

# OTTER TAIL COUNTY – MINNESOTA

## BOARD OF COMMISSIONERS' MEETING

### SUPPORTING DOCUMENTS

Government Services Center, Commissioners' Room & Via Livestream  
515 West Fir Avenue, Fergus Falls, MN  
February 15, 2022 | 8:30 a.m.

- › 2.1 BOC Minutes 01-25-2022
- › 2.2 Warrants-Bills for 1.31.2022
- › 2.3 Human Services Warrants/Bills for 02.08.2022
- › 2.3 Public Health Warrants/Bills for 02.08.2022
- › 2.4 Warrants/Bills for February 15, 2022
- › 4.0 Phelps Mill Foundation Change Orders
- › 4.0 Echo Bay Park-Park Designation Resolution
- › 4.0 2022 Suggested Ditch Assessments
- › 4.0 Ditch 17 Homestead Township Request
- › 4.0 Ditch 17 Redetermination Appeal
- › 4.0 Ditch 17 Repair Requests
- › 4.0 Ditch 17 Culvert Replacements
- › 5.0 Amendment to Real Estate Purchase Agreement for 914 E Channing
- › 5.0 Purchase Agreement 914 E Channing
- › 6.0 Snowmobile Safety Enforcement Grant
- › 7.0 Consulting Proposal for 2040 Transportation Plan Update
- › 7.0 Recommendation for Award – 2022 Seasonal Supplies
- › 7.0 Bid Review & Recommendation for Award - S.A.P. 056-641-011 BR, 4031-041
- › 7.0 Local Bridge Replacement Program Grant Agreement & Resolution - Bridge 56548 on CSAH 41, S.A.P. 056-641-011
- › 7.0 Local Bridge Replacement Program Grant Agreement & Resolution - Bridge 56546 on CSAH 35, S.A.P. 056-635-036
- › 7.0 Contracts & Bonds - S.A.P. 056-635-036 BR, 4028-035
- › 7.0 Miscellaneous Professional Services Agreement – KLJ
- › 7.0 Highway Right of Way Plat No. 33 & Resolution - CSAH 35
- › 7.0 Agreement for Utility Extension to Otter Tail County Truck Garage - City of Pelican Rapids
- › 8.0 Tax Rebate Public Hearing Notice
- › 8.0 Community Development Agency Services Agreement
- › 8.0 Resolution Approving Property Tax Abatements
- › 8.0 Resolution calling for public hearing-Blue Spruce
- › 8.0 Blue Spruce Tax Abatement Application
- › 9.0 Withdraw from Outstanding Contract with Otter Tail River Watershed Management District
- › 9.0 Land & Resource 2022 Permit Fee Schedule
- › 10.0 Payroll, Time & Attendance, Human Resources & Talent Management Software Agreement
- › 11.0 County Auditor-Treasurer Items
- › 11.0 Dave Erwin Reappointment Letter
- › 11.0 Stacy Cannady Appointment Letter
- › 12.0 Highway Accounting Specialist
- › 12.0 Probation Positions
- › 14.0 2022 – 2024 Labor Agreements
- › 14.0 Human Services Professional Labor Unit – MOU for On-Call Report Access
- › 14.0 Dispatcher/Correction Officers Labor Unit – MOU for Salary Study
- › 15.0 COVID-19 Impact Survey Summary
- › 15.0 COVID-19 Update

# OTTER TAIL COUNTY – MINNESOTA

## BOARD OF COMMISSIONERS' MINUTES

Government Services Center, Commissioners' Room & Via Livestream  
515 West Fir Avenue, Fergus Falls, MN  
January 25, 2022 | 8:30 a.m.

### CALL TO ORDER

The Otter Tail County Board of Commissioners convened at 8:30 a.m. Tuesday, January 25, 2022, at the Government Services Center in Fergus Falls, MN. Commissioners Betty Murphy, Chair; Wayne Johnson, Vice Chair; Kurt Mortenson, Dan Bucholz and Lee Rogness were present.

### APPROVAL OF AGENDA

Chair Murphy called for approval of the Board Agenda. Motion by Johnson, second by Mortenson and unanimously carried to approve the Board of Commissioners' agenda of January 25, 2022, with the following additions:

LMHC Appointment

Administration/Operations Committee: Redistricting Planning

Upcoming: January 25, 2022 | 6:00 p.m. | Pipeline Information Meeting, AmericInn, Fergus Falls, MN

### APPROVAL OF CONSENT AGENDA

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

1. January 11, 2022, Board of Commissioners' Meeting Minutes
2. Warrants/Bills for January 25, 2022 (Exhibit A)
3. Human Services & Public Health Warrants/Bills for January 25, 2022 (Exhibit A)
4. Approval of the Issuance of County Credit Card, with a 30-Day Limit of \$1,000 to Keith James Friedsam, Deputy Sheriff as requested by Barry Fitzgibbons, County Sheriff.
5. Approval of the Issuance of a Six Month Seasonal On-Sale Liquor and Sunday Liquor License to Hillside Beach Holding Inc. dba Elks Point Bar and Grill for the period of May 1, 2022, through October 31, 2022.
6. Request for Approval of Final Payment to Mark Sand & Gravel Co., Fergus Falls, MN for S.A.P 056-654-006 & Etc.

### OUT OF STATE TRAVEL

Motion by Johnson, second by Bucholz and unanimously carried to authorize the Assistant Finance Director to travel to Austin, TX June 5<sup>th</sup> – 8<sup>th</sup>, 2022 to attend the 2022 Government Finance Officers Association Annual Conference. The Assistant Finance Director received a scholarship in the amount of \$475.00 to cover educational sessions and two (2) meals and the remaining expenses will be paid by the Auditor's budget.

### RESOLUTION IN SUPPORT OF TELECOMMUTING OPPORTUNITIES AND TELECOMMUTER FORWARD! CERTIFICATION OTTER TAIL COUNTY RESOLUTION NO. 2022 – 10

WHEREAS, Otter Tail County supports and commits to promote the availability of telecommuting options; and

WHEREAS, Otter Tail County hereby appoints the Otter Tail County Community Development Agency as the single point of contact for coordinating telecommuting opportunities within Otter Tail County including the following responsibilities:

- Coordination and partnership with broadband providers, realtors, economic development professionals, employers, employees, and other telecommuting stakeholders.
- Collaboration with broadband providers and employers to identify, develop, and market telecommuter-capable broadband packages.
- Communication and partnership with broadband providers and economic development professionals to develop common goals.
- Promotion of telecommuter-friendly workspaces, such as business incubators with telecommuting spaces, if such a workspace has been established in the political subdivision at the time the political subdivision adopts the resolution.
- Familiarity with broadband mapping tools and other state-level resources. Maintaining regular communication with the state broadband office.
- Making regular reports to the Community Development Agency Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Otter Tail County Board of Commissioners to support telecommuting opportunities for the County in its application for Telecommuter Forward! Community certification.

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

Adopted at Fergus Falls, MN this 25th day of January 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: February 15, 2022

By: \_\_\_\_\_  
Betty Murphy, Board of Commissioners Chair

Attest \_\_\_\_\_  
Nicole Hansen, Clerk

### **SINGLE FAMILY TAX REBATE PROGRAM PUBLIC HEARINGS**

Motion by Rogness, second by Mortenson and unanimously carried to approve the proposed 2022 Public Hearing dates related to applications for tax abatements through the Single-Family Tax Rebate Program. Official notice of the public hearing date, time and location will be published near the established date.

### **LAKELAND MENTAL HEALTH CENTER (LMHC) BOARD APPOINTMENT**

Motion by Rogness, second by Bucholz and unanimously carried to re-appoint Commissioner Betty Murphy to the LMHC Board, serving a three (3) year term effective February 28, 2022.

### **REQUEST FOR PENALTY FORGIVENESS**

Motion by Johnson, second by Rogness and unanimously carried to deny the request of Michelle Shaw dba The Back Porch for the forgiveness of accrued penalty and interest in the amount of \$303.86 as it does not meet the requirements of the Otter Tail County Policy regarding penalty forgiveness.

### **CLEAN WATER PARTNERSHIP LOAN PROGRAM ASSESSMENT CERTIFICATIONS**

Motion by Rogness, second by Mortenson and unanimously carried, with Johnson abstaining, to certify the Clean Water Partnership Loan Program Assessments as presented by the County Auditor-Treasurer beginning with payable year 2022 for a period not to exceed ten (10) years.

### **OFFICE CLOSURE – LAND & RESOURCE**

Motion by Johnson, second by Bucholz and unanimously carried to authorize the closure of the Land & Resource Department on Friday, February 18, 2022, for an offsite retreat at Thumper Pond in Ottertail, MN.

### **ORGANICS PROCESSING AGREEMENT**

Motion by Johnson, second by Mortenson and unanimously carried to authorize appropriate County Officials' signatures to execute the Organics Processing Agreement between Otter Tail County and Pope/Douglas Counties for the delivery of organic compostable waste to the Glacial Ridge Compost Facility in Hoffman, MN.

### **OTTER TAIL LAKES COUNTRY ASSOCIATION (OTCLA) SERVICE AGREEMENT**

Motion by Johnson, second by Mortenson and unanimously carried to authorize appropriate County Officials' signatures to execute the Service Agreement between Otter Tail County and OTCLA for the marketing and promoting of Otter Tail County as a premiere destination to vacation/visit, live and work.

### **GEOTECHNICAL EVALUATIONS – BATTLE LAKE & PELICAN RAPIDS GARAGES**

Motion by Johnson, second by Mortenson and unanimously carried to approve the proposals submitted by Braun Intertec Corporation to complete a geotechnical evaluation for the Battle Lake and Pelican Rapids Garage roadways.

### **CONTRACTS & BONDS – S.A.P. 056-605-012**

Motion by Rogness, second by Mortenson and unanimously carried to authorize appropriate County Officials' signatures to execute the contract between Otter Tail County and Anderson Bros. Construction Co., Brainerd, MN, for Project No. S.A.P. 056-605-012.

### **COUNTY DITCH 13 & 19 AMENDED REDETERMINATION ORDER**

Motion by Rogness, second by Bucholz and unanimously carried to approve the amended findings and order for redetermination of benefits for County Ditch 13 and 19 as presented by the County Ditch Inspector. The amendment appointed Gary Denbrook as a Ditch Viewer in place of Randy Witt for the redetermination of benefits due to Mr. Witt's inability to fulfill his appointment.

### **CONTRACTS & BONDS – PHELPS MILL FOUNDATION RESTORATION PROJECT**

Motion by Mortenson, second by Rogness and unanimously carried to authorize appropriate County Officials' signatures to execute the contract between Otter Tail County and Eagle Construction Company, Inc, Little Falls, MN for the Phelps Mill Foundation Restoration Project.

