 |
| SCHORNACK/DAVID | 150.00 |
| SCHWARTZ/STEVEN | 75.00 |
| SCOTT HOFLAND CONSTRUCTION INC | 8,320.00 |
| SOLARWINDS | 4,169.28 |

| <u>Vendor Name</u> | <u>Amount</u> |
|--------------------------------|---------------------|
| STAPLES BUSINESS CREDIT | 796.26 |
| STEINS INC | 4,831.28 |
| STEVE'S SANITATION INC | 8,241.25 |
| STONEFLY INC | 1,082.20 |
| STRAND ACE HARDWARE | 11.99 |
| STREICHERS | 135.00 |
| SUMMERVILLE ELECTRIC INC | 192.87 |
| SUMMIT FIRE PROTECTION | 654.00 |
| SUMMIT FOOD SERVICE LLC | 8,868.12 |
| SWANBERG/GREGORY | 75.00 |
| SWANSTON EQUIPMENT CORP | 1,420.01 |
| T & K TIRES | 200.00 |
| THIS WEEKS SHOPPING NEWS | 110.88 |
| THOMSON REUTERS - WEST | 5,116.50 |
| THRIFTY WHITE PHARMACY | 1,184.77 |
| TOBKINS/ROB | 535.96 |
| TRITES/DAVID | 243.52 |
| TSCHIDA/CRAIG | 159.04 |
| TUNGSETH/TODD | 56.07 |
| TWEETON REFRIGERATION INC | 596.70 |
| ULINE | 642.85 |
| UNLIMITED AUTO GLASS INC | 1,540.00 |
| US BANK EQUIPMENT FINANCE | 1,483.26 |
| VARIANT DIGITAL LLC | 1,125.00 |
| VERGAS HARDWARE | 50.02 |
| VICTOR LUNDEEN COMPANY | 2,547.13 |
| VIKING COCA-COLA | 450.00 |
| VIKING GARAGE DOOR COMPANY INC | 8,254.77 |
| VOSS LIGHTING | 129.90 |
| W REEVES & ASSOCIATES INC | 1,217.00 |
| WADENA ASPHALT INC | 1,950.00 |
| WALKUP/JOHN | 250.00 |
| WASTE MANAGEMENT | 40,901.30 |
| WATCHGUARD VIDEO | 500.00 |
| WSB & ASSOCIATES INC | 32,472.00 |
| X-STREAM WATERJETTING LLC | 351.09 |
| ZIEGLER INC | 1,784.32 |
| ZIMMERMAN/STEVEN | 1,040.00 |
| Final Total: | 1,030,345.08 |

| <u>Vendor Name</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| AMAZON CAPITAL SERVICES INC | 1,275.77 |
| BESEMAN/KAREN | 258.16 |
| CLAY CO HEALTH DEPT | 96,947.12 |
| DAHL/MELISSA | 9.24 |
| DEMME/ANDREA | 30.24 |
| ELLENSON/MATTIE | 88.48 |
| FRUSTOL/ANNE | 2.24 |
| GEORGESON/ANTHONY | 58.71 |
| GIBBS/ANN | 133.84 |
| GUCK/AMY | 38.14 |
| INDEPENDENT CONTRACT SERVICES OF | 5,416.67 |
| LYSNE CONSULTING & COUNSELING LLC | 920.00 |
| MAGNUSSON/LANE | 3.92 |
| MIDWEEK INC/THE | 221.76 |
| MINNESOTA MOTOR COMPANY | 178.32 |
| OEHLER/KAREN | 10.08 |
| OTTER TAIL CO TREASURER | 128.00 |
| THACKER/SARAH | 10.08 |
| VAN SANTEN/DANA | 26.38 |
| VENBERG/RACHEL | 124.32 |
| WESTBY/LINDA | 68.04 |
| Final Total: | 105,949.51 |

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| <u>Vendor Name</u> | <u>Amount</u> |
|-----------------------------------|-------------------|
| AMAZON CAPITAL SERVICES INC | 762.21 |
| COOPER'S OFFICE SUPPLY INC | 817.39 |
| DAN'S TOWING & REPAIR | 71.45 |
| DUENOW/DIANE | 53.96 |
| DVS RENEWAL | 14.25 |
| FERGUS FALLS DAILY JOURNAL | 473.50 |
| FNWN NETWORK LLC | 900.00 |
| GREATER MANKATO DIVERSITY COUNCIL | 6,000.00 |
| HANCOCK COUNTY SHERIFF | 67.96 |
| INTERNATIONAL TRANSLATION SERVICE | 210.00 |
| LAKES COUNTRY SERVICE COOP | 5,583.00 |
| MACPO | 40.00 |
| MINNESOTA MOTOR COMPANY | 950.84 |
| MINNKOTA ENVIRO SERVICES INC | 132.72 |
| MN DEPT OF HUMAN SERVICES | 3,329.54 |
| NELSON/BETH | 33.84 |
| NETTESTAD/AMY | 9.59 |
| NICOLE RANAE CONSULTING, LLC | 75.00 |
| ORGANIZATION 4 FULL PARTICIPATION | 5,500.00 |
| OTTER TAIL CO SHERIFF | 40.00 |
| OTTER TAIL CO TREASURER | 13,841.32 |
| PACIFIC INTERPRETERS INC | 1,211.60 |
| POSTMASTER | 200.00 |
| PREMIER BIOTECH INC | 1,490.00 |
| QUALITY TOYOTA | 971.23 |
| RESLER/RANDI | 87.71 |
| SCHMIDT/HEATHER | 15.00 |
| SCHOOL DIST 261-Ashby School | 376.35 |
| SCHOOL DIST 542-BATTLE LAKE | 4,309.50 |
| SCHOOL DIST 544-FERGUS FALLS | 23,641.15 |
| SCHOOL DIST 545-HENNING | 3,722.55 |
| SCHOOL DIST 547-PARKERS PRAIRIE | 5,270.85 |
| SCHOOL DIST 548-PELICAN RAPIDS | 9,104.55 |
| SCHOOL DIST 549-PERHAM | 15,154.10 |
| SCHOOL DIST 550-UNDERWOOD | 5,695.30 |
| SCHOOL DIST 553-NYM | 7,475.65 |
| SEVEN COUNTY PROCESS SERVERS LLC | 25.00 |
| STANISLAWSKI/MARI | 30.00 |
| STEVENS CO SHERIFF'S OFFICE | 50.00 |
| TJM PROMOS | 2,100.00 |
| VICTOR LUNDEEN COMPANY | 190.30 |
| Final Total: | 120,027.41 |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 4
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: Y

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Otter Tail County Auditor



| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|---------------------------------------|-------------|-----------------|--------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 5276 | 4T CREATIVE | | | | | | |
| | 02-705-000-1010-6290 | | 825.00 | BLANDIN GRANT - CONSULTING | 190114 | Broadband | G |
| 5276 | 4T CREATIVE | | 825.00 | 1 Transactions | | | |
| 14386 | AMAZON CAPITAL SERVICES INC | | | | | | |
| | 01-031-000-0000-6369 | | 549.90 | A2RJVV5AA0WI1P STRENGTHSFINDER | 1HWJ-NTYP-P7WD | Miscellaneous Charges | N |
| | 01-061-000-0000-6406 | | 338.00 | A2RJVV5AA0WI1P TONER | 1FFW-XXGM-4X7M | Office Supplies | N |
| | 01-122-000-0000-6406 | | 46.50 | A2RJVV5AA0WI1P PLANNER | 1RR9-74LN-9WH9 | Office Supplies | N |
| | 01-122-000-0000-6406 | | 46.50 | A2RJVV5AA0WI1P PLANNER | 1RR9-74LN-HGTK | Office Supplies | N |
| | 01-122-000-0000-6406 | | 46.50 | A2RJVV5AA0WI1P PLANNER | 1XJM-L1QC-GQJG | Office Supplies | N |
| | 01-201-000-0000-6406 | | 25.35 | A2RJVV5AA0WI1P INK PADS | 1FN1-KTV6-9PNF | Office Supplies | N |
| | 01-201-000-0000-6492 | | 19.96 | A2RJVV5AA0WI1P BATTERIES | 1H3H-9MRF-4MXM | Police Equipment | N |
| | 01-201-000-0000-6406 | | 129.00 | A2RJVV5AA0WI1P TRANSCRIPT PED | 1NN1-VXVM-KN6C | Office Supplies | N |
| | 01-250-000-0000-6491 | | 299.98 | A2RJVV5AA0WI1P IEMT O2 BAG | 1RR9-74LN-43K4 | Jail Supplies | N |
| | 02-225-000-0000-6369 | | 28.37 | A2RJVV5AA0WI1P PVC CARDS | 14V3-1CC6-QVMT | Miscellaneous Charges | N |
| | 02-225-000-0000-6369 | | 812.37 | A2RJVV5AA0WI1P LASER PRINTER | 1G4K-W19T-T4GK | Miscellaneous Charges | N |
| | 02-225-000-0000-6369 | | 28.37 | A2RJVV5AA0WI1P PVC CARDS | 1VJG-K6M9-QWJ3 | Miscellaneous Charges | N |
| | 50-399-000-0000-6300 | | 57.56 | A2RJVV5AA0WI1P HVAC FILTERS | 11DQ-41VQ-1HYR | Building And Grounds Maintenance | N |
| 14386 | AMAZON CAPITAL SERVICES INC | | 2,377.66 | 13 Transactions | | | |
| 765 | AMERICAN WELDING & GAS INC | | | | | | |
| | 01-201-000-0000-6491 | | 28.15 | ACCT AA822 OXYGEN | 08147700 | General Supplies | N |
| 765 | AMERICAN WELDING & GAS INC | | 28.15 | 1 Transactions | | | |
| 13620 | ARAMARK UNIFORM SERVICES | | | | | | |
| | 50-000-000-0120-6290 | | 35.07 | ACCT 160002806 | 252000077508 | Contracted Services. | N |
| | 50-000-000-0000-6290 | | 19.04 | ACCT 160002035 | 252000077771 | Contracted Services | N |
| | 50-390-000-0000-6290 | | 19.04 | ACCT 160002035 | 252000077771 | Contracted Services. | N |
| | 50-399-000-0000-6290 | | 33.04 | ACCT 160002035 | 252000077771 | Contracted Services. | N |
| 13620 | ARAMARK UNIFORM SERVICES | | 106.19 | 4 Transactions | | | |
| 5765 | BARR ENGINEERING CO | | | | | | |
| | 09-507-510-0000-6278 | | 2,524.50 | FOUNDATION REPAIR SERVICES | 23561027.01-2 | Engineering & Hydrological Testing | N |
| 5765 | BARR ENGINEERING CO | | 2,524.50 | 1 Transactions | | | |
| 13535 | BHH PARTNERS | | | | | | |
| | 01-112-000-0000-6673 | | 7,500.00 | PROJECT 42153.0 CRTHSE MASONRY | NOV2021 | Remodeling Projects | N |
| | 09-507-510-0000-6278 | | 2,299.40 | PROJECT 41937.1 PM BLDG REPAIR | NOV2021 | Engineering & Hydrological Testing | N |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor No.</u> | <u>Name</u> <u>Account/Formula</u> | <u>Rpt</u> <u>Accr</u> | <u>Amount</u> | <u>Warrant Description</u> <u>Service Dates</u> | <u>Invoice #</u> <u>Paid On Bhf #</u> | <u>Account/Formula Description</u> <u>On Behalf of Name</u> | <u>1099</u> |
|-------------------|--|---------------------------|------------------|--|--|--|-------------|
| | 10-303-000-0000-6278 | | 2,390.31 | ENGINEERING SERVICES | | Engineering & Hydrological Testing | N |
| 13535 | BHH PARTNERS | | 12,189.71 | 3 Transactions | | | |
| 6811 | BIOMETRIC SOLUTIONS LLC | | | | | | |
| | 02-225-000-0000-6369 | | 5,099.00 | FINGERPRINT SCANNER/SOFTWARE | 210002348811 | Miscellaneous Charges | N |
| 6811 | BIOMETRIC SOLUTIONS LLC | | 5,099.00 | 1 Transactions | | | |
| 31780 | BLUFFTON OIL CO | | | | | | |
| | 10-304-000-0000-6572 | | 105.00 | REPAIR | 4528 | Repair And Maintenance Supplies | N |
| 31780 | BLUFFTON OIL CO | | 105.00 | 1 Transactions | | | |
| 11652 | BOYER/RODNEY | | | | | | |
| | 01-124-000-0000-6140 | | 150.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 109.76 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 11652 | BOYER/RODNEY | | 259.76 | 2 Transactions | | | |
| 10371 | BRIAN'S REPAIR INC | | | | | | |
| | 50-000-000-0130-6304 | | 28.50 | TIRE REPAIR 12/7/21 | 41203 | Repair And Maintenance-Vehicle | N |
| 10371 | BRIAN'S REPAIR INC | | 28.50 | 1 Transactions | | | |
| 16214 | BUDKE EXCAVATING & SEPTIC PLUS+ LLC | | | | | | |
| | 10-302-000-0000-6505 | | 540.00 | ROCK | 785 | Aggregates | N |
| 16214 | BUDKE EXCAVATING & SEPTIC PLUS+ LLC | | 540.00 | 1 Transactions | | | |
| 3423 | BUY-MOR PARTS & SERVICE LLC | | | | | | |
| | 50-399-000-0000-6304 | | 2,224.46 | ACCT 100331 #1712 REPAIRS | 066208 | Repair And Maint-Vehicles | N |
| 3423 | BUY-MOR PARTS & SERVICE LLC | | 2,224.46 | 1 Transactions | | | |
| 15663 | CALL/CODY | | | | | | |
| | 01-122-000-0000-6331 | | 31.77 | MEALS - WETLAND TRAINING | 10/4/21 | Meals And Lodging | N |
| | 01-122-000-0000-6331 | | 75.06 | MEALS - WETLAND TRAINING | 10/5-7/21 | Meals And Lodging | N |
| | 01-122-000-0000-6331 | | 13.11 | MEAL - WETLAND TRAINING | 10/8/21 | Meals And Lodging | N |
| | 01-122-000-0000-6331 | | 12.95 | MEAL - WETLAND TRAINING | 7/28/21 | Meals And Lodging | N |
| 15663 | CALL/CODY | | 132.89 | 4 Transactions | | | |
| 6026 | CJB LAW PLLC | | | | | | |
| | 01-013-000-0000-6262 | | 277.50 | 56-JV-21-457 T KAMPSULA | 24584 | Public Defender | Y |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--|-------------|-----------------|-------------------------------|----------------------|--------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 6026 | CJB LAW PLLC | | 277.50 | 1 Transactions | | | |
| 12058 | CLEAN SWEEP COMMERCIAL SERVICES | | | | | | |
| | 01-112-000-0000-6310 | | 575.00 | WINDOW CLEANING NOV 2021 | PA 046483 | Outside Vendor Services | Y |
| 12058 | CLEAN SWEEP COMMERCIAL SERVICES | | 575.00 | 1 Transactions | | | |
| 9087 | CODE 4 SERVICES INC | | | | | | |
| | 01-201-000-0000-6304 | | 52.25 | UNIT 1602 COMPUTER DOCK | 6769 | Repair And Maintenance | N |
| | 01-201-000-0000-6304 | | 52.25 | UNIT 1703 COMPUTER DOCK | 6772 | Repair And Maintenance | N |
| 9087 | CODE 4 SERVICES INC | | 104.50 | 2 Transactions | | | |
| 7479 | CONCEPT CATERING | | | | | | |
| | 02-219-000-0000-6369 | | 273.00 | MEALS - TRAINING 12/8/21 | 617554 | Miscellaneous Charges | N |
| 7479 | CONCEPT CATERING | | 273.00 | 1 Transactions | | | |
| 32603 | COOPER'S OFFICE SUPPLY INC | | | | | | |
| | 01-101-000-0000-6677 | | 129.95 | ACCT 2189988140 PRINTER STAND | 456745 | Office Furniture And Equipment-Minor | N |
| | 01-101-000-0000-6677 | | 8,797.67 | ACCT 2189988140 WORK STATIONS | 456748 | Office Furniture And Equipment-Minor | N |
| 32603 | COOPER'S OFFICE SUPPLY INC | | 8,927.62 | 2 Transactions | | | |
| 15373 | COVERTTRACK GROUP INC | | | | | | |
| | 01-201-000-0000-6200 | | 600.00 | AIRTIME FOR UPDATES/SUBSCRIPT | 47308 | Telephone | N |
| | 01-201-000-0000-6396 | | 1,110.00 | STEALTH 5 TRACKING DEVICE | 47308 | Special Investigation | N |
| 15373 | COVERTTRACK GROUP INC | | 1,710.00 | 2 Transactions | | | |
| 5407 | CULLIGAN OF ELBOW LAKE | | | | | | |
| | 50-000-000-0170-6290 | | 33.50 | ACCT 327-00028118-5 | 11/30/21 | Contracted Services. | N |
| 5407 | CULLIGAN OF ELBOW LAKE | | 33.50 | 1 Transactions | | | |
| 9018 | D & T VENTURES LLC | | | | | | |
| | 01-061-000-0000-6202 | | 350.00 | CREDIT CLERK SUPPORT | 301456 | County Website | N |
| | 01-061-000-0000-6202 | | 464.00 | TAX WEBSITE SUPPORT | 301456 | County Website | N |
| | 01-061-000-0000-6202 | | 275.00 | ESS PAYROLL SUPPORT | 301456 | County Website | N |
| 9018 | D & T VENTURES LLC | | 1,089.00 | 3 Transactions | | | |
| 1261 | DENZEL'S REGION WASTE INC | | | | | | |
| | 10-304-000-0000-6253 | | 154.44 | WASTE DISPOSAL 12/1-12/31/21 | | Garbage | N |

Otter Tail County Auditor



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COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--|-------------|------------------|-----------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 1261 | DENZEL'S REGION WASTE INC | | 154.44 | 1 Transactions | | | |
| 11391 | DOUBLE A CATERING | | | | | | |
| | 01-002-000-0000-6369 | | 89.50 | LUNCHES FOR BOARD MTG 12/14 | 12/14/21 | Miscellaneous Charges | N |
| 11391 | DOUBLE A CATERING | | 89.50 | 1 Transactions | | | |
| 5972 | ECKHARDT/KIMBERLY | | | | | | |
| | 10-304-000-0000-6565 | | 7.54 | SUPPLIES | 5317724 | Fuels - Diesel | N |
| 5972 | ECKHARDT/KIMBERLY | | 7.54 | 1 Transactions | | | |
| 5430 | EIFERT/DANA | | | | | | |
| | 13-012-000-0000-6369 | | 90.00 | LAW LIBRARY HRS NOV 2021 | NOV2021 | Miscellaneous Charges | Y |
| 5430 | EIFERT/DANA | | 90.00 | 1 Transactions | | | |
| 13651 | ENVIRONMENTAL SENTRY PROTECTION LLC | | | | | | |
| | 02-612-000-0000-6369 | | 14,040.00 | I-LIDS OPERATIONS PYMT 2 | 1359 | Miscellaneous Charges | Y |
| 13651 | ENVIRONMENTAL SENTRY PROTECTION LLC | | 14,040.00 | 1 Transactions | | | |
| 6461 | EVER GREEN LAWNS | | | | | | |
| | 02-612-000-0000-6369 | | 80.00 | WINTERIZE RINSE STATION | 6779 | Miscellaneous Charges | N |
| 6461 | EVER GREEN LAWNS | | 80.00 | 1 Transactions | | | |
| 9255 | EXTREME MARINE LLC | | | | | | |
| | 01-204-000-0000-6304 | | 324.45 | BATTERY/HORN BOAT #11 | 13510 | Repair And Maintenance | Y |
| | 01-204-000-0000-6304 | | 155.00 | WINTERIZE BOAT #2 | 13983 | Repair And Maintenance | Y |
| | 01-204-000-0000-6304 | | 155.00 | WINTERIZE BOAT #6 | 14263 | Repair And Maintenance | Y |
| | 01-204-000-0000-6304 | | 155.00 | WINTERIZE MERCURY MOTOR | 14484 | Repair And Maintenance | Y |
| 9255 | EXTREME MARINE LLC | | 789.45 | 4 Transactions | | | |
| 5781 | FARMER'S DAUGHTER RUSTIC BAKERY LLC | | | | | | |
| | 01-201-000-0000-6171 | | 28.00 | ROLLS FOR INTEL MEETING | 810505 | Tuition And Education Expenses | N |
| 5781 | FARMER'S DAUGHTER RUSTIC BAKERY LLC | | 28.00 | 1 Transactions | | | |
| 373 | FARNAM'S GENUINE PARTS INC | | | | | | |
| | 01-112-101-0000-6572 | | 41.16 | ACCT 13040 FHP BELTS | 822611 | Repair And Maintenance Supplies | N |
| | 01-112-101-0000-6572 | | 14.77 | ACCT 13040 FHP BELT | 822769 | Repair And Maintenance Supplies | N |
| | 50-000-000-0150-6306 | | 147.99 | ACCT 13035 BATTERY | 573956 | Repair/Maint. Equip | N |

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COMMISSIONER'S VOUCHERS ENTRIES

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|---------------|-------------------------------------|-------------|-----------------|-------------------------------|----------------------|--|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| | 50-390-000-0000-6410 | | 23.38 | ACCT 13050 OIL DRY | 822749 | Custodial Supplies | N |
| 373 | FARNAM'S GENUINE PARTS INC | | 227.30 | 4 Transactions | | | |
| 35011 | FERGUS FALLS DAILY JOURNAL | | | | | | |
| | 01-122-000-0000-6240 | | 99.94 | ACCT 530699 RENEW ENERGY ORD | 454897 | Publishing & Advertising | N |
| | 01-123-000-0000-6240 | | 181.70 | ACCT 530699 BA MTG 12.9 | 457259 | Publishing & Advertising | N |
| | 01-124-000-0000-6240 | | 81.77 | ACCT 530699 PC MTG 12.08 | 457248 | Publishing & Advertising | N |
| | 02-612-000-0000-6369 | | 299.00 | ACCT 524111 LAKES JOURNAL AD | 1733815 | Miscellaneous Charges | N |
| 35011 | FERGUS FALLS DAILY JOURNAL | | 662.41 | 4 Transactions | | | |
| 32679 | FERGUS FALLS/CITY OF | | | | | | |
| | 09-507-575-0000-6278 | | 3,097.50 | ACCT 18155 GLACIAL EDGE TRAIL | 35697 | Engineering & Hydrological Testing Glaci | N |
| 32679 | FERGUS FALLS/CITY OF | | 3,097.50 | 1 Transactions | | | |
| 35018 | FERGUS TIRE CENTER INC | | | | | | |
| | 01-122-000-0000-6304 | | 553.16 | UNIT 15510 TIRES | 374677 | Repair And Maintenance | N |
| 35018 | FERGUS TIRE CENTER INC | | 553.16 | 1 Transactions | | | |
| 6663 | FINKELSON/BETH | | | | | | |
| | 01-041-000-0000-6330 | | 45.36 | MILEAGE - PHOTO TAKING/MTG | 12/9/21 | Mileage | N |
| 6663 | FINKELSON/BETH | | 45.36 | 1 Transactions | | | |
| 383 | FIRST LUTHERAN CHURCH | | | | | | |
| | 01-112-101-0000-6349 | | 5,040.00 | PARKING LOT RENTAL 2021 | 71 | Miscellaneous Rentals | 1 |
| 383 | FIRST LUTHERAN CHURCH | | 5,040.00 | 1 Transactions | | | |
| 15555 | FISCHER/JUDD | | | | | | |
| | 01-124-000-0000-6140 | | 150.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 85.12 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 15555 | FISCHER/JUDD | | 235.12 | 2 Transactions | | | |
| 14517 | FORUM COMMUNICATIONS COMPANY | | | | | | |
| | 01-124-000-0000-6240 | | 59.75 | ACCT 352588 PC MTG 11/10/21 | 2286903 | Publishing & Advertising | N |
| | 50-000-000-0000-6240 | | 89.63 | ACCT 305702 SW MASTER PLAN | 2285356 | Publishing & Advertising | N |
| 14517 | FORUM COMMUNICATIONS COMPANY | | 149.38 | 2 Transactions | | | |
| 15050 | FRANZ REPROGRAPHICS INC | | | | | | |

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COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--|-------------|-----------------|--------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| | 10-303-000-0000-6342 | | 27.12 | SERVICE AGREEMENT - HP PRINTER | 236764-0 | Service Agreements | N |
| 15050 | FRANZ REPROGRAPHICS INC | | 27.12 | 1 Transactions | | | |
| | | | | | | | |
| 13304 | FRAZIER/BRENT | | | | | | |
| | 01-124-000-0000-6140 | | 225.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 71.12 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 13304 | FRAZIER/BRENT | | 296.12 | 2 Transactions | | | |
| | | | | | | | |
| 3628 | FRONTIER PRECISION INC | | | | | | |
| | 10-303-000-0000-6501 | | 828.00 | LABOR - GPS ANNUAL MAINT | 244157 | Engineering And Surveying Supplies | N |
| 3628 | FRONTIER PRECISION INC | | 828.00 | 1 Transactions | | | |
| | | | | | | | |
| 12835 | GABE/RICHARD | | | | | | |
| | 01-124-000-0000-6140 | | 150.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 81.20 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 12835 | GABE/RICHARD | | 231.20 | 2 Transactions | | | |
| | | | | | | | |
| 392 | GALLS LLC | | | | | | |
| | 01-201-000-0000-6526 | | 183.96 | ACCT 1002151493 SUPERSHIRTS | 019867903 15790 | Uniforms WING/MICHAEL | N |
| | 01-201-000-0000-6526 | | 183.96 | ACCT 1002151493 SUPERSHIRTS | 019867904 | Uniforms | N |
| | 01-201-000-0000-6526 | | 63.57 | ACCT 1002151493 BASE SHIRT | 019867914 15659 | Uniforms BACHELDER/JARED | N |
| | 01-201-000-0000-6526 | | 45.47 | ACCT 1002151493 TURTLENECK | 019867915 | Uniforms | N |
| 392 | GALLS LLC | | 476.96 | 4 Transactions | | | |
| | | | | | | | |
| 37755 | HEALTHCARE ENVIRONMENTAL SERVICES I | | | | | | |
| | 01-250-000-0000-6432 | | 130.20 | ACCT 325 WASTE DISPOSAL | 60749 | Medical Incarcerated | N |
| 37755 | HEALTHCARE ENVIRONMENTAL SERVICES I | | 130.20 | 1 Transactions | | | |
| | | | | | | | |
| 4279 | HENNING SNOW CRUISERS | | | | | | |
| | 22-622-000-0605-6369 | | 2,012.50 | CULVERT PROJECT EXPENSES | 12/9/21 | Miscellaneous Charges | N |
| 4279 | HENNING SNOW CRUISERS | | 2,012.50 | 1 Transactions | | | |
| | | | | | | | |
| 39324 | JK SPORTS INC | | | | | | |
| | 01-250-000-0000-6452 | | 550.80 | CREW SWEATSHIRTS | 93087 | Prisoners Clothing Cost | N |

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| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|----------------------------------|-------------|----------------------------|--------------------------------|------------------------------------|---------------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 39324 | JK SPORTS INC | | 550.80 | 1 Transactions | | |
| 10959 | JOBSHQ | | | | | |
| | 50-000-000-0000-6240 | | 62.20 | ACCT 45604 SOLID WASTE ATTEND | 2283255 | Publishing & Advertising |
| 10959 | JOBSHQ | | 62.20 | 1 Transactions | | |
| 1630 | JOHNSON CONTROLS INC | | | | | |
| | 01-112-101-0000-6572 | | 967.08 | ACCT 385-00894553 ALARM SVC | 88314273 | Repair And Maintenance Supplies |
| 1630 | JOHNSON CONTROLS INC | | 967.08 | 1 Transactions | | |
| 10894 | JOHNSON FEED INC | | | | | |
| | 10-302-000-0000-6514 | | 2,463.86 | SALT - 25.87 TONS NEW YORK MIL | 129679 | Salt |
| | 10-302-000-0000-6514 | | 2,415.29 | SALT - 25.36 TONS FERGUS FALLS | 130396 | Salt |
| | 10-302-000-0000-6514 | | 2,663.86 | SALT - 27.97 TONS FERGUS FALLS | 130397 | Salt |
| 10894 | JOHNSON FEED INC | | 7,543.01 | 3 Transactions | | |
| 1002 | KIMBALL MIDWEST | | | | | |
| | 10-304-000-0000-6572 | | 884.84 | PARTS | 9432911 | Repair And Maintenance Supplies |
| 1002 | KIMBALL MIDWEST | | 884.84 | 1 Transactions | | |
| 15807 | KVIDT CREATIVE LLC | | | | | |
| | 02-280-000-0000-6369 | | 2,500.00 | SAFETY/EMERGENCY VIDEO | 681 | Miscellaneous Charges |
| 15807 | KVIDT CREATIVE LLC | | 2,500.00 | 1 Transactions | | |
| 7173 | LAKE COUNTRY GRAPHICS INC | | | | | |
| | 01-250-000-0000-6399 | | 59.43 | YELLOW SAFETY VESTS | 17740 | Sentence To Serve |
| 7173 | LAKE COUNTRY GRAPHICS INC | | 59.43 | 1 Transactions | | |
| 79 | LAKE REGION HEALTHCARE | | | | | |
| | 01-205-000-0000-6273 | | 10,110.00 | ACCT OTAUD CORONER SERVICES | IVC00001939 | Coroner Expense |
| | 50-000-000-0120-6290 | | 77.50 | ACCT 1028714 R BUCHANAN | 11/17/21 | Contracted Services. |
| 79 | LAKE REGION HEALTHCARE | | 10,187.50 | 2 Transactions | | |
| 10350 | LAKES AREA COOPERATIVE | | | | | |
| | 01-112-000-0000-6560 | | 41.15 | ACCT 020318 REGULAR 11/22/21 | 1399 | Gasoline & Oil |
| | 01-112-000-0000-6560 | | 18.50 | ACCT 020318 PREMIUM 11/22/21 | 1400 | Gasoline & Oil |
| | 01-112-000-0000-6560 | | 42.94 | ACCT 020318 UNLEADED 11/2/21 | 47882 | Gasoline & Oil |