### **RECESS & RECONVENE**

At 9:28 a.m., Chair Murphy declared the meeting of the Otter Tail County Board of Commissioners recessed for a short break. The Board of Commissioners meeting was reconvened at 9:37 a.m.

### **PUBLIC HEALTH NURSE FULL TIME EQUIVALENT (FTE) INCREASE**

Motion by Johnson, second by Mortenson and unanimously carried to approve the increase of a vacant 0.6 FTE Disease Prevention and Control Public Health Nurse position to a 0.8 FTE position to assist with the prevention and spread of communicable diseases. The 0.6 FTE position is included in the 2022 budget, and it is expected that the increased FTE will be funded by COVID-19 grants, reserves and fees.

### **ENVIRONMENTAL HEALTH COORDINATOR**

Motion by Johnson, second by Bucholz to approve a 1.0 full time equivalent Environment Health Coordinator position to assist with licensing the growing number of short-term vacation rentals, environmental health complaints and identified health hazards. This position has been evaluated by Gallagher as a C44 and is expected to be funded by fees, reserves and Solid Waste enterprise funds. The motion passed on a 4-1 vote with Murphy opposed.

### **CLOSED TO THE PUBLIC**

At 9:54 a.m., Chair Murphy declared the Board of Commissioners meeting closed to the public to discuss matters regarding the purchase of property located at 914 Channing Ave, Fergus Falls, MN 56537 (Parcel No. 71001990859000). The closed session is authorized under M.S. 13D.05, Subd. 3(c) (3). Present in the room were Commissioners Lee Rogness, Betty Murphy, Wayne Johnson, Kurt Mortenson, Dan Bucholz, County Attorney Michelle Eldien, County Administrator Nicole Hansen, County Board Secretary Tara Bakken, Deputy County Administrator Nick Leonard, Community Development Director Amy Baldwin, and Operations Supervisor Doug Cannell.

The closed session was concluded at 10:16 a.m.

### **PURCHASE OF PROPERTY**

Motion by Rogness, second by Mortenson and unanimously carried to authorize staff to further negotiate the purchase of property located at 914 Channing Ave, Fergus Falls, MN 56537 (Parcel No. 71001990859000) within the parameters discussed during closed session.

### **RECESS & RECONVENE**

At 10:19 a.m., Chair Murphy declared the meeting of the Otter Tail County Board of Commissioners recessed for a short break. The Board of Commissioners meeting was reconvened at 10:30 a.m.

### **PUBLIC HEARING - SANDHILL DAIRY FEEDLOT**

At 10:30 a.m., Chair Murphy convened a public hearing held for Sandhill Dairy Feedlot on behalf of the MN Pollution Control Agency (MPCA) under M.S. 116.07, Subd. 7(l). Bob Dombeck is proposing to expand the existing feedlot and replace the existing milk parlor with milking robots. The MPCA is responsible for issuing a permit for the request and the County provides a local forum for the public to express their opinions regarding the project. Mr. Dombeck notified neighbors within 5,000' of the project by mail and also provided notice in the newspaper of the affected area.

At 10:33 a.m., Chair Murphy opened the meeting for public comment and no comments were received. Commissioners spoke in favor of the project and encouraged the expansion of agriculture in Otter Tail County. At 10:33 a.m., Chair Murphy closed the public hearing, and the approved minutes of the public meeting will be forwarded to the MN Pollution Control Agency.

## RECESS & RECONVENE

At 10:35 a.m., Chair Murphy declared the meeting of the Otter Tail County Board of Commissioners recessed for a short break. The Board of Commissioners meeting was reconvened at 10:39 a.m.

## COUNTY AUDITOR-TREASURER AGREEMENT

On November 24, 2020, the Board passed a resolution in accordance with Minn. Stat. §375A.1205 to appoint the offices of Auditor-Treasurer and Recorder. Motion by Rogness, second by Mortenson and unanimously carried to authorize appropriate County Officials' signatures to execute the contract between Otter Tail County and County Auditor-Treasurer Wayne Stein in accordance with Minn. Stat. §375A.1205, Subd. 1(3). The contract provides that the incumbent Auditor-Treasurer will be appointed to the position and retain tenure, pay and benefits equal to or greater than the Auditor-Treasurer's length of service.

## COUNTY ADMINISTRATOR AGREEMENT

Motion by Johnson, second by Mortenson and unanimously carried to authorize appropriate County Officials' signatures to execute the agreement between Otter Tail County and Nicole Hansen for the appointment of the County Administrator position. The contract provides that Ms. Hansen's appointment will include retaining duties and responsibilities of the Human Resources Director.

## ALCOHOL & DRUG FREE WORKPLACE POLICY & PROCEDURES

Motion by Mortenson, second by Bucholz and unanimously carried to approve the Otter Tail County Alcohol & Drug Free Workplace Policy & Procedures effective January 25, 2022. This approved policy supersedes any and all other prior Alcohol and Drug Free Workplace Policies. Supervisors and employees will be trained on the policy and procedures prior to implementing random testing for Safety-Sensitive (Non-DOT) Positions, which is expected to be completed by July 1, 2022.

## IN RECOGNITION OF DOUGLAS WALVATNE'S PUBLIC SERVICE AS OTTER TAIL COUNTY ASSESSOR OTTER TAIL COUNTY RESOLUTION NO. 2022 - 11

The following resolution was offered by Commissioner Rogness, who moved to recognize and honor the public service of Douglas Walvatne as the Otter Tail County Assessor:

WHEREAS, Doug began employment with the Otter Tail County Assessor's Office on September 1, 1985, and has served as the County Assessor since September 16, 2010; and

WHEREAS, during Doug's 36 years and 5 months of employment, he was responsible for assessing taxes on 64,409 total parcels of which 37,984 are parcels with a dwelling and 4,131 commercial/industrial parcels; and

WHEREAS, during his tenure with Otter Tail County, Doug was a leader within the County which included a range of accomplishments:

- Committed to serving the public through fair, equitable and responsible parcel appraisals and property tax systems.
- Developed a trusting relationship with employees and colleagues alike modeling professionalism and collaboration.
- Recognized the importance of providing employees with training opportunities along with encouragement to achieve the highest level of licensure leading to high quality assessments.

- Championed technological advancements including conversion to a Windows based valuation system.

WHEREAS, Doug is described as a humble person respected both regionally and statewide not only as a County Assessor, but also as a compassionate, quiet leader who provides mentorship to staff as a peer and places trust and confidence in their skills and abilities to ensure a fully operational customer oriented department; and

WHEREAS, Doug builds leadership within the Department, advancing and promoting the strengths in others and fostering a positive team approach to quality public service.

THEREFORE, BE IT RESOLVED THAT: Otter Tail County Board of Commissioners recognizes the many years of professional service, leadership, and commitment provided by Doug, and we express our utmost gratitude and appreciation for his many years of dedicated public service to the residents of Otter Tail County and the State of Minnesota.

The motion was duly seconded by Commissioner Mortenson, and, after discussion and commendation thereof, and upon vote being taken thereon, the resolution was adopted unanimously.

Adopted at Fergus Falls, MN this 25th day of January 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS      Dated: February 15, 2022

By: \_\_\_\_\_ Attest \_\_\_\_\_  
Betty Murphy, Board of Commissioners Chair      Nicole Hansen, Clerk

### ADJOURNMENT

At 11:07 a.m., Chair Murphy declared the Otter Tail County Board of Commissioners meeting adjourned. The next regular Board meeting is scheduled at 8:30 a.m. on Tuesday, February 15, 2022, at the Government Services Center in Fergus Falls and via live stream.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS      Dated: February 15, 2022

By: \_\_\_\_\_ Attest \_\_\_\_\_  
Betty Murphy, Board of Commissioners Chair      Nicole Hansen, Clerk

<u>Vendor Name</u>	<u>Amount</u>
106 GROUP LTD/THE	2,605.00
AL'S REFRIGERATION LLC	240.50
ALLEN'S AUTO BODY & TOWING	687.00
AMAZON CAPITAL SERVICES INC	825.77
AMERICAN WELDING & GAS INC	255.73
AMP ELECTRIC INC	3,277.00
ARAMARK UNIFORM SERVICES	545.36
ASSOCIATION OF MN COUNTIES	4,900.00
AUTO VALUE FERGUS FALLS	1,177.22
AVERY, ATTORNEY AT LAW/JILL	1,912.80
BATTERIES PLUS BULBS	133.19
BDS LAUNDRY	5,588.00
BECKER CO ENVIRONMENTAL SERVICES	739.00
BERNAUER/DONALD W & DELORES M	23,100.00
BERRY/STEVEN S & CONNIE K	500.00
BEYER BODY SHOP INC	1,025.00
BHH PARTNERS	6,122.24
BIG SKY COMMUNICATIONS INC	379.00
BOLTON & MENK INC	217.50
BRAUN VENDING INC	600.00
BROGARD PLUMBING HTG & EXC INC	80.00
BUREAU OF CRIM APPREHENSION	2,410.00
BURKE/WADE J & SHEILA M	688.75
BUY-MOR PARTS & SERVICE LLC	8,416.03
CARDINAL CONSULTING SOLUTIONS	637.50
CERTIFIED AUTO REPAIR	33.32
CERTIFIED LABORATORIES	2,134.00
CLEAN SWEEP COMMERCIAL SERVICES	575.00
CODE 4 SERVICES INC	209.00
COLLINS LAWN CARE & LANDSCAPING IN	525.00
COMMISSIONER OF REVENUE	275.00
COMMISSIONER OF TRANSPORTATION	460.12
COMPANION ANIMAL HOSPITAL	113.52
COMPASS MINERALS AMERICA INC	46,524.52
COOPER'S OFFICE SUPPLY INC	196.74
CROW WING CO SHERIFF'S OFFICE	75.00
CYBERSPROUT LLC	9,384.00
D & T VENTURES LLC	1,089.00
DAKOTA BUSINESS SOLUTIONS INC	530.00
DAN'S TOWING & REPAIR	53.70
DM ENTERPRISES	5,035.62
DOUBLE A CATERING	268.15



<u>Vendor Name</u>	<u>Amount</u>
EHLERS & ASSOCIATES INC	2,500.00
ENVIRONMENTAL SCIENTIFIC LLC	3,500.00
FARGO GLASS & PAINT CO INC	283.40
FARMERS CO-OP OIL	3,932.55
FARNAM'S GENUINE PARTS INC	545.70
FERGUS FALLS DAILY JOURNAL	245.30
FERGUS FALLS/CITY OF	362.50
FERGUS POWER PUMP INC	1,935.00
FERGUS TIRE CENTER INC	581.20
FIDLAR TECHNOLOGIES INC	15,028.20
FRANK'S AUTO BODY OF PERHAM INC	380.00
GALLS LLC	959.71
GIRARD'S BUSINESS SOLUTIONS INC	325.00
GLEASON RENTALS LLC	650.00
GLEASON/DANIEL D & FRANCES N	6,100.00
GOPHER STATE ONE CALL	52.70
GRAINGER INC	1,571.76
HANSON'S PLUMBING & HEATING INC	4,031.06
HERMAN/CRYSTAL	250.20
HERMANN/JOHN	26.91
HOFMAN/DANIELLE	228.46
HUBBARD CO SHERIFF'S OFFICE	121.66
IACP	190.00
INDEPENDENT EMERGENCY SERVICES L	904.68
INTERSTATE ENGINEERING INC	9,564.50
INVENTORY TRADING COMPANY	252.00
JOHNSON CONTROLS INC	384.00
KUHN/AMBER	79.80
KUNZA/MICHAEL J & MARILYN R	675.00
LAHMAN/ROBERT	355.58
LAKE REGION HEALTHCARE	10,064.00
LAKE SUPERIOR COLLEGE	500.00
LAKES ADVERTISING LLC	700.00
LAKES AREA COOPERATIVE	2,246.14
LAKES COFFEE LLC	34.75
LARRY OTT INC TRUCK SERVICE	1,200.00
LARUM/PAT	62.72
LIBERTY TIRE RECYCLING LLC	1,364.82
LINDE GAS & EQUIPMENT INC	208.97
LOCATORS & SUPPLIES INC	256.59
MACA - AMC	1,317.00
MACK/CONRAD J & JOYCE E	7,200.00

<u>Vendor Name</u>	<u>Amount</u>
MACK/CORY & THERESA	7,100.00
MANDATE CAPITAL LLC	1,500.00
MARCO INC ST LOUIS	1,989.18
MARKS FLEET SUPPLY INC	12.48
MARTY/DENNIS	60.00
MAVERICK DRONE SYSTEMS	1,074.98
MCHRMA - AMC	125.00
MEKALSON HYDRAULICS INC	6,248.48
MIDWEST BUS PARTS INC	248.60
MIDWEST MACHINERY CO	94.88
MINNESOTA MOTOR COMPANY	596.53
MINNESOTA SHERIFFS' ASSOCIATION	13,967.13
MN DEPT OF LABOR & INDUSTRY	100.00
MN DEPT OF TRANSPORTATION	300.00
MN POLLUTION CONTROL AGENCY	1,575.00
MN TRANSPORTATION ALLIANCE	5,200.00
MNCCC LOCKBOX	900.00
MOCIC	200.00
MONSIDO INC	3,900.00
MORRIS/JASON	149.99
MOWA	2,010.00
NACVSO	150.00
NAPA CENTRAL MN	36.68
NARTEC INC	190.12
NATURE'S PUMPING	130.00
NELSON AUTO CENTER INC	185.30
NELSON/MIKE	1,050.00
NETWORK SERVICES COMPANY	392.20
NORTH CENTRAL INC	34,341.50
NORTHWEST TIRE INC	647.48
NUSS TRUCK & EQUIPMENT	2,627.77
OLSEN CHAIN & CABLE CO INC	81.13
OLSON OIL CO INC	959.67
ONE CALL LOCATORS LTD	30.04
OTTER TAIL CO SOLID WASTE	941.97
OTTER TAIL LAKES COUNTRY ASSOCIAT	1,000.00
OTTERTAIL AGGREGATE INC	100.00
OTTERTAIL TRUCKING INC	12,635.92
OUTDOOR RENOVATIONS LANDSCAPE &	28,166.25
OVERHEAD DOOR CO OF FERGUS FALLS	226.25
PARK REGION CO OP	663.00
PELICAN PETE BODY SHOP & TOWING IN	276.75

<u>Vendor Name</u>	<u>Amount</u>
PELICAN RAPIDS PRESS	75.13
PEMBERTON LAW PLLP	4,925.00
PETE'S AUTOBODY LLC	900.00
PHILLIPPI/DR JAY	475.00
PITNEY BOWES GLOBAL FINANCIAL SVC:	14,440.28
POSTMASTER	62.00
PRO AG FARMERS COOPERATIVE	835.86
PRO-WEST & ASSOCIATES INC	942.73
PSICK CAPITOL SOLUTIONS INC	3,000.00
R.D. OFFUTT FARMS CO	31,260.00
RAVE WIRELESS INC	13,280.84
RDO TRUCK CENTERS	2,575.77
RILEY BROS CONSTRUCTION INC	99,458.15
RINGDAHL AMBULANCE INC	458.00
RINKE NOONAN LAW FIRM	6,086.00
RTVISION INC	3,000.00
SAFELITE FULFILLMENT INC	289.30
SAZAMA/BRIAN A & MICHELLE L	384.25
SAZAMA/RAYMOND	1,537.00
SCHOENEBERGER FUNERAL & CREMATI	250.00
SCOTT HOFLAND CONSTRUCTION INC	7,360.00
SHERWIN WILLIAMS	135.04
SRF CONSULTING GROUP INC	4,395.12
STEINS INC	1,434.37
STEVE'S SANITATION INC	3,551.27
STREICHERS	838.87
SUMMIT FIRE PROTECTION	4,280.00
SUMMIT FOOD SERVICE LLC	8,313.35
TERMINAL SUPPLY CO.	58.55
THOMSON REUTERS - WEST	2,413.65
THRIFTY WHITE PHARMACY	15.00
TITAN MACHINERY INC	32.00
TK ELEVATOR CORP	2,129.20
TRANE U.S. INC	20,942.50
UCVIEW INC	1,620.00
ULINE	281.42
VICTOR LUNDEEN COMPANY	625.23
VISUAL GOV SOLUTIONS LLC	2,288.60
WALLWORK TRUCK CENTER	116.80
WATCHGUARD VIDEO	5,110.00
WILL/AARON	573.00
ZIEGLER INC	1,424.11
<b>Final Total:</b>	<b>600,073.81</b>

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES INC	306.69
COOPER'S OFFICE SUPPLY INC	1,114.91
LAKE REGION HEALTHCARE	667.67
MIDWEEK INC/THE	221.76
PACIFIC INTERPRETERS INC	5.20
VERIZON WIRELESS	485.54
WEST CENTRAL INDUSTRIES	15,000.00
<b>Final Total:</b>	<b>17,801.77</b>

<u>Vendor Name</u>	<u>Amount</u>
AMAZON CAPITAL SERVICES INC	86.69
ASSOCIATION OF MN COUNTIES	129.00
COUNTIES PROVIDING TECHNOLOGY	240.00
MAHUBE-OTWA CAP INC	33,853.86
MIDWEST MONITORING & SURVEILANCE	1,555.00
MINNESOTA MONITORING INC	124.00
OTTER TAIL CO ATTORNEY'S OFFICE	2,524.25
OTTER TAIL CO SHERIFF	40.00
OTTER TAIL CO TREASURER	8,913.80
OTTER TAIL COUNTY TREASURER-EXPRI	640.14
PACIFIC INTERPRETERS INC	1,280.50
PREMIER BIOTECH INC	1,230.00
PREMIER BIOTECH LABS LLC	583.10
SJOLIE, DARIN	11.92
SOURCEWELL	55,120.00
ULSCHMID/LIZA	81.49
WEST CENTRAL REG JUVENILE CTR	40,562.00
WHIPPLE/VANESSA	50.49
<b>Final Total:</b>	<b>147,026.24</b>



csteinba

1/31/2022 11:34:43AM

# Otter Tail County Auditor

## WARRANTS FOR PUBLICATION



**Cutoff Amount:** 0

**Report Sequence:** 1 - Vendor Name

# Otter Tail County Auditor



## WARRANTS FOR PUBLICATION

Warrants Approved On 1/31/2022 For Payment 1/31/2022

<u>Vendor Name</u>	<u>Amount</u>
COMPASS MINERALS AMERICA INC	114,179.45
SECRETARY OF STATE	120.00
<b>Final Total:</b>	<b>114,299.45</b>

# Otter Tail County Auditor



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>Amount</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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b>						
4	11-406-000-0000-6435		100.44	GlovesUA's/Acct#A2RJVV5AA0WI1P 01/12/2022 01/12/2022	17CM-QN7W-3KV7	Drug Testing	N
52	11-420-601-0000-6406		7.91	Acct #A2RJVV5AA0WI1P 01/26/2022 01/26/2022	11MP-FTMF-7KYF	Office Supplies	N
54	11-420-601-0000-6677		6.22	Acct #A2RJVV5AA0WI1P 01/26/2022 01/26/2022	11MP-FTMF-7KYF	Office Furniture And Equipment - Im	N
2	11-420-601-0000-6406		28.31	Acct#A2RJVV5AA0WI1P 01/12/2022 01/12/2022	1NH6-6VRV-4KRR	Office Supplies	N
46	11-420-601-0000-6406		13.07	Acct#A2RJVV5AA0WI1P 01/24/2022 01/24/2022	1Q6Y-4JXF-1T76	Office Supplies	N
53	11-430-700-0000-6406		10.07	Acct #A2RJVV5AA0WI1P 01/26/2022 01/26/2022	11MP-FTMF-7KYF	Office Supplies	N
55	11-430-700-0000-6677		7.92	Acct #A2RJVV5AA0WI1P 01/26/2022 01/26/2022	11MP-FTMF-7KYF	Office Furniture And Equipment - Ss	N
3	11-430-700-0000-6406		36.03	Acct#A2RJVV5AA0WI1P 01/12/2022 01/12/2022	1NH6-6VRV-4KRR	Office Supplies	N
47	11-430-700-0000-6406		16.63	Acct#A2RJVV5AA0WI1P 01/24/2022 01/24/2022	1Q6Y-4JXF-1T76	Office Supplies	N
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b>		<b>226.60</b>	<b>9 Transactions</b>			
<b>11695</b>	<b>DNA DIAGNOSTICS CENTER INC</b>						
26	11-420-640-0000-6298	AP	54.00	Inv #101275112021 08/26/2021 08/26/2021	101275112021	Child Support Blood Test Charge	6
27	11-420-640-0000-6298	AP	162.00	INV # 101508122021 11/22/2021 12/15/2021	101508122021	Child Support Blood Test Charge	6
<b>11695</b>	<b>DNA DIAGNOSTICS CENTER INC</b>		<b>216.00</b>	<b>2 Transactions</b>			
<b>13389</b>	<b>MIDWEEK INC/THE</b>						
28	11-420-601-0000-6379		24.39	Cust #1968 - OSS Ad 01/23/2022 01/23/2022	65888	Miscellaneous Charges Im Adm	N
29	11-430-700-0000-6379		31.05	Cust #1968 - OSS Ad 01/23/2022 01/23/2022	65888	Miscellaneous Charges - Ss Adm	N
<b>13389</b>	<b>MIDWEEK INC/THE</b>		<b>55.44</b>	<b>2 Transactions</b>			
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>						
19	11-406-000-0000-6406	AP	33.00	Cust#1143- Probation NYM 12/02/2021 12/30/2021	430139	Office Supplies	N