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COMMISSIONER'S VOUCHERS ENTRIES

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|---------------|---|-------------|-----------------|------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| | 10-302-000-0000-6515 | | 18.98 | ACCT #003198 - SUPPLIES | 11389 | Signs And Posts | N |
| | 10-302-000-0000-6515 | | 16.98 | ACCT #003198 - PARTS | 37260 | Signs And Posts | N |
| | 10-304-000-0000-6406 | | 59.80 | ACCT #003198 - SUPPLIES | 16996 | Office Supplies | N |
| | 10-304-000-0000-6572 | | 9.49 | ACCT #003198 - SUPPLIES | 16996 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 41.83 | ACCT #003198 - PARTS | 19174 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 6.99 | ACCT #003198 - PARTS | 37260 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6251 | | 1,352.30 | ACCT #040416-C - PROPANE | 68793 | Gas And Oil - Utility | N |
| | 10-304-000-0000-6251 | | 34.98 | ACCT #040416-C - PROPANE | 76105 | Gas And Oil - Utility | N |
| 10350 | LAKES AREA COOPERATIVE | | 1,643.94 | 11 Transactions | | | |
| 81 | LARRY OTT INC TRUCK SERVICE | | | | | | |
| | 50-399-000-0000-6290 | | 600.00 | CARDBOARD 12/6/21 | 74635 | Contracted Services. | N |
| | 50-399-000-0000-6290 | | 600.00 | CARDBOARD 12/9/21 | 74636 | Contracted Services. | N |
| 81 | LARRY OTT INC TRUCK SERVICE | | 1,200.00 | 2 Transactions | | | |
| 198 | LEIGHTON BROADCASTING - FERGUS FALLS | | | | | | |
| | 01-121-000-0000-6239 | | 395.00 | VETERANS DAY SALUTES | 185779-1 | MDVA Grant | N |
| 198 | LEIGHTON BROADCASTING - FERGUS FALLS | | 395.00 | 1 Transactions | | | |
| 3063 | LIBERTY BUSINESS SYSTEMS INC | | | | | | |
| | 01-061-000-0000-6342 | | 82.50 | ACCT OT39 TONER | 466292 | Service Agreements | N |
| 3063 | LIBERTY BUSINESS SYSTEMS INC | | 82.50 | 1 Transactions | | | |
| 41638 | LOCATORS & SUPPLIES INC | | | | | | |
| | 01-044-000-0000-6406 | | 42.69 | ACCT 23-52N4 MEASURING WHEEL | 0296840-IN | Office Supplies | N |
| | 01-122-000-0000-6406 | | 39.99 | ACCT 23-52A26 TAPE MEASURE | 0296841-IN | Office Supplies | N |
| | 10-302-000-0000-6500 | | 179.90 | SUPPLIES | 0296209-IN | Supplies | N |
| | 10-302-000-0000-6500 | | 77.93 | SUPPLIES | 0296393-IN | Supplies | N |
| | 10-303-000-0000-6501 | | 60.89 | SUPPLIES | 0296637-IN | Engineering And Surveying Supplies | N |
| | 10-304-000-0000-6406 | | 39.95 | SUPPLIES | 0296209-IN | Office Supplies | N |
| | 10-304-000-0000-6572 | | 134.75 | PARTS | 0296209-IN | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 14.95 | SUPPLIES | 0296209-IN | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6406 | | 70.91 | SUPPLIES | 0296234-IN | Office Supplies | N |
| | 10-304-000-0000-6572 | | 230.00 | SUPPLIES | 0296392-IN | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6406 | | 121.78 | SUPPLIES | 0296393-IN | Office Supplies | N |
| | 10-304-000-0000-6406 | | 23.99 | SUPPLIES | 0296513-IN | Office Supplies | N |
| | 10-304-000-0000-6406 | | 23.98 | SUPPLIES | 0296687-IN | Office Supplies | N |
| | 50-390-000-0000-6443 | | 21.97 | ACCT 23-52B13 GLOVES | 0296812-IN | Ppe & Safety Equip. & Supplies | N |

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|---------------|--------------------------------------|-------------|------------------|-------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 41638 | LOCATORS & SUPPLIES INC | | 1,083.68 | 14 Transactions | | | |
| 6934 | LONG WEEKEND SPORTSWEAR | | | | | | |
| | 01-112-000-0000-6526 | | 1,462.00 | UNIFORM SHIRTS | 24101 | Uniforms | N |
| 6934 | LONG WEEKEND SPORTSWEAR | | 1,462.00 | 1 Transactions | | | |
| 511 | M-R SIGN CO INC | | | | | | |
| | 10-302-000-0000-6515 | | 258.38 | SIGNS | 213853 | Signs And Posts | N |
| | 10-302-000-0000-6515 | | 648.78 | SIGNS | 214781 | Signs And Posts | N |
| | 10-303-000-0000-6501 | | 644.48 | SIGNS | 212728 | Engineering And Surveying Supplies | N |
| | 10-303-000-0000-6501 | | 514.51 | SIGNS | 212729 | Engineering And Surveying Supplies | N |
| | 10-303-000-0000-6501 | | 1,017.30 | SIGNS | 214779 | Engineering And Surveying Supplies | N |
| | 10-304-000-0000-6572 | | 99.75 | SUPPLIES | 214655 | Repair And Maintenance Supplies | N |
| 511 | M-R SIGN CO INC | | 3,183.20 | 6 Transactions | | | |
| 36132 | MARCO INC ST LOUIS | | | | | | |
| | 01-122-000-0000-6342 | | 175.48 | ACCT 35700038 CN 500-0491119 | 458455896 | Service Agreements | N |
| 36132 | MARCO INC ST LOUIS | | 175.48 | 1 Transactions | | | |
| 2721 | MARCO TECHNOLOGIES LLC | | | | | | |
| | 01-061-000-0000-6276 | | 18,000.00 | ACCT OT00 CN 190382-01 | INV9417842 | Professional Services | N |
| 2721 | MARCO TECHNOLOGIES LLC | | 18,000.00 | 1 Transactions | | | |
| 3699 | MCAA | | | | | | |
| | 01-201-000-0000-6406 | | 165.00 | FORMS/RECEIPTS | 200008551 | Office Supplies | N |
| 3699 | MCAA | | 165.00 | 1 Transactions | | | |
| 10115 | MCKESSON MEDICAL-SURGICAL INC | | | | | | |
| | 01-250-000-0000-6432 | | 4.99 | ACCT 5006836 EAR DROPS | 18815952 | Medical Incarcerated | N |
| | 01-250-000-0000-6432 | | 299.92 | ACCT 5006836 MEDICAL SUPPLIES | 18815979 | Medical Incarcerated | N |
| 10115 | MCKESSON MEDICAL-SURGICAL INC | | 304.91 | 2 Transactions | | | |
| 42863 | MINNESOTA MOTOR COMPANY | | | | | | |
| | 01-122-000-0000-6304 | | 63.45 | ACCT 9988095 #17522 OIL CHG | 788456 | Repair And Maintenance | N |
| | 01-122-000-0000-6304 | | 66.63 | ACCT 9988095 #1710 OIL CHG | 788462 | Repair And Maintenance | N |
| 42863 | MINNESOTA MOTOR COMPANY | | 130.08 | 2 Transactions | | | |

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|---------------|--|-------------|------------------|--------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 563 | MINNESOTA SHERIFFS' ASSOCIATION | | | | | | |
| | 02-225-000-0000-6369 | | 60.00 | ACCT 042250 PERMITS TO ACQUIRE | 250690 | Miscellaneous Charges | N |
| 563 | MINNESOTA SHERIFFS' ASSOCIATION | | 60.00 | 1 Transactions | | | |
| 6260 | MOTOROLA SOLUTIONS INC | | | | | | |
| | 02-214-000-0000-6491 | | 58,900.00 | ACCT 1209628214 VESTA SAAS | 1187066734 | General Supplies | N |
| 6260 | MOTOROLA SOLUTIONS INC | | 58,900.00 | 1 Transactions | | | |
| 2036 | NAPA CENTRAL MN | | | | | | |
| | 10-304-000-0000-6572 | | 96.18 | SUPPLIES | 959142 | Repair And Maintenance Supplies | N |
| 2036 | NAPA CENTRAL MN | | 96.18 | 1 Transactions | | | |
| 14407 | NATURE'S PUMPING | | | | | | |
| | 10-304-000-0000-6300 | | 130.00 | PUMP HOLDING TANKS | 5825 | Building And Grounds Maintenance | N |
| 14407 | NATURE'S PUMPING | | 130.00 | 1 Transactions | | | |
| 43227 | NELSON AUTO CENTER INC | | | | | | |
| | 01-044-000-0000-6304 | | 229.55 | ACCT OTTE017 WIPERS/SHIFTER | 6258145 | Repair And Maintenance | N |
| 43227 | NELSON AUTO CENTER INC | | 229.55 | 1 Transactions | | | |
| 595 | NETWORK SERVICES COMPANY | | | | | | |
| | 01-112-108-0000-6485 | | 239.44 | ACCT 655-790197 HAND TOWELS | 24839 | Custodian Supplies | N |
| | 01-112-101-0000-6485 | | 592.78 | ACCT 655-790197 SUPPLIES | 24840 | Custodian Supplies | N |
| | 01-112-108-0000-6485 | | 83.27 | ACCT 655-790197 EXAM GLOVES | 24841 | Custodian Supplies | N |
| 595 | NETWORK SERVICES COMPANY | | 915.49 | 3 Transactions | | | |
| 6582 | NOPLOS/MARIE | | | | | | |
| | 02-705-000-1010-6290 | | 450.00 | SMART ROOM PHOTOGRAPHY | 1 | Broadband | N |
| 6582 | NOPLOS/MARIE | | 450.00 | 1 Transactions | | | |
| 10132 | NORTH CENTRAL INC | | | | | | |
| | 50-000-000-0130-6290 | | 55,263.20 | CRUSHED CONCRETE | 9929 | Contracted Services. | N |
| 10132 | NORTH CENTRAL INC | | 55,263.20 | 1 Transactions | | | |
| 1066 | NORTHERN STATES SUPPLY INC | | | | | | |
| | 10-302-000-0000-6515 | | 188.67 | SUPPLIES | 1560273 | Signs And Posts | N |
| | 10-304-000-0000-6572 | | 385.34 | SUPPLIES | 1560113 | Repair And Maintenance Supplies | N |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|---|-------------|----------------------------|--------------------------------|------------------------------------|----------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 1066 | NORTHERN STATES SUPPLY INC | | 574.01 | 2 Transactions | | |
| 612 | OLSON OIL CO INC | | | | | |
| | 50-000-000-0170-6565 | | 389.90 | ACCT 22631 DIESEL 12/8/21 | 29846 | Fuels - Diesel N |
| | 50-000-000-0170-6565 | | 974.70 | ACCT 22631 DIESEL 12/8/21 | 29847 | Fuels - Diesel N |
| 612 | OLSON OIL CO INC | | 1,364.60 | 2 Transactions | | |
| 44164 | OTTER TAIL CO SOLID WASTE | | | | | |
| | 10-302-000-0000-6369 | | 150.27 | SOLID WASTE WORK FOR HWY SM 12 | | Miscellaneous Charges N |
| | 10-302-000-0000-6369 | | 478.97 | SOLID WASTE WORK FOR HWY NH 12 | | Miscellaneous Charges N |
| 44164 | OTTER TAIL CO SOLID WASTE | | 629.24 | 2 Transactions | | |
| 126 | OTTER TAIL CO TREASURER | | | | | |
| | 09-507-000-0000-6330 | | 48.75 | ACCT 420 KEVIN F | 3122 | Mileage N |
| 126 | OTTER TAIL CO TREASURER | | 48.75 | 1 Transactions | | |
| 3167 | OTTER TAIL CO TREASURER | | | | | |
| | 01-201-000-0000-6396 | | 12.00 | ACCT 140 MATTRESS DISPOSAL | OCT2021 | Special Investigation N |
| | 71-171-000-0000-6369 | | 1,306.60 | ACCT 460 WASTE DISPOSAL | OCT2021 | Miscellaneous Charges N |
| 3167 | OTTER TAIL CO TREASURER | | 1,318.60 | 2 Transactions | | |
| 624 | OTTER TAIL LAKES COUNTRY ASSOCIATION | | | | | |
| | 02-705-000-1010-6290 | | 1,000.00 | MAGAZINE AD - SMART ROOM | INV-1533 | Broadband N |
| 624 | OTTER TAIL LAKES COUNTRY ASSOCIATION | | 1,000.00 | 1 Transactions | | |
| 7392 | OTTERTAIL TRUCKING INC | | | | | |
| | 50-000-000-0120-6291 | | 681.39 | HAULING CHARGES 12/1/21 | 39402 | Contract Transportation N |
| | 50-000-000-0170-6291 | | 2,677.44 | HAULING CHARGES 12/1/21 | 39402 | Contract Transportation N |
| | 50-399-000-0000-6291 | | 1,485.20 | HAULING CHARGES 12/1/21 | 39402 | Contract Transportation N |
| 7392 | OTTERTAIL TRUCKING INC | | 4,844.03 | 3 Transactions | | |
| 6351 | OUTDOOR RENOVATIONS LANDSCAPE & NU | | | | | |
| | 01-112-000-0000-6319 | | 1,726.25 | SNOW REMOVAL NOV 2021 | 9942 | Snow Removal Y |
| 6351 | OUTDOOR RENOVATIONS LANDSCAPE & NU | | 1,726.25 | 1 Transactions | | |
| 156 | PAW PUBLICATIONS LLC BATTLE LAKE REV | | | | | |
| | 01-123-000-0000-6240 | | 77.00 | BA MTG 12/9/21 AD | NOV2021 | Publishing & Advertising N |

Otter Tail County Auditor



| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|---|-------------|----------------------------|--------------------------------|------------------------------------|------------------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 156 | PAW PUBLICATIONS LLC BATTLE LAKE REV | | 77.00 | 1 Transactions | | |
| 45047 | PELICAN RAPIDS PRESS | | | | | |
| | 01-041-000-0000-6240 | | 9,126.60 | OTC FINANCIAL STMT 2020 | 00084899 | Publishing & Advertising N |
| | 01-123-000-0000-6240 | | 81.96 | ACCT 396 BA MTG 11/18/21 | 00084706 | Publishing & Advertising N |
| | 01-124-000-0000-6240 | | 47.81 | ACCT 375 PC MTG 12/8/21 | 00084854 | Publishing & Advertising N |
| 45047 | PELICAN RAPIDS PRESS | | 9,256.37 | 3 Transactions | | |
| 12526 | PRECISE MRM LLC | | | | | |
| | 10-304-000-0000-6342 | | 1,125.00 | 10MB FLAT DATA PLAN | 200-1034134 | Service Agreements N |
| 12526 | PRECISE MRM LLC | | 1,125.00 | 1 Transactions | | |
| 15542 | PREMIER ELECTRIC INC | | | | | |
| | 50-000-000-0000-6300 | | 665.52 | RETROFIT CAN LIGHTING FIXTURES | 2182 | Building And Grounds Maintenance N |
| | 50-000-000-0150-6300 | | 4,474.85 | RETROFIT FIXTURES TO LED | 2188 | Building And Grounds Maintenance N |
| | 50-399-000-0000-6306 | | 180.00 | REPAIR TRASH COMPACTOR | 2181 | Repair/Maint. Equip N |
| 15542 | PREMIER ELECTRIC INC | | 5,320.37 | 3 Transactions | | |
| 3730 | PREMIUM WATERS INC | | | | | |
| | 50-000-000-0150-6290 | | 10.50 | ACCT 376004 DEC 2021 | DEC2021 | Contracted Services. N |
| 3730 | PREMIUM WATERS INC | | 10.50 | 1 Transactions | | |
| 9166 | RDO EQUIPMENT CO | | | | | |
| | 50-000-000-0130-6306 | | 9.84 | ACCT 2382018 KEY | P4262049 | Repair/Maint. Equip N |
| 9166 | RDO EQUIPMENT CO | | 9.84 | 1 Transactions | | |
| 8622 | RDO TRUCK CENTERS | | | | | |
| | 10-304-000-0000-6572 | | 99.10 | PARTS | 761760FX1 | Repair And Maintenance Supplies N |
| | 10-304-000-0000-6572 | | 58.96 | PARTS | 762731F | Repair And Maintenance Supplies N |
| | 10-304-000-0000-6572 | | 510.14 | PARTS | 762808F | Repair And Maintenance Supplies N |
| | 10-304-000-0000-6572 | | 609.21 | PARTS | 762808FX1 | Repair And Maintenance Supplies N |
| | 10-304-000-0000-6572 | | 32.36 | PARTS | 763630F | Repair And Maintenance Supplies N |
| 8622 | RDO TRUCK CENTERS | | 1,309.77 | 5 Transactions | | |
| 9547 | REGENTS OF THE UNIVERSITY OF MN | | | | | |
| | 01-601-000-0000-6270 | | 59,264.10 | ACCT 5007218 MOA OCT-DEC 2021 | 0300028570 | Misc Professional-Educator N |

Otter Tail County Auditor



| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--|-------------|----------------------------|-------------------------------|------------------------------------|---|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 9547 | REGENTS OF THE UNIVERSITY OF MN | | 59,264.10 | 1 Transactions | | |
| 10842 | RINKE NOONAN LAW FIRM | | | | | |
| | 10-303-000-0000-6369 | | 55.50 | LEGAL FEES - GENERAL DRAINAGE | 336134 | Miscellaneous Charges N |
| | 22-622-000-0652-6369 | | 491.00 | DITCH 52 APPEAL - CHODEK | 336135 | Miscellaneous Charges Y |
| 10842 | RINKE NOONAN LAW FIRM | | 546.50 | 2 Transactions | | |
| 15195 | RUTHER EXCAVATING, INC | | | | | |
| | 22-622-000-0641-6369 | | 661.25 | REMOVE BEAVER DAMS | 3265 | Miscellaneous Charges N |
| 15195 | RUTHER EXCAVATING, INC | | 661.25 | 1 Transactions | | |
| 13708 | SANFORD HEALTH | | | | | |
| | 01-250-000-0000-6432 | | 66.22 | ACCT 30006955 C FREITAG | 313032084 | Medical Incarcerated 6 |
| 13708 | SANFORD HEALTH | | 66.22 | 1 Transactions | | |
| 48638 | SIGNWORKS SIGNS & BANNERS LLC | | | | | |
| | 02-280-000-0000-6369 | | 560.00 | A-FRAMES | 7473 | Miscellaneous Charges Y |
| 48638 | SIGNWORKS SIGNS & BANNERS LLC | | 560.00 | 1 Transactions | | |
| 6321 | SRF CONSULTING GROUP INC | | | | | |
| | 09-507-515-0000-6278 | | 2,559.96 | ECHO BAY MASTER PLAN NOV 2021 | 14182.00-11 | Engineering & Hydrological Testing Echo N |
| | 10-303-000-0000-6278 | | 2,390.63 | OTC HWY OPERATIONS STUDY | 14490.00-6 | Engineering & Hydrological Testing N |
| 6321 | SRF CONSULTING GROUP INC | | 4,950.59 | 2 Transactions | | |
| 48183 | STEINS INC | | | | | |
| | 01-112-101-0000-6485 | | 31.76 | ACCT 00224000 DUST MOPS | 890102-2 | Custodian Supplies N |
| | 01-112-101-0000-6485 | | 174.07 | ACCT 00224000 SUPPLIES | 890423-1 | Custodian Supplies N |
| | 01-112-108-0000-6485 | | 1,229.82 | ACCT 00224002 SUPPLIES | 890661 | Custodian Supplies N |
| | 01-112-101-0000-6485 | | 1,088.81 | ACCT 00224000 SUPPLIES | 891042 | Custodian Supplies N |
| | 01-112-101-0000-6485 | | 111.48 | ACCT 00224000 SUPPLIES | 891042-1 | Custodian Supplies N |
| | 01-112-108-0000-6485 | | 320.34 | ACCT 00224002 SUPPLIES | 891043 | Custodian Supplies N |
| | 01-112-101-0000-6485 | | 169.52 | ACCT 00224000 SUPPLIES | 891535 | Custodian Supplies N |
| | 01-112-000-0000-6572 | | 3,807.06 | ACCT 00224002 BATTERIES | 891593 | Repair And Maintenance Supplies N |
| 48183 | STEINS INC | | 6,932.86 | 8 Transactions | | |
| 15408 | STONE/BRUCE | | | | | |
| | 01-124-000-0000-6140 | | 75.00 | PC - PER DIEM | 12/8/21 | Per Diem Y |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--------------------------------|-------------|-----------------|--------------------------------|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| | 01-124-000-0000-6330 | | 62.72 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 15408 | STONE/BRUCE | | 137.72 | 2 Transactions | | | |
| 168 | STREICHERS | | | | | | |
| | 01-201-000-0000-6526 | | 144.99 | ACCT 974 PANTS | 11537868 | Uniforms | N |
| | | | | | 15790 | WING/MICHAEL | |
| 168 | STREICHERS | | 144.99 | 1 Transactions | | | |
| 6642 | SUMMIT FOOD SERVICE LLC | | | | | | |
| | 01-250-000-0000-6269 | | 4,371.72 | C1252000 MEALS 11/27-12/3/21 | INV2000129094 | Professional Services-Kitchen | N |
| | 01-250-000-0000-6269 | | 4,296.69 | C1252000 MEALS 12/4-10/21 | INV2000129665 | Professional Services-Kitchen | N |
| 6642 | SUMMIT FOOD SERVICE LLC | | 8,668.41 | 2 Transactions | | | |
| 2045 | SWANSTON EQUIPMENT CORP | | | | | | |
| | 10-302-000-0000-6343 | | 1,500.00 | EQUIPMENT RENTAL - E145 11/29/ | R13140 | Equipment Rental | N |
| 2045 | SWANSTON EQUIPMENT CORP | | 1,500.00 | 1 Transactions | | | |
| 8718 | TAG UP | | | | | | |
| | 02-280-000-0000-6369 | | 290.00 | ACCT 01372 BANNERS W/ STANDS | 231616D | Miscellaneous Charges | N |
| 8718 | TAG UP | | 290.00 | 1 Transactions | | | |
| 379 | TITAN MACHINERY INC | | | | | | |
| | 10-304-000-0000-6572 | | 3.49 | PARTS | 5846819 | Repair And Maintenance Supplies | N |
| 379 | TITAN MACHINERY INC | | 3.49 | 1 Transactions | | | |
| 77 | TK ELEVATOR CORP | | | | | | |
| | 01-112-101-0000-6342 | | 684.20 | ACCT 50366 BRONZE SERVICE | 3006299685 | Service Agreements | N |
| 77 | TK ELEVATOR CORP | | 684.20 | 1 Transactions | | | |
| 11949 | TRITES/DAVID | | | | | | |
| | 01-124-000-0000-6140 | | 150.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 75.04 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 11949 | TRITES/DAVID | | 225.04 | 2 Transactions | | | |
| 7819 | US POSTAL SERVICE | | | | | | |
| | 01-149-000-0000-6210 | | 20,000.00 | POC #8041212 POSTAGE FUNDS | 031-351 | Postage & Postage Meter | N |

Otter Tail County Auditor



| <u>Vendor No.</u> | <u>Name</u> <u>Account/Formula</u> | <u>Rpt</u> <u>Accr</u> | <u>Amount</u> | <u>Warrant Description</u> <u>Service Dates</u> | <u>Invoice #</u> <u>Paid On Bhf #</u> | <u>Account/Formula Description</u> <u>On Behalf of Name</u> | <u>1099</u> |
|-------------------|--|---------------------------|------------------|--|--|--|-------------|
| 7819 | US POSTAL SERVICE | | 20,000.00 | 1 Transactions | | | |
| 3592 | VAUGHN AUTO & MARINE CO | | | | | | |
| | 01-201-000-0000-6304 | | 59.95 | UNIT 1903 OIL CHANGE | 16109 | Repair And Maintenance | N |
| 3592 | VAUGHN AUTO & MARINE CO | | 59.95 | 1 Transactions | | | |
| 7857 | VEOLIA ES TECHNICAL SOLUTIONS LLC | | | | | | |
| | 50-390-000-0000-6863 | | 12,639.29 | ACCT 1545 PAINT DISPOSAL | INV-29159 | Disposal Costs | N |
| 7857 | VEOLIA ES TECHNICAL SOLUTIONS LLC | | 12,639.29 | 1 Transactions | | | |
| 51002 | VICTOR LUNDEEN COMPANY | | | | | | |
| | 01-041-000-0000-6406 | | 658.35 | ACCT 7497 ENVELOPES | 448266 | Office Supplies | N |
| | 01-122-000-0000-6406 | | 186.31 | ACCT 7490 SUPPLIES | 1163266 | Office Supplies | N |
| | 01-122-000-0000-6406 | | 391.55 | ACCT 7490 SETBACKS | 448180 | Office Supplies | N |
| 51002 | VICTOR LUNDEEN COMPANY | | 1,236.21 | 3 Transactions | | | |
| 1655 | WALLWORK TRUCK CENTER | | | | | | |
| | 10-304-000-0000-6572 | | 219.12 | PARTS | 03P39424 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6565 | | 117.00 | ANTI-GEL | 03P39555 | Fuels - Diesel | N |
| | 10-304-000-0000-6572 | | 104.76 | PARTS | 03P39555 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 209.52 | PARTS | 03P39558 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 36.40 | PARTS | 03P39756 | Repair And Maintenance Supplies | N |
| | 10-304-000-0000-6572 | | 222.54 | PARTS | 03P39996 | Repair And Maintenance Supplies | N |
| 1655 | WALLWORK TRUCK CENTER | | 836.54 | 6 Transactions | | | |
| 11653 | WILSON/WARREN R | | | | | | |
| | 01-124-000-0000-6140 | | 150.00 | PC - PER DIEM | 12/8/21 | Per Diem | Y |
| | 01-124-000-0000-6330 | | 61.04 | PC - MILEAGE | 12/8/21 | Mileage | Y |
| 11653 | WILSON/WARREN R | | 211.04 | 2 Transactions | | | |
| 8425 | WINDELS/LORI | | | | | | |
| | 02-219-000-0000-6369 | | 20.80 | ROLLS - USE OF FORCE TRAINING | 12/8/21 | Miscellaneous Charges | N |
| 8425 | WINDELS/LORI | | 20.80 | 1 Transactions | | | |
| 16279 | YHR PARTNERS LTD | | | | | | |
| | 09-507-510-0000-6278 | | 2,125.00 | HISTORIC BLDG COND ASSESSMENT | 202008-1 | Engineering & Hydrological Testing | N |

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 12/16/2021 11:03:18AM
 Parks and Trails

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 17

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|--------------------------|-------------------------|-------------|----------------------------|--------------------------|------------------------------------|--------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 16279 | YHR PARTNERS LTD | | 2,125.00 | 1 Transactions | | |
| 2086 | ZIEGLER INC | | | | | |
| | 10-304-000-0000-6306 | | 783.58 | REPAIR | SI000106360 | Repair/Maint. Equip N |
| | 50-000-000-0170-6306 | | 1,287.51 | ACCT 6842300 MAINTENANCE | SI000110914 | Repair/Maint. Equip N |
| 2086 | ZIEGLER INC | | 2,071.09 | 2 Transactions | | |
| Final Total | | | 387,796.89 | 110 Vendors | 224 Transactions | |

Otter Tail County Auditor

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

| <u>Fund</u> | <u>Amount</u> | <u>Name</u> |
|------------------|-------------------|---------------------------------|
| 1 | 172,884.52 | General Revenue Fund |
| 2 | 85,265.91 | General Fund Dedicated Accounts |
| 9 | 12,655.11 | Parks and Trails |
| 10 | 27,617.78 | Road And Bridge Fund |
| 13 | 90.00 | Law Library Fund |
| 22 | 3,164.75 | County Ditch Fund |
| 50 | 84,812.22 | Solid Waste Fund |
| 71 | 1,306.60 | Forfeited Tax Sale Fund |
| All Funds | 387,796.89 | Total |