# Otter Tail County Auditor



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
10	11-406-000-0000-6406	AP	61.38	Cust #1143 4 12/01/2021 12/31/2021	430141	Office Supplies	N
16	11-420-601-0000-6406	AP	58.96	Cust#1143-Shredding Services 12/02/2021 12/30/2021	430139	Office Supplies	N
18	11-420-601-0000-6406	AP	28.00	Cust#1143-Child Support 12/02/2021 12/30/2021	430139	Office Supplies	N
17	11-430-700-0000-6406	AP	75.04	Cust#1143-Shredding Services 12/02/2021 12/30/2021	430139	Office Supplies	N
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>		<b>256.38</b>	<b>5 Transactions</b>			
<b>43022</b>	<b>MN DEPT OF HUMAN SERVICES</b>						
5	11-420-640-0000-6379	DTG	86.44	Federal Offset Fees 12/01/2021 12/31/2021	A300C200838	Miscellaneous Charges	N
6	11-430-720-2112-6061	DTG	3,079.00	12-21 CCAP 12/01/2021 12/31/2021	A300MC562271	Bsf County Match	N
7	11-430-720-2112-6061	DTG	3,076.00	12-21 CCAP 12/01/2021 12/31/2021	A300MC562271	Bsf County Match	N
<b>43022</b>	<b>MN DEPT OF HUMAN SERVICES</b>		<b>6,241.44</b>	<b>3 Transactions</b>			
<b>548</b>	<b>MNCCC LOCKBOX</b>						
9	11-406-000-0000-6344		5,163.42	CSTS Program Fee 01/01/2022 12/31/2022	2201146	Service Agreements	N
<b>548</b>	<b>MNCCC LOCKBOX</b>		<b>5,163.42</b>	<b>1 Transactions</b>			
<b>596</b>	<b>NEW YORK MILLS POSTMASTER</b>						
64	11-420-601-0000-6379		57.20	Annual/PO Box N 02/02/2022 02/02/2022		Miscellaneous Charges Im Adm	N
65	11-430-700-0000-6379		72.80	Annual/PO Box N 02/02/2022 02/02/2022		Miscellaneous Charges - Ss Adm	N
<b>596</b>	<b>NEW YORK MILLS POSTMASTER</b>		<b>130.00</b>	<b>2 Transactions</b>			
<b>10382</b>	<b>NORTHWEST REGIONAL DEVELOPMENT CC</b>						
1	11-430-760-0000-6379		13,722.00	2022 Cty MatchLandOfTheDance 01/01/2022 12/31/2022	1065	Misc Charges Adult Programs	N
<b>10382</b>	<b>NORTHWEST REGIONAL DEVELOPMENT CC</b>		<b>13,722.00</b>	<b>1 Transactions</b>			
<b>42075</b>	<b>OTTER TAIL CO AUDITOR</b>						
22	11-406-000-0000-6304		19.25	Car tabs for '18 Chev Impala	00-026938960	Motor Vehicle Repair	N

# 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</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
23	11-406-000-0000-6304		19.25	Car tabs for '20 Equinox	01/08/2022 01/08/2022	00-028503502	Motor Vehicle Repair	N
24	11-406-000-0000-6304		19.25	01/08/2022 Tabs for '21 Chev Equinox	01/08/2022 01/08/2022	00-038916447	Motor Vehicle Repair	N
25	11-406-000-0000-6304		19.25	01/08/2022 Tabs for -21 Ford Transit	01/08/2022 01/08/2022	00-039394653	Motor Vehicle Repair	N
21	11-406-000-0000-6304		19.25	01/08/2022 Tabs for '17 Chev Impala	01/08/2022 01/08/2022	Plate 947748	Motor Vehicle Repair	N
20	11-406-000-0000-6304		19.25	01/08/2022 Tabs for 2018 Taurus	01/08/2022 01/08/2022	Plate 956089	Motor Vehicle Repair	N
30	11-430-700-0000-6677		19.25	01/08/2022 HS 14741 Tabs	01/08/2022 01/08/2022	Plate 937870	Office Furniture And Equipment - Ss	N
31	11-430-700-0000-6677		19.25	01/08/2022 HS 14997 Tabs	01/08/2022 01/08/2022	Plate 943370	Office Furniture And Equipment - Ss	N
32	11-430-700-0000-6677		19.25	01/08/2022 HS 14999 Tabs	01/08/2022 01/08/2022	Plate 943372	Office Furniture And Equipment - Ss	N
34	11-430-700-0000-6677		19.25	01/08/2022 HS 17523 Tabs	01/08/2022 01/08/2022	Plate 946921	Office Furniture And Equipment - Ss	N
35	11-430-700-0000-6677		19.25	01/08/2022 HS 17524 Tabs	01/08/2022 01/08/2022	Plate 946922	Office Furniture And Equipment - Ss	N
36	11-430-700-0000-6677		19.25	01/08/2022 HS 17525 Tabs	01/08/2022 01/08/2022	Plate 946923	Office Furniture And Equipment - Ss	N
33	11-430-700-0000-6677		19.25	01/08/2022 HS 5935 Tabs	01/08/2022 01/08/2022	Plate 947690	Office Furniture And Equipment - Ss	N
37	11-430-700-0000-6677		19.25	01/08/2022 HS 6010 Tabs	01/08/2022 01/08/2022	Plate 950815	Office Furniture And Equipment - Ss	N
38	11-430-700-0000-6677		19.25	01/08/2022 HS 6011 Tabs	01/08/2022 01/08/2022	Plate 950816	Office Furniture And Equipment - Ss	N
43	11-430-700-0000-6677		19.25	01/08/2022 HS 20064 Tabs	01/08/2022 01/08/2022	Plate 954993	Office Furniture And Equipment - Ss	N
41	11-430-700-0000-6677		19.25	01/08/2022 HS 20062 Tabs	01/08/2022 01/08/2022	Plate 954994	Office Furniture And Equipment - Ss	N
42	11-430-700-0000-6677		19.25	01/08/2022 HS 20063 Tabs	01/08/2022 01/08/2022	Plate 954995	Office Furniture And Equipment - Ss	N
39	11-430-700-0000-6677		19.25	01/08/2022 HS 19472 Tabs	01/08/2022 01/08/2022	Plate 956061	Office Furniture And Equipment - Ss	N
40	11-430-700-0000-6677		19.25	01/08/2022 HS 19473 Tabs	01/08/2022 01/08/2022	Plate 956062	Office Furniture And Equipment - Ss	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>
44	11-430-700-0000-6677		19.25	HS 1762 Tabs 01/08/2022 01/08/2022	Plate 967021	Office Furniture And Equipment - Ss	N
45	11-430-700-0000-6677		19.25	HS 1763 Tabs 01/08/2022 01/08/2022	Plate 967030	Office Furniture And Equipment - Ss	N
<b>42075</b>	<b>OTTER TAIL CO AUDITOR</b>		<b>423.50</b>	<b>22 Transactions</b>			
<b>44086</b>	<b>OTTER TAIL CO RECORDER</b>						
56	11-420-601-0000-6379		12.76	Birth/Death Certificates 01/01/2022 01/31/2022		Miscellaneous Charges Im Adm	N
57	11-430-700-0000-6379		16.24	Birth/Death Certificates 01/01/2022 01/31/2022		Miscellaneous Charges - Ss Adm	N
<b>44086</b>	<b>OTTER TAIL CO RECORDER</b>		<b>29.00</b>	<b>2 Transactions</b>			
<b>44010</b>	<b>OTTER TAIL CO SHERIFF</b>						
48	11-420-640-0000-6297		80.00	Case #20220011 / Party 001 01/06/2022 01/06/2022		Iv-D Sheriff's Costs	N
<b>44010</b>	<b>OTTER TAIL CO SHERIFF</b>		<b>80.00</b>	<b>1 Transactions</b>			
<b>10722</b>	<b>POTTER/TARA</b>						
63	11-430-740-0000-6277		45.00	Stipend 01/26/2022 01/26/2022		Mental Health Adv Committees	Y
<b>10722</b>	<b>POTTER/TARA</b>		<b>45.00</b>	<b>1 Transactions</b>			
<b>25082</b>	<b>PRODUCTIVE ALTERNATIVES INC</b>						
14	11-420-601-0000-6260		3,943.79	Ma Trans Prog Adm Services 12/01/2021 12/30/2021	69571/69572	Ma Trans Prog Adm Services	G
13	11-420-650-0000-6041		300.00	Ma Trans Nonload 12/01/2021 12/30/2021	69571/69572	Ma Trans Nonload	G
12	11-420-650-0000-6050		1,070.32	MA Transp Charges Fed Rate 12/01/2021 12/30/2021	69571/69572	Ma Trans Charges Fed Rate	G
15	11-430-760-0000-6378		1,051.68	Misc Exp Transp Program 12/01/2021 12/30/2021	69571/69572	Misc Exp Trans Prog	G
11	11-430-760-6160-6050		1,022.52	Title XX Transportation 12/01/2021 12/30/2021	69571/69572	Title Xx Transportation	G
<b>25082</b>	<b>PRODUCTIVE ALTERNATIVES INC</b>		<b>7,388.31</b>	<b>5 Transactions</b>			
<b>46006</b>	<b>QUALITY TOYOTA</b>						
49	11-430-700-0000-6304		236.85	Acct #139	6061964	Motor Vehicle Service And Repair	N

# 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</u>	<u>Service Dates</u>	<u>Invoice # Paid On Bhf #</u>	<u>Account/Formula Description On Behalf of Name</u>	<u>1099</u>
50	11-430-700-0000-6304		91.48	Acct #139	01/18/2022 01/18/2022	6062181	Motor Vehicle Service And Repair	N
51	11-430-700-0000-6304		91.48	Acct #139	01/18/2022 01/18/2022	6062182	Motor Vehicle Service And Repair	N
	<b>46006 QUALITY TOYOTA</b>		<b>419.81</b>	<b>3 Transactions</b>				
	<b>48290 STANISLAWSKI/MARI</b>							
59	11-430-700-0000-6331		10.02	Meal	12/22/2021 01/03/2022		Meals & Lodging - Ss Adm	N
61	11-430-700-0000-6331		13.38	Meal	12/22/2021 01/03/2022		Meals & Lodging - Ss Adm	N
60	11-430-710-1621-6097		10.02	Client Meal	12/22/2021 01/03/2022		In Home Service - Brief	N
62	11-430-710-1621-6097		13.38	Client Meal	12/22/2021 01/03/2022		In Home Service - Brief	N
	<b>48290 STANISLAWSKI/MARI</b>		<b>46.80</b>	<b>4 Transactions</b>				
	<b>42537 THIS WEEKS SHOPPING NEWS</b>							
58	11-420-601-0000-6379		55.44	EW Position Ad / Cust #1968	01/30/2022 01/30/2022	65944	Miscellaneous Charges Im Adm	N
	<b>42537 THIS WEEKS SHOPPING NEWS</b>		<b>55.44</b>	<b>1 Transactions</b>				
	<b>9820 VERIZON WIRELESS</b>							
8	11-406-000-0000-6200		508.42	Acct #680689861-00028	12/02/2021 01/01/2022	9896322433	Telephone Probation	N
	<b>9820 VERIZON WIRELESS</b>		<b>508.42</b>	<b>1 Transactions</b>				
<b>Final Total .....</b>			<b>35,007.56</b>	<b>17 Vendors</b>		<b>65 Transactions</b>		

# 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	35,007.56	Human Services
<b>All Funds</b>	<b>35,007.56</b>	<b>Total</b>

Approved by,

.....  
.....  
.....

# Otter Tail County Auditor



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>Amount</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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b>						
18	11-407-400-0078-6488		79.99	ACCT #A2RJVV5AAOWI1P/TESTING 01/22/2022 01/22/2022	16P1-G7L9-P7LM	COVID-19 Supplies	N
15	11-407-400-0078-6488		69.99	ACCT #A2RJVV5AAOWI1P/TESTING 01/22/2022 01/22/2022	16P1-G7L9-P7LM	COVID-19 Supplies	N
16	11-407-400-0078-6488		26.82	ACCT #A2RJVV5AAOWI1P/TESTING 01/22/2022 01/22/2022	16P1-G7L9-P7LM	COVID-19 Supplies	N
17	11-407-400-0078-6488		50.67	ACCT #A2RJVV5AAOWI1P/TESTING 01/22/2022 01/22/2022	16P1-G7L9-P7LM	COVID-19 Supplies	N
19	11-407-400-0078-6488		69.95	ACCT #A2RJVV5AAOWI1P/TESTING 01/21/2022 01/21/2022	1DDX-F6HQ-DC7Q	COVID-19 Supplies	N
14	11-407-400-0078-6488		26.99	ACCT #A2RJVV5AAOWI1P/TESTING 01/25/2022 01/25/2022	1FTM-XY9T-N73W	COVID-19 Supplies	N
22	11-407-600-0090-6488		12.74 -	ACCT #A2RJVV5AAOWI1P/CHARGER 01/29/2022 01/29/2022	1G3C-RNJG-9JLV	Phn Program Supplies	N
21	11-407-600-0090-6488		12.74 -	ACCT #A2RJVV5AAOWI1P/CHARGER 01/29/2022 01/29/2022	1KR3-JQ1M-7YXL	Phn Program Supplies	N
20	11-407-600-0090-6488		12.74 -	ACCT #A2RJVV5AAOWI1P/CHARGER 01/29/2022 01/29/2022	1PJ3-V64L-94CV	Phn Program Supplies	N
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b>		<b>286.19</b>	<b>9 Transactions</b>			
<b>32663</b>	<b>CLAY CO HEALTH DEPT</b>						
25	11-407-600-0090-6379	AP	598.83	ACT #045 -FNANCL SHARDON DEC 12/31/2021 12/31/2021	4363	Miscellaneous Charges	N
<b>32663</b>	<b>CLAY CO HEALTH DEPT</b>		<b>598.83</b>	<b>1 Transactions</b>			
<b>13389</b>	<b>MIDWEEK INC/THE</b>						
23	11-407-400-0078-6488		110.88	CUST #1976-VAC AD 1/23 COVID 01/23/2022 01/23/2022	65890	COVID-19 Supplies	N
24	11-407-400-0078-6488		110.88	CUST #1976-VAC AD 1/30 COVID 01/30/2022 01/30/2022	65945	COVID-19 Supplies	N
<b>13389</b>	<b>MIDWEEK INC/THE</b>		<b>221.76</b>	<b>2 Transactions</b>			
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>						
12	11-407-600-0090-6488	AP	28.00	CUST #1143/SHREDDING-FF 12/31/2021 12/31/2021	430140	Phn Program Supplies	N
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>		<b>28.00</b>	<b>1 Transactions</b>			

# 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>
<b>51120 OFFICE DEPOT</b>							
11	11-407-600-0090-6488		114.34	ACCT #71423628 -MISC OFFICE/FF 01/11/2022 01/11/2022	219698958001	Phn Program Supplies	N
6	11-407-100-0015-6488		26.38	ACCT #71423628 - BLK INK 01/21/2022 01/21/2022	219960733001	MCH/ECS Program Supplies	N
7	11-407-100-0015-6488		8.79	ACCT #71423628 - CYN INK 01/21/2022 01/21/2022	220013872001	MCH/ECS Program Supplies	N
10	11-407-100-0030-6488		40.32	ACCT #71423628 - YELLOW FOLDER 01/21/2022 01/21/2022	220013885001	Phn Program Supplies -PAS/MNChoices/L	N
8	11-407-600-0090-6488		10.49	ACCT #71423628 - STICKY NOTES 01/21/2022 01/21/2022	220013885001	Phn Program Supplies	N
9	11-407-600-0090-6488		10.43	ACCT #71423628 - PENS 01/21/2022 01/21/2022	220013885001	Phn Program Supplies	N
<b>51120 OFFICE DEPOT</b>			<b>210.75</b>	<b>6 Transactions</b>			
<b>31020 OTTER TAIL CO TREASURER</b>							
1	11-407-200-0060-6488	AP	64.00	CAR SEAT EDUCATION - SG 12/24/2021 12/24/2021	12242021	Program Supplies Inj Prev	N
2	11-407-200-0060-6488	AP	64.00	CAR SEAT EDUCATION - AH 12/24/2021 12/24/2021	12242021	Program Supplies Inj Prev	N
3	11-407-200-0060-6488	AP	64.00	CAR SEAT EDUCATION - AM 12/24/2021 12/24/2021	12242021	Program Supplies Inj Prev	N
<b>31020 OTTER TAIL CO TREASURER</b>			<b>192.00</b>	<b>3 Transactions</b>			
<b>51002 VICTOR LUNDEEN COMPANY</b>							
13	11-407-400-0078-6488		195.00	ACCT #7487-PROTCT TGTHR-COVID 01/18/2022 01/18/2022	448766	COVID-19 Supplies	N
<b>51002 VICTOR LUNDEEN COMPANY</b>			<b>195.00</b>	<b>1 Transactions</b>			
<b>52010 WEST CENTRAL INITIATIVE</b>							
4	11-407-100-0017-6433		10,000.00	DENTAL CLINIC PROJECT-ESSENTIA 01/18/2022 01/18/2022	01182022_1	Other Dental Grants Program	N
5	11-407-100-0017-6488		5,000.00	DENTAL CLINIC PROJECT-BCBS 01/18/2022 01/18/2022	01182022_2	Innovations Grant Blue Cross prog supply	N
<b>52010 WEST CENTRAL INITIATIVE</b>			<b>15,000.00</b>	<b>2 Transactions</b>			
<b>Final Total .....</b>			<b>16,732.53</b>	<b>8 Vendors</b>	<b>25 Transactions</b>		



# 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	16,732.53	Human Services
<b>All Funds</b>	<b>16,732.53</b>	<b>Total</b>

Approved by, .....

.....

.....

# Otter Tail County Auditor



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



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>
<b>6147</b>	<b>106 GROUP LTD/THE</b> 09-507-510-0000-6278		1,092.00	PM FISH PASSAGE JAN 2022	2902-2536-9	Engineering & Hydrological Testing	N
<b>6147</b>	<b>106 GROUP LTD/THE</b>		<b>1,092.00</b>	<b>1 Transactions</b>			
<b>6826</b>	<b>29TH &amp; LAW PC</b> 01-013-000-0000-6262	AP	1,995.00	56-JV-21-457;A21-1497 KAMPSULA	1	Public Defender	N
	01-013-000-0000-6262		1,290.00	56-JV-21-457;A21-1497 KAMPSULA	7	Public Defender	N
<b>6826</b>	<b>29TH &amp; LAW PC</b>		<b>3,285.00</b>	<b>2 Transactions</b>			
<b>136</b>	<b>3RD DISTRICT SHERIFF'S ASSOCIATION</b> 01-201-000-0000-6241		50.00	2022 MEMBERSHIP DUES	1/20/22	Membership Dues	N
<b>136</b>	<b>3RD DISTRICT SHERIFF'S ASSOCIATION</b>		<b>50.00</b>	<b>1 Transactions</b>			
<b>13122</b>	<b>ADVANCED DOCKS &amp; LIFTS</b> 10-303-000-0000-6306		241.34	REPAIR	6967	Repair/Maint. Equip	N
<b>13122</b>	<b>ADVANCED DOCKS &amp; LIFTS</b>		<b>241.34</b>	<b>1 Transactions</b>			
<b>7588</b>	<b>ALEX RUBBISH &amp; RECYCLING INC</b> 50-000-000-0140-6290		599.73	ACCT 1478400 JAN 2022	2343591	Contracted Services.	N
<b>7588</b>	<b>ALEX RUBBISH &amp; RECYCLING INC</b>		<b>599.73</b>	<b>1 Transactions</b>			
<b>2749</b>	<b>ALVERO LLC</b> 10-302-000-0000-6500	AP	2,375.00	MAILBOX SUPPORTS	3241	Supplies	N
<b>2749</b>	<b>ALVERO LLC</b>		<b>2,375.00</b>	<b>1 Transactions</b>			
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b> 01-002-000-0000-6406		25.59	A2RJVV5AA0W1P WALL SIGN MOUNT	1PJ3-V64L-7WD3	Office Supplies	N
	01-061-000-0000-6680		1,050.00	A2RJVV5AA0W1P CISCO IP PHONES	19T3-LCH1-F9CL	Computer Hardware	N
	01-061-000-0000-6680		3,959.64	A2RJVV5AA0W1P 16TB HDDs	1FPR-W3QK-WPJG	Computer Hardware	N
	01-061-000-0000-6406		20.83	A2RJVV5AA0W1P SUPPLIES	1JVQ-4H3T-HYLR	Office Supplies	N
	01-061-000-0000-6406		137.20	A2RJVV5AA0W1P CHARGERS	1NNY-KNJP-LLK7	Office Supplies	N
	01-061-000-0000-6680		333.65	A2RJVV5AA0W1P 16TB HDD	1Q4H-KW7N-CN9D	Computer Hardware	N
	01-101-000-0000-6406		30.23	A2RJVV5AA0W1P SUPPLIES	1CN4-QJ1M-DC7Q	Office Supplies	N
	01-121-000-0000-6239		871.46	A2RJVV5AA0W1P SCANNER/KEYBRD	1NHT-KDT1-DHLP	MDVA Grant	N
	01-127-000-0000-6406		16.83	A2RJVV5AA0W1P SUPPLIES	16LD-LJ6W-11V3	Office Supplies	N
	01-201-000-0000-6406		145.27	A2RJVV5AA0W1P BATTERIES	139R-YQ9C-4QD1	Office Supplies	N
	01-201-000-0000-6406		31.54	A2RJVV5AA0W1P SUPPLIES	1DCD-P1WQ-Y4TG	Office Supplies	N