Approved by,
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Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 4
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|---|-------------|-----------------|--|----------------------|------------------------------------|-------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 9 | 14386 AMAZON CAPITAL SERVICES INC 11-420-601-0000-6406 | | 50.97 | Acct #A2RJVV5AA0W1P 12/03/2021 | 12/03/2021 | 14Y1-DV6R-KNQH Office Supplies | N |
| 10 | 11-430-700-0000-6406 | | 64.86 | Acct #A2RJVV5AA0W1P 12/03/2021 | 12/03/2021 | 14Y1-DV6R-KNQH Office Supplies | N |
| | 14386 AMAZON CAPITAL SERVICES INC | | 115.83 | 2 Transactions | | | |
| 28 | 32309 CASS CO SHERIFF-ND 11-420-640-0000-6297 | | 36.00 | Sheriff #21007683 12/01/2021 | 12/01/2021 | Iv-D Sheriff's Costs | N |
| | 32309 CASS CO SHERIFF-ND | | 36.00 | 1 Transactions | | | |
| 13 | 5528 GREATER MANKATO DIVERSITY COUNCIL 11-420-601-0000-6171 | | 1,320.00 | Ucare Equity/Diversity Taining 12/02/2021 | 12/03/2021 | 202133 Im Training | N |
| 14 | 11-430-700-0000-6171 | | 1,680.00 | Ucare Equity/Diversity Taining 12/02/2021 | 12/03/2021 | 202133 Ss Adm Training | N |
| | 5528 GREATER MANKATO DIVERSITY COUNCIL | | 3,000.00 | 2 Transactions | | | |
| 8 | 6555 HOLMQUIST/ABIGAIL 11-406-000-1580-6050 | | 30.73 | Personal expenses - lunch 12/03/2021 | 12/03/2021 | Teen Leadership Program | N |
| | 6555 HOLMQUIST/ABIGAIL | | 30.73 | 1 Transactions | | | |
| 5 | 8471 INDEPENDENT CONTRACT SERVICES OF FF 11-409-000-0010-6261 | | 583.33 | Collaborative 12/01/2021 | 12/31/2021 | 21-1201 Lcts Coordination | Y |
| 6 | 11-409-440-0000-6091 | | 175.00 | Program Coordination 12/01/2021 | 12/31/2021 | 21-1201 Parent Support Outreach | Y |
| | 8471 INDEPENDENT CONTRACT SERVICES OF FF | | 758.33 | 2 Transactions | | | |
| 17 | 40636 KNUDSON/FONDA L 11-430-740-0000-6277 | | 90.00 | ADU LAC Mtg-Stipend 09/14/2021 | 09/22/2021 | Mental Health Adv Committees | Y |
| | 40636 KNUDSON/FONDA L | | 90.00 | 1 Transactions | | | |
| 3 | 9654 MARTIN/MICHAEL 11-409-440-0000-6091 | | 252.56 | Mileage-Home Visits | 11/30/2021 | Parent Support Outreach | Y |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor No.</u> | <u>Name Account/Formula</u> | <u>Rpt Accr</u> | <u>Amount</u> | <u>Warrant Description Service Dates</u> | <u>Invoice # Paid On Bhf #</u> | <u>Account/Formula Description On Behalf of Name</u> | <u>1099</u> |
|-------------------|--|-----------------|-------------------|---|--------------------------------|--|-------------|
| | 9654 MARTIN/MICHAEL | | 252.56 | 1 Transactions 10/01/2021 11/30/2021 | | | |
| 12 | 8089 MIDWEST MONITORING & SURVEILANCE 11-405-000-0000-6262 | | 162.00 | Juvenile monitoring costs 11/01/2021 11/30/2021 | 1121527 | Juvenile Ream Electronic Monitoring | N |
| 11 | 11-406-000-0000-6261 | | 1,262.50 | ADU-Grant monitoring costs 11/01/2021 11/30/2021 | 1121528 | Ream Electronic Monitoring | N |
| | 8089 MIDWEST MONITORING & SURVEILANCE | | 1,424.50 | 2 Transactions | | | |
| 29 | 42004 MINNESOTA COUNTY ATTORNEY'S ASSOCIA 11-420-640-0000-6379 | | 247.50 | CS Statute Books 12/13/2021 12/13/2021 | 200008547 | Miscellaneous Charges | N |
| | 42004 MINNESOTA COUNTY ATTORNEY'S ASSOCIA | | 247.50 | 1 Transactions | | | |
| 7 | 42110 MINNESOTA MONITORING INC 11-406-000-0000-6379 | | 120.00 | DWI Court monitoring costs 11/01/2021 11/30/2021 | 13519 | Miscellaneous Charges | N |
| | 42110 MINNESOTA MONITORING INC | | 120.00 | 1 Transactions | | | |
| 21 | 43022 MN DEPT OF HUMAN SERVICES 11-420-640-0000-6379 | | 183.33 | Federal Offset Fees 10/01/2021 10/31/2021 | A300C131745 | Miscellaneous Charges | N |
| 22 | 11-420-605-0000-6040 | | 1,584.00 | 10-21 Maxis Recoveries 10/01/2021 10/31/2021 | A300MX56224I | State Share Of Maxis Refunds To State | N |
| 20 | 11-430-720-2112-6061 | | 3,079.00 | 10-21 CCAP 10/01/2021 10/31/2021 | A300MC56225I | Bsf County Match | N |
| 1 | 11-430-000-0000-2102 | | 86,754.19 | MA State charges 09/01/2021 09/30/2021 | A300MM0R56I | Due To Other Governments | N |
| 2 | 11-430-000-0000-2102 | | 37,454.63 | MA State charges 10/01/2021 10/31/2021 | A300MM0S56I | Due To Other Governments | N |
| | 43022 MN DEPT OF HUMAN SERVICES | | 129,055.15 | 5 Transactions | | | |
| 23 | 44010 OTTER TAIL CO SHERIFF 11-420-640-0000-6297 | | 118.20 | Case #20211336 / Party 001 12/01/2021 12/01/2021 | | Iv-D Sheriff's Costs | N |
| 27 | 11-420-640-0000-6297 | | 40.00 | Case #20211368 / Party 001 12/06/2021 12/06/2021 | | Iv-D Sheriff's Costs | N |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|---------------|--------------------------------------|-------------|----------------------------|--|---------------------------------------|--------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 44010 | OTTER TAIL CO SHERIFF | | 158.20 | 2 Transactions | | |
| 10722 | POTTER/TARA | | | | | |
| 26 | 11-430-740-0000-6277 | | 45.00 | LAC Mtg - Stipend 11/24/2021 11/24/2021 | Mental Health Adv Committees | Y |
| 10722 | POTTER/TARA | | 45.00 | 1 Transactions | | |
| 10134 | ROTERING/DEVORA | | | | | |
| 4 | 11-409-440-0000-6091 | | 62.64 | Home Visit Mileage 10/01/2021 10/26/2021 | 11/30/2021 Parent Support Outreach | Y |
| 10134 | ROTERING/DEVORA | | 62.64 | 1 Transactions | | |
| 9820 | VERIZON WIRELESS | | | | | |
| 25 | 11-406-000-0000-6200 | | 503.47 | Acct#680689861-00028 11/01/2021 11/30/2021 | 9894081235 Telephone Probation | N |
| 19 | 11-430-700-0000-6200 | | 1,278.39 | Phones 11/02/2021 12/01/2021 | 989408 Telephone - Ss Adm | N |
| 18 | 11-430-700-0000-6265 | | 105.04 | Acct #680689861-00023 11/02/2021 12/01/2021 | 989408 Data Processing Costs - Ss Adm | N |
| 9820 | VERIZON WIRELESS | | 1,886.90 | 3 Transactions | | |
| 51002 | VICTOR LUNDEEN COMPANY | | | | | |
| 15 | 11-420-601-0000-6406 | | 109.71 | Acct #4872 12/07/2021 12/07/2021 | 448179 Office Supplies | N |
| 30 | 11-420-601-0000-6406 | | 120.52 | Acct #4872 12/13/2021 12/13/2021 | 448267 Office Supplies | N |
| 16 | 11-430-700-0000-6406 | | 139.64 | Acct #4872 12/07/2021 12/07/2021 | 448179 Office Supplies | N |
| 31 | 11-430-700-0000-6406 | | 153.38 | Acct #4872 12/13/2021 12/13/2021 | 448267 Office Supplies | N |
| 51002 | VICTOR LUNDEEN COMPANY | | 523.25 | 4 Transactions | | |
| 52139 | WEST CENTRAL REG JUVENILE CTR | | | | | |
| 24 | 11-406-000-0000-6000 | | 40,562.00 | Detention costs 11/01/2021 11/30/2021 | Detention Center Costs - Probation | N |
| 52139 | WEST CENTRAL REG JUVENILE CTR | | 40,562.00 | 1 Transactions | | |

LHart
12/16/2021 11:01:57AM
Human Services

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 5

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|--------------------------|------------------------|-------------|----------------------------|----------------------|------------------------------------|--------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| Final Total | | | 178,368.59 | 17 Vendors | 31 Transactions | |

Otter Tail County Auditor

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

| <u>Fund</u> | <u>Amount</u> | <u>Name</u> |
|------------------|-------------------|----------------|
| 11 | 178,368.59 | Human Services |
| All Funds | 178,368.59 | Total |

Approved by,

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Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 4
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> | |
|---------------|--|-------------|----------------------------|--|------------------------------------|---------------------------------------|---|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> | |
| 13 | 7512 LAKE REGION HEALTHCARE 11-407-600-0090-6091 | | 667.67 | NOV 2021 DR LOKKEN 11/30/2021 11/30/2021 | IVS00001940 | Medical Consultant | N |
| | 7512 LAKE REGION HEALTHCARE | | 667.67 | 1 Transactions | | | |
| 16 | 13389 MIDWEEK INC/THE 11-407-400-0078-6488 | | 110.88 | CUST #1976 - 12/12 COVID AD 12/12/2021 12/12/2021 | 65619 | COVID-19 Supplies | N |
| | 13389 MIDWEEK INC/THE | | 110.88 | 1 Transactions | | | |
| 10 | 7661 MINNKOTA ENVIRO SERVICES INC 11-407-600-0090-6488 | | 28.00 | CUST #1143 FF SHREDDING 11/30/2021 11/30/2021 | 429363 | Phn Program Supplies | N |
| | 7661 MINNKOTA ENVIRO SERVICES INC | | 28.00 | 1 Transactions | | | |
| 11 | 45540 PACIFIC INTERPRETERS INC 11-407-100-0030-6488 | | 13.00 | CUST #682/MNCHOICE-MATT 11/30/2021 11/30/2021 | SIN208973 | Phn Program Supplies -PAS/MNChoices/L | N |
| 12 | 11-407-200-0054-6488 | | 13.00 | CUST #682/AGING-MELISSA 11/30/2021 11/30/2021 | SIN208973 | Aging Prog Supplies | N |
| | 45540 PACIFIC INTERPRETERS INC | | 26.00 | 2 Transactions | | | |
| 8 | 9820 VERIZON WIRELESS 11-407-100-0018-6200 | | 75.94 | ACCT #680689861-00021/CTC 12/01/2021 12/01/2021 | 9894081228 | Ctc Outr Telephone | N |
| 2 | 11-407-200-0024-6200 | | 91.60 | ACCT #680689861-00021/NPF 12/01/2021 12/01/2021 | 9894081228 | NFP Telephone | N |
| 3 | 11-407-200-0047-6200 | | 227.64 | ACCT #680689861-00021/MECSH 12/01/2021 12/01/2021 | 9894081228 | MECSH Telephone | N |
| 9 | 11-407-200-0053-6200 | | 11.56 | ACCT #680689861-00021/CHW 12/01/2021 12/01/2021 | 9894081228 | CHW Telephone | N |
| 7 | 11-407-200-0054-6488 | | 45.80 | ACCT #680689861-00021/AGING 12/01/2021 12/01/2021 | 9894081228 | Aging Prog Supplies | N |
| 4 | 11-407-300-0070-6200 | | 45.80 | ACCT #680689861-00021/DPC 12/01/2021 12/01/2021 | 9894081228 | Telephone | N |
| 6 | 11-407-400-0078-6488 | | 107.40 | ACCT #680689861-00021/COVID 12/01/2021 12/01/2021 | 9894081228 | COVID-19 Supplies | N |
| 1 | 11-407-400-0083-6200 | | 45.80 | ACCT #680689861-00021/PHEP | 9894081228 | Telephone | N |

Otter Tail County Auditor



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

| <u>Vendor</u> | <u>Name</u> | <u>Rpt</u> | <u>Warrant Description</u> | <u>Invoice #</u> | <u>Account/Formula Description</u> | <u>1099</u> |
|--------------------------|-------------------------------------|-------------|----------------------------|---|------------------------------------|-----------------------------|
| <u>No.</u> | <u>Account/Formula</u> | <u>Accr</u> | <u>Amount</u> | <u>Service Dates</u> | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u> |
| 5 | 11-407-500-0080-6488 | | 287.37 | ACCT #680689861-00021/FPL 12/01/2021 12/01/2021 | 9894081228 | FPL Prog Supplies N |
| | 9820 VERIZON WIRELESS | | 938.91 | 9 Transactions | | |
| | 51002 VICTOR LUNDEEN COMPANY | | | | | |
| 14 | 11-407-200-0047-6488 | | 235.00 | ACCT #7487/400BROCHURES-MIECHV 12/07/2021 12/07/2021 | 448212 | MECSH Program Supplies N |
| 15 | 11-407-200-0047-6488 | | 32.50 | ACCT #7487/100 FLYERS-MIECHV 12/07/2021 12/07/2021 | 448212 | MECSH Program Supplies N |
| | 51002 VICTOR LUNDEEN COMPANY | | 267.50 | 2 Transactions | | |
| Final Total | | | 2,038.96 | 6 Vendors | 16 Transactions | |

Otter Tail County Auditor

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

| <u>Fund</u> | <u>Amount</u> | <u>Name</u> |
|------------------|-----------------|----------------|
| 11 | 2,038.96 | Human Services |
| All Funds | 2,038.96 | Total |

Approved by,

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**Otter Tail County Contract Outline
Presented to Human Service Board
December 21, 2021**

| Agency | Program | Effective Date | Targeted Population | Amount of Contract | Amount of Previous Contract | Funding Source |
|-------------------------------------|----------------------------------|---------------------------------|--|---|---|---|
| Contract Renewals | | | | | | |
| Productive Alternatives, Inc. | Disability Services | 01-01-22 Through 12-31-22 | Persons with developmental disabilities. | \$27,000.00 | No Changes | County of Financial Responsibility |
| Productive Alternatives, Inc. | Volunteer Transportation Program | 01-01-22 Through 12-31-22 | Residents in need of transportation to medical appointments. | \$59,945.71/year | No Changes | Otter Tail County, Managed Care Organizations, Medical Assistance |
| REM Central Lakes Inc. | Semi-Independent Living Skills | 01-01-22 Through 12-31-22 | Persons with developmental disabilities. | Unit Cost \$35.64 per hour | No Change | County of Financial Responsibility |
| Thomas Allen, Inc. | Case Management Services | 01-01-22 Through 12-31-23 | CADI & BI Waiver | Per DHS Rate Schedule | Per DHS Rate Schedule | |
| Mahube-Otwa CAC | Fathers Resource Program | 01-01-22 Through 12-31-21 | Parents and children who are served by 9 County Consortium | Not to exceed \$150,000.00 | No Change | 9 County Consortium of Social Service Agencies will provide funding totaling \$60,000 |
| Lakeland Mental Health Center, Inc. | Adult & Children MH Programs | 01-01-22 Through 12-31-22 | Adult & Children | <ul style="list-style-type: none"> • Outpatient MH Services \$652,187/year • Adult CSP State Grant \$332,813 • Permanent Supported Housing Program \$21,900 • Aftercare Services \$133,002 for 2.0 FTE • CMH Targeted Case Mgmt. MA Bundled Rate: \$567.18/mo. Non-MA Rate \$112.60/hr. Not to exceed \$37,725 | <ul style="list-style-type: none"> • Outpatient MH Services \$652,187/year • Adult CSP State Grant \$286,436 • Permanent Supported Housing Program \$21,900 • Aftercare Services \$133,002 for 2.0 FTE • CMH Targeted Case Mgmt. MA Bundled Rate: \$567.18/mo. Non-MA Rate \$112.60/hr. Not to exceed \$37,725 | County of Financial Responsibility, State Grants & MA Note: Adult CSP increase: St. Williams Parkers Prairie discontinued CSP and LMHC has added this service area and is receiving the funding. |

| | | | | | | |
|--|--|--|--|---|--|--|
| | | | | <ul style="list-style-type: none"> • AMH Targeted Case Mgmt. MA Bundled Rate: \$312.33/mo. Non-MA Rate: \$87.52/hr. Not to exceed \$70,469. • Anger Management Assessments \$10,651 • Parental Capacity Evaluations Testing Rate: \$169,00/hr. and Psychologist Rate: \$203.00/hr. | <ul style="list-style-type: none"> • AMH Targeted Case Mgmt. MA Bundled Rate: \$312.33/mo. Non-MA Rate: \$87.52/hr. Not to exceed \$70,469 • Anger Management Assessments \$10,651 • Parental Capacity Evaluations Testing Rate: \$169,00/hr. and Psychologist Rate: \$203.00/hr. | |
|--|--|--|--|---|--|--|



December 15, 2021

Board of County Commissioners
Otter Tail County
Fergus Falls, MN 56537

Re: S.A.P. 056-615-018
Bridge #56544 (Replaces Old Bridge #7267),
Grading, Aggregate Base, Bituminous Surfacing, and Aggregate Shouldering

Otter Tail County Board:

On December 17, 2019 the bid for S.A.P. 056-615-018 was awarded to Robert R. Schroeder Construction, Inc., 880 14th Ave. NE, Glenwood, MN 56334 for \$1,138,879.30.

This contract has been completed and the total cost amounted to \$1,163,398.11 which is an increase of \$24,518.81. This increase was due to Change Orders #1-4, overruns and underruns.

Final Estimate No. 10 in the amount of \$29,581.85 is payable to Robert R. Schroeder Construction, Inc. as final payment for this work. Attached you will find Final Estimate No. 10 which is hereby recommended for approval and payment.

Yours truly,
Otter Tail County Highway Department

Charles Grotte, P.E.
County Engineer

CHG:co
Encls.

Cc: Project File



Otter Tail County Highway Dept.

505 South Court St, Ste 1
Fergus Falls, MN 56537-2757

Contract Number: 61518
Pay Request Number: 10 Final

Project Number
SAP 056-615-018

Project Description
CSAH 15 Bridge Replacement (Bridge No. 56544)

Contractor: Robert R. Schroeder Construction, Inc.
23948 North Lakeshore Drive
Glenwood, MN 56334

Vendor Number: 1839
Up to Date: 10/21/2021

| Contract Amount | |
|-------------------|----------------|
| Original Contract | \$1,138,879.30 |
| Contract Changes | \$-8,062.44 |
| Revised Contract | \$1,130,816.86 |

| Funds Encumbered | |
|------------------|----------------|
| Original | \$1,138,879.30 |
| Additional | N/A |
| Total | \$1,138,879.30 |

| Work Certified to | |
|-------------------|----------------|
| Base Bid Items | \$1,171,460.55 |
| Contract Changes | \$-8,062.44 |
| Material on Hand | \$0.00 |
| Total | \$1,163,398.11 |

| Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments | Amount Paid This Request | Total Amount Paid to Date |
|-----------------------------|------------------------|----------------------|---------------------------|--------------------------|---------------------------|
| \$18,129.16 | \$1,163,398.11 | \$0.00 | \$1,133,816.26 | \$29,581.85 | \$1,163,398.11 |
| Percent: Retained: 0% | | | Percent Complete: 102.88% | | |

Amount Paid This Request \$29,581.85

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By 2021.10.21
15:22:13-05'00'

County Project Engineer

Date

Approved By

Contractor

12/6/21

Date

CERTIFICATE OF FINAL ACCEPTANCE

PROJECT NUMBER: SAP 056-615-018

CONTRACTOR: Robert R. Schroeder Construction, Inc.

FINAL PAYMENT REQUEST NO. 10

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR: Robert R. Schroeder Construction, Inc.
23948 North Lakeshore Drive
Glenwood, MN 56334

BY *David R. Nelson*
AND *Timothy L. Nelson*
AND _____

STATE OF MINNESOTA, COUNTY OF Pope

INDIVIDUAL ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME AS _____ FREE ACT AND DEED.

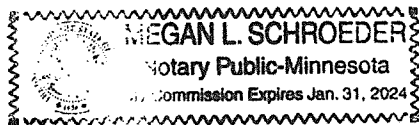
CORPORATE ACKNOWLEDGEMENT

ON THIS 6th DAY OF December, 2021,
David Schroeder AND Timothy Nelson TO ME PERSONALLY KNOWN, WHO, BEING EACH BY ME DULY SWORN,
EACH DID SAY THAT THEY ARE RESPECTIVELY THE President AND Vice President OF THE

RR Schroeder Construction Inc. CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS President AND SAID Vice President AND _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

MY COMMISSION AS NOTARY PUBLIC IN Pope COUNTY EXPIRES 1/31, 2024.

NOTARIAL SEAL



Megan L. Schroeder
SIGNATURE

CERTIFICATE OF FINAL ACCEPTANCE

PROJECT NUMBER: SAP 056-615-018

CONTRACTOR NAME: Robert R. Schroeder Construction, Inc.

FINAL PAYMENT REQUEST NO.: 10

COUNTY BOARD ACKNOWLEDGMENT

WHEREAS; SAP 056-615-018 HAVE IN ALL THINGS BEEN COMPLETED, AND THE COUNTY BOARD BEING FULLY ADVISED IN THE PREMISES,
NOW THEN BE IT RESOLVED; THAT WE DO HEREBY ACCEPT SAID COMPLETED PROJECT FOR AND IN BEHALF OF THE COUNTY OF OTTER TAIL
AND AUTHORIZE FINAL PAYMENT AS SPECIFIED HEREIN.

COUNTY OF OTTER TAIL

STATE OF MN

I, WAYNE STEIN, COUNTY AUDITOR WITHIN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT THE FOREGOING COUNTY BOARD ACKNOWLEDGEMENT IS TRUE AND CORRECT.

DATED AT _____, MN

THIS _____ DAY OF _____, 20_____.

WAYNE STEIN, COUNTY AUDITOR

(SEAL)

Payment Summary

| No. | Up to Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
|-----|------------|----------------------------|-----------------------------|-------------------------|
| 1 | 2020-05-22 | \$113,402.93 | \$5,670.15 | \$107,732.78 |
| 2 | 2020-06-27 | \$127,078.46 | \$6,353.92 | \$120,724.54 |
| 3 | 2020-07-25 | \$67,651.04 | \$3,382.55 | \$64,268.49 |
| 4 | 2020-08-08 | \$144,284.35 | \$7,214.22 | \$137,070.13 |
| 5 | 2020-09-05 | \$67,468.05 | \$3,373.40 | \$64,094.65 |
| 6 | 2020-09-19 | \$269,019.00 | \$13,450.95 | \$255,568.05 |
| 7 | 2020-10-17 | \$210,449.77 | \$10,522.49 | \$199,927.28 |
| 8 | 2020-12-04 | \$140,898.10 | (\$38,565.16) | \$179,463.26 |
| 9 | 2021-03-22 | \$5,017.25 | \$50.17 | \$4,967.08 |
| 10 | 2021-10-21 | \$18,129.16 | (\$11,452.69) | \$29,581.85 |

| Funding Category Name | Funding Category Number | Work Certified to Date | Less Amount Retained | Less Previous Payments | Amount Paid this Request | Total Amount Paid to Date |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| Non-Participating | | \$325,600.57 | \$0.00 | \$314,414.31 | \$11,186.26 | \$325,600.57 |
| Participating | 1 | \$837,797.54 | \$0.00 | \$819,401.95 | \$18,395.59 | \$837,797.54 |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Bridge Bonding | | \$18,395.59 | | | \$837,797.54 |
| Sales Tax | | \$11,186.26 | | | \$325,600.57 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|------|----------|----------------------------------|----------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | 1 | 2104.604 | SALVAGE BITUMINOUS PAVEMENT (P) | SQ YD | \$12.000 | 1540 | 0 | \$0.00 | 1540 | \$18,480.00 |
| SAP 056-615-018 | 2 | 2021.501 | MOBILIZATION | LUMP SUM | \$94,669.000 | 0.8 | 0 | \$0.00 | 0.8 | \$75,735.20 |
| SAP 056-615-018 | 3 | 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH) | LF | \$20.000 | 75 | 0 | \$0.00 | 75 | \$1,500.00 |
| SAP 056-615-018 | 4 | 2105.507 | COMMON EXCAVATION (P) | C Y | \$10.000 | 1635 | 0 | \$0.00 | 1635 | \$16,350.00 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|------|----------|---------------------------------------|-------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | 5 | 2105.507 | SUBGRADE EXCAVATION | C Y | \$25.000 | 50 | 0 | \$0.00 | 50 | \$1,250.00 |
| SAP 056-615-018 | 6 | 2105.507 | COMMON BORROW (EV) | C Y | \$25.000 | 50 | 0 | \$0.00 | 50 | \$1,250.00 |
| SAP 056-615-018 | 7 | 2118.509 | AGGREGATE SURFACING CLASS 1 | TON | \$50.000 | 84 | 0 | \$0.00 | 80.1 | \$4,005.00 |
| SAP 056-615-018 | 8 | 2123.510 | MOTOR GRADER | HOUR | \$110.000 | 5 | 0 | \$0.00 | 0 | \$0.00 |
| SAP 056-615-018 | 9 | 2123.510 | 2.0 CU YD SHOVEL | HOUR | \$185.000 | 5 | 0 | \$0.00 | 5.25 | \$971.25 |
| SAP 056-615-018 | 10 | 2123.510 | 5.0 CU YD SHOVEL | HOUR | \$240.000 | 5 | 0 | \$0.00 | 0 | \$0.00 |
| SAP 056-615-018 | 11 | 2123.510 | 3.0 CU YD DRAGLINE | HOUR | \$480.000 | 3 | 0 | \$0.00 | 0 | \$0.00 |
| SAP 056-615-018 | 12 | 2123.510 | DOZER | HOUR | \$180.000 | 8 | 0 | \$0.00 | 8 | \$1,440.00 |
| SAP 056-615-018 | 13 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | \$25.000 | 1148 | 0 | \$0.00 | 1538.6 | \$38,465.00 |
| SAP 056-615-018 | 14 | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | \$3.000 | 97 | 0 | \$0.00 | 194 | \$582.00 |
| SAP 056-615-018 | 15 | 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3;C) | TON | \$125.000 | 152 | 0 | \$0.00 | 176.37 | \$22,046.25 |
| SAP 056-615-018 | 16 | 2360.509 | TYPE SP 12.5 WEARING COURSE MIX (3;C) | TON | \$125.000 | 152 | 0 | \$0.00 | 263.57 | \$32,946.25 |
| SAP 056-615-018 | 17 | 2051.501 | MAINT & RESTORATION OF HAUL ROADS | LS | \$1.000 | 1 | 0 | \$0.00 | 1 | \$1.00 |
| SAP 056-615-018 | 18 | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P) | LB | \$1.300 | 62540 | 0 | \$0.00 | 62540 | \$81,302.00 |
| SAP 056-615-018 | 19 | 2401.601 | STRUCTURE EXCAVATION | LS | \$10,000.000 | 0.9 | 0 | \$0.00 | 0.9 | \$9,000.00 |
| SAP 056-615-018 | 20 | 2401.601 | SLOPE PREPARATION | LS | \$2,100.000 | 0.9 | 0 | \$0.00 | 0.9 | \$1,890.00 |
| SAP 056-615-018 | 21 | 2511.507 | RANDOM RIPRAP CLASS III (P) | CY | \$80.000 | 402 | 242.25 | \$19,380.00 | 402 | \$32,160.00 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|------|----------|---|--------|-------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | 22 | 2563.601 | TRAFFIC CONTROL | LS | \$6,000.000 | 0.2 | 0 | \$0.00 | 0.2 | \$1,200.00 |
| SAP 056-615-018 | 23 | 2563.601 | TRAFFIC CONTROL | LS | \$6,000.000 | 0.8 | 0 | \$0.00 | 0.8 | \$4,800.00 |
| SAP 056-615-018 | 24 | 2573.503 | SILT FENCE; TYPE MS | LF | \$3.000 | 861 | 0 | \$0.00 | 765 | \$2,295.00 |
| SAP 056-615-018 | 25 | 2573.503 | FLOTATION SILT CURTAIN TYPE MOVING WATER | LF | \$9.000 | 550 | 0 | \$0.00 | 400 | \$3,600.00 |
| SAP 056-615-018 | 26 | 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW | LF | \$3.000 | 128 | 0 | \$0.00 | 0 | \$0.00 |
| SAP 056-615-018 | 27 | 2575.523 | RAPID STABILIZATION METHOD 3 | MGAL | \$1,500.000 | 2 | 1.5 | \$2,250.00 | 6.3 | \$9,450.00 |
| SAP 056-615-018 | 28 | 2580.503 | INTERIM PAVEMENT MARKING | LF | \$6.000 | 60 | 0 | \$0.00 | 60 | \$360.00 |
| SAP 056-615-018 | 29 | 2582.503 | 6" SOLID LINE EPOXY | LIN FT | \$1.770 | 1020 | 0 | \$0.00 | 1280 | \$2,265.60 |
| SAP 056-615-018 | 30 | 2582.503 | 4" BROKEN LINE EPOXY | LIN FT | \$7.060 | 75 | 0 | \$0.00 | 260 | \$1,835.60 |
| SAP 056-615-018 | 31 | 2123.510 | 18 CU YD SCRAPER | HOUR | \$295.000 | 2 | 0 | \$0.00 | 0 | \$0.00 |
| SAP 056-615-018 | 32 | 2401.507 | STRUCTURAL CONCRETE (3B52) (P) | CY | \$725.000 | 123.9 | 0 | \$0.00 | 123.9 | \$89,827.50 |
| SAP 056-615-018 | 33 | 2401.518 | BRIDGE SLAB CONCRETE (3Y42-M) (P) | SF | \$42.000 | 4629 | 0 | \$0.00 | 4629 | \$194,418.00 |
| SAP 056-615-018 | 34 | 2401.508 | REINFORCEMENT BARS (STAINLESS-60KSI) (P) | LB | \$4.500 | 753 | 0 | \$0.00 | 753 | \$3,388.50 |
| SAP 056-615-018 | 35 | 2402.503 | ORNAMENTAL METAL RAILING TYPE SPECIAL (P) | LF | \$220.000 | 126 | 0 | \$0.00 | 126 | \$27,720.00 |
| SAP 056-615-018 | 36 | 2452.502 | C-I-P CONC TEST PILE 115 FT LONG 12" | EACH | \$9,000.000 | 1.8 | 0 | \$0.00 | 1.8 | \$16,200.00 |
| SAP 056-615-018 | 37 | 2502.501 | DRAINAGE SYSTEM TYPE (B910) | LS | \$2,000.000 | 0.9 | 0 | \$0.00 | 0.9 | \$1,800.00 |
| SAP 056-615-018 | 38 | 2511.504 | GEOTEXTILE FILTER TYPE 7 (P) | SY | \$4.000 | 700 | 418.4 | \$1,673.60 | 700 | \$2,800.00 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|------|----------|---|-------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | 39 | 2554.502 | END TREATMENT-TANGENT TERMINAL | EACH | \$2,900.000 | 2 | 0 | \$0.00 | 2 | \$5,800.00 |
| SAP 056-615-018 | 40 | 2554.615 | IMPACT ATTENUATOR | AMBY | \$26,750.000 | 2 | 0 | \$0.00 | 2 | \$53,500.00 |
| SAP 056-615-018 | 41 | 2401.503 | TYPE S (TL-4) 36" BARRIER CONC (3S52) (P) | LF | \$105.000 | 126 | 0 | \$0.00 | 126 | \$13,230.00 |
| SAP 056-615-018 | 42 | 2401.503 | TYPE S (TL-4) 42" BARRIER CONC (3S52) (P) | LF | \$105.000 | 126 | 0 | \$0.00 | 126 | \$13,230.00 |
| SAP 056-615-018 | 43 | 2442.501 | REMOVE EXISTING BRIDGE | LS | \$45,000.000 | 1 | 0 | \$0.00 | 1 | \$45,000.00 |
| SAP 056-615-018 | 44 | 2406.504 | BRIDGE APPROACH PANELS (P) | SY | \$200.000 | 196.5 | 0 | \$0.00 | 196.5 | \$39,300.00 |
| SAP 056-615-018 | 45 | 2452.502 | PILE POINTS 12" | EACH | \$240.000 | 8.8 | 0 | \$0.00 | 8.8 | \$2,112.00 |
| SAP 056-615-018 | 46 | 2554.503 | TRAFFIC BARRIER DESIGN TYPE 31 | LF | \$18.750 | 100 | 0 | \$0.00 | 100 | \$1,875.00 |
| SAP 056-615-018 | 47 | 2554.503 | TRAFFIC BARRIER DESIGN TRANS TYPE 31 | LF | \$123.000 | 50 | 0 | \$0.00 | 50 | \$6,150.00 |
| SAP 056-615-018 | 48 | 2452.502 | C-I-P CONC TEST PILE 125 FT LONG 16" | EACH | \$18,000.000 | 1.8 | 0 | \$0.00 | 1.8 | \$32,400.00 |
| SAP 056-615-018 | 49 | 2452.502 | PILE POINTS 16" | EACH | \$360.000 | 8.8 | 0 | \$0.00 | 8.8 | \$3,168.00 |
| SAP 056-615-018 | 50 | 2501.502 | 15" RC PIPE APRON | EACH | \$900.000 | 2 | 0 | \$0.00 | 2 | \$1,800.00 |
| SAP 056-615-018 | 51 | 2503.503 | 15" RC PIPE SEWER DES 3006 CL III | LF | \$85.000 | 36 | 0 | \$0.00 | 36 | \$3,060.00 |
| SAP 056-615-018 | 52 | 2506.502 | CONST DRAINAGE STRUCTURE DESIGN G | EACH | \$2,950.000 | 2 | 0 | \$0.00 | 2 | \$5,900.00 |
| SAP 056-615-018 | 53 | 2531.503 | CONCRETE CURB & GUTTER DESIGN B624 | LF | \$65.000 | 40 | 0 | \$0.00 | 40 | \$2,600.00 |
| SAP 056-615-018 | 54 | 2574.507 | COMMON TOPSOIL BORROW | CY | \$50.000 | 25 | 0 | \$0.00 | 38 | \$1,900.00 |
| SAP 056-615-018 | 55 | 2451.507 | GRANULAR BACKFILL (MOD) CV (P) | CY | \$41.600 | 810 | 0 | \$0.00 | 810 | \$33,696.00 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|------|----------|--|-------|--------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | 56 | 2401.507 | STRUCTURAL CONCRETE (3B52) | C Y | \$725.000 | 16.9 | 0 | \$0.00 | 16.9 | \$12,252.50 |
| SAP 056-615-018 | 57 | 2401.518 | BRIDGE SLAB CONCRETE (3Y42-M) (P) | S F | \$42.000 | 631 | 0 | \$0.00 | 631 | \$26,502.00 |
| SAP 056-615-018 | 58 | 2401.508 | REINFORCEMENT BARS (STAINLESS-60KSI) (P) | LB | \$4.500 | 103 | 0 | \$0.00 | 103 | \$463.50 |
| SAP 056-615-018 | 59 | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P) | LB | \$1.300 | 8528 | 0 | \$0.00 | 8528 | \$11,086.40 |
| SAP 056-615-018 | 60 | 2406.504 | BRIDGE APPROACH PANELS (P) | S Y | \$200.000 | 26.8 | 0 | \$0.00 | 26.8 | \$5,360.00 |
| SAP 056-615-018 | 61 | 2451.507 | GRANULAR BACKFILL (MOD) CV (P) | C Y | \$41.600 | 110 | 0 | \$0.00 | 110 | \$4,576.00 |
| SAP 056-615-018 | 62 | 2452.502 | C-I-P CONC TEST PILE 125 FT LONG 16" | EACH | \$18,000.000 | 0.2 | 0 | \$0.00 | 0.2 | \$3,600.00 |
| SAP 056-615-018 | 63 | 2452.502 | C-I-P CONC TEST PILE 115 FT LONG 12" | EACH | \$9,000.000 | 0.2 | 0 | \$0.00 | 0.2 | \$1,800.00 |
| SAP 056-615-018 | 64 | 2452.502 | PILE POINTS 12" | EACH | \$240.000 | 1.2 | 0 | \$0.00 | 1.2 | \$288.00 |
| SAP 056-615-018 | 65 | 2452.502 | PILE POINTS 16" | EACH | \$360.000 | 1.2 | 0 | \$0.00 | 1.2 | \$432.00 |
| SAP 056-615-018 | 66 | 2502.501 | DRAINAGE SYSTEM TYPE (B910) | LS | \$2,000.000 | 0.1 | 0 | \$0.00 | 0.1 | \$200.00 |
| SAP 056-615-018 | 67 | 2511.507 | RANDOM RIPRAP CLASS III (P) | C Y | \$80.000 | 55 | 33.22 | \$2,657.60 | 55 | \$4,400.00 |
| SAP 056-615-018 | 68 | 2511.504 | GEOTEXTILE FILTER TYPE 7 (P) | S Y | \$4.000 | 96 | 57.6 | \$230.40 | 96 | \$384.00 |
| SAP 056-615-018 | 69 | 2401.601 | STRUCTURE EXCAVATION | LS | \$10,000.000 | 0.1 | 0 | \$0.00 | 0.1 | \$1,000.00 |
| SAP 056-615-018 | 70 | 2401.601 | SLOPE PREPARATION | LS | \$2,100.000 | 0.1 | 0 | \$0.00 | 0.1 | \$210.00 |
| SAP 056-615-018 | 71 | 2401.503 | TYPE CURB BARRIER CONCRETE (3S52) (P) | L F | \$20.000 | 126 | 0 | \$0.00 | 126 | \$2,520.00 |
| SAP 056-615-018 | 72 | 2021.501 | MOBILIZATION | LS | \$94,669.000 | 0.2 | 0 | \$0.00 | 0.2 | \$18,933.80 |

Contract Item Status

| Project | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date | |
|-------------------------|------|----------|---------------------------|-------|--------------|-------------------|-----------------------|---------------------|------------------|--------------------|-----------------------|
| SAP 056-615-018 | 73 | 2545.501 | CONDUIT SYSTEM | LS | \$23,500.000 | 1 | 0 | \$0.00 | 1 | \$23,500.00 | |
| SAP 056-615-018 | 74 | 2452.603 | C-I-P CONCRETE PILING 12" | LF | \$38.000 | 101 | 0 | \$0.00 | 97.18 | \$3,692.84 | |
| SAP 056-615-018 | 75 | 2452.603 | C-I-P CONCRETE PILING 16" | LF | \$58.000 | 110 | 0 | \$0.00 | 120.59 | \$6,994.22 | |
| SAP 056-615-018 | 76 | 2452.603 | C-I-P CONCRETE PILING 12" | LF | \$38.000 | 739 | 0 | \$0.00 | 679.82 | \$25,833.16 | |
| SAP 056-615-018 | 77 | 2452.603 | C-I-P CONCRETE PILING 16" | LF | \$58.000 | 810 | 0 | \$0.00 | 885.81 | \$51,376.98 | |
| Base Bid Totals: | | | | | | | | | | \$26,191.60 | \$1,171,460.55 |

Project Category Totals

| Project | Category | Amount This Request | Amount To Date |
|-----------------|--|---------------------|----------------|
| SAP 056-615-018 | S.A.P. 056-615-018 (PARTICIPATING) | \$21,053.60 | \$848,732.34 |
| SAP 056-615-018 | S.A.P. 056-615-018 (NON-PARTICIPATING) | \$5,138.00 | \$322,728.21 |

Contract Change Item Status

| Project | CC | CC# | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|-----------------|----|-----|------|----------|------------------------------|----------|------------|-------------------|-----------------------|---------------------|------------------|----------------|
| SAP 056-615-018 | CO | 1 | 78 | 2105.601 | ADDITIONAL SITE WORK | LUMP SUM | \$4,665.76 | 1 | 1 | \$4,665.76 | 1 | \$4,665.76 |
| SAP 056-615-018 | CO | 2 | 79 | 2511.507 | RANDOM RIPRAP CLASS III (P) | C Y | (\$80.00) | 402 | 402 | (\$32,160.00) | 402 | (\$32,160.00) |
| SAP 056-615-018 | CO | 2 | 80 | 2511.504 | GEOTEXTILE FILTER TYPE 7 (P) | S Y | (\$4.00) | 700 | 700 | (\$2,800.00) | 700 | (\$2,800.00) |
| SAP 056-615-018 | CO | 2 | 81 | 2511.507 | RANDOM RIPRAP CLASS III (P) | C Y | (\$80.00) | 55 | 55 | (\$4,400.00) | 55 | (\$4,400.00) |

Contract Change Item Status

| Project | CC | CC# | Line | Item | Description | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity to Date | Amount to Date |
|--------------------------------|----|-----|------|----------|---------------------------------------|-------|------------|-------------------|-----------------------|---------------------|------------------|--------------------|
| SAP 056-615-018 | CO | 2 | 82 | 2511.504 | GEOTEXTILE FILTER TYPE 7 (P) | SY | (\$4.00) | 96 | 96 | (\$384.00) | 96 | (\$384.00) |
| SAP 056-615-018 | CO | 2 | 83 | 2511.507 | RANDOM RIPRAP CLASS III | CY | \$80.00 | 159.75 | 159.75 | \$12,780.00 | 159.75 | \$12,780.00 |
| SAP 056-615-018 | CO | 2 | 84 | 2511.504 | GEOTEXTILE FILTER TYPE 7 | SY | \$4.00 | 281.6 | 281.6 | \$1,126.40 | 281.6 | \$1,126.40 |
| SAP 056-615-018 | CO | 2 | 85 | 2511.507 | RANDOM RIPRAP CLASS III | CY | \$80.00 | 21.78 | 21.78 | \$1,742.40 | 21.78 | \$1,742.40 |
| SAP 056-615-018 | CO | 2 | 86 | 2511.504 | GEOTEXTILE FILTER TYPE 7 | SY | \$4.00 | 38.4 | 38.4 | \$153.60 | 38.4 | \$153.60 |
| SAP 056-615-018 | CO | 3 | 87 | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P) | LB | \$1.30 | 6176 | 6176 | \$8,028.80 | 6176 | \$8,028.80 |
| SAP 056-615-018 | CO | 3 | 88 | 2401.508 | REINFORCEMENT BARS (EPOXY COATED) (P) | LB | \$1.30 | 842 | 842 | \$1,094.60 | 842 | \$1,094.60 |
| SAP 056-615-018 | CO | 4 | 89 | 2554.602 | POST ASSEMBLY-PLATE BEAM | EACH | \$1,045.00 | 2 | 2 | \$2,090.00 | 2 | \$2,090.00 |
| Contract Change Totals: | | | | | | | | | | \$-8,062.44 | | \$-8,062.44 |

| | |
|-----------------------|-----------------------|
| Contract Total | \$1,163,398.11 |
|-----------------------|-----------------------|

Contract Change Totals

| Number | Description | Amount This Request | Amount to Date |
|--------|---|---------------------|----------------|
| 4 | Due to the Crash Attenuator being much wider than the bridge railing an angled transition was needed on walkway side of the bridge railing for safety purposes so there wasn't a blunt end sticking out into the walkway. | \$2,090.00 | \$2,090.00 |
| 3 | An error in the plan which did not have the epoxy reinforcement bar weight for the barrier or curb included in the contract quantity. | \$9,123.40 | \$9,123.40 |

| | | | |
|---|--|---------------|---------------|
| 2 | Due to a change in plan to preserve as much of the natural state of the river bottom as possible less Random Riprap Class III and Geotextile Filter Type 7 was needed. | (\$23,941.60) | (\$23,941.60) |
| 1 | Extra work that was needed to remove concrete placed behind the South Abutment that was used to fill a void created during the flooding in 1997. This concrete removal was not part of the original contract and wasn't discovered until excavation began. | \$4,665.76 | \$4,665.76 |

Material on Hand Additions

| Line | Item | Description | Date | Added | Comments |
|------|------|-------------|------|-------|----------|
| | | | | | |

Material on Hand Balance

| Line | Item | Description | Date | Added | Used | Remaining |
|------|----------|---|------------|------------------------|------------------------|---------------|
| 35 | 2402.503 | ORNAMENTAL METAL RAILING TYPE SPECIAL (P) | 2020-05-22 | 126 L F \$16,505.68 | 126 L F \$16,505.68 | 0 L F \$0.00 |
| 48 | 2452.502 | C-I-P CONC TEST PILE 125 FT LONG 16" | 2020-06-26 | 0.9 EACH \$4,318.88 | 0.9 EACH \$4,318.88 | 0 EACH \$0.00 |
| 62 | 2452.502 | C-I-P CONC TEST PILE 125 FT LONG 16" | 2020-06-26 | 0.1 EACH \$479.88 | 0.1 EACH \$479.88 | 0 EACH \$0.00 |
| 75 | 2452.603 | C-I-P CONCRETE PILING 16" | 2020-06-26 | 49.93 L F \$1,916.81 | 49.93 L F \$1,916.81 | 0 L F \$0.00 |
| 77 | 2452.603 | C-I-P CONCRETE PILING 16" | 2020-06-26 | 367.52 L F \$14,109.09 | 367.52 L F \$14,109.09 | 0 L F \$0.00 |

2022 COMMISSIONERS SALARY AND BENEFITS
Otter Tail County Resolution No. 2021 -

Commissioner _____ offered the following and moved its adoption:

WHEREAS, Minnesota Statute § 375.055 provides that County Commissioners may receive per diem payments and reimbursement for necessary expenses incurred in performance of the duties of the office and shall receive compensation of annual salaries, as set by resolution of the County Board; and

WHEREAS, the current annual salary for Otter Tail County Commissioners is \$40,426.25 effective January 1, 2021; and

WHEREAS, the current per diem rate for Otter Tail County Commissioners is \$75.00.

NOW, BE IT RESOLVED, that the annual salary for Otter Tail County Commissioners shall be established as \$41,639.04 effective January 1, 2022, which reflects a 3% Cost-of-Living Adjustment similar to increases received by other employee groups.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the per diem rate for Otter Tail County Commissioners is increased to \$90.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the annual employer contribution for benefits for CY2022 will be set in accordance with the benefits structure previously adopted by this board on October 12, 2021.

Commissioner _____ seconded the motion and YEAS and NAYS are as follows:

| <u>Board Members -</u> | <u>For</u> | <u>Against</u> | <u>Absent</u> |
|------------------------|------------|----------------|---------------|
| Dan Bucholz | | | |
| Wayne D. Johnson | | | |
| Kurt Mortenson | | | |
| Betty Murphy | | | |
| Leland R. Rogness | | | |

Adopted at Fergus Falls, Minnesota, this 21th day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Chair

Attest: _____
Nicole Hansen, Clerk

**Tuesday, December 21, 2021
Agenda Items**

Non - Consent Items

1. Payable 2022 Otter Tail County Gross and Net Property Tax Levy Resolution.
2. Payable 2022 Otter Tail County Housing and Redevelopment Special Taxing District (Including Community Development Association) Gross and Net Property Tax Levy Resolution.
3. Resolution Adopting the Calendar Year 2022 Budget.
4. Motion by _____, second by _____ and unanimously carried, to approve payment, in the amount of \$3,668.30, to Sanford Health for costs incurred under the provision of Minnesota Statue 609.35 for CF21034563 and CF21035359. Request for payment submitted and approved by Reed Reinbold, Chief Deputy. (General Fund)
5. Motion by _____, second by _____ and unanimously carried, to approve payment, in the amount of \$49,552.07, to the Buffalo Red River Watershed from the JD 2 Account within the Ditch Fund for associated with the Judicial Ditch No. 2 Outlet Cully Stabilization Project. \$43,860.74 of the total will be reimbursed from the grant. The request from the Buffalo Red River Watershed has been reviewed and approved by Kevin Fellbaum. Grant expires December 31, 2021. (D)
6. Moton by _____, second by _____ and unanimously carried, to approve payment from the Project Construction Fund (Fund 17) to Bentz/Thompson/Rietow, Inc. for the following invoices:

| Service Provided | Invoice No. | Amount | Period |
|---------------------------------------|-------------|------------|--------------------------|
| Programming | 15378 | 24,698.70 | 08/26/2021 to 09/28/2021 |
| Programming | 15386 | 11,399.40 | 09/26/2021 to 10/25/2021 |
| Programming | 15414 | 1,899.90 | 10/26/2021 to 11/25/2021 |
| Schematic Design/Design Development | 15386 | 18,999.00 | 09/26/2021 to 10/25/2021 |
| Schematic Design/Design Development | 15414 | 41,164.50 | 10/26/2021 to 11/25/2021 |
| Construction Docs | 15386 | 8,866.20 | 09/26/2021 to 10/25/2021 |
| Construction Docs | 15414 | 8,866.20 | 10/26/2021 to 11/25/2021 |
| Courthouse Human Services Programming | 15378 | 3,250.00 | 08/26/2021 to 09/28/2021 |
| Reimbursables | 15378 | 217.35 | 08/26/2021 to 09/28/2021 |
| Reimbursables | 15386 | 130.75 | 09/26/2021 to 10/25/2021 |
| Reimbursables | 15414 | 15.64 | 10/26/2021 to 11/25/2021 |
| | | | |
| Grand Total | | 119,507.64 | |
| | | | |
| | 15378 | 28,166.05 | 08/26/2021 to 09/28/2021 |
| | 15386 | 39,395.35 | 09/26/2021 to 10/25/2021 |
| | 15414 | 51,946.24 | 10/26/2021 to 11/25/2021 |
| | | | |
| Grand Total | | 119,507.64 | |

7. Motion by _____, second by _____ and unanimously carried, to approve payment from the Parks and Trails Fund (Fund 09), in the amount of \$2,800.34 (Per Settlement Statement), to N.F. Field Abstract Co for costs related to the acquisition of the Echo Bay Property. Request for payment submitted by Nick Leonard, Deputy Administrator.
8. Motion by _____, second by _____ and unanimously carried, to authorize the County Auditor-Treasurer and/or the Assistant Finance Director to make the appropriate inter-fund loans between the General Fund and the individual ditch accounts within the Ditch Fund (Fund 22) that have a deficit cash balance as of December 31, 2021 and to authorize the County Auditor-Treasurer and /or the Assistant Finance Director to make the appropriate operating transfer from either the General Fund (Fund 01) or the Capital Improvement Fund (Fund 14) to the Parks and Trails Fund (Fund 09) to cover the December 31, 2021 cash deficit.

9.

Adoption of 2022 Per Diem Rate
Otter Tail County Resolution No. 2021-

Commissioner _____ offered the following and moved its adoption:

WHEREAS, the Otter Tail County Board of Commissioners has the authority to set per diem amount for individuals serving on the Otter Tail County Board of Adjustment, the Otter Tail County Planning Commission, and the Otter Tail County Extension Committee, and

WHEREAS, the current per diem rate for the Otter Tail County Board of Adjustment, the Otter Tail County Planning Commission and the Otter Tail County Extension Committee is \$75.00.

NOW, BE IT RESOLVED, that the 2022 per diem rate for the Otter Tail County Board of Adjustment, the Otter Tail County Planning Commission and the Otter Tail County Extension Committee is increased to \$90.00.

Commissioner _____ seconded the motion and YEAS and NAYS are as follows:

| <u>Board Members -</u> | <u>For</u> | <u>Against</u> | <u>Absent</u> |
|------------------------|------------|----------------|---------------|
| Dan Bucholz | | | |
| Wayne D. Johnson | | | |
| Kurt Mortenson | | | |
| Betty Murphy | | | |
| Leland R. Rogness | | | |

Adopted at Fergus Falls, Minnesota, this 21st day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: _____

By: _____
 Leland R. Rogness, Chair

Attest: _____
 Nicole Hansen, Clerk

MEMORANDUM

DATE: December 21st, 2021
FROM: Cedar Walters, Public Information & Education Officer
TO: Board of Commissioners
REGARDING: Organics Hauling Contract Authorization

Background

The Organics Recycling Pilot program will collect organic material from 20 large waste generators such as schools, healthcare and restaurants, and deliver the material to a commercial composting facility in Hoffman, MN.

Organics Recycling Hauling Bids

The Solid Waste Department received two bids in response to a Request for Proposals to collect and haul organic waste to Hoffman, MN for recycling, starting in early 2022. The contract would be for the 18 months of collection during the grant period, scheduled to end in June of 2023.

Steve's Sanitation: \$102,060.00
Alex Rubbish & Recycling: \$103,570.00

Requested Action

Authorize the Solid Waste Director to sign a contract with Steve's Sanitation to haul organics for the duration of the grant project.



2022 Otter Tail County Licensed Solid Waste Haulers

Alex Rubbish & Recycling

1301 36th Ave. W.
PO Box 746
Alexandria, MN 56308
Shaynen Schmidt
320-763-4712
shaynen@protainer.com

Ballard Sanitation **

PO Box 368
Pelican Rapids, MN 56572
Maxine or Everett Ballard
218-863-1386

Big Red Boxes **

18731 Co. Hwy. 10
Elizabeth, MN 56533
Paul Brusven
218-770-6766
pbrusven@icloud.com

Denzel's Region Waste **

27766 Joten Lake Road
Dalton, MN 56324
Randy & Heidi Denzel
218-589-8880
denzelsregionwaste@gmail.com

Detroit Lakes Disposal Service/Wilke Enterprises

1245 Hawk St.
Detroit Lakes, MN 56501
Travis Wilke
218-850-9944
tjwilke@arvig.net

City of Fergus Falls **

112 W. Washington
Fergus Falls, MN 56537
Len Taylor/Bill Sonmor
218-3332-5418
len.taylor@ci.fergus-fall.mn.us

Fuchs Sanitation Services

514 2nd St. SE
Glyndon, MN 56547
Kent Fuchs
218-498-2875
fuchssanitation@hotmail.com

G & T Sanitation

PO Box 186
Sebeka, MN 56477
Tim & Rita Nolte
218-837-5846
GTsanitation@wcta.net

Lakes Area Sanitation **

21457 368th Ave.
Battle Lake, MN 56515
Brady Braun
218-864-5352
lakesareasanitation@gmail.com

Long Prairie Sanitation Inc.

604 7th St. N.E.
Long Prairie, MN 56327
Terry Lanoue
320-732-6464
terry@LPSanitation.com

MinnKota EnviroServices

PO Box 1864
Fargo, ND 58107
Mary Aldrich
701-293-8428
maldrich@minnkota.biz

North Central Inc. **

PO Box 365
Perham, MN 56573
Curt Osterfeld
218-371-1486
needdirtcallcurt@arvig.net

Ottertail Trucking, Inc.

1116 N. Tower Rd.
PO Box 402
Fergus Falls, MN 56537
Mike Clark
218-739-3393
mclark@ottertailcoaches.com

Steve's Sanitation **

140 6th Ave. NE
Perham, MN 56573
Kelly Melgard
218-346-4834
Kelly@stevessanitation.com

Tom Kraemer Inc. **

16994 County Road 158
Cold Spring, MN 56320
Danessa Noyes
320-685-8226
info@tomkraemerinc.com

Toutges Sanitation

49601 Brandborg Creek Rd.
Henning, MN 56551
Steven Meyer
218-583-2949
stevetmts@outlook.com

Wadena Hide & Fur **

700 Ash Ave. NW
Wadena, MN 56482
Thomas Paper
218-631-2617
tom@whfco.com

Waste Management Inc.