# Otter Tail County Auditor



<u>Vendor No.</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
01-201-000-0000-6406			79.48	A2RJVV5AA0WI1P SUPPLIES	1GJN-JT3H-P7QW	Office Supplies	N
01-201-000-0000-6481			315.10	A2RJVV5AA0WI1P STOCKS	1MCC-WWHR-GMX!	Radar, Weapons Etc.	N
01-201-000-0000-6680			119.98	A2RJVV5AA0WI1P 2TB HDDs	1NWN-YJQP-1R9C	Computer Hdwe And Disks	N
01-201-000-0000-6406			102.94	A2RJVV5AA0WI1P INK CARTRIDGES	1PJ3-V64L-GMP6	Office Supplies	N
01-201-000-0000-6492			229.13	A2RJVV5AA0WI1P TABLET/MOUNT	1RVQ-P3QR-KHQD	Police Equipment	N
01-201-000-0000-6492			39.38	A2RJVV5AA0WI1P SCALE/TAPE MEAS	1VRG-GTW9-77GJ	Police Equipment	N
01-250-000-0000-6491			169.99	A2RJVV5AA0WI1P FACE MASKS	1MNT-76HQ-DYT7	Jail Supplies	N
01-705-000-0000-6406			32.28	A2RJVV5AA0WI1P PENS	1G3C-RNJK-7X1M	Office Supplies	N
01-705-000-0000-6406			55.88	A2RJVV5AA0WI1P BROCHURE HOLDER	1YK1-1HVD-FT4Y	Office Supplies	N
02-214-000-0000-6491			23.90	A2RJVV5AA0WI1P STEREO SPEAKERS	1GH3-G4R1-3Q7C	General Supplies	N
02-214-000-0000-6200			13.99	A2RJVV5AA0WI1P PHONE CASE	1JTH-4YJK-DMMM	Telephone	N
02-225-000-0000-6369			24.95	A2RJVV5AA0WI1P SUPPLIES	1HD6-W1FW-361F	Miscellaneous Charges	N
10-301-000-0000-6406			23.15	ACCT #A2RJVV5AA0WI1P-SUPPLIES	1RTG-MF1X-91KF	Office Supplies	N
20-093-000-0000-6369			274.95	A2RJVV5AA0WI1P STRENGTHSFINDER	1X1M-VLM6-1N1D	Miscellaneous Charges	N
<b>14386</b>	<b>AMAZON CAPITAL SERVICES INC</b>		<b>8,127.34</b>	<b>25 Transactions</b>			
<b>12018</b>	<b>AMERICAN SOLUTIONS FOR BUSINESS</b>						
01-041-000-0000-6406			1,469.42	ACCT ASB-405522 TNT NOTICES	INV05808647	Office Supplies	N
<b>12018</b>	<b>AMERICAN SOLUTIONS FOR BUSINESS</b>		<b>1,469.42</b>	<b>1 Transactions</b>			
<b>765</b>	<b>AMERICAN WELDING &amp; GAS INC</b>						
10-304-000-0000-6572		AP	16.70	SUPPLIES	08154354	Repair And Maintenance Supplies	N
10-304-000-0000-6572		AP	428.41	SUPPLIES	08171547	Repair And Maintenance Supplies	N
<b>765</b>	<b>AMERICAN WELDING &amp; GAS INC</b>		<b>445.11</b>	<b>2 Transactions</b>			
<b>5244</b>	<b>ANOKA CO TREASURY OFFICE</b>						
01-205-000-0000-6273		DTG	2,000.00	AUTOPSY - E PHILIPPI 12/5/21	AR019370	Coroner Expense	N
01-205-000-0000-6273		DTG	2,000.00	AUTOPSY - G SCHIZZANO 12/5/21	AR019371	Coroner Expense	N
01-205-000-0000-6273			13,500.00	ACCT 128179 ME 1ST QTR FEES	M220113032	Coroner Expense	N
<b>5244</b>	<b>ANOKA CO TREASURY OFFICE</b>		<b>17,500.00</b>	<b>3 Transactions</b>			
<b>13484</b>	<b>APEX ENGINEERING GROUP INC</b>						
10-303-000-0000-6278		AP	18,795.60	PROFESSIONAL ENGINEERING SERVI	13552	Engineering & Hydrological Testing	N
10-303-000-0000-6278		AP	307.50	PROFESSIONAL ENGINEERING SERVI	13587	Engineering & Hydrological Testing	N
<b>13484</b>	<b>APEX ENGINEERING GROUP INC</b>		<b>19,103.10</b>	<b>2 Transactions</b>			
<b>13620</b>	<b>ARAMARK UNIFORM SERVICES</b>						
50-000-000-0000-6290			19.04	ACCT 160002035	252000102236	Contracted Services	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>
	50-000-000-0000-6290		19.56	ACCT 160002035	252000110175	Contracted Services N
	50-390-000-0000-6290		19.04	ACCT 160002035	252000102236	Contracted Services. N
	50-390-000-0000-6290		19.56	ACCT 160002035	252000110175	Contracted Services. N
	50-399-000-0000-6290		33.04	ACCT 160002035	252000102236	Contracted Services. N
	50-399-000-0000-6290		39.12	ACCT 160002035	252000110175	Contracted Services. N
<b>13620</b>	<b>ARAMARK UNIFORM SERVICES</b>		<b>149.36</b>	<b>6 Transactions</b>		
<b>30171</b>	<b>ASSOCIATION OF MN COUNTIES</b>					
	01-061-000-0000-6241		3,030.00	2022 MNCITLA DUES	MNCITLA2022	Membership Dues N
<b>30171</b>	<b>ASSOCIATION OF MN COUNTIES</b>		<b>3,030.00</b>	<b>1 Transactions</b>		
<b>13577</b>	<b>ATLANTIC TACTICAL INC</b>					
	01-201-000-0000-6492		102.93	ACCT 465084 RESTRAINT BELTS	SI-80760753	Police Equipment N
<b>13577</b>	<b>ATLANTIC TACTICAL INC</b>		<b>102.93</b>	<b>1 Transactions</b>		
<b>102</b>	<b>AUTO VALUE FERGUS FALLS</b>					
	10-304-000-0000-6572	AP	205.99	PARTS	5324899	Repair And Maintenance Supplies N
	10-304-000-0000-6572	AP	205.99	PARTS	5325087	Repair And Maintenance Supplies N
	10-304-000-0000-6572		31.98	PARTS	5325542	Repair And Maintenance Supplies N
	10-304-000-0000-6572		59.95	PARTS	5325638	Repair And Maintenance Supplies N
	10-304-000-0000-6572		173.99	BATTERY	5326038	Repair And Maintenance Supplies N
	10-304-000-0000-6572		83.88	SUPPLIES	5326204	Repair And Maintenance Supplies N
	10-304-000-0000-6572		149.99	BATTERY	5326264	Repair And Maintenance Supplies N
<b>102</b>	<b>AUTO VALUE FERGUS FALLS</b>		<b>911.77</b>	<b>7 Transactions</b>		
<b>410</b>	<b>AUTO VALUE PERHAM</b>					
	10-304-000-0000-6572	AP	22.20	PARTS	143127726	Repair And Maintenance Supplies N
	10-304-000-0000-6572		119.33	PARTS	143128811	Repair And Maintenance Supplies N
<b>410</b>	<b>AUTO VALUE PERHAM</b>		<b>141.53</b>	<b>2 Transactions</b>		
<b>7086</b>	<b>AXON ENTERPRISE INC</b>					
	02-219-000-0000-6369		1,531.00	ACCT 125630 TRNG CARTRIDGES	INUS046559	Miscellaneous Charges N
<b>7086</b>	<b>AXON ENTERPRISE INC</b>		<b>1,531.00</b>	<b>1 Transactions</b>		
<b>8742</b>	<b>B &amp; D FOODS</b>					
	02-705-000-1010-6290	AP	2,000.00	BLANDIN BROADBAND GRANT	2/15/22	Broadband N

# Otter Tail County Auditor



Audit List for Board

## 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>
<b>8742</b>	<b>B &amp; D FOODS</b>		<b>2,000.00</b>	<b>1 Transactions</b>		
<b>14731</b>	<b>BATTERIES PLUS BULBS</b>					
	01-112-000-0000-6572		288.92	ACCT 2189988000 BATTERIES	P48232733	Repair And Maintenance Supplies N
<b>14731</b>	<b>BATTERIES PLUS BULBS</b>		<b>288.92</b>	<b>1 Transactions</b>		
<b>5053</b>	<b>BDO USA LLP</b>					
	01-125-000-0000-6369		1,890.00	ACCT 0395170 CONSULTING SVCS	001680572	Miscellaneous Charges Y
<b>5053</b>	<b>BDO USA LLP</b>		<b>1,890.00</b>	<b>1 Transactions</b>		
<b>11153</b>	<b>BECKER CO ENVIRONMENTAL SERVICES</b>					
	50-000-000-0000-6978		1,178.40	ACCT 1801 AG PLASTIC FEES	JAN2022	Ag Plastic Expenses N
<b>11153</b>	<b>BECKER CO ENVIRONMENTAL SERVICES</b>		<b>1,178.40</b>	<b>1 Transactions</b>		
<b>1386</b>	<b>BECKLUND OIL INC</b>					
	10-304-000-0000-6565		2,776.24	DIESEL FUEL	39793	Fuels - Diesel N
<b>1386</b>	<b>BECKLUND OIL INC</b>		<b>2,776.24</b>	<b>1 Transactions</b>		
<b>1755</b>	<b>BEN HOLZER UNLIMITED WATER LLC</b>					
	50-000-000-0110-6290		10.00	COOLER RENT	8670	Contracted Services. Y
	50-000-000-0130-6290		10.00	COOLER RENT	8778	Contracted Services. Y
<b>1755</b>	<b>BEN HOLZER UNLIMITED WATER LLC</b>		<b>20.00</b>	<b>2 Transactions</b>		
<b>31803</b>	<b>BEYER BODY SHOP INC</b>					
	01-201-000-0000-6396	AP	250.00	TOW CF 21029952 9/27/21	36441	Special Investigation N
	10-304-000-0000-6306		700.00	TOWING	35878	Repair/Maint. Equip N
<b>31803</b>	<b>BEYER BODY SHOP INC</b>		<b>950.00</b>	<b>2 Transactions</b>		
<b>31780</b>	<b>BLUFFTON OIL CO</b>					
	10-304-000-0000-6565		2,034.67	DIESEL FUEL	75407	Fuels - Diesel N
<b>31780</b>	<b>BLUFFTON OIL CO</b>		<b>2,034.67</b>	<b>1 Transactions</b>		
<b>24</b>	<b>BRANDON COMMUNICATIONS INC</b>					
	10-304-000-0000-6315		98.77	RADIO REPAIR, UNIT #781	INV-31816	Radio Repair Charges N
<b>24</b>	<b>BRANDON COMMUNICATIONS INC</b>		<b>98.77</b>	<b>1 Transactions</b>		
<b>386</b>	<b>BRAUN INTERTEC CORPORATION</b>					