39864 US Hwy. 71
Sauk Centre, MN 56378
Melanie Wade
320-351-7831
1-800-654-4306
mwade@wm.com

** indicates they offer roll-offs



Solid Waste Fee Schedule

2022

| | County Fee: | State Assessment: | Total: |
|---|----------------|----------------------|-----------|
| <u>Mixed Municipal Waste/Household Waste:</u> | | | |
| Per Ton (Contract Price) | \$ 123.93 | \$ 21.07 | \$ 145.00 |
| Per Ton (Non-Contract Price) | \$ 138.43 | \$ 23.53 | \$ 161.96 |
| 13-Gallon White Garbage Bag (Minimum Charge) | \$ 2.56 | \$ 0.44 | \$ 3.00 |
| 30-33-Gallon Black Garbage Bag | \$ 4.27 | \$ 0.73 | \$ 5.00 |
| Full Garbage Can (35 Gallon Garbage Bag or Larger) | \$ 5.13 | \$ 0.87 | \$ 6.00 |
| Cubic Yard (uncompacted) | \$ 19.66 | \$ 3.34 | \$ 23.00 |
| Cubic Yard (compacted) | \$ 39.32 | \$ 6.68 | \$ 46.00 |
| <u>Unsorted Loads:</u> | | | |
| Per Ton (Contract Price) | \$ 371.80 | \$ 63.20 | \$ 435.00 |
| Per Ton (Non-Contract Price) | \$ 415.28 | \$ 70.60 | \$ 485.88 |
| Per Cubic Yard (uncompacted) | \$ 58.97 | \$ 10.03 | \$ 69.00 |
| Per Cubic Yard (compacted) | \$ 117.95 | \$ 20.05 | \$ 138.00 |
| Sorting Cost Per Hour (Per Employee, \$25 Minimum) | \$ 85.47 | \$ 14.53 | \$ 100.00 |
| <u>Unprotected Loads:</u> | | | |
| 2.0 Times the Posted Rate | | | |
| <u>Handling Fees</u> | | | |
| Per Load (Frozen, Stuck, etc.) | \$ 42.74 | \$ 7.26 | \$ 50.00 |
| <u>Demolition Debris:</u> | | | |
| Per Yard (<i>Pelican Rapids & Battle Lake 3yds or less</i>) | \$ 15.40 | \$ 0.60 | \$ 16.00 |
| Clean Concrete (per yard minimum, Henning & NEOT only) | \$ 8.00 | N/C | \$ 8.00 |
| Clean Shingles (per yard minimum, Henning & NEOT only) | \$ 8.00 | N/C | \$ 8.00 |
| Per Yard (>50% shingles or concrete-Henn/NEOT mixed w/ demc | \$ 23.40 | \$ 0.60 | \$ 24.00 |
| <u>Electronics:</u> | | | |
| Microwaves | \$ 5.00 | N/C | \$ 5.00 |
| Computers (CPU's, laptops, includes keyboard and mouse) | \$ 5.00 | N/C | \$ 5.00 |
| Small Electronics (Desktop Printers/Copiers, FAX, DVD, VCR, etc) | \$ 4.00 | N/C | \$ 4.00 |
| Large (Floor Type Copy Machines, etc.) | \$ 50.00 | N/C | \$ 50.00 |
| Televisions/Computer Monitors (TV Size < 27", tube type) | \$ 10.00 | N/C | \$ 10.00 |
| Televisions (TV Size ≥ 27", tube type) | \$ 15.00 | N/C | \$ 15.00 |
| Televisions/Computer Monitors (Flat Screen-All Sizes) | \$ 10.00 | N/C | \$ 10.00 |
| <u>Whitegoods:</u> | | | |
| Appliances - Non-Freon (Stoves, Dishwashers, Washers, Dryers, | \$ 5.00 | N/C | \$ 5.00 |
| Appliances - Freon (Refrigerators, Freezers, A/C units, etc.) | \$ 10.00 | N/C | \$ 10.00 |
| Commercial Appliances (freezers, coolers, etc.) | \$ 50.00 | N/C | \$ 50.00 |
| <u>Batteries:</u> | | | |
| Car/Boat/Motorcycle | \$ 1.00 | N/C | \$ 1.00 |
| Truck/Tractor | \$ 4.00 | N/C | \$ 4.00 |
| Commercial | \$ 10.00 | N/C | \$ 10.00 |
| <u>Tires:</u> | | | |
| Small Passenger Tire (Up to 15") | \$ 3.00 | N/C | \$ 3.00 |
| Large Passenger Tire (16"+) | \$ 4.00 | N/C | \$ 4.00 |
| Small Passenger Tire With Rim (Up to 15") | \$ 6.00 | N/C | \$ 6.00 |

Solid Waste Fee Schedule

| | County Fee: | State Assessment: | Total: |
|--|-------------------------|------------------------------|---------------|
| <u>Tires, cont.:</u> | | | |
| Large Passenger Tire With Rim (16"+) | \$ 7.00 | N/C | \$ 7.00 |
| Semi-truck/Trailer Tire | \$ 15.00 | N/C | \$ 15.00 |
| Semi-truck/Trailer Tire with Rim | \$ 25.00 | N/C | \$ 25.00 |
| Tractor (all) | \$ 50.00 | N/C | \$ 50.00 |
| Flotation Tire (as quoted) | quote | N/C | quote |
| Bulk Passenger Tires | \$250.00/ton | N/C | \$250.00/ton |
| Bulk Tractor Tires | \$375.00/ton | N/C | \$375.00/ton |
| Bulk Solid Tires, Tracks, & Other | \$425.00/ton | N/C | \$425.00/ton |
| <u>Miscellaneous:</u> | | | |
| Stuffed Chair/Recliner | \$ 5.13 | \$ 0.87 | \$ 6.00 |
| Sofa | \$ 10.26 | \$ 1.74 | \$ 12.00 |
| Hide-A-Bed Sofa | \$ 17.09 | \$ 2.91 | \$ 20.00 |
| Twin-Size Mattress (Per Piece) | \$ 7.69 | \$ 1.31 | \$ 9.00 |
| Queen/Full-Size Mattress (Per Piece) | \$ 10.26 | \$ 1.74 | \$ 12.00 |
| King-Size Mattress (Per Piece) | \$ 12.82 | \$ 2.18 | \$ 15.00 |
| Carpeting (per square yard) | \$ 0.85 | \$ 0.15 | \$ 1.00 |
| Propane Tanks (5-20-40 pounds) | \$ 4.00 | N/C | \$ 4.00 |
| <u>Scrap Iron & Metal:</u> | | | |
| Minimum | \$ 1.00 | N/C | \$ 1.00 |
| Cubic Yard | \$ 2.50 | N/C | \$ 2.50 |
| <u>Brush:</u> | | | |
| We only accept 3" to 4" in diameter or less | | | |
| Per Yard | \$ 2.00 | N/C | \$ 2.00 |
| Pickup/Trailer (level box) | \$ 5.00 | N/C | \$ 5.00 |
| Dump Truck (10 yards) | \$ 20.00 | N/C | \$ 20.00 |
| <u>Non Otter Tail County Waste:</u> | | | |
| Non Otter Tail County Waste | 3 times the county rate | | |
| <u>Yard Waste:</u> | | | |
| Must be clean and free of contaminates | Free | Free | Free |
| Lake Weeds - Must include permit to haul | Free | Free | Free |
| <u>Haulers License Fees:</u> | | | |
| License Fee (base) | \$ 100.00 | N/C | \$ 100.00 |
| License Fee (per truck) | \$ 10.00 | N/C | \$ 10.00 |
| Bond | \$ 5,000.00 | N/C | \$ 5,000.00 |
| <u>Service Fee:</u> | | | |
| Per Service Fee Point | \$ 14.00 | N/C | \$ 14.00 |
| <u>Credit Card Fee:</u> | | | |
| Per Transaction (\$10 Minimum, Charges \$10-\$78) | \$ 1.95 | N/C | \$ 1.95 |
| Per Transaction (Over \$78) | 2.50% | N/C | 2.50% |

Notes:

1. The Transfer Station Attendant/Operator make the final determination on all transactions
2. The compacted MMSW rate is to be used only for packer trucks when a scale is unavailable
3. All lightweight material (foam, film, etc.) will be charged at the MMSW cubic yard price

Solid Waste Fee Schedule

| | County | State | Assessment: | Total: |
|--|-------------|-------|-------------|------------|
| Fluorescent Light Bulbs (HHW Only): | Fee: | | | |
| Straight Fluorescent lamps 4' or less | \$ 0.20 | N/C | | \$ 0.20 |
| Straight Fluorescent lamps Greater than 4' | \$ 0.35 | N/C | | \$ 0.35 |
| Compact, U-bend, or Circular Fluorescent Lamps | \$ 0.30 | N/C | | \$ 0.30 |
| High Intensity Discharge or High Pressure Sodium lamps | \$ 0.80 | N/C | | \$ 0.80 |
| PCB Ballasts | \$ 0.87/lb | N/C | | \$ 0.87/lb |
| Non-PCB Ballasts | \$ 0.19/lb | N/C | | \$ 0.19/lb |

Notes:

1. Fluorescent Light Bulbs are only accepted at the Household Hazardous Waste Facility
2. No Transfer Stations accept fluorescent light bulbs
3. Residents (non-businesses) can bring in up to 10 fluorescent per year at no charge
4. Payment can only be made by check or invoice

Solid Waste Fee Schedule

| | County | State | |
|---|-----------|-------------|-----------|
| | Fee: | Assessment: | Total: |
| <u>Intra-Departmental Fee Schedule (for internal use only)</u> | | | |
| Hook Truck W/ Operator (per hour) | \$ 60.00 | N/C | \$ 60.00 |
| Pup Trailer (per hour) | \$ 20.00 | N/C | \$ 20.00 |
| Semi-Trailer W/ Operator (per hour) | \$ 70.00 | N/C | \$ 70.00 |
| Fork Lift W/ Operator | \$ 60.00 | N/C | \$ 60.00 |
| Skid-Steer W/ Operator | \$ 60.00 | N/C | \$ 60.00 |
| 30 yd/40 yd Roll-Off Rental (per day) | \$ 20.00 | N/C | \$ 20.00 |
| 30 yd/40 yd Roll-Off Rental (per week) | \$ 100.00 | N/C | \$ 100.00 |
| 30 yd/40 yd Roll-Off Rental (per month) | \$ 300.00 | N/C | \$ 300.00 |
| Roll-off Delivery (per hour) | \$ 60.00 | N/C | \$ 60.00 |
| Compliance Representative (per hour) | \$ 40.00 | N/C | \$ 40.00 |
| Staff For Clean-up and Abatement Activites (per hour) | \$ 30.00 | N/C | \$ 30.00 |

Notes:

1. Otter Tail County Solid Waste may refuse to provide services due to lack of staff and equipment
2. The rates shown are to be used for abatement projects and interdepartment use of resources

| | | | | | | | |
|-------------------|------------------------------------|---------------------|------------------------|-------------------------------|--|--|--|
| PURCHASER | <u>OTTER TAIL COUNTY RECYCLING</u> | | | | | | |
| STREET ADDRESS | <u>1115 N TOWER RD</u> | | | <SAME> | | | |
| CITY/STATE | <u>FERGUS FALLS, MN</u> | COUNTY | <u>OTTER TAIL (MN)</u> | | | | |
| POSTAL CODE | <u>56537-1053</u> | PHONE NO. | <u>218-998-4898</u> | | | | |
| CUSTOMER CONTACT: | EQUIPMENT | <u>ZACH FJESTAD</u> | | | | | |
| | PRODUCT SUPPORT | <u>ZACH FJESTAD</u> | | | | | |
| INDUSTRY CODE: | | | PRINCIPAL WORK CODE | F.O.B. AT: <u>MINNEAPOLIS</u> | | | |

| | | |
|-------------------------------|---|---------------------|
| ACCOUNT NUMBER <u>6842300</u> | Sales Tax Exemption # (if applicable) <u>N/A</u> | PURCHASER PO NUMBER |
|-------------------------------|---|---------------------|

| | | | | | |
|--|--|---|------------------------------|--------------------------------|--|
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval) | | | | | |
| NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> | NET ON DELIVERY <input type="checkbox"/> | FINANCIAL SERVICES <input type="checkbox"/> | CSC <input type="checkbox"/> | LEASE <input type="checkbox"/> | |
| CASH WITH ORDER <u>\$0.00</u> | BALANCE TO FINANCE <u>\$0.00</u> | CONTRACT INTEREST RATE <u>0.00</u> | | | |
| PAYMENT PERIOD | PAYMENT AMOUNT | NUMBER OF PAYMENTS | OPTIONAL BUY-OUT | <u>\$0.00</u> | |

| DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | |
|--|--------------------------|--------------------------------|----------|
| MAKE: CATERPILLAR | MODEL: 420H2ST | YEAR: 2021 | |
| STOCK NUMBER: EQ0001564 | SERIAL NUMBER: 0H8T00999 | | |
| 420 07A BACKHOE LOADER CFG2 | 542-7992 | BUCKET-GP, 1.3 YD3, PO | 337-7385 |
| STICK, EXTENDABLE, 14FT | 543-4284 | CUTTING EDGE, TWO PIECE | 9R-5321 |
| PT, 4WD/2WS AUTOSHIFT | 544-0930 | BUCKET, HOE, (NONE) | 175-7877 |
| ENGINE, 74.5KW, C3.6 DITA, T4F | 541-9540 | INSTRUCTIONS, ANSI | 559-0872 |
| HYDRAULICS, GP, 6FCN/8BNK, ST | 542-7772 | LINES, COMBINED AUX, E-STICK | 548-1231 |
| CAB, DELUXE | 544-0883 | RADIO, FM BLUETOOTH | 540-2298 |
| DISPLAY, STANDARD | 545-5047 | COLD WEATHER PACKAGE, 120V | 551-6940 |
| WORKLIGHTS (8) HALOGEN LAMPS | 491-6734 | LOADER BUCKET PINS | 545-8548 |
| SEAT, DELUXE FABRIC | 573-4524 | AUTO-UP STABILIZERS | 567-5090 |
| BELT, SEAT, 2" SUSPENSION | 206-1747 | SERIALIZED TECHNICAL MEDIA KIT | 421-8926 |
| AIR CONDITIONER, T4F | 542-7810 | LANE 2 ORDER | 0P-9002 |
| PRODUCT LINK, CELLULAR, PLE643 | 560-6797 | SHIPPING/STORAGE PROTECTION | 461-6839 |
| TIRES, 12.5 80/19.5L-24, GY | 379-2161 | PACK, DOMESTIC TRUCK | 0P-0210 |
| COUNTERWEIGHT, 1015 LBS | 337-9696 | RUST PREVENTATIVE APPLICATOR | 462-1033 |
| STABILIZER PADS, FLIP-OVER | 9R-6007 | BUCKET-HC SOIL, 24", 8.5 CFT | BHL-AD22 |

| YEAR | BILL OF SALE - TRADE-IN EQUIPMENT | SERIAL NO. | SELL PRICE | |
|------|-----------------------------------|------------|---|---------------------|
| | | | | \$147,743.00 |
| | | | SOURCEWELL DISCOUNT -30.3% | (\$44,766.13) |
| | | | ADDITIONAL DEALER DISCOUNT | (\$6,876.87) |
| | | | NET BALANCE DUE | \$96,100.00 |
| | | | THUMB, HYDRAULIC ARR | \$4,050.00 |
| | | | 60 MONTH / 5,000 HOUR PT & HYD WARRANTY | \$2,380.00 |
| | | | FOAM FILL TIRES | \$5,420.00 |
| | | | BALANCE | \$107,950.00 |

PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.

GROSS TRADE ALLOWANCE _____

PAYOUT TO _____ AMOUNT OWING: _____

PURCHASER TO PAYOUT ZIEGLER INC. TO PAY OUT

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2

| | |
|---|---|
| <input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2. Standard Manufacturer's Warranty | <input type="checkbox"/> USED EQUIPMENT WARRANTY ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here: |
|---|---|

CSA: _____

NOTES: _____

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

| | |
|-------------------------------------|------------------------------------|
| Ziegler Inc. Company | PURCHASER |
| ORDER RECEIVED BY <u>Joel Srock</u> | APPROVED AND ACCEPTED ON _____ |
| REPRESENTATIVE | <u>OTTER TAIL COUNTY RECYCLING</u> |
| BY _____ | PURCHASER |
| SIGNATURE | TITLE |

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. ACCEPTANCE. All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. FINANCING. If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. ADDITIONAL DOCUMENTATION. On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. SHIPMENT. Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. WARRANTY LIMITATIONS. Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. TRADE-IN EQUIPMENT. Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. INTELLECTUAL PROPERTY. A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. ENTIRE AGREEMENT; AMENDMENT. Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. UCC. All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. COUNTERPARTS. This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

**PROGRESSIVE ESTIMATE
OF
WORK COMPLETED**

PROJECT No. F19 00 038

PROJECT: SITE GRADING & STORM DRAINAGE
OTTER TAIL COUNTY FERGUS FALLS
TRANSFER STATION
FERGUS FALLS, MINNESOTA

ESTIMATE No.: 6

FROM DATE: August 26, 2021
TO DATE: October 16, 2021

CONTRACT COST: \$ 589,568.00
NET CHANGE BY CCO & WORK ORDERS: \$ 24,083.48
CONTRACT SUM TO DATE: \$ 613,651.48

STARTING DATE: April 19, 2021
TOTAL % Complete: 106.1%

CONTRACTOR: Mark Lee Excavating
401 50th Ave. SE
Alexandria, MN 56308

| | | |
|--|-----------|------------------|
| CONSTRUCTED TO DATE | \$ | 650,862.91 |
| MATERIALS SUITABLY STORED | \$ | - |
| TOTAL COSTS TO DATE | \$ | 650,862.91 |
| LESS RETAINAGE 2% | \$ | (13,017.26) |
| LESS AMOUNT PAID IN PREVIOUS ESTIMATES | \$ | (530,001.97) |
| LESS LIQUIDATED DAMAGES | \$ | (33,600.00) |
| NET AMOUNT DUE THIS ESTIMATE | \$ | 74,243.68 |

Contract Completion Date: July 30, 2021. Actual Completion Date: September 17, 2021(Except added Conc.)
LD's: 49CD's Past Completion Date - 21 CD's(Extra Work) = 28CD @ \$1200/Day Assessed

CERTIFICATIONS AND APPROVAL

CONTRACTOR:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

BY:  DATE: 11/26/21

ENGINEER:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the net amount due this estimate.

BY: Ross J Eberle DATE: 11-29-21

**OTTER TAIL COUNTY
RECOMMENDED FOR APPROVAL :**

BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**OTTER TAIL COUNTY FERGUS FALLS TRANSFER STATION
SITE GRADING & STORM DRAINAGE
FERGUS FALLS, MINNESOTA**

CONTRACTOR: Mark Lee Excavating
401 50th Ave. SE
Alexandria, MN 56308

F19 00 038

PROGRESSIVE ESTIMATE No. 6

Date Prepared: November 2, 2021

By: RE

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT | | | CONSTRUCTED | | | |
|-------------------|------------|---|----------|-------------------|--------------|----------------|-------------|---------|--------------|---------------|
| | | | | CONTRACT QUANTITY | UNIT PRICE | EXTENDED PRICE | QUANTITIES | | AMOUNT | |
| | | | | | | | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
| SCHEDULE A | | | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$ 15,000.00 | \$ 15,000.00 | | 1 | | \$ 15,000.00 |
| 2 | 2104.503 | SALVAGE & INSTALL 18" HDPE PIPE | LIN FT | 10 | \$ 60.00 | \$ 600.00 | | | | |
| 3 | 2104.503 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LIN FT | 210 | \$ 5.00 | \$ 1,050.00 | | 702.3 | | \$ 3,511.50 |
| 4 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 230 | \$ 15.00 | \$ 3,450.00 | | 529.9 | | \$ 7,948.50 |
| 5 | 2104.607 | SALVAGE AGGREGATE BASE (EV) | LIN FT | 64 | \$ 25.00 | \$ 1,600.00 | | 3.5 | | \$ 87.50 |
| 6 | 2105.507 | COMMON EXCAVATION | CU YD | 744 | \$ 20.00 | \$ 14,880.00 | | 817.8 | | \$ 16,356.00 |
| 7 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | 52 | \$ 25.00 | \$ 1,300.00 | | 368.4 | | \$ 9,210.00 |
| 8 | 2232.504 | MILL BITUMINOUS SURFACE 2.0" | SQ YD | 95 | \$ 20.00 | \$ 1,900.00 | | 340.5 | | \$ 6,810.00 |
| 9 | 2301.504 | CONCRETE PAVEMENT 6" | SQ YD | 17 | \$ 200.00 | \$ 3,400.00 | | 17.8 | | \$ 3,560.00 |
| 10 | 2360.504 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) | TON | 113 | \$ 200.00 | \$ 22,600.00 | | 233.23 | | \$ 46,646.00 |
| 11 | 2502.503 | 6" PERF HDPE DRAIN TILE W/SOCK | LIN FT | 174 | \$ 50.00 | \$ 8,700.00 | | 125 | | \$ 6,250.00 |
| 12 | 2502.503 | 6" HDPE DUAL WALL PIPE | LIN FT | 58 | \$ 50.00 | \$ 2,900.00 | | 48 | | \$ 2,400.00 |
| 13 | 2502.503 | 4" PVC PIPE DRAIN | LIN FT | 5 | \$ 100.00 | \$ 500.00 | | 7.5 | | \$ 750.00 |
| 14 | 2573.503 | SILT FENCE, TYPE MS | LIN FT | 75 | \$ 4.00 | \$ 300.00 | | 73 | | \$ 292.00 |
| 15 | 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW | LIN FT | 140 | \$ 5.00 | \$ 700.00 | | | | |
| 16 | 2574.508 | FERTILIZER TYPE 3 | POUND | 150 | \$ 2.00 | \$ 300.00 | | 150 | | \$ 300.00 |
| 17 | 2575.505 | SEEDING | ACRE | 0.5 | \$ 1,800.00 | \$ 900.00 | 0.23 | 0.73 | \$ 414.00 | \$ 1,314.00 |
| 18 | 2575.508 | SEED MIXTURE 35-241 | POUND | 18.25 | \$ 20.00 | \$ 365.00 | | 36.5 | | \$ 730.00 |
| 19 | 2575.508 | HYDRAULIC BONDED FIBER MATRIX | POUND | 1750 | \$ 2.00 | \$ 3,500.00 | 1475 | 2530 | \$ 2,950.00 | \$ 5,060.00 |
| SCHEDULE B | | | | | | | | | | |
| 20 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$ 85,000.00 | \$ 85,000.00 | | 1 | | \$ 85,000.00 |
| 21 | 2104.502 | SALVAGE SIGN TYPE SPECIAL | EACH | 1 | \$ 100.00 | \$ 100.00 | | | | |
| 22 | 2104.503 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LIN FT | 172 | \$ 5.00 | \$ 860.00 | | 176 | | \$ 880.00 |
| 23 | 2104.503 | REMOVE PIPE DRAIN | LIN FT | 25 | \$ 25.00 | \$ 625.00 | | 25 | | \$ 625.00 |
| 24 | 2104.503 | REMOVE FENCE | LIN FT | 744 | \$ 6.00 | \$ 4,464.00 | | 744 | | \$ 4,464.00 |
| 25 | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 42 | \$ 20.00 | \$ 840.00 | | 19.6 | | \$ 392.00 |
| 26 | 2105.504 | GEOTEXTILE FABRIC TYPE 5 | SQ YD | 7842 | \$ 4.00 | \$ 31,368.00 | | 7736 | | \$ 30,944.00 |
| 27 | 2105.507 | COMMON EXCAVATION | CU YD | 7370 | \$ 15.00 | \$ 110,550.00 | | 7170 | | \$ 107,550.00 |
| 28 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | 6526 | \$ 17.00 | \$ 110,942.00 | 408.3 | 6399.29 | \$ 6,941.10 | \$ 108,787.93 |
| 29 | 2360.504 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) | TON | 77 | \$ 200.00 | \$ 15,400.00 | | 90.12 | | \$ 18,024.00 |
| 30 | 2501.502 | 12" DUAL WALL HDPE | LIN FT | 30 | \$ 38.00 | \$ 1,140.00 | | 28 | | \$ 1,064.00 |
| 31 | 2501.502 | 12" HDPE APRON | EACH | 1 | \$ 125.00 | \$ 125.00 | | 1 | | \$ 125.00 |
| 32 | 2501.502 | 15" DUAL WALL HDPE | LIN FT | 36 | \$ 40.00 | \$ 1,440.00 | | 51 | | \$ 2,040.00 |
| 33 | 2501.502 | 15" HDPE APRON | EACH | 2 | \$ 150.00 | \$ 300.00 | | 2 | | \$ 300.00 |
| 34 | 2501.502 | 18" DUAL WALL HDPE | LIN FT | 90 | \$ 45.00 | \$ 4,050.00 | | 84 | | \$ 3,780.00 |
| 35 | 2501.502 | 18" HDPE APRON | EACH | 2 | \$ 200.00 | \$ 400.00 | | 2 | | \$ 400.00 |
| 36 | 2501.502 | 24" HDPE APRON | EACH | 1 | \$ 250.00 | \$ 250.00 | 1 | 1 | \$ 250.00 | \$ 250.00 |
| 37 | 2501.502 | 24" DUAL WALL HDPE | LIN FT | 60 | \$ 50.00 | \$ 3,000.00 | 49 | 49 | \$ 2,450.00 | \$ 2,450.00 |
| 38 | 2501.503 | 30" RC PIPE CULVERT | LIN FT | 10 | \$ 100.00 | \$ 1,000.00 | | 8 | | \$ 800.00 |
| 39 | 2502.503 | 4" PVC PIPE DRAIN | LIN FT | 120 | \$ 30.00 | \$ 3,600.00 | | | | |
| 40 | 2504.604 | 10" WATERMAIN INSULATION | LIN FT | 100 | \$ 50.00 | \$ 5,000.00 | | 316 | | \$ 15,800.00 |
| 41 | 2504.604 | WATER SERVICE INSULATION | LIN FT | 120 | \$ 75.00 | \$ 9,000.00 | | | | |
| 42 | | ADJUST WELL WATER SERVICE AND POWER LINES | LIN FT | 75 | \$ 30.00 | \$ 2,250.00 | | 75 | | \$ 2,250.00 |
| 43 | 2506.502 | FURNISH & INSTALL DRAINAGE STRUCTURE DESIGN F | EACH | 1 | \$ 10,000.00 | \$ 10,000.00 | | 1 | | \$ 10,000.00 |
| 44 | 2506.502 | FURNISH & INSTALL DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | 1 | \$ 10,000.00 | \$ 10,000.00 | 1 | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 45 | 2511.507 | RANDOM RIPRAP CLASS 1 | CU YD | 20 | \$ 150.00 | \$ 3,000.00 | 14 | 14 | \$ 2,100.00 | \$ 2,100.00 |
| 46 | 2511.507 | RANDOM RIPRAP CLASS 2 | CU YD | 23 | \$ 150.00 | \$ 3,450.00 | 34.6 | 34.6 | \$ 5,190.00 | \$ 5,190.00 |
| 47 | 2557.603 | WOVEN WIRE FENCE - MNDOT STANDARD PLATE 9320G | LIN FT | 1446 | \$ 40.00 | \$ 57,840.00 | 1232 | 1232 | \$ 49,280.00 | \$ 49,280.00 |
| 48 | 2563.601 | TRAFFIC CONTROL | LUMP SUM | 1 | \$ 2,000.00 | \$ 2,000.00 | | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 49 | 2564.502 | INSTALL SIGN PANEL TYPE SPECIAL | EACH | 1 | \$ 500.00 | \$ 500.00 | | | | |
| 50 | 2564.518 | SIGN PANELS TYPE C | SQ YD | 15.43 | \$ 100.00 | \$ 1,543.00 | | | | |
| 51 | 2573.503 | SILT FENCE, TYPE MS | LIN FT | 1830 | \$ 4.00 | \$ 7,320.00 | | 1783 | | \$ 7,132.00 |
| 52 | 2573.503 | SEDIMENT CONTROL LOG TYPE STRAW | LIN FT | 228 | \$ 4.00 | \$ 912.00 | | 240 | | \$ 960.00 |

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT QUANTITY | UNIT PRICE | EXTENDED PRICE | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
|----------|------------|--------------------------------------|-------|-------------------|-------------|----------------|-------------|---------|-------------|--------------|
| 53 | 2573.602 | ROCK CONSTRUCTION ENTRANCE | EACH | 1 | \$ 1,000.00 | \$ 1,000.00 | | | | |
| 54 | 2574.508 | FERTILIZER TYPE 3 | POUND | 450 | \$ 2.00 | \$ 900.00 | | 450 | | \$ 900.00 |
| 55 | 2575.504 | EROSION CONTROL BLANKETS CATEGORY 3N | SQ YD | 758 | \$ 3.00 | \$ 2,274.00 | 270 | 2140 | \$ 810.00 | \$ 6,420.00 |
| 56 | 2575.505 | SEEDING | ACRE | 1.5 | \$ 1,800.00 | \$ 2,700.00 | 0.92 | 2.17 | \$ 1,656.00 | \$ 3,906.00 |
| 57 | 2575.508 | SEED MIXTURE 35-241 | POUND | 55 | \$ 20.00 | \$ 1,100.00 | 18.75 | 110 | \$ 375.00 | \$ 2,200.00 |
| 58 | 2575.508 | HYDRAULIC BONDED FIBER MATRIX | POUND | 4690 | \$ 2.00 | \$ 9,380.00 | 3375 | 7520 | \$ 6,750.00 | \$ 15,040.00 |

TOTAL BASE BID \$ **589,568.00** **TOTAL CONSTRUCTED** \$ 91,166.10 \$ 627,279.43

| | CONTRACT | CONSTRUCTED |
|----------------------------------|----------------------|----------------------|
| BASE BID | \$ 589,568.00 | \$ 627,279.43 |
| CHANGE ORDERS | \$ 24,083.48 | \$ 23,583.48 |
| MATERIALS SUITABLY STORED | \$ - | \$ - |
| TOTALS | \$ 613,651.48 | \$ 650,862.91 |

CONSTRUCTION CHANGE/WORK ORDERS

OTTER TAIL COUNTY FERGUS FALLS TRANSFER STATION
 SITE GRADING & STORM DRAINAGE
 FERGUS FALLS, MINNESOTA

CONTRACTOR:
 Mark Lee Excavating
 401 50th Ave. SE
 Alexandria, MN 56308

November 1, 2021

CHANGE/WORK ORDER No. 1

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT QUAN. | CONTRACT | | CONSTRUCTED | | | |
|----------|------------|-------------------------------|--------|----------------|-------------|----------------|-------------|---------|---------------|---------------|
| | | | | | UNIT PRICE | EXTENDED PRICE | QUANTITIES | | AMOUNT | |
| | | | | | | | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
| 1 | 2504.604 | WATER SERVICE INSULATION | LIN FT | 120 | \$ (75.00) | \$ (9,000.00) | 120 | 120 | \$ (9,000.00) | \$ (9,000.00) |
| 2 | | LOWER 10" WATERMAIN | LIN FT | 90 | \$ 200.00 | \$ 18,000.00 | 86 | 86 | \$ 17,200.00 | \$ 17,200.00 |
| 3 | | RELOCATE 10" GATE VALVE & BOX | EACH | 1 | \$ 2,500.00 | \$ 2,500.00 | 1 | 1 | \$ 2,500.00 | \$ 2,500.00 |
| | | | | | | \$ 11,500.00 | | | \$ 10,700.00 | \$ 10,700.00 |

CHANGE/WORK ORDER No. 2

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT QUAN. | CONTRACT | | CONSTRUCTED | | | |
|----------|------------|--|--------|----------------|-------------|----------------|-------------|---------|--------------|--------------|
| | | | | | UNIT PRICE | EXTENDED PRICE | QUANTITIES | | AMOUNT | |
| | | | | | | | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
| 1 | | SALVAGE & INSTALL 18" HDPE | LIN FT | 10 | \$ (60.00) | \$ (600.00) | 10 | 10 | \$ (600.00) | \$ (600.00) |
| 2 | | REMOVE AND DISPOSE 12" CMP | LIN FT | 20 | \$ 25.00 | \$ 500.00 | 20 | 20 | \$ 500.00 | \$ 500.00 |
| 3 | | 18" DUAL WALL HDPE OR CMP | LIN FT | 30 | \$ 50.00 | \$ 1,500.00 | 36 | 36 | \$ 1,800.00 | \$ 1,800.00 |
| 4 | | 18" APRON HDPE OR CMP | EACH | 2 | \$ 300.00 | \$ 600.00 | 2 | 2 | \$ 600.00 | \$ 600.00 |
| 5 | | WEST ACCESS ROAD SUBGRADE IMPROVEMENTS | T&M | 1 | \$ 8,783.48 | \$ 8,783.48 | 1 | 1 | \$ 8,783.48 | \$ 8,783.48 |
| | | | | | | \$ 10,783.48 | | | \$ 11,083.48 | \$ 11,083.48 |

CHANGE/WORK ORDER No. 3

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT QUAN. | CONTRACT | | CONSTRUCTED | | | |
|----------|------------|------------------------------|----------|----------------|-------------|----------------|-------------|---------|-------------|-------------|
| | | | | | UNIT PRICE | EXTENDED PRICE | QUANTITIES | | AMOUNT | |
| | | | | | | | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
| 1 | 2301.504 | CONCRETE PAVEMENT 6" - ADDED | LUMP SUM | 1 | \$ 1,800.00 | \$ 1,800.00 | 1 | 1 | \$ 1,800.00 | \$ 1,800.00 |
| 2 | | | | | | \$ - | | | \$ - | \$ - |
| 3 | | | | | | \$ - | | | \$ - | \$ - |
| 4 | | | | | | \$ - | | | \$ - | \$ - |
| 5 | | | | | | \$ - | | | \$ - | \$ - |
| | | | | | | \$ 1,800.00 | | | \$ 1,800.00 | \$ 1,800.00 |

CHANGE ORDER No. 4

| ITEM No. | SPEC. REF. | ITEM DESCRIPTION | UNITS | CONTRACT QUAN. | CONTRACT | | CONSTRUCTED | | | |
|----------|------------|------------------|-------|----------------|------------|----------------|-------------|---------|-------------|---------|
| | | | | | UNIT PRICE | EXTENDED PRICE | QUANTITIES | | AMOUNT | |
| | | | | | | | THIS PERIOD | TO DATE | THIS PERIOD | TO DATE |
| 1 | | | | | | \$ - | | | \$ - | \$ - |
| | | | | | | \$ - | | | \$ - | \$ - |

| | | CONTRACT | | CONSTRUCTED | |
|------------------|---|----------|-----------|-------------|-----------|
| CHANGE ORDER No. | 1 | \$ | 11,500.00 | \$ | 10,700.00 |
| CHANGE ORDER No. | 2 | \$ | 10,783.48 | \$ | 11,083.48 |
| CHANGE ORDER No. | 3 | \$ | 1,800.00 | \$ | 1,800.00 |
| CHANGE ORDER No. | 4 | \$ | - | \$ | - |
| CHANGE ORDER No. | | | | | |
| CHANGE ORDER No. | | | | | |
| CHANGE ORDER No. | | | | | |

TOTAL CHANGE ORDERS TO DATE \$ 24,083.48 \$ 23,583.48

OTTER TAIL COUNTY SOLID WASTE MASTER PLAN

<https://ottertailcountymn.us/wp-content/uploads/2021/11/Otter-Tail-County-Solid-Waste-Master-Plan.pdf>



Main Office
1295 Bandana Blvd N
Suite 335
St Paul MN 55108

Locations
Boston MA
Richmond VA
Washington DC

106group.com

December 8, 2021

Charles Grotte, P.E.
County Engineer
Highway Department
505 South Court Street, Suite 1
Fergus Falls, MN 56537

Re: *Phelps Mill Fish Passage Project, Otter Tail County, Minnesota
Assistance with NHPA Section 106 Process
Amendment No. 1*

Dear Chuck:

106 Group is pleased to submit a proposed scope amendment for the above-referenced project to document adjustments in tasks. There is no adjustment to the budget at this stage. The overall project includes providing necessary fish passage for lake sturgeon and other native fish species through the site and to improve public safety while providing protection of the mill foundation and maintaining water surface elevations upstream of the dam at Leon Lake.

During the course of this project, the U.S. Fish and Wildlife Service (USFWS) has requested assistance with preparing an assessment of effects study to determine the potential effects on historic properties within the area of potential effect for architectural history. While this task was not included within our original contract, we are able to complete it by switching this task with previously uncompleted tasks from our current contract.

Therefore, 106 Group proposes the following amendment to our original scope of work dated April 2, 2021:

- No further Tribal Consultation support for USFWS is anticipated for this project. Therefore, remaining funds from the Consultation Support task, Tribal Consultation and Deliverables subtasks will instead be utilized to prepare an assessment of effects study for the project, as requested by USFWS.
- A draft assessment of effects report will be prepared summarizing methodology, results, and recommendations. It is assumed that no more than one round of simultaneous review by you, USFWS, and the Minnesota Department of National Resources (DNR) will be completed of the digital

draft report. Upon receipt of comments and revisions a final digital and hard copy report and transmittal letter to SHPO will be prepared for submittal by USFWS.

- A site visit was not needed for the architectural history reporting. Therefore, in order to complete the assessment of effects study it is assumed that photographs of the site will be provided by USFWS and/or you, and concepts for the proposed project alternatives will be provided by Houston Engineering.
- 106 Group will coordinate directly with Houston Engineering to obtain the necessary alternative concepts.
- It is assumed that the assessment of effects study will require no more than 50 person hours to complete, and as such our current contracted budget of \$76,400 will not change.

Schedule

We can begin preparing the assessment of effects study upon receipt of site photographs and proposed alternative concepts.

We appreciate the opportunity to continue to work with you on this project. If you have any questions or require further information, please do not hesitate to contact me via email at SalehMiller@106group.com or phone at 804-404-2048.

Sincerely,

THE 106 GROUP LTD.



Saleh Miller
History Manager

December 8, 2021

via Email: CGrotte@co.ottertail.mn.us

Charles Grotte
Otter Tail County Highway Department
505 South Court St.
Fergus Falls, MN 56537

**Subject: Phelps Mill Dam Modifications
Engineering Agreement for Task 2 – Project Renderings and Potential Bypass
Channel Additional Services through 30% Planset
Otter Tail County, MN**

Dear Charles:

We are pleased to provide a scope of services for engineering and work associated with the ongoing project design and Section 106 review phase for the Phelps Mill Dam Modifications project in Otter Tail County, Minnesota. Houston Engineering, Inc. (“Houston”) offers to complete the services as outlined below.

SERVICES

1. Provide Renderings of Two Alternatives for Section 106 Compliance and Attend a Public Outreach Meeting in Fergus Falls
2. Review and Update the Cost Estimate for the Bypass Channel Alternative.

ADDITIONAL SERVICES

1. Conduct Additional Survey for the Bypass Channel Alternative
2. Complete Hydraulic Design of Rock Arch Rapids for Bypass Channel Alternative
3. Review Bridge Options for Bypass Channel Alternative with Otter Tail County
4. Prepare 30% Planset and Cost Estimate for the Bypass Channel Alternative and Review with the MnDNR and Otter Tail County

A detailed sub-task list and proposed estimated project budget is attached to this agreement letter.

The final product to Otter Tail County will be a set of renderings for the 2/3 Rock Arch Rapids alternative and the Bypass channel alternative. If additional services are approved, a 30% Planset and Cost Estimate for the Bypass Channel Alternative will also be delivered.

Otter Tail County Highway Department
Page 2
December 8, 2021

SERVICES BY OTHERS

1. This phase does not include any permitting.
2. The scope of services does not include enhanced renditions of the project alternative. If more project components are desired by Otter Tail County, or other alternatives, the work can be performed with your approval at our attached hourly rates.

COMPENSATION

We propose to provide these services on an hourly basis for an estimated fee of \$7,861 and the additional services at an estimated fee of \$19,904 per the enclosed 2021 Fee Schedule.

TIME SCHEDULE

The work outlined in this proposal will be completed in a timely manner and will commence upon return of this accepted proposal. We anticipate another public outreach meeting to present the recommendations to Otter Tail County and the public sometime in January or February of 2021.

AGREEMENT

Houston's receipt of this accepted proposal constitutes a contract between us and the Otter Tail County Highway Department, into which the enclosed *Houston Engineering, Inc. General Terms and Conditions dated January 24, 2017* are hereby incorporated by reference.

This proposal is valid until December 31, 2021. Again, we appreciate this opportunity and look forward to working with you on this project. If you agree, simply sign below, and return one copy to me.

Sincerely,

HOUSTON ENGINEERING, INC.



Ted D. Rud, P.E.
TDR:tr

Enclosures:

Project Task List and Budget Estimate
2021 Standard Fee Schedule
Client Services General Terms and Conditions (dated January 24, 2017)

| |
|--|
| Accepted by: |
| <u>Kevin Fellbaum</u> |
| Title: <u>Parks & Trail Director</u> |
| Date: <u>December 21, 2021</u> |

| | Assumptions | Task Cost | Engineering | | | GIS | Survey | CAD | Misc. |
|--|-------------|-----------------|---------------------------------|-----------------------|---------------------|-------------------------|---|--------------------|------------------|
| | | | Senior Project Manager \$215 | Engineer III \$161 | Engineer I \$129 | Sr GIS Analyst \$148 | One-person crew (plus equipment) \$157 | CAD Tech I \$88 | Travel \$0.76 |
| TASK 2 - PROJECT RENDERINGS AND POTENTIAL BYPASS CHANNEL ADDITIONAL SERVICES THROUGH 30% PLANSET | | | | | | | | | |
| Subtask 2.1 - Project Renderings for Section 106 Review and Public Meeting | | | | | | | | | |
| Overall Project Management, Coordination, and Project Updates to project team | | \$2,600 | 4 | 6 | 6 | | | | |
| Coordination for Section 106 Compliance, Including Renderings of Two Alternatives, and Attendance of Public Outreach Meeting | | \$5,261 | | 10 | | 24 | | | 130 |
| Total Hours | | 50 | | | | | | | |
| Total Costs | | \$7,861 | | | | | | | |
| Subtask 2.2 - Additional Bypass Channel Design Through 30% Planset | | | | | | | | | |
| Overall Project Management and Project Updates | | \$2,600 | 4 | 6 | 6 | | | | |
| Additional Survey for Bypass Channel Alternative | | \$2,518 | | 2 | 4 | | 10 | | 145 |
| Complete Hydraulic Design of Rock Arch Rapids, Including Sizing of Rock and Rock Weir Orientation | | \$3,138 | 2 | 4 | 16 | | | | |
| Bridge Options for Bypass Channel Alternative | | \$838 | | 2 | 4 | | | | |
| Prepare 30% Planset and Cost Estimate for Bypass Channel Alternative | | \$7,630 | 2 | 8 | 24 | | | 32 | |
| QA/QC and Review with DNR and County of 30% plans | | \$3,180 | 4 | 8 | 8 | | | | |
| Total Hours | | 146 | | | | | | | |
| Total Costs | | \$19,904 | | | | | | | |



2021 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

| Category | 2021 Rates |
|-------------------------------------|------------|
| Engineer I | \$129 |
| Engineer II | 142 |
| Engineer III | 161 |
| Project Engineer | 179 |
| Project Manager | 196 |
| Sr Project Manager | 215 |
| Scientist I | \$129 |
| Scientist II | 142 |
| Scientist III | 162 |
| Project Mgr – Environmental | 190 |
| Sr Project Mgr – Environmental | 215 |
| Hydrogeologist I | \$129 |
| Hydrogeologist II | 143 |
| Hydrogeologist III | 162 |
| Sr Hydrogeologist | 202 |
| Construction Engineer | \$148 |
| Sr Construction Engineer | 175 |
| Land Surveyor I | \$129 |
| Land Surveyor II | 148 |
| Land Surveyor III | 163 |
| Project Mgr – Land Surveying | 175 |
| Sr Project Manager – Land Surveying | 196 |
| Survey Crews: | |
| 1-Person Crew (+ equipment) | \$157 |
| 2-Person Crew (+ equipment) | 191 |
| 3-Person Crew (+ equipment) | 237 |
| 4-Person Crew (+ equipment) | 265 |
| Landscape Architect | \$137 |
| CAD Technician I | \$88 |
| CAD Technician II | 101 |
| CAD Supervisor | 116 |
| Designer I | \$135 |
| Designer II | 145 |
| Sr Designer | 156 |
| Engineering Specialist | 165 |
| Technician Intern (all areas) | \$88 |
| Technician I | \$101 |
| Technician II | 116 |
| Sr Technician | 129 |

| Category | 2021 Rates |
|------------------------------|------------|
| Right-of-Way Technician | \$118 |
| Right-of-Way Specialist | 196 |
| GIS Analyst I | \$96 |
| GIS Analyst II | 112 |
| GIS Analyst III | 129 |
| Sr GIS Analyst | 148 |
| Project Manager – GIS | 163 |
| Sr Project Manager – GIS | 190 |
| Software Engineer I | \$112 |
| Software Engineer II | 129 |
| Software Engineer III | 148 |
| Sr Software Engineer | 162 |
| Computer Technician | \$156 |
| Communications Specialist | \$88 |
| Sr Communications Specialist | 98 |
| Administrative Assistant | \$83 |
| Sr Administrative Assistant | 88 |
| Planner | \$142 |
| Senior Planner | 196 |
| Legislative/Grant Specialist | \$182 |
| Expert Witness | 236 |
| Drone Pilot | \$137 |
| Drone Visual Observer | 54 |

| Chargeable Expenses | Rate |
|--|---------------------------------|
| Subsistence | Actual Cost |
| Mileage-Vehicles: | |
| 2-Wheel Drive | IRS Standard Rate |
| 4-Wheel Drive | IRS Standard Rate + \$0.20/Mile |
| GPS Equipment | \$25/hour/unit |
| Robotic Total Station | \$40/hour |
| ATV/Snowmobile/Boat | \$15/hour |
| ATV with Tracks | \$30/hour |
| Hydrone RCV | \$50/hour |
| Small UAS/Large UAS | \$25/hour / \$50/hour |
| Delivery, Postage, Printing | Actual Cost |
| Surveying Materials, Special Equipment, and other Materials required | Actual Cost |
| Subconsultants | Actual Cost + 10% |

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of Minnesota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Clay County, Minnesota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

**AGREEMENT FOR REPAIR AND REPLACEMENT
OF COUNTY STATE AID HIGHWAY NO. 67**

Project No. S.A.P. 056-667-042

THIS AGREEMENT made and entered on the last day of execution below, between the County of Otter Tail, Minnesota, referred to herein as “County”, and the City of Henning, Minnesota, referred to herein as “Municipality”.

WITNESSETH:

WHEREAS, the County is the road authority for Otter Tail County State Aid Highway (CSAH) #67, which runs through the corporate limits of the Municipality; and

WHEREAS, the County and Municipality desire to repair and replace the street, sidewalks and utilities on CSAH #67 (Inman Street), from CSAH #65 (Marshall Street), to Trunk Highway 210, a distance of 1.46 miles; and

WHEREAS, the Municipality desires to complete additional utility construction, located along other non CSAH sections within the Municipality; and

WHEREAS, the County and Municipality wish to clearly identify their mutual duties and responsibilities with respect to the repair and replacement of CSAH #67.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to define the rights and obligations of the parties with respect to the repair and replacement of street and utilities located on CSAH #67.

2. Recitals. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein.

3. Scope of Work. The County and Municipality shall coordinate the preparation of plans and construction for: the joint effort work of street, sidewalk and utilities replacement on CSAH #67 (Inman Street), from CSAH #65 (Marshall Street) to Trunk Highway 210, a distance of 1.46 miles, jointly to be designated as State Aid Project (S.A.P.) 056-667-042 and the Municipality’s additional utility work within the Municipality off the CSAH system.

4. Responsibilities of County for S.A.P. 056-667-042:

a. County shall review and approve all preliminary plans, specifications and bid documents provided by the Municipality.

- b. County shall pay for the following project costs:
 - 1) 100 percent of the cost of the street repair and standard sidewalk including the resurfaced area.
 - 2) A percentage of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
 - 3) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as County's portion of the construction costs bears to the total construction contract cost.
- 5. Responsibilities of Municipality for S.A.P. 056-667-042:
 - a. The City shall contract with a consulting engineer for preparation of plans, specifications and bid documents in accordance with Minnesota Department of Transportation (Mn/DOT) State Aid Division requirements.
 - b. Review preliminary plans, specifications and bid documents with County and Mn/DOT State Aid Division officials. Direct revision of plans, specifications and bid documents as required.
 - c. Submit final plans, specifications and bid documents to County and the Mn/DOT State Aid Division for approval.
 - d. Conduct bid opening.
 - e. Contract with consulting engineer for construction administration and engineering services and provide such additional engineering services as may be required.
 - f. Municipality shall pay for the following project costs:
 - 1) 100 percent of the cost of the streetscape improvements, beyond standard sidewalks and lighting.
 - 2) 100 percent of the cost of the non-storm sewer utilities.
 - 3) 100 percent of the off CSAH system work.
 - 4) A percentage of the cost of storm sewer placement based on the Mn/DOT stormwater analysis.
 - 3) A pro rata portion of the total engineering costs for the project, in an amount representing the same ratio to the total engineering costs as Municipality's portion of the construction costs bears to the total construction contract cost.
- 6. Payment of Costs.
 - a. Municipality shall account for and administer payment of all project design costs, project administration, construction engineering and construction costs necessary for S.A.P. 056-667-042.

County shall reimburse Municipality for its share of all costs associated with project design, project administration, construction engineering and construction costs necessary for S.A.P. 056-667-042, as identified in paragraph 4, above.

b. At the completion of the design phase, the Municipality shall provide County an invoice for its share of the project design costs, detailing the total costs paid by Municipality to date and the portion to be reimbursed by County. Payment to Municipality shall be made by the County within thirty (30) days of receipt on an invoice from the Municipality.

c. Municipality shall provide County a monthly invoice for its share of projects costs, detailing the total costs paid by Municipality to date and the portion to be reimbursed by County. Payment to Municipality shall be made by County within thirty (30) days of receipt of an invoice from Municipality.

7. Termination. This Agreement may be terminated by the County or Municipality upon seven (7) days written notice should either party fail substantially to perform in accordance with the terms of this Agreement. In the event of termination, the County or Municipality shall be compensated for all services performed and costs paid or incurred to the termination date. All provisions of this Agreement allocating responsibility or liability between the County and Municipality shall survive the completion of the project hereunder and/or the termination of this Agreement.

8. Notice. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid and depositing the same in the United States Postal Service, addressed to:

For the County:

Otter Tail County Engineer
Otter Tail County Highway Department
505 South Court Street, Suite 1
Fergus Falls, MN 56537

For the Municipality:

City Clerk/Treasurer
City of Henning
612 Front Street
Henning, MN 56551

9. Records. The Municipality shall make available for review and copying, at reasonable times upon request by the County, any documents, records, memoranda or other such items relating to the project in the Municipality's possession. The Municipality shall specifically keep concise records verifying any work for which compensation is requested or any other extraordinary or miscellaneous expenses arising out of the performance of this Agreement. The Municipality shall keep detailed records

pertaining to any controversies, disputes or problems, which affect or could affect the quality or acceptance of the work by County.

10. Reuse of Documents. Drawings and specifications are and shall remain the property of the County whether the project for which they are made is executed or not. The Municipality shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Municipality's use and occupancy of the project and for use in any future construction.

11. Insurance. The County and Municipality agree that they will, at all times during this Agreement, be prepared to meet the statutory limits for municipal liability. Any insurance costs incurred shall be the costs and expenses of the insured party and shall not be included as a cost of the project or reimbursed in any way by the other party.

12. Controlling Law. This Agreement shall be governed by the applicable laws of the State of Minnesota.

13. Successors and Assigns. The County and Municipality respectfully bind themselves, their partners, successors and assigns and all legal representatives of such party with respect to all covenants of this Agreement. Neither the County nor Municipality shall assign, sublet or transfer any interest in this Agreement without written consent of the other.

14. Equal Employment and Nondiscrimination. In connection with the work under this Agreement, the County and Municipality agree to comply with the applicable provisions of federal and state equal employment opportunity and nondiscrimination statutes and regulations.

15. Changes. Except as provided herein, the parties agree that no change or modification to this Agreement or any attachments hereto shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

16. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or nonenforceability would cause the Agreement to fail its purpose. One or more waivers by covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

17. Entire Agreement. This Agreement, including all exhibits, constitutes the entire Agreement between the County and the Municipality and supersedes all prior written or oral Agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order

or agreement purporting to modify, vary, supplement or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

18. Effective Date. The Agreement shall be effective upon execution by the parties.

OTTER TAIL COUNTY

BY _____
County Board Chair

DATE _____

ATTEST _____
County Board Clerk

DATE _____

Approved as to Form and
Execution

Otter Tail County Attorney

CITY OF HENNING

BY *[Signature]*
Mayor

DATE 12-7-21

ATTEST *Kim Schroeder*
City Clerk/Treasurer

DATE 12-7-21

**BID SUMMARY AND
RECOMMENDATION FOR AWARD**

Otter Tail County Highway Department

S.A.P. 056-605-012 4030-005
Grading, FDR, Wear Courses, Concrete Curb & Gutter and ADA Improvements

Bid Opening – December 15, 2021, 1:00 P.M.
Dead Lake Room, Government Services Center

Engineer's Estimate \$ \$2,080,849.40

| | <u>Bid Amount</u> |
|---|-------------------|
| Anderson Bros. Const. Co. of Brainerd Brainerd, MN | \$1,624,660.05 |
| Mark Sand & Gravel Co. Fergus Falls, MN | \$1,746,486.26 |
| Knife River Materials- Northern MN Bemidji, MN | \$1,877,778.68 |
| R.J. Zavoral and Sons, Inc. East Grand Forks, ND | \$1,932,923.67 |
| Central Specialties, Inc. Alexandria, MN | \$1,973,816.23 |
| Duininck, Inc. Prinsburg, MN | \$2,195,296.89 |

I recommend the award of this project to Anderson Bros. Const. Co. of Brainerd, Brainerd, MN, low bidder in the bid amount of \$1,624,660.05.

Respectfully Submitted,
Otter Tail County Highway Department

Grading - 1954
Bituminous Overlay - 1954
Seal Coat - 2002
Present ADT - 872 Vehicles
Projected ADT - 898 Vehicles

Charles H. Grotte, County Engineer
December 21, 2021



MINNESOTA DEPARTMENT OF TRANSPORTATION

OTTER TAIL COUNTY

MINNESOTA

COUNTY STATE AID HIGHWAY 5

CONSTRUCTION PLAN FOR: GRADING, FULL DEPTH RECLAMATION, BITUMINOUS WEAR COURSES, CONCRETE CURB & GUTTER, ADA IMPROVEMENTS

SAP 056-605-012 LOCATED ON CSAH 5 FROM TH 210 TO CSAH 16 (GEOGRAPHICAL DESCRIPTION)
 FROM THE CENTER OF SECTION 6, T132N, R39W TO 13.50' S OF THE NE CORNER OF SECTION 21, T133N, R39W (LEGAL DESCRIPTION)

CSAH 5 (SAP 056-605-012)

| | | | | |
|------------------|-----------------|------|--------------|-------|
| GROSS LENGTH | <u>27601.00</u> | FEET | <u>5.227</u> | MILES |
| BRIDGE LENGTH | <u>0.00</u> | FEET | <u>0.000</u> | MILES |
| EXCEPTION LENGTH | <u>0.00</u> | FEET | <u>0.000</u> | MILES |
| NET LENGTH | <u>27601.00</u> | FEET | <u>5.227</u> | MILES |