# Otter Tail County Auditor



Audit List for Board

## 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>	
	10-303-000-0000-6278	AP	55.00	ENGINEERING PROFESSIONAL SERVI	B280377	Engineering & Hydrological Testing	N
<b>386</b>	<b>BRAUN INTERTEC CORPORATION</b>		<b>55.00</b>	<b>1 Transactions</b>			
<b>3957</b>	<b>BRAUN VENDING INC</b>						
	10-304-000-0000-6252		9.00	DRINKING WATER	139731	Water And Sewage	N
	10-304-000-0000-6252		7.00	DRINKING WATER	139732	Water And Sewage	N
<b>3957</b>	<b>BRAUN VENDING INC</b>		<b>16.00</b>	<b>2 Transactions</b>			
<b>10371</b>	<b>BRIAN'S REPAIR INC</b>						
	10-304-000-0000-6306		307.50	REPAIR	42228	Repair/Maint. Equip	N
	10-304-000-0000-6572		39.25	TIRE REPAIR	42349	Repair And Maintenance Supplies	N
	50-000-000-0000-6978		477.31	TIRES FOR AG PLASTIC TRUCK	42560	Ag Plastic Expenses	N
<b>10371</b>	<b>BRIAN'S REPAIR INC</b>		<b>824.06</b>	<b>3 Transactions</b>			
<b>267</b>	<b>BROGARD PLUMBING HTG &amp; EXC INC</b>						
	10-304-000-0000-6300		378.55	LABOR TO CHECK HEATER-REPLACED	36529	Building And Grounds Maintenance	N
<b>267</b>	<b>BROGARD PLUMBING HTG &amp; EXC INC</b>		<b>378.55</b>	<b>1 Transactions</b>			
<b>3319</b>	<b>BUSHMAN/JOHN</b>						
	10-302-000-0000-6331		14.79	MEALS - 2/2/2022		Meals And Lodging	N
	10-302-000-0000-6331		13.11	MEALS - 1/31/2022		Meals And Lodging	N
<b>3319</b>	<b>BUSHMAN/JOHN</b>		<b>27.90</b>	<b>2 Transactions</b>			
<b>3423</b>	<b>BUY-MOR PARTS &amp; SERVICE LLC</b>						
	50-000-000-0000-6978		188.76	ACCT C00837 #1772 REPAIR	066719	Ag Plastic Expenses	Y
	50-399-000-0000-6304		171.57	ACCT 100331 #17377 REPAIR	066583	Repair And Maint-Vehicles	Y
	50-399-000-0000-6304		657.76	ACCT 100331 #11805 SERVICE	066584	Repair And Maint-Vehicles	Y
<b>3423</b>	<b>BUY-MOR PARTS &amp; SERVICE LLC</b>		<b>1,018.09</b>	<b>3 Transactions</b>			
<b>6842</b>	<b>CARDINAL CONSULTING SOLUTIONS</b>						
	02-284-000-0000-6290		4,585.29	YOUTH WORKFORCE HRS/MILEAGE	2111	Contracted Services	N
<b>6842</b>	<b>CARDINAL CONSULTING SOLUTIONS</b>		<b>4,585.29</b>	<b>1 Transactions</b>			
<b>2464</b>	<b>CAROLINA SOFTWARE INC</b>						
	50-000-000-0110-6290		150.00	WASTEWORCS SUPPORT	81916	Contracted Services.	N
	50-000-000-0120-6290		150.00	WASTEWORCS SUPPORT	81916	Contracted Services.	N
	50-000-000-0130-6290		150.00	WASTEWORCS SUPPORT	81916	Contracted Services.	N

# Otter Tail County Auditor



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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>	
	50-000-000-0150-6290		150.00	WASTEWORX SUPPORT	81916	Contracted Services.	N
	50-000-000-0170-6290		150.00	WASTEWORX SUPPORT	81916	Contracted Services.	N
	51-000-000-0000-6290		1,600.00	WASTEWORX/WIZARD SUPPORT	81916	Contracted Services	N
<b>2464</b>	<b>CAROLINA SOFTWARE INC</b>		<b>2,350.00</b>	<b>6 Transactions</b>			
<b>32518</b>	<b>CARR'S LAKE COUNTRY SUPERMARKET</b>						
	10-304-000-0000-6565		241.83	DIESEL FUEL	170286	Fuels - Diesel	N
<b>32518</b>	<b>CARR'S LAKE COUNTRY SUPERMARKET</b>		<b>241.83</b>	<b>1 Transactions</b>			
<b>1227</b>	<b>CARR'S TREE SERVICE INC</b>						
	10-302-000-0000-6350		597.00	TREE REMOVAL	124651	Maintenance Contractor	N
<b>1227</b>	<b>CARR'S TREE SERVICE INC</b>		<b>597.00</b>	<b>1 Transactions</b>			
<b>8930</b>	<b>CERTIFIED AUTO REPAIR</b>						
	01-201-000-0000-6304		33.32	UNIT 1704 OIL CHANGE	50229	Repair And Maintenance	N
	01-201-000-0000-6304		1,050.61	UNIT 1704 EXHAUST MANIFOLD	50266	Repair And Maintenance	N
	01-201-000-0000-6304		36.30	UNIT 1708 OIL CHANGE	50298	Repair And Maintenance	N
	01-201-000-0000-6304		33.32	UNIT 1703 OIL CHANGE	50333	Repair And Maintenance	N
	01-201-000-0000-6304		33.32	UNIT 2005 OIL CHANGE	50501	Repair And Maintenance	N
	10-304-000-0000-6306		39.28	OIL CHANGE	50545	Repair/Maint. Equip	N
<b>8930</b>	<b>CERTIFIED AUTO REPAIR</b>		<b>1,226.15</b>	<b>6 Transactions</b>			
<b>12058</b>	<b>CLEAN SWEEP COMMERCIAL SERVICES</b>						
	01-112-000-0000-6310		525.00	WINDOW CLEANING JAN 2022	PA 046617	Outside Vendor Services	Y
	50-000-000-0000-6290		1,183.00	OFFICE CLEANING JAN 2022	PA 046618	Contracted Services	Y
<b>12058</b>	<b>CLEAN SWEEP COMMERCIAL SERVICES</b>		<b>1,708.00</b>	<b>2 Transactions</b>			
<b>9087</b>	<b>CODE 4 SERVICES INC</b>						
	01-201-000-0000-6315		313.50	UNIT 1602 REMOVED EQUIPMENT	6868	Radio Repair Charges	N
	01-201-000-0000-6304		113.25	UNIT 2009 LIGHTBAR REPAIRS	6870	Repair And Maintenance	N
	01-201-000-0000-6304		52.25	UNIT 1803 REPLACED ARM-REST	6878	Repair And Maintenance	N
	01-201-000-0000-6315		52.25	UNIT 2001 INSTALL CAMERA/RADIO	6879	Radio Repair Charges	N
	01-201-000-0000-6315		5,069.81	UNIT 2101 INITIAL UP-FIT	6900	Radio Repair Charges	N
<b>9087</b>	<b>CODE 4 SERVICES INC</b>		<b>5,601.06</b>	<b>5 Transactions</b>			
<b>5114</b>	<b>COLLINS LAWN CARE &amp; LANDSCAPING INC</b>						
	10-302-000-0000-6350		150.00	PLOW BRIDGE 1/5/2022 (2 TIMES)	6608-31	Maintenance Contractor	N



# Otter Tail County Auditor



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## COMMISSIONER'S VOUCHERS ENTRIES