LENGTH AND DESCRIPTION BASED UPON
PROPOSED CSAH 5 CENTERLINE

R 39 W
R 40 W

END PROJECT: SAP 056-605-012 (CSAH 5)
STA. 278+40.76

VICINITY MAP

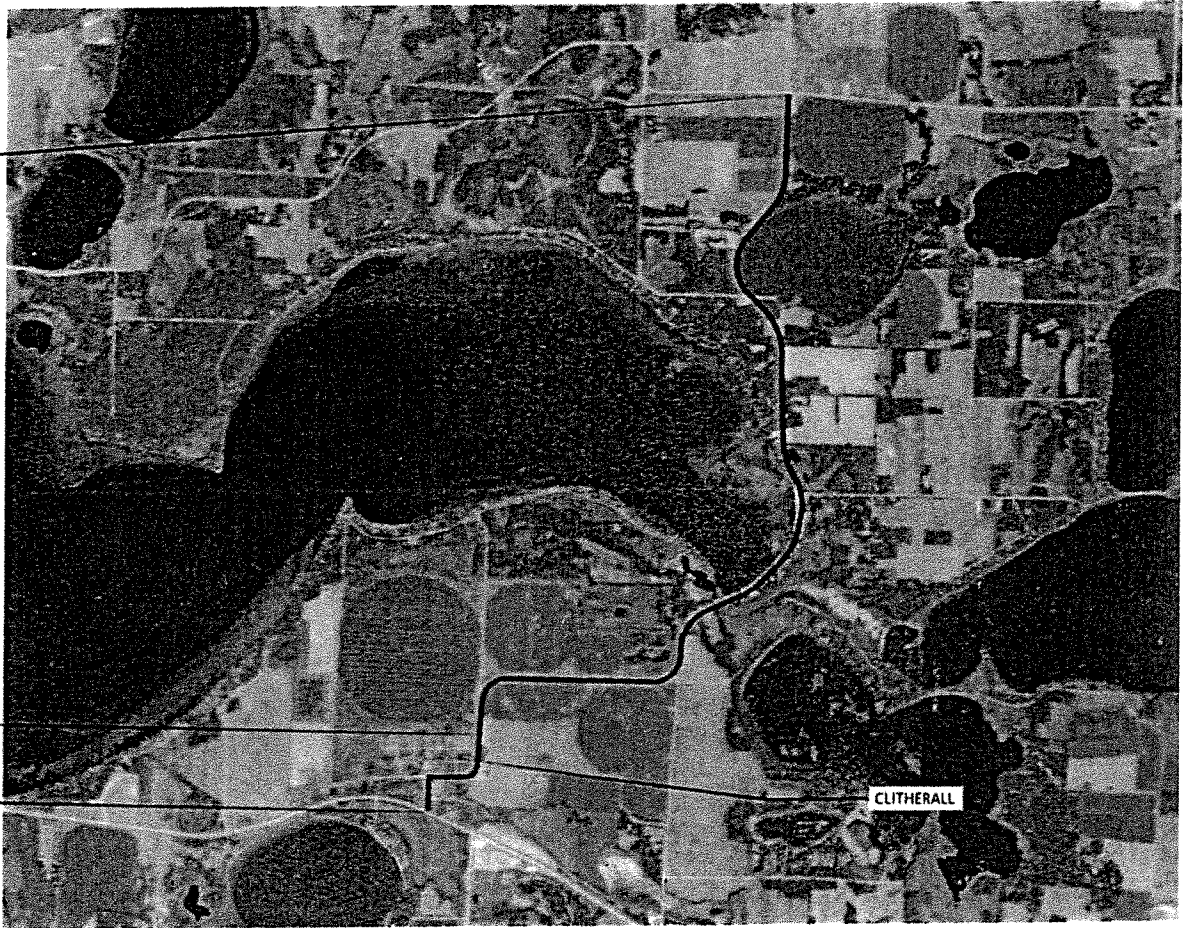


INDEX MAP
SCALE 0 2500 5000 FEET

T 133 N
T 132 N

MUNICIPAL: 35+23.53

BEGIN PROJECT: SAP 056-605-012 (CSAH 5)
STA. 2+39.76



BID ABSTRACT

Contract 21-15 - Bid Abstract By Contract

SAP 056-605-012 4030-005

CSAH 5- Grading, FDR, Wear Course, Concrete Curb & Gutter and ADA Improvements

Report Date: 12/15/2021

| Line | Number | Description | Unit | Contract Quantity | Engineer's Estimate | | Anderson Brothers Const of Brainerd LLC | | Mark Sand & Gravel | |
|------|-----------------|---------------------------------------|------|-------------------|---------------------|-----------------|---|-----------------|--------------------|---------------|
| | | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | 2021.501/00010 | MOBILIZATION | LS | 0.24 | \$ 115,200.00 | \$ 27,648.00 | \$ 56,000.00 | \$ 13,440.00 | \$ 45,500.00 | \$ 10,920.00 |
| 2 | 2101.501/00020 | CLEARING & GRUBBING | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 3 | 2104.502/03300 | SALVAGE SIGN | EACH | 8 | \$ 100.00 | \$ 800.00 | \$ 26.50 | \$ 212.00 | \$ 25.00 | \$ 200.00 |
| 4 | 2104.503/00315 | REMOVE CURB & GUTTER | LF | 2,051 | \$ 8.00 | \$ 16,408.00 | \$ 4.50 | \$ 9,229.50 | \$ 15.00 | \$ 30,765.00 |
| 5 | 2104.504/00050 | REMOVE CONCRETE WALK | SY | 1,056 | \$ 10.00 | \$ 10,560.00 | \$ 7.00 | \$ 7,392.00 | \$ 15.00 | \$ 15,840.00 |
| 6 | 2104.504/00080 | REMOVE CONCRETE DRIVEWAY PAVEMENT | SY | 35 | \$ 12.00 | \$ 420.00 | \$ 10.50 | \$ 367.50 | \$ 85.00 | \$ 2,975.00 |
| 7 | 2104.507/00450 | REMOVE AGGREGATE (P) | CY | 741 | \$ 8.00 | \$ 5,928.00 | \$ 16.45 | \$ 12,189.45 | \$ 15.20 | \$ 11,263.20 |
| 8 | 2118.509/00010 | AGGREGATE SURFACING CLASS 1 | TON | 44 | \$ 19.00 | \$ 836.00 | \$ 35.00 | \$ 1,540.00 | \$ 45.60 | \$ 2,006.40 |
| 9 | 2215.504/00010 | FULL DEPTH RECLAMATION | SY | 13,332 | \$ 1.00 | \$ 13,332.00 | \$ 1.05 | \$ 13,998.60 | \$ 1.30 | \$ 17,331.60 |
| 10 | 2232.603/00030 | MILLED RUMBLE STRIPS-INTERMITTENT | LF | 16,702 | \$ 0.20 | \$ 3,340.40 | \$ 0.27 | \$ 4,509.54 | \$ 0.18 | \$ 3,006.36 |
| 11 | 2360.509/13300 | TYPE SP 9.5 WEARING COURSE MIX (3;C) | TON | 1,464 | \$ 75.00 | \$ 109,800.00 | \$ 61.00 | \$ 89,304.00 | \$ 64.75 | \$ 94,794.00 |
| 12 | 2360.509/23300 | TYPE SP 12.5 WEARING COURSE MIX (3;C) | TON | 1,436 | \$ 70.00 | \$ 100,520.00 | \$ 62.00 | \$ 89,032.00 | \$ 64.75 | \$ 92,981.00 |
| 13 | 2521.518/00040 | 4" CONCRETE WALK | SF | 9,513 | \$ 7.00 | \$ 66,591.00 | \$ 5.75 | \$ 54,699.75 | \$ 5.45 | \$ 51,845.85 |
| 14 | 2531.503/02315 | CONCRETE CURB & GUTTER DESIGN B618 | LF | 2,072 | \$ 25.00 | \$ 51,800.00 | \$ 21.05 | \$ 43,615.60 | \$ 19.95 | \$ 41,336.40 |
| 15 | 2531.504/00060 | 6" CONCRETE DRIVEWAY PAVEMENT | SY | 124 | \$ 95.00 | \$ 11,780.00 | \$ 64.35 | \$ 7,979.40 | \$ 61.00 | \$ 7,564.00 |
| 16 | 2531.604/00208 | 8" CONCRETE VALLEY GUTTER | SY | 41 | \$ 140.00 | \$ 5,740.00 | \$ 110.00 | \$ 4,510.00 | \$ 105.00 | \$ 4,305.00 |
| 17 | 2531.618/00010 | TRUNCATED DOMES | SF | 157 | \$ 60.00 | \$ 9,420.00 | \$ 47.50 | \$ 7,457.50 | \$ 45.00 | \$ 7,065.00 |
| 18 | 2540.602/00150 | MAIL BOX SUPPORT | EACH | 9 | \$ 80.00 | \$ 720.00 | \$ 132.00 | \$ 1,188.00 | \$ 300.00 | \$ 2,700.00 |
| 19 | 2563.601/00010 | TRAFFIC CONTROL | LS | 0.24 | \$ 34,400.00 | \$ 8,256.00 | \$ 8,625.00 | \$ 2,070.00 | \$ 9,000.00 | \$ 2,160.00 |
| 20 | 2564.602/01515 | INSTALL SIGN | EACH | 8 | \$ 125.00 | \$ 1,000.00 | \$ 147.70 | \$ 1,181.60 | \$ 150.00 | \$ 1,200.00 |
| 21 | 2573.503/00061 | SEDIMENT CONTROL LOG TYPE WOOD FIBER | LF | 70 | \$ 3.50 | \$ 245.00 | \$ 4.25 | \$ 297.50 | \$ 3.00 | \$ 210.00 |
| 22 | 2573.503/00023 | SILT FENCE, TYPE MS | LF | 330 | \$ 5.00 | \$ 1,650.00 | \$ 4.25 | \$ 1,402.50 | \$ 2.50 | \$ 825.00 |
| 23 | 2574.507/00100 | COMMON TOPSOIL BORROW | CY | 173 | \$ 33.00 | \$ 5,709.00 | \$ 26.00 | \$ 4,498.00 | \$ 34.60 | \$ 5,985.80 |
| 24 | 2574.508/00013 | FERTILIZER TYPE 3 | LB | 43 | \$ 1.10 | \$ 47.30 | \$ 0.90 | \$ 38.70 | \$ 0.50 | \$ 21.50 |
| 25 | 2575.505/00021 | SEEDING | ACRE | 0.4 | \$ 3,000.00 | \$ 1,200.00 | \$ 527.50 | \$ 211.00 | \$ 50.00 | \$ 20.00 |
| 26 | 2575.508/25151 | SEED MIXTURE 25-151 | LB | 26 | \$ 5.00 | \$ 130.00 | \$ 5.75 | \$ 149.50 | \$ 3.00 | \$ 78.00 |
| 27 | 2575.604 | ROLLED EROSION PREVENTION CATEGORY 10 | SY | 1,041 | \$ 1.20 | \$ 1,249.20 | \$ 1.60 | \$ 1,665.60 | \$ 1.50 | \$ 1,561.50 |
| 28 | 2575.523/00020 | RAPID STABILIZATION METHOD 3 | MGAL | 28 | \$ 600.00 | \$ 16,800.00 | \$ 500.00 | \$ 14,000.00 | \$ 828.00 | \$ 23,184.00 |
| 29 | 2582.503/30104 | 4" SOLID LINE MULTI COMP | LF | 3,248 | \$ 2.50 | \$ 8,120.00 | \$ 0.37 | \$ 1,201.76 | \$ 0.35 | \$ 1,136.80 |
| 30 | 2582.503/301041 | 4" SOLID LINE MULTI COMP - WHITE | LF | 793 | \$ 2.50 | \$ 1,982.50 | \$ 4.35 | \$ 3,449.55 | \$ 4.10 | \$ 3,251.30 |
| 30 | 2582.503/40106 | 6" SOLID LINE MULTI COMP GR IN (WR) | LF | 47,558 | \$ 1.50 | \$ 71,337.00 | \$ 0.95 | \$ 45,180.10 | \$ 0.90 | \$ 42,802.20 |
| 31 | 2582.503/40106 | 6" SOLID LINE MULTI COMP GR IN (WR) | LF | 3,908 | \$ 1.50 | \$ 5,862.00 | \$ 0.95 | \$ 3,712.60 | \$ 0.90 | \$ 3,517.20 |
| 32 | 2582.503/30204 | 4" BROKEN LINE MULTI COMP | LF | 400 | \$ 1.50 | \$ 600.00 | \$ 0.37 | \$ 148.00 | \$ 0.35 | \$ 140.00 |
| 33 | 2021.501/00010 | MOBILIZATION | LS | 0.76 | \$ 115,200.00 | \$ 87,552.00 | \$ 56,000.00 | \$ 42,560.00 | \$ 45,500.00 | \$ 34,580.00 |
| 33 | 2582.503/40124 | 24" SOLID LINE MULTI COMP GR IN (WR) | LF | 16 | \$ 25.00 | \$ 400.00 | \$ 24.25 | \$ 388.00 | \$ 23.00 | \$ 368.00 |
| 34 | 2104.507/00450 | REMOVE AGGREGATE (P) | CY | 3,502 | \$ 8.00 | \$ 28,016.00 | \$ 16.45 | \$ 57,607.90 | \$ 15.20 | \$ 53,230.40 |
| 34 | 2582.518/03060 | PAVT MSSG PREF TAPE GR IN (WR) | SF | 81 | \$ 38.00 | \$ 3,078.00 | \$ 41.50 | \$ 3,361.50 | \$ 39.50 | \$ 3,199.50 |
| 35 | 2105.507/00015 | COMMON EXCAVATION (P) | CY | 83 | \$ 25.00 | \$ 2,075.00 | \$ 25.00 | \$ 2,075.00 | \$ 68.75 | \$ 5,706.25 |
| 35 | 2118.509/00010 | AGGREGATE SURFACING CLASS 1 | TON | 132 | \$ 19.00 | \$ 2,508.00 | \$ 35.00 | \$ 4,620.00 | \$ 45.60 | \$ 6,019.20 |
| 36 | 2112.603/00010 | SHOULDER PREPARATION | LF | 26,778 | \$ 2.00 | \$ 53,556.00 | \$ 0.25 | \$ 6,694.50 | \$ 0.40 | \$ 10,711.20 |
| 36 | 2215.504/00010 | FULL DEPTH RECLAMATION | SY | 63,032 | \$ 1.00 | \$ 63,032.00 | \$ 1.05 | \$ 66,183.60 | \$ 1.30 | \$ 81,941.60 |
| 38 | 2360.509/13300 | TYPE SP 9.5 WEARING COURSE MIX (3;C) | TON | 7,145 | \$ 75.00 | \$ 535,875.00 | \$ 61.00 | \$ 435,845.00 | \$ 64.75 | \$ 462,638.75 |
| 39 | 2360.509/23300 | TYPE SP 12.5 WEARING COURSE MIX (3;C) | TON | 7,011 | \$ 70.00 | \$ 490,770.00 | \$ 62.00 | \$ 434,682.00 | \$ 64.75 | \$ 453,962.25 |
| 41 | 2563.601/00010 | TRAFFIC CONTROL | LS | 0.76 | \$ 34,400.00 | \$ 26,144.00 | \$ 8,625.00 | \$ 6,555.00 | \$ 9,000.00 | \$ 6,840.00 |
| 42 | 2574.507/00100 | COMMON TOPSOIL BORROW | CY | 3,495 | \$ 33.00 | \$ 115,335.00 | \$ 26.00 | \$ 90,870.00 | \$ 34.60 | \$ 120,927.00 |
| 43 | 2574.508/00013 | FERTILIZER TYPE 3 | LB | 920 | \$ 1.10 | \$ 1,012.00 | \$ 0.90 | \$ 828.00 | \$ 0.50 | \$ 460.00 |
| 44 | 2575.505/00021 | SEEDING | ACRE | 4.6 | \$ 3,000.00 | \$ 13,800.00 | \$ 527.50 | \$ 2,426.50 | \$ 50.00 | \$ 230.00 |
| 45 | 2575.508/25151 | SEED MIXTURE 25-151 | LB | 552 | \$ 5.00 | \$ 2,760.00 | \$ 5.75 | \$ 3,174.00 | \$ 3.00 | \$ 1,656.00 |
| 47 | 2582.503/30104 | 4" SOLID LINE MULTI COMP | LF | 33,242 | \$ 2.50 | \$ 83,105.00 | \$ 0.37 | \$ 12,299.54 | \$ 0.35 | \$ 11,634.70 |
| 48 | 2582.503/30204 | 4" BROKEN LINE MULTI COMP | LF | 2,348 | \$ 1.50 | \$ 3,522.00 | \$ 0.37 | \$ 868.76 | \$ 0.35 | \$ 821.80 |
| 49 | 2582.503/40124 | 24" SOLID LINE MULTI COMP GR IN (WR) | LF | 16 | \$ 25.00 | \$ 400.00 | \$ 24.25 | \$ 388.00 | \$ 23.00 | \$ 368.00 |
| 50 | 2582.518/03060 | PAVT MSSG PREF TAPE GR IN (WR) | SF | 81 | \$ 38.00 | \$ 3,078.00 | \$ 41.50 | \$ 3,361.50 | \$ 39.50 | \$ 3,199.50 |
| | | | | | Total | \$ 2,080,849.40 | \$ 1,624,660.05 | \$ 1,746,486.26 | | |
| | | | | | | | 21.92% UNDER | 16.07% UNDER | | |

| Knife River Materials-Northern Minnesota | | R.J. Zavoral and Sons, Inc. Unit Price Total | | Central Specialties Inc. | | Duininck, Inc. | |
|---|-----------------|---|-----------------|--------------------------|-----------------|----------------|-----------------|
| Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| \$ 154,000.00 | \$ 36,960.00 | \$ 111,500.00 | \$ 26,760.00 | \$ 125,000.00 | \$ 30,000.00 | \$ 233,000.00 | \$ 55,920.00 |
| \$ 2,000.00 | \$ 2,000.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| \$ 125.00 | \$ 1,000.00 | \$ 26.40 | \$ 211.20 | \$ 30.00 | \$ 240.00 | \$ 25.00 | \$ 200.00 |
| \$ 6.00 | \$ 12,306.00 | \$ 5.55 | \$ 11,383.05 | \$ 8.00 | \$ 16,408.00 | \$ 8.80 | \$ 18,048.80 |
| \$ 10.00 | \$ 10,560.00 | \$ 17.75 | \$ 18,744.00 | \$ 13.00 | \$ 13,728.00 | \$ 11.40 | \$ 12,038.40 |
| \$ 25.00 | \$ 875.00 | \$ 41.50 | \$ 1,452.50 | \$ 20.00 | \$ 700.00 | \$ 17.20 | \$ 602.00 |
| \$ 19.00 | \$ 14,079.00 | \$ 16.75 | \$ 12,411.75 | \$ 18.00 | \$ 13,338.00 | \$ 31.15 | \$ 23,082.15 |
| \$ 48.00 | \$ 2,112.00 | \$ 44.00 | \$ 1,936.00 | \$ 40.00 | \$ 1,760.00 | \$ 45.90 | \$ 2,019.60 |
| \$ 1.00 | \$ 13,332.00 | \$ 1.95 | \$ 25,997.40 | \$ 1.50 | \$ 19,998.00 | \$ 1.18 | \$ 15,731.76 |
| \$ 0.29 | \$ 4,843.58 | \$ 0.19 | \$ 3,173.38 | \$ 0.18 | \$ 3,006.36 | \$ 0.18 | \$ 3,006.36 |
| \$ 66.40 | \$ 97,209.60 | \$ 71.00 | \$ 103,944.00 | \$ 72.24 | \$ 105,759.36 | \$ 77.35 | \$ 113,240.40 |
| \$ 66.40 | \$ 95,350.40 | \$ 68.00 | \$ 97,648.00 | \$ 70.98 | \$ 101,927.28 | \$ 76.70 | \$ 110,141.20 |
| \$ 6.15 | \$ 58,504.95 | \$ 7.00 | \$ 66,591.00 | \$ 5.45 | \$ 51,845.85 | \$ 6.57 | \$ 62,500.41 |
| \$ 19.95 | \$ 41,336.40 | \$ 18.40 | \$ 38,124.80 | \$ 19.95 | \$ 41,336.40 | \$ 29.05 | \$ 60,191.60 |
| \$ 84.00 | \$ 10,416.00 | \$ 82.00 | \$ 10,168.00 | \$ 61.00 | \$ 7,564.00 | \$ 87.59 | \$ 10,861.16 |
| \$ 112.00 | \$ 4,592.00 | \$ 123.00 | \$ 5,043.00 | \$ 105.00 | \$ 4,305.00 | \$ 119.96 | \$ 4,918.36 |
| \$ 45.00 | \$ 7,065.00 | \$ 51.00 | \$ 8,007.00 | \$ 45.00 | \$ 7,065.00 | \$ 42.00 | \$ 6,594.00 |
| \$ 110.00 | \$ 990.00 | \$ 211.00 | \$ 1,899.00 | \$ 300.00 | \$ 2,700.00 | \$ 200.00 | \$ 1,800.00 |
| \$ 5,250.00 | \$ 1,260.00 | \$ 8,750.00 | \$ 2,100.00 | \$ 5,000.00 | \$ 1,200.00 | \$ 5,250.00 | \$ 1,260.00 |
| \$ 125.00 | \$ 1,000.00 | \$ 150.00 | \$ 1,200.00 | \$ 150.00 | \$ 1,200.00 | \$ 140.00 | \$ 1,120.00 |
| \$ 4.00 | \$ 280.00 | \$ 3.15 | \$ 220.50 | \$ 3.00 | \$ 210.00 | \$ 4.00 | \$ 280.00 |
| \$ 4.00 | \$ 1,320.00 | \$ 2.65 | \$ 874.50 | \$ 2.50 | \$ 825.00 | \$ 4.00 | \$ 1,320.00 |
| \$ 35.00 | \$ 6,055.00 | \$ 36.00 | \$ 6,228.00 | \$ 46.00 | \$ 7,958.00 | \$ 29.25 | \$ 5,060.25 |
| \$ 0.85 | \$ 36.55 | \$ 0.55 | \$ 23.65 | \$ 0.50 | \$ 21.50 | \$ 0.85 | \$ 36.55 |
| \$ 500.00 | \$ 200.00 | \$ 52.70 | \$ 21.08 | \$ 50.00 | \$ 20.00 | \$ 500.00 | \$ 200.00 |
| \$ 5.46 | \$ 141.96 | \$ 3.15 | \$ 81.90 | \$ 3.00 | \$ 78.00 | \$ 5.46 | \$ 141.96 |
| \$ 1.50 | \$ 1,561.50 | \$ 1.60 | \$ 1,665.60 | \$ 1.50 | \$ 1,561.50 | \$ 1.50 | \$ 1,561.50 |
| \$ 475.00 | \$ 13,300.00 | \$ 728.00 | \$ 20,384.00 | \$ 690.00 | \$ 19,320.00 | \$ 495.00 | \$ 13,860.00 |
| \$ 0.35 | \$ 1,136.80 | \$ 0.28 | \$ 909.44 | \$ 0.27 | \$ 876.96 | \$ 0.35 | \$ 1,136.80 |
| \$ 4.10 | \$ 3,251.30 | \$ 3.06 | \$ 2,426.58 | \$ 2.90 | \$ 2,299.70 | \$ 4.10 | \$ 3,251.30 |
| \$ 0.90 | \$ 42,802.20 | \$ 0.80 | \$ 38,046.40 | \$ 0.76 | \$ 36,144.08 | \$ 0.35 | \$ 16,645.30 |
| \$ 0.90 | \$ 3,517.20 | \$ 0.80 | \$ 3,126.40 | \$ 0.76 | \$ 2,970.08 | \$ 0.35 | \$ 1,367.80 |
| \$ 0.35 | \$ 140.00 | \$ 0.28 | \$ 112.00 | \$ 0.27 | \$ 108.00 | \$ 0.90 | \$ 360.00 |
| \$ 154,000.00 | \$ 117,040.00 | \$ 111,500.00 | \$ 84,740.00 | \$ 125,000.00 | \$ 95,000.00 | \$ 233,000.00 | \$ 177,080.00 |
| \$ 23.00 | \$ 368.00 | \$ 17.20 | \$ 275.20 | \$ 16.30 | \$ 260.80 | \$ 23.00 | \$ 368.00 |
| \$ 19.00 | \$ 66,538.00 | \$ 16.75 | \$ 58,658.50 | \$ 18.00 | \$ 63,036.00 | \$ 31.15 | \$ 109,087.30 |
| \$ 39.50 | \$ 3,199.50 | \$ 35.18 | \$ 2,849.58 | \$ 33.34 | \$ 2,700.54 | \$ 39.50 | \$ 3,199.50 |
| \$ 235.00 | \$ 19,505.00 | \$ 21.50 | \$ 1,784.50 | \$ 30.00 | \$ 2,490.00 | \$ 81.65 | \$ 6,776.95 |
| \$ 48.00 | \$ 6,336.00 | \$ 44.00 | \$ 5,808.00 | \$ 40.00 | \$ 5,280.00 | \$ 45.90 | \$ 6,058.80 |
| \$ 0.89 | \$ 23,832.42 | \$ 0.22 | \$ 5,891.16 | \$ 0.70 | \$ 18,744.60 | \$ 1.30 | \$ 34,811.40 |
| \$ 1.00 | \$ 63,032.00 | \$ 1.95 | \$ 122,912.40 | \$ 1.50 | \$ 94,548.00 | \$ 1.18 | \$ 74,377.76 |
| \$ 66.40 | \$ 474,428.00 | \$ 71.00 | \$ 507,295.00 | \$ 72.24 | \$ 516,154.80 | \$ 77.35 | \$ 552,665.75 |
| \$ 66.40 | \$ 465,530.40 | \$ 68.00 | \$ 476,748.00 | \$ 70.98 | \$ 497,640.78 | \$ 76.70 | \$ 537,743.70 |
| \$ 5,250.00 | \$ 3,990.00 | \$ 8,750.00 | \$ 6,650.00 | \$ 5,000.00 | \$ 3,800.00 | \$ 5,250.00 | \$ 3,990.00 |
| \$ 35.00 | \$ 122,325.00 | \$ 36.00 | \$ 125,820.00 | \$ 46.00 | \$ 160,770.00 | \$ 29.25 | \$ 102,228.75 |
| \$ 0.85 | \$ 782.00 | \$ 0.55 | \$ 506.00 | \$ 0.50 | \$ 460.00 | \$ 0.85 | \$ 782.00 |
| \$ 500.00 | \$ 2,300.00 | \$ 52.70 | \$ 242.42 | \$ 50.00 | \$ 230.00 | \$ 500.00 | \$ 2,300.00 |
| \$ 5.46 | \$ 3,013.92 | \$ 3.15 | \$ 1,738.80 | \$ 3.00 | \$ 1,656.00 | \$ 5.46 | \$ 3,013.92 |
| \$ 0.35 | \$ 11,634.70 | \$ 0.28 | \$ 9,307.76 | \$ 0.27 | \$ 8,975.34 | \$ 0.35 | \$ 11,634.70 |
| \$ 0.35 | \$ 821.80 | \$ 0.28 | \$ 657.44 | \$ 0.27 | \$ 633.96 | \$ 0.90 | \$ 2,113.20 |
| \$ 23.00 | \$ 368.00 | \$ 17.20 | \$ 275.20 | \$ 16.30 | \$ 260.80 | \$ 23.00 | \$ 368.00 |
| \$ 39.50 | \$ 3,199.50 | \$ 35.18 | \$ 2,849.58 | \$ 33.34 | \$ 2,700.54 | \$ 39.50 | \$ 3,199.50 |
| \$ | \$ 1,877,778.68 | \$ | \$ 1,932,923.67 | \$ | \$ 1,973,816.23 | \$ | \$ 2,195,296.89 |
| | 9.76% UNDER | | 7.11% UNDER | | 5.14% UNDER | | 5.5% OVER |



Awarded Contract

Contract # 091319-BRT

CONTRACT

(Labor and Material)

This Contract is entered into this **15th** day of **December 2021**, by and between Owner, and Greystone Construction Company, Contractor.

| | | | |
|----------------|--------------------------------------|------------|---------------------|
| Owner | <u>Otter Tail County</u> | Sourcewell | |
| Address | <u>505 South Court Street Ste. 1</u> | Member ID: | <u>6285</u> |
| City State/Zip | <u>Fergus Falls, MN 56537</u> | Phone: | <u>218-998-8470</u> |
| | | County: | <u>Otter Tail</u> |

- The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described below ("Work"), subject to the terms and conditions stated herein: **Furnish and install:**

73'x80' Britespan Magnum L16 Series Building per attached exhibits.

which Work shall be performed at: Building Address: 19248 430th Street
 City State/Zip: Pelican Rapids, MN 56572 County: Otter Tail

- Contract Price.** Owner agrees to pay to Contractor for the Work the sum of **Two Hundred Thirty-Six Thousand One Hundred Forty-Three Dollars and no /100** **(\$236,143.00)**, as adjusted by additions to and deletions from the Work that have been agreed to by the parties in writing.
- Payment Terms.** Payment of the Contract Price shall be made as follows:
Monthly Progress Billing will be issued and Due Net 30 from date of Invoice.
 Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of **18%** or, in the absence thereof, at the legal rate prevailing at the place the Work is performed.
- Insurance.** Contractor shall secure and maintain a policy of commercial general liability insurance with coverage limits that are customary for the type of Work being performed. Owner shall secure and maintain policies of property and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
- Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- Covenant/Completion of the Work.** Contractor shall complete the Work in approximately **120** days from the execution of Contract. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor's control, then the time to commence and/or complete the Work herein shall be extended accordingly.
- Indemnification.** Contractor shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor.
- Warranty.** Owner agrees to look exclusively to the manufacturer for any warranties covering the materials (including any design and engineering requirements of the materials) used in the performance of the Work. Contractor makes no warranty, express or implied, regarding the materials or the design and engineering requirements of the materials. The manufacturer's warranty is expressly in lieu of all other warranties covering the materials, including any warranty of

merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Contractor. Owner agrees to complete any warranty registration cards required in order to activate any manufacturers' warranties, and to deliver the completed warranty registration cards to the Contractor upon completion of the Work. Contractor warrants only that its labor will be of good quality and workmanship and free of defects for a period of one (1) year from completion of the Work. Contractor does not provide, and shall not be responsible for, any of the design and engineering requirements of the Project, except as follows: _____. Owner agrees that all other design and engineering requirements for the Project shall be the Owner's responsibility.

9. **Remedy.** If Contractor breaches Contractor's labor warranty as set forth above, or if Contractor breaches this Contract, Owner's sole remedy against Contractor shall be the repair or replacement of the defective Work, at Contractor's option. Notwithstanding anything to the contrary herein, under no circumstances shall Contractor be liable to Owner, or to anyone else, for any costs or damages, including without limitation, any incidental, indirect, specific or consequential damages of any kind, resulting from Contractor's breach of warranty, or breach of this agreement, or from Contractor's negligence or other actions or failure to act, including without limitation, costs or damage resulting from defects in the Work.
10. **Permits by Owner.** Owner shall obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. **Condition of Site.** Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to underground utilities, tanks or other buried equipment or obstructions not disclosed to Contractor prior to commencement of the Work.
12. **Use of Site.** Owner shall provide Contractor with open access to the site for purposes of performing the Work. Owner shall maintain the site including access in and around the building in a manner that allows the contractor to complete the work without limitation for the duration of construction.
13. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
14. **Governing Law.** This Contract shall be governed by the laws of the place where this project is located.
15. **Assignment.** Neither party may assign the Contract without the written consent of the other.
16. **Entire Agreement.** This Contract, together with attached Exhibits **A, B, & C** constitute the entire agreement between the Contractor and the Owner with respect to the Work. The Contract may be amended or modified only by writing signed by both of the parties.

OWNER: Otter Tail County Highway Dept.
By Charles Grotte
Title County Engineer
Date December 21, 2021

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

CONTRACTOR: _____
By _____
Its _____
Date _____



Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

Standard Exclusions:

| | |
|---|---------------------------------|
| Building Permit | Dewatering |
| Site Surveys | Frost Ripping |
| Subsurface Investigation | Bedrock Excavation and Backfill |
| Unforeseen Subsurface Conditions | Utility Hookup Charges |
| Soil Correction Work | Winter Conditions |
| Contaminated Soil Clean up and Disposal | Winter Heat and Cover |

Customer Signature _____ Date 12/21/21
Charles H. Grotte, County Engineer



Waiver

I hereby give Greystone Construction Company permission to use photographs and/or video footage taken of me, my or my company's property and/or statements made by me or my company, in any and all future productions and/or publications without remuneration or liability. I understand that the above may be used for promotional purposes, both nationally and internationally.

Furthermore, I give Greystone Construction Company permission to edit any of the aforementioned photographs, video footage and/or statements for brevity, clarity or aesthetic purposes.

COMPANY NAME: Otter Tail County Highway Dep.

YOUR NAME: Charles H. Grotte

TITLE: County Engineer

ADDRESS: 505 S. Court Street, Suite 1
Fergus Falls, MN 56537

PHONE #: 218-998-8475

EMAIL: cgrotte@co.ottertail.mn.us

SIGNATURE: _____

DATE: December 21, 2021



Scope of Work & Pricing

to be performed by Greystone Construction

Furnish & Install Budget Price:

- 73' x 80' Britespan Magnum L16 Series Building
- Truss spacing 16' on center
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
 - Kedered Cover Design
- Building designed per ASCE7-10 (IBC 2015)
 - Fabric type: ASTM E-84 (NON-FR)
 - Occupancy category: CAT 1 (LOW HAZARD)
 - Ground snow load: 60 lbs.
 - Wind Load: 105 MPH wind
 - Wind Exposure: C
 - Site conditions: Ce = 0.9 Exposed
 - Collateral Load: 0
 - No sprinklers
 - No conveyor loads
 - Seismic Design Category: B
 - Stamped engineered building drawings included
- (1) Fabric end wall with steel framing with four 4'x4' mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt upgrade
- Freight to Pelican Rapids, MN included
- Pricing valid for 25 days

Sourcewell Building Materials Base Price: \$87,545.40

Sourcewell building installation labor and equipment pricing:

- All labor and equipment for erection of above building
- Project management and site supervision
- Builder's Risk
- Mobilization, project vehicles, tools, and fuel

Line item #2: Building erection- labor and equipment: \$33,216.60



GREYSTONE CONSTRUCTION

Sourcewell concrete foundation and bunker panel pricing:

- Includes engineered foundation drawings
- 2' tall concrete pad and pier foundations with anchor bolts
 - Assumes 2,500 PSF minimum soil bearing capacity
- 8' precast bunker panels – approximately 304 LF
 - Panels along both sidewalls and one end wall
 - T panel center divider
 - Includes corrosion inhibitor
 - Includes freight and installation

Line item #3: Foundations, Foundation design and bunker panels: \$115,381.00

Total project price per above scope of work: \$236,143.00

See exclusions on following page

MARKET AND PANDEMIC PROVISIONS:

- Pricing is based on current market conditions and does not include tariffs, surcharges or fees imposed by future events beyond our control. Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement. Any savings or additional cost would be communicated with Owner prior to order.
- Construction schedule maybe affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner, evaluation of alternatives will be reviewed, and if no alternatives are suitable the schedule will be adjusted based on actual material delivery dates.
- Pandemic protocols enacted by the owner's requirements or federal/state/local jurisdictions following the execution of the construction contract may result in additional costs and schedule extensions to the contract. These may include but not limited to: employee testing, travel time for testing, temporary enclosures/facilities to isolate work forces, staffing shortages and subcontractor reselection if the current subcontractor cannot staff the project due to labor shortages as a result of newly enacted protocols.



Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Permits & Fees
- Sales tax on building materials
- Prevailing wage and Union labor
- Payment and performance bonds
- Cat II occupancy and FR Fabric
- Alternate foundation design if proposed design isn't suitable for existing site
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed building has 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- All electrical & mechanical systems
- All winter conditions

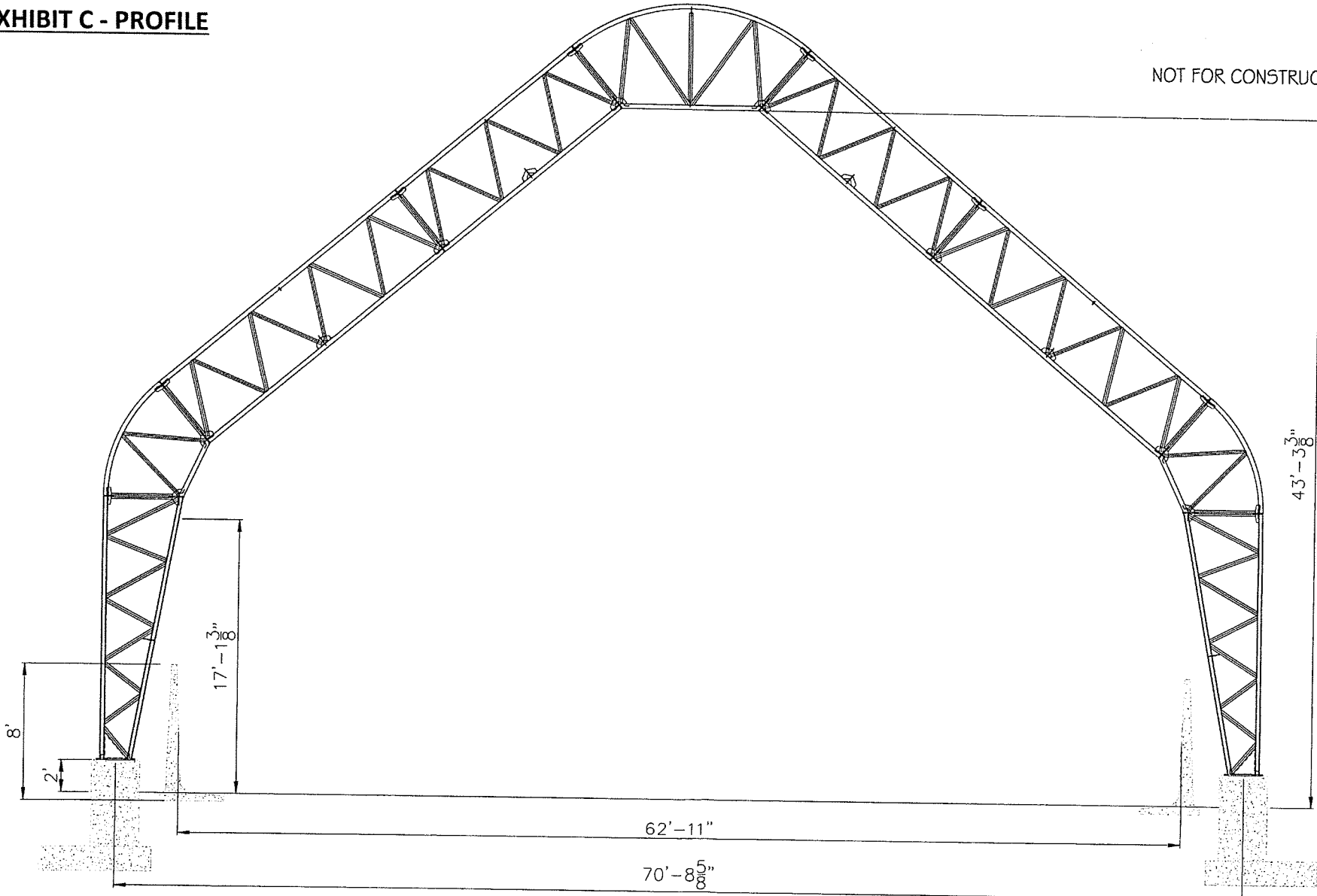
Accepted by:

Charles H. Grotte, P.E.
County Engineer

December 14, 2021
Date

Approved by the Otter Tail County Commissioners at their regular board meeting on December 13, 2021.

EXHIBIT C - PROFILE



100% Manufacturer / Job 200
Drawing 001107
P: 11/10/20 | T: 661.110.007 | F: 661.110.007 | P: 661.110.007 | www.gprinc.com

GENESTONE
CONSTRUCTION

DATE: 11-10-20
NOT FOR CONSTRUCTION
DRAWN BY: ML
CHKD BY: XX

DRAWING
A1



NAVIGATING THE ROAD AHEAD

BACKGROUND

In March 2021, the Federal American Rescue Plan (ARP) Act was signed, providing \$350 billion to states, counties, cities, and towns throughout the country to support local government coronavirus recovery efforts. The funds can be used to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

The ARP Act requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used only to cover expenses that:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic

In early September, Otter Tail County received the first distribution of its \$11,410,722 ARP Act funding allocation. The final distribution will happen in May 2022. These funds must be committed by December 31, 2024 and expended by December 31, 2026. Additionally, Otter Tail County will continue to seek other funding opportunities from the federal government, state government and other sources to offset the costs associated with an effective COVID-19 recovery.

PROPOSAL

There continues to be a need to support COVID-19 response and recovery efforts in Otter Tail County. Staff have involved community stakeholders and the departments most aware of the health and economic impacts of COVID-19 to identify the following priority investment areas of our allocated ARP Act funding. These priority investment areas also align with the County's Long Range Strategic Plan (LRSP). An outline of the proposed programmatic areas can be found below.



Housing Investment

Housing growth and investment is a priority area that the Otter Tail County Community Development Agency (CDA) and Housing and Redevelopment Authority (HRA) will expand and accelerate efforts already underway. CDA and HRA staff and Boards of Directors are developing the following programming, with a requested ARP allocation of \$2,000,000:

| Proposed Program | LRSP Goal Statement | LRSP Objective | Solution |
|--|--|---|---|
| Create New Homes and Advance the Big Build | Provide opportunities for a variety of housing types throughout Otter Tail County. | Consider the completion of a county-wide housing study to identify housing types, values, and vacancy rates to help determine future housing development. | A countywide and submarket housing demand study is in progress. The study will be used to further identify housing demands in communities across the county and inform where housing growth investments should be prioritized. The development of a matching infrastructure funding program with townships has been discussed to help offset the expense of sewer and water investments necessary for housing growth. Township funds will be leveraged as well. |
| Keep People in Homes | Provide opportunities for a variety of housing types throughout Otter Tail County. | Consider utilizing housing programs that support investment in and maintenance of the existing housing stock. | Leverage City/Township ARP funds for rural rehabilitation program. |
| Get People into Homes | Promote the development of a range of housing options that meet the needs of all affordability levels. | Encourage public and private partnerships to apply for local, state, county, and federal funding to cover the gap between affordable housing revenue and costs. | Advance current housing assistance and affordable housing resources |



Business & Workforce

Many businesses and organizations in Otter Tail County have been directly and adversely affected by the COVID-19 pandemic. The ongoing workforce shortage presents an immediate challenge to existing businesses as they struggle to maintain adequate staffing levels; as well, it hinders those looking to expand and grow in Otter Tail County. Given these challenges, the Community Development Agency has launched an action-oriented workforce strategy called ***OTC Works: Opportunities - Training - Connections***. In alignment with this strategy, the CDA staff and Board of Directors are developing and advancing programs and projects in collaboration with various partner organizations and identifying necessary funding sources. The requested ARP funds would be used to access additional funding, with the goal of leveraging the County ARP investment with an equal amount of outside funding. Following is a summary of the program areas, along with the alignment to the County's Long Range Strategic Plan:

| Proposed Program | LRSP Goal Statement | LRSP Objective | Solution | Estimate |
|--|---|---|---|-----------|
| Advance Empowered Worker Occupational Readiness and Customized Skills Training Program | Provide access to quality educational opportunities for all residents to continue lifelong learning. Work with the County's school districts post-secondary schools and continuing education providers to provide access to learning opportunities that create a life ready population. | Continue partnerships with post-secondary schools, such as M State, to create a skill-ready workforce for Otter Tail County. | To connect displaced, underemployed, and unemployed workers within Otter Tail County with the currently available jobs and resources, this program will provide these individuals with supportive training and wraparound services for a three year pilot program. | \$150,000 |
| Advance Youth Workforce Navigator Program | Provide access to quality educational opportunities for all residents to continue lifelong learning. Work with the County's school districts post-secondary schools and continuing education providers to provide access to learning opportunities that create a life ready population. | Invest in high-quality education. Opportunities within public and private entities should be created to provide youth with more professional experiences to gain tools and resources. The County should continue to partner with the School Districts to provide these tools. | Solution: Community Development Agency staff and partners have identified a gap between our school districts' young people and our industry employers. This three year Youth Workforce Navigator Program would bridge the gap between these key stakeholders for short-term workforce solutions and long-term employer to worker connections. | \$80,000 |

| Proposed Program | LRSP Goal Statement | LRSP Objective | Solution | Estimate |
|---|--|--|--|-----------|
| Job Portal Support | Explore efforts to attract new and support existing businesses and industries to Otter Tail County that provide a living wage. | Collaborate with existing businesses to understand workforce, development and infrastructure issues limiting economic development and expansion. | The jobs portal is an Otter Tail Lakes Country Association (OTLCA) initiative in collaboration with the CDA. The portal provides a one stop shop for Otter Tail County businesses to share their open positions and for job seekers to find job opportunities of interest. Providing support for the jobs portal will allow OTLCA to continue promoting and improving this resource for a three-year period. | \$150,000 |
| Leverage for Advising Services Partnership | Pursue the maintenance of a diverse economy within the County, providing a range of employment, shopping and recreation options. | Support and enhance existing businesses. Seek opportunities to learn about and solve barriers to retention of businesses like a Business Mentorship Program or Business Retention Program. | Businesses and other organizations need support to assist with transitioning their operating models to be more resilient moving forward. Efforts would be coordinated with the West Central Small Business Development Center (WC SBDC) to provide expertise and advising capacity. These supports would be in the form of coaching from experts in areas including business technology, marketing, digital presence, financial education, general business planning and succession planning. Grant funds from DEED's Small Business Partnership Grant have been secured to develop advising services in partnership with WC SBDC. | \$82,000 |
| Support Existing Childcare Providers and Expand Availability of Childcare | Collaborate with childcare providers to provide access to quality and affordable care. | Explore opportunities to support existing and new childcare providers, including licensing assistance or the identification of space. | Specific solutions are under development. The CDA board has a childcare subcommittee meeting to assess the how the CDA/County can best support existing and new childcare providers. | \$100,000 |



Broadband & Other Infrastructure

The COVID-19 pandemic has highlighted the widening digital divide. As schools navigate digital learning, workers continue remote work arrangements and public services move online, the need for an affordable, reliable broadband connection and productivity technology is even more acute.

| Proposed Program | LRSP Goal Statement | LRSP Objective | Solution | Estimate |
|-------------------------------------|--|--|---|---------------|
| Advance Local Broadband Initiatives | Support investments in emerging technologies throughout the County to provide quality communications infrastructure. | Continue partnerships with the private sector to provide quality communications infrastructure throughout the county. | This funding will be leveraged with other state and federal funding sources to support local broadband providers in the deployment of fiber to the home as well as a variety of digital access and equity projects. | \$2.8 million |
| Other County Infrastructure | Maintain a public infrastructure system that promotes economic development throughout the County and region. | Support the development of infrastructure systems that support commerce and tourism, as well as efficiently transport goods and people across the county and region. | | |



Community Resilience

Community Resilience seeks to focus on basic needs of those in crisis due to the impacts of COVID-19. While the framework below generally shows how Otter Tail County plans to move funding into the community to those most in need, we will continue to look at other needs and concepts in the areas of food and mental health should additional funding become available. Conversations around innovative approaches aligned with this initial proposal are occurring with state and community partners.

| Proposed Program | LRSP Goal Statement | LRSP Objective | Solution | Estimate |
|---|--|---|---|-----------|
| Mental Health and Chemical Dependency Social Worker for Detainees | Provide access to services and amenities that create opportunities for residents to live a healthy lifestyle – include active living, recreation, healthy foods, and physical and mental health resources. | Prioritize programs that address addiction and mental health. | This funding will be used by Human Services and the Sheriff's Office to fund a Social Worker position in the jails and the individual in this role will support detainees experiencing mental illness and/or chemical dependency by providing information, referrals and coordination in pre-release planning. This position will establish relationships and effectively collaborate and communicate across multi-disciplines including Human Services, Probation, Sheriff and County Attorney to assist with the development and implementation of goals, policies, and procedures to provide optimal services to individuals based upon available resources. | \$500,000 |
| Other mental health supports | Provide access to services and amenities that create opportunities for residents to live a healthy lifestyle – include active living, recreation, healthy foods, and physical and mental health resources. | Prioritize programs that address addiction and mental health. | | |



Other County Resource and Asset Investment

As a local unit of government responding to significant increases in current and projected needs for programs and services due to the COVID-19 emergency, Otter Tail County is also ensuring that it sets aside a portion of the ARP funding to be available for non-budgeted costs that must be addressed to ensure that the County is able to effectively operate and serve residents throughout the emergency period. Examples of such expenditures include compliance and oversight, public communications, sanitation, and testing.

Other ARP Funding

Every township and city within Otter Tail County was also eligible to receive a direct allocation of ARP funds. The per capita aid amount for all cities and townships is approximately \$115 per capita, totaling over \$3,000,000. Staff contacted all cities and townships to help ensure they complete the necessary certification to receive funding. 74 of our 86 cities and townships completed the certification and are receiving a direct payment based on the per capita formula.

CONCLUSION

We are committed to injecting the County's allocation of ARP funding into the community with both short-term and long-term projects. To maximize the County's investment of these dollars, the County must be willing to engage important partners from inside and outside the organization and rely upon the strength of relationships and trust that have developed over time. All spending will be reviewed to ensure eligibility and compliance with ARP Act spending guidelines.

**RESOLUTION APPROVING THE OTTER TAIL COUNTY NAVIGATING THE ROAD AHEAD
AMERICAN RESCUE PLAN (ARP) ACT PROGRAM**

Otter Tail County Resolution No. 2021 - _____

WHEREAS, Otter Tail County was allocated \$11,410,722 of funding through the American Rescue Plan (ARP) Act funding, and

WHEREAS, the ARP Act requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used only to cover expenses that:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic; and

WHEREAS, there is a continued need to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

WHEREAS, staff have solicited feedback from community stakeholders and the departments most aware of the health and economic impacts of COVID-19;

WHEREAS, based on those interactions and input from the finance committee, staff has developed the attached Navigating the Road Ahead program allocating the ARP Act funding to COVID-19 response and relief programs in the areas of 1) Housing Investment, 2) Workforce and Business, 3) Broadband and Other Infrastructure, 4) Community Resilience and 5) Other County Resource and Asset Investment; and

WHEREAS, it is recognized that funding needs in this proposal may change allowing for discretion to move funds between programs in accordance with eligible costs as set forth in the ARP Act; and

WHEREAS, ARP Act funds must be committed by December 31, 2024, and those funds not expended by December 31, 2026 must be returned to the Federal Government;

Now, Therefore, Be It

RESOLVED, The Otter Tail County Board of Commissioners hereby approves the County's allocation of ARP Act funding to be allocated to the Navigating the Road Ahead program in the areas of: 1) Community Resilience, 2) Small Businesses, Non-Profits, and Workforce, 3) Education and Child Care, and 4) Small Towns; and Be It Further

RESOLVED, The Otter Tail County Board of Commissioners authorizes the County Administrator to enter into contracts and agreements and execute change orders and amendments to contracts and agreements, in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the funding.

The motion for the adoption of the foregoing resolution was introduced by Commissioner _____, duly seconded by Commissioner _____ and, after discussion thereof and upon vote being taken thereon, the following voted in favor:

Commissioners _____

and the following voted against the same: _____

Adopted at Fergus Falls, Minnesota, Tuesday, December 21, 2021

Dated: December 21, 2021

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: _____
Leland Rogness, Board of Commissioners Chair

Attest: _____
Nicole Hansen, Clerk

STATE OF MINNESOTA)

COUNTY OF OTTER TAIL)

I, Nicole Hansen, the County Administrator, do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on Tuesday, December 21, 2021, and that the same is a true and correct copy of the whole thereof.

Nicole Hansen

INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR: Cardinal Consulting Group

STREET ADDRESS: PO Box 55

CITY, STATE, AND ZIP: Ashby, MN 56309

(hereinafter referred to as "INDEPENDENT CONTRACTOR") agrees to provide to the OTTER TAIL COUNTY, (hereinafter referred to as "OTC"), INDEPENDENT CONTRACTOR services as specified in Exhibit A in accordance with the terms and conditions contained in this Agreement.

1. Term. INDEPENDENT CONTRACTOR shall coordinate their work efforts and maintain a liaison with the County Administrator and the Board of Commissioners, or with a duly appointed representative. Unless terminated in accordance with provisions of Paragraph 9 hereof, these services shall be performed during the period stated in Exhibit A. During such term, INDEPENDENT CONTRACTOR shall make herself available and will use their best efforts to perform those services.

2. Payment For Services Rendered. For providing services as defined herein, OTC shall pay INDEPENDENT CONTRACTOR in accordance with the terms stated in Exhibit A. Under no circumstances shall INDEPENDENT CONTRACTOR be deemed to have earned or be entitled to any fee, expenses, commission, bonus, or other compensation for services hereunder, except as expressly provided in Exhibit A.

3. INDEPENDENT CONTRACTOR's Warranties.

3.1 INDEPENDENT CONTRACTOR hereby warrants that no other party has exclusive rights to their services in the specific areas described herein and that INDEPENDENT CONTRACTOR is in no way compromising any rights or trust relationships between any other party and INDEPENDENT CONTRACTOR, or creating a conflict of interest, or any possibility thereof, for INDEPENDENT CONTRACTOR or for OTC. INDEPENDENT CONTRACTOR further warrants that all services provided hereunder will be performed in accordance with all applicable Federal, State, or local laws and executive orders. INDEPENDENT CONTRACTOR agrees to indemnify and hold OTC harmless from any and all claims of other parties for breach of these warranties.

3.2 INDEPENDENT CONTRACTOR represents and warrants to OTC with respect to all works of authorship, if any, created by their in the performance of services under this Agreement ("Work Product") that (a) INDEPENDENT CONTRACTOR's retention by OTC and the creation, use, or distribution of the Work Product does not and will not violate any non-compete, confidentiality, or other contract binding on INDEPENDENT CONTRACTOR or infringe on any patent, copyright, trade secret, or other proprietary right of any third party; (b) the Work Product is and will

be original; and (c) the Work Product shall conform strictly and in all respects to specifications and prevailing standards of quality and workmanship.

4. Indemnity. INDEPENDENT CONTRACTOR shall indemnify and hold OTC harmless from and against any and all liability, loss, damage, cost, or expense (including reasonable attorney fees) arising out of or relating to INDEPENDENT CONTRACTOR's performance of the services identified in Exhibit A, or which OTC may incur or sustain by reason of any malpractice, negligence, or other legal liability of INDEPENDENT CONTRACTOR.

5. Nature Of Relationship. INDEPENDENT CONTRACTOR herein is an independent contractor and will not act as OTC's agent, nor shall be deemed an employee of OTC for the purposes of any employee benefit programs, or be deemed an employee of OTC for purposes of income tax withholding, FICA taxes, unemployment benefits, workers compensation benefits, or otherwise. INDEPENDENT CONTRACTOR shall not enter into any agreement or incur any obligations on OTC's behalf or commit OTC in any manner without OTC's prior written consent. As an independent contractor, INDEPENDENT CONTRACTOR understands and agrees that they are solely responsible for the control and supervision of the means by which the services defined in Exhibit A are completed. Such means are subject to INDEPENDENT CONTRACTOR's discretion, which discretion must be exercised consistent with the goal of completing the services on schedule and in accordance with the terms of this Agreement. INDEPENDENT CONTRACTOR also understands that no training is required, nor will any training be provided by OTC. Any supplies, which in the opinion of INDEPENDENT CONTRACTOR may be necessary to perform the services required, shall be the responsibility of INDEPENDENT CONTRACTOR. OTC may provide technology and workspace as determined necessary.

6. Work for Hire. All Work Product, if any, created as a result of INDEPENDENT CONTRACTOR's performance hereunder, including but not limited to designs, programs, videos, presentations, pamphlets, etc., is "work made for hire" under United States copyright law and shall be owned exclusively by OTC. If and to the extent INDEPENDENT CONTRACTOR may, under copyright or other applicable law, be entitled to claim any ownership interest in the Work Product, INDEPENDENT CONTRACTOR hereby transfers, grants, conveys, assigns, and relinquishes exclusively to OTC all of INDEPENDENT CONTRACTOR's right, title, and interest, including the copyright, in and to the Work Product. INDEPENDENT CONTRACTOR will promptly upon the request of OTC execute such assignments and other documents and take such other action as OTC may reasonably request to convey to OTC full ownership of any and all Work Product.

7. Nondisclosure Covenant. Except as permitted or directed by OTC, INDEPENDENT CONTRACTOR shall not during the term of retention or thereafter divulge, furnish, or make accessible to anyone or use in any way any confidential, health, trade secret, or proprietary information of OTC, which they have acquired or become acquainted with during the retention of INDEPENDENT CONTRACTOR by OTC, whether developed by INDEPENDENT CONTRACTOR or by others. INDEPENDENT CONTRACTOR acknowledges that the above-described knowledge or information constitutes a unique and valuable asset of OTC and represents a substantial investment by OTC, and that any disclosure or other use of such knowledge or information, other than for the sole benefit of OTC, would be wrongful and would cause

irreparable harm to OTC. INDEPENDENT CONTRACTOR will refrain from any acts or omissions that would reduce the value of such knowledge or information to OTC. The foregoing obligations of confidentiality shall not apply to any knowledge or information the entirety of which is now published or subsequently becomes generally publicly known, other than as a direct or indirect result of the breach of this Agreement by INDEPENDENT CONTRACTOR or a breach of a confidentiality obligation owed to OTC by any third party.

8. Injunctive Relief. INDEPENDENT CONTRACTOR agrees that it would be difficult to compensate OTC fully for damages for any violation of the provisions of Paragraphs 7 of this Agreement. Accordingly, INDEPENDENT CONTRACTOR specifically agrees that OTC shall be entitled to temporary and permanent injunctive relief to enforce Paragraph 7 of this Agreement and that such relief may be granted without the necessity of proving actual damages. This provision with respect to injunctive relief shall not, however, diminish the right of OTC to claim and recover damages in addition to injunctive relief.

9. Termination. Without limiting any rights which OTC may have for reason of any default by INDEPENDENT CONTRACTOR, OTC reserves the right to terminate this Agreement in whole or in part by written notice to INDEPENDENT CONTRACTOR upon any breach of any provision hereof by INDEPENDENT CONTRACTOR. Aside from any continuing work, OTC's sole obligation in the event of such termination shall be to reimburse INDEPENDENT CONTRACTOR for services actually performed by INDEPENDENT CONTRACTOR up to the effective date of such termination. OTC also reserves the right to terminate this Agreement without cause at any time following the Agreement's effective date upon thirty (30) days' notice. Such termination shall result in payment to INDEPENDENT CONTRACTOR as set forth in Exhibit A. Any termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which OTC may have against INDEPENDENT CONTRACTOR. Termination shall not relieve INDEPENDENT CONTRACTOR of their continuing obligations under this Agreement, particularly the requirements of Paragraphs 6, 7 and 8 above. INDEPENDENT CONTRACTOR reserves the right to terminate this Agreement without cause at any time following the Agreement's effective date upon written notification of thirty (30) days in advance. Termination shall not relieve the OTC of its obligations to compensate the INDEPENDENT CONTRACTOR as set forth in Exhibit A under this Agreement for services rendered through the effective date of the termination.

10. Invoicing and Payment. INDEPENDENT CONTRACTOR shall submit invoices to the OTC County Administrator based on the payment schedule in Exhibit A. Invoices shall reference this Agreement and the time period of authorized performance involved. Invoices submitted by INDEPENDENT CONTRACTOR must be approved by the OTC County Administrator or his/her appointed representative.

11. Dispute Resolution. Before bringing any action or legal proceeding of any kind with respect to this Agreement, INDEPENDENT CONTRACTOR will promptly notify OTC (at its address for written communications shown in Exhibit A to this Agreement) of any dispute they have with OTC under this Agreement. No action or legal proceeding of any kind will be brought by INDEPENDENT CONTRACTOR against OTC until: (1) both parties conduct a study of the dispute or disagreement; (2) a meeting between the parties is held to try to resolve the dispute; and

(3) if, after such meeting takes place, one of the parties sends a letter to the other stating it is unable to resolve the matter in dispute.

12. Conflict Of Interest. INDEPENDENT CONTRACTOR agrees that they will not, while performing under this Agreement, create a conflict of interest which may prove to be detrimental to the interests of OTC. The responsibility to notify OTC of any potential conflict of interest rests with INDEPENDENT CONTRACTOR. OTC agrees to promptly evaluate and notify INDEPENDENT CONTRACTOR of its decision.

13. Subcontracting and Assignments. It is understood and agreed that this Agreement is for the rendering of consulting services by INDEPENDENT CONTRACTOR who is acting as an independent contractor. INDEPENDENT CONTRACTOR may not subcontract any part or all of the services to be provided without the prior written consent of OTC. All covenants, stipulations, and promises in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

14. Disclosure. INDEPENDENT CONTRACTOR acknowledges and agrees that it may be necessary for OTC to disclose the fact of INDEPENDENT CONTRACTOR's retention, the duties performed, and the compensation paid should there be proper inquiry from such a source as an authorized U.S. government agency or should OTC believe it has a legal obligation to disclose such information, and INDEPENDENT CONTRACTOR hereby authorizes any such disclosures.

15. General Provisions.

15.1 Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.

15.2 Governing Law. This Agreement shall be deemed to be a contract made under the law of the State of Minnesota and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the law of such state.

15.3 Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled, or waived in whole or in part, except by written instruments signed by the parties hereto.

15.4 Entire Agreement. This Agreement, including Exhibit A attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties. All previous discussions, promises, representations and understandings between the parties relative to the subject matter of this Agreement, if any, have been merged into this document. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to supersede any prior confidentiality

or similar agreement between the parties, which the parties acknowledge shall remain in full force and effect.

- 15.5 Severability. To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law and/or public policy.

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

OTTER TAIL COUNTY COMMUNITY DEVELOPMENT AGENCY

By: Leland Rogness

Title: Chairperson, OTC Board of Commissioners

Date: December 21, 2021

By: Nicole Hansen

Date: December 21, 2021

OTTER TAIL COUNTY

EXHIBIT A

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

INDEPENDENT CONTRACTOR NAME: _____

OTTER TAIL COUNTY: Leland Rogness

TERMS OF AGREEMENT

I. **TERM:** This Agreement is effective from December 1, 2021 through February 28, 2022.

II. **SERVICES TO BE RENDERED:** INDEPENDENT CONTRACTOR will:

A. Coordinate the development of the Otter Tail County Youth Workforce Navigation Program, with anticipated areas of work to include:

- Perform a gap analysis by outreaching and engaging with school districts, business and industry, and workforce partners
- Examine similar regional youth workforce programs
- Create a Youth Workforce Navigation Program document that outlines the program and how it will be deployed
- Identify and pursue additional funding resources to support the deployment of the Youth Workforce Navigation Program
- Develop a dashboard of metrics that will be used to demonstrate progress and success of the Youth Workforce Navigation Program

The aforementioned responsibilities may be adjusted by OTC. Necessary and appropriate interventions and timelines will be discussed and determined using a team approach.

III. **COMPENSATION**

A. **COMPENSATION FOR INDEPENDENT CONTRACTOR SERVICES:** INDEPENDENT CONTRACTOR shall be paid hourly at a rate of \$75.00/hour, with payments to occur monthly upon submission of monthly invoices. Total compensation associated for services within this agreement shall not exceed \$13,500. This fee includes payment for services, mileage conducting OTC business, and other incidental expenses.

**ACCEPTING DEDICATED DONATIONS TO SUPPORT
PUBLIC HEALTH FAMILY & CHILDREN PROGRAMS
Otter Tail County Resolution No. 2021 -**

WHEREAS, community organizations such as the service clubs, youth groups, and church offer to donate funds or physical items such as blankets, books, bike helmets, personal hygiene, etc to the County of Otter Tail on behalf of the Otter Tail County Public Health Department to assist in the programs serving families and children

WHEREAS, Minnesota Statute 465.03 requires a county to accept the gift by resolution expressed in terms prescribed by the donor in full; and

WHEREAS, the donations will be for the purpose of providing items to use as teaching tools to promote breastfeeding, child growth & development, reading, or safety or to provide for treatment of head lice, personal care needs, diapers, mittens, and hats.

NOW, THEREFORE, BE IT RESOLVED that the Otter Tail County Board of Commissioners does accept the above-described funds/donations and extends its grateful appreciation.

The motion for the adoption of the foregoing resolution was introduced by Commissioner _____, duly seconded by Commissioner _____ and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 21st day of December 2021.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: December 21, 2021

By: _____
Leland R. Rogness, Board of Commissioners Chair

Attest _____
Nicole Hansen, Clerk

STATE OF MINNESOTA)

COUNTY OF OTTER TAIL)

I, Nicole Hansen, the County Administrator, do hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Otter Tail County at a duly authorized meeting therefore held on the 21st day of December 2021.

Nicole Hansen, Clerk