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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>	
	10-302-000-0000-6350		75.00	PLOW BRIDGE 1/23/2022	6608-31	Maintenance Contractor	N
	10-302-000-0000-6350		75.00	PLOW BRIDGE 1/19/2022	6608-31	Maintenance Contractor	N
	10-302-000-0000-6350		75.00	PLOW BRIDGE 1/14/2022	6608-31	Maintenance Contractor	N
<b>5114</b>	<b>COLLINS LAWN CARE &amp; LANDSCAPING INC</b>		<b>375.00</b>	<b>4 Transactions</b>			
<b>7479</b>	<b>CONCEPT CATERING</b>						
	02-219-000-0000-6369		205.00	MEALS FOR USE OF FORCE TRNG	532426	Miscellaneous Charges	N
<b>7479</b>	<b>CONCEPT CATERING</b>		<b>205.00</b>	<b>1 Transactions</b>			
<b>32603</b>	<b>COOPER'S OFFICE SUPPLY INC</b>						
	01-002-000-0000-6406		30.59	ACCT 2189988076 STORAGE BOXES	457490	Office Supplies	N
	01-031-000-0000-6406		36.72	ACCT 2189988076 PENS/REFILLS	457327	Office Supplies	N
	01-031-000-0000-6406		31.06	ACCT 2189988076 POCKET FOLDERS	457336	Office Supplies	N
	01-041-000-0000-6406		26.70	ACCT 2189988030 CALC RIBBON	457489	Office Supplies	N
	01-043-000-0000-6406		33.55	ACCT 2189988030 DIVIDERS	457489	Office Supplies	N
	01-044-000-0000-6406		74.37	ACCT 2189988010 SUPPLIES	457112	Office Supplies	N
	01-101-000-0000-6677		2,929.49	ACCT 2189988140 STORAGE LOCKER	457399	Office Furniture And Equipment-Minor	N
	01-127-000-0000-6677		389.00	ACCT 2189988310 CHAIR	457464	Office Furniture And Equipment-Minor	N
	01-149-000-0000-6406		98.24	ACCT 2189988076 BUSINESS CARDS	457443	Office Supplies	N
	01-201-000-0000-6406		22.34	ACCT 2189988555 STAPLE REMOVER	457380	Office Supplies	N
	01-201-000-0000-6406	AP	148.57	ACCT 2189988555 SUPPLIES	457431	Office Supplies	N
	01-601-000-0000-6406		29.12	ACCT 2189988760 SUPPLIES	457381	Office Supplies	N
	01-705-000-0000-6406		45.00	ACCT 2189988076 LAMINATING	457454	Office Supplies	N
	10-301-000-0000-6406		32.95	REPLACEMENT LOCK & KEY	457370	Office Supplies	N
	10-301-000-0000-6406		20.00	FUNITURE INSTALLATION	457370	Office Supplies	N
<b>32603</b>	<b>COOPER'S OFFICE SUPPLY INC</b>		<b>3,947.70</b>	<b>15 Transactions</b>			
<b>6240</b>	<b>CREATIVE FORMS &amp; CONCEPTS INC</b>						
	01-041-000-0000-6406		111.89	1099-G FORMS	119275	Office Supplies	N
	01-041-000-0000-6406		136.22	1099 FORMS COPY A	119297	Office Supplies	N
<b>6240</b>	<b>CREATIVE FORMS &amp; CONCEPTS INC</b>		<b>248.11</b>	<b>2 Transactions</b>			
<b>3710</b>	<b>CULLIGAN OF DETROIT LAKES</b>						
	10-304-000-0000-6252		21.20	267-10279727-6 - DRINKING WATE	1-1-2-28-2022	Water And Sewage	N
	10-304-000-0000-6252		10.60	267-10279628-6 - DRINKING WATE	2-1-28-2022	Water And Sewage	N
	10-304-000-0000-6252		10.60	267-00083618-4 - DRINKING WATE	2-1-28-2022	Water And Sewage	N
<b>3710</b>	<b>CULLIGAN OF DETROIT LAKES</b>		<b>42.40</b>	<b>3 Transactions</b>			

# Otter Tail County Auditor



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<b>5407</b>	<b>CULLIGAN OF ELBOW LAKE</b>						
	50-000-000-0170-6290		27.00	ACCT 327-00028118-5	12/31/21	Contracted Services.	N
<b>5407</b>	<b>CULLIGAN OF ELBOW LAKE</b>		<b>27.00</b>	<b>1 Transactions</b>			
<b>2364</b>	<b>CULLIGAN OF WADENA</b>						
	10-304-000-0000-6252		8.75	267-09835992-5 - DRINKING WATE	2-1-28-2022	Water And Sewage	N
	10-304-000-0000-6252		8.75	267-06512875-8 - DRINKING WATE	2-1-28-2022	Water And Sewage	N
	10-304-000-0000-6252		8.75	267-01575380-4 - DRINKING WATE	2-1-28-2022	Water And Sewage	N
	50-000-000-0120-6290		11.50	ACCT 26703388972-1	1/31/22	Contracted Services.	N
<b>2364</b>	<b>CULLIGAN OF WADENA</b>		<b>37.75</b>	<b>4 Transactions</b>			
<b>9018</b>	<b>D &amp; T VENTURES LLC</b>						
	01-043-000-0000-6342		700.00	ENHANCEMENTS TO CREDIT CLERK	301534	Service Agreements/Technical Support	N
<b>9018</b>	<b>D &amp; T VENTURES LLC</b>		<b>700.00</b>	<b>1 Transactions</b>			
<b>36</b>	<b>DACOTAH PAPER CO</b>						
	50-000-000-0170-6485		72.38	ACCT 227162 PAPER TOWELS	39431	Custodian Supplies	N
	50-399-000-0000-6453		316.50	ACCT 227162 GLOVES	47389	Ppe & Safety Equip.&Supplies	N
<b>36</b>	<b>DACOTAH PAPER CO</b>		<b>388.88</b>	<b>2 Transactions</b>			
<b>6708</b>	<b>DAKOTA WHOLESALE TIRE INC</b>						
	01-201-000-0000-6304		613.60	ACCT 5146 TIRES FOR UNIT 1201	598455	Repair And Maintenance	N
	01-201-000-0000-6304		584.04	ACCT 5146 TIRES FOR UNIT 1802	599759	Repair And Maintenance	N
	01-201-000-0000-6304		600.88	ACCT 5146 #2004 TIRES	601304	Repair And Maintenance	N
	01-201-000-0000-6304		584.04	ACCT 5146 #1801 TIRES	601612	Repair And Maintenance	N
<b>6708</b>	<b>DAKOTA WHOLESALE TIRE INC</b>		<b>2,382.56</b>	<b>4 Transactions</b>			
<b>1496</b>	<b>DAN'S TOWING &amp; REPAIR</b>						
	01-201-000-0000-6304		42.95	UNIT 1801 OIL CHANGE	56021	Repair And Maintenance	N
	01-201-000-0000-6304		19.00	UNIT 1801 TIRE REPAIR	56122	Repair And Maintenance	N
	01-201-000-0000-6304		1,152.65	UNIT 2004 BRAKES & ROTORS	56130	Repair And Maintenance	N
	10-304-000-0000-6306		46.70	OIL CHANGE	56126	Repair/Maint. Equip	N
<b>1496</b>	<b>DAN'S TOWING &amp; REPAIR</b>		<b>1,261.30</b>	<b>4 Transactions</b>			
<b>9672</b>	<b>DEANS DISTRIBUTING</b>						
	10-304-000-0000-6565		3,084.84	DELO 400 10W30	198561	Fuels - Diesel	N
	10-304-000-0000-6565		508.20	DEL GR EP #2 4/10	198561	Fuels - Diesel	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>	
	10-304-000-0000-6565		821.64	DEF FLUID	198561	Fuels - Diesel	N
	10-304-000-0000-6565		936.00	ATF MD-3 BULK	198561	Fuels - Diesel	N
	10-304-000-0000-6565		533.82	DEF FLUID	198562	Fuels - Diesel	N
	10-304-000-0000-6565		787.20	DEF FLUID	198563	Fuels - Diesel	N
<b>9672</b>	<b>DEANS DISTRIBUTING</b>		<b>6,671.70</b>	<b>6 Transactions</b>			
<b>1261</b>	<b>DENZEL'S REGION WASTE INC</b>						
	09-507-510-0000-6253		141.57	ACCT 1122 GARBAGE 2/1-4/30	2/1/22	Garbage	N
	10-304-000-0000-6253		154.44	ACCT #1068 - WASTE DISPOSAL	2-1-28-2022	Garbage	N
<b>1261</b>	<b>DENZEL'S REGION WASTE INC</b>		<b>296.01</b>	<b>2 Transactions</b>			
<b>16217</b>	<b>DHS DCT ARC 476</b>						
	01-013-000-0000-6276		977.50	REPEAT OFFENDER ASSESSMENT	114698-1	Professional Services	N
<b>16217</b>	<b>DHS DCT ARC 476</b>		<b>977.50</b>	<b>1 Transactions</b>			
<b>33013</b>	<b>DICK'S STANDARD</b>						
	01-201-000-0000-6304		255.00	WINCH OUT UNIT 2102 1/23/22	85616	Repair And Maintenance	N
<b>33013</b>	<b>DICK'S STANDARD</b>		<b>255.00</b>	<b>1 Transactions</b>			
<b>15993</b>	<b>DONOHO/MICHAEL</b>						
	01-123-000-0000-6140		90.00	BA - PER DIEM	1/13/22	Per Diem	Y
	01-123-000-0000-6330		46.80	BA - MILEAGE	1/13/22	Mileage	Y
<b>15993</b>	<b>DONOHO/MICHAEL</b>		<b>136.80</b>	<b>2 Transactions</b>			
<b>11391</b>	<b>DOUBLE A CATERING</b>						
	01-002-000-0000-6369		35.00	SNACKS FOR BOARD MTG 1/25/22	1/25/22	Miscellaneous Charges	N
<b>11391</b>	<b>DOUBLE A CATERING</b>		<b>35.00</b>	<b>1 Transactions</b>			
<b>12429</b>	<b>DOUGLAS CO JAIL</b>						
	01-250-000-0000-6390		1,140.00	19 DAYS BOARDING - D MANZI	JANUARY-22	Board Of Prisoners	N
<b>12429</b>	<b>DOUGLAS CO JAIL</b>		<b>1,140.00</b>	<b>1 Transactions</b>			
<b>6487</b>	<b>DUININCK CONCRETE LLC</b>						
	10-302-000-0000-6505		5,494.51	WINTER SAND - 477.78 TONS NEW	110455	Aggregates	N
	10-302-000-0000-6505		1,440.16	WINTER SAND - 125.23 TONS NEW	110490	Aggregates	N
<b>6487</b>	<b>DUININCK CONCRETE LLC</b>		<b>6,934.67</b>	<b>2 Transactions</b>			

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<b>6541</b>	<b>EAST SIDE OIL COMPANIES</b>					
	10-304-000-0000-6572		45.00	USED OIL TRANSPORATION FEE	R97255	Repair And Maintenance Supplies N
<b>6541</b>	<b>EAST SIDE OIL COMPANIES</b>		<b>45.00</b>	<b>1 Transactions</b>		
<b>941</b>	<b>EGGE CONSTRUCTION INC</b>					
	50-000-000-0150-6290	AP	2,160.00	SNOW REMOVAL 11/14/21-1/4/22	32833	Contracted Services. N
<b>941</b>	<b>EGGE CONSTRUCTION INC</b>		<b>2,160.00</b>	<b>1 Transactions</b>		
<b>5485</b>	<b>EHLERS &amp; ASSOCIATES INC</b>					
	35-005-000-0000-6750		380.00	2021 DISCLOSURE REPORTING FEE	89616	Interest And Fiscal Fees N
	35-100-000-0000-6750		380.00	2021 DISCLOSURE REPORTING FEE	89616	Interest And Fiscal Fees N
	35-250-000-0000-6750		380.00	2021 DISCLOSURE REPORTING FEE	89616	Interest And Fiscal Fees N
	35-303-000-0000-6750		380.00	2021 DISCLOSURE REPORTING FEE	89616	Interest And Fiscal Fees N
	35-500-000-0000-6750		380.00	2021 DISCLOSURE REPORTING FEE	89616	Interest & Fiscal Fees Sheriff's Outpost N
	35-600-000-0000-6750		1,900.00	2021 DISCLOSURE REPORTING FEE	89616	Interest and Fees PLMSWA N
<b>5485</b>	<b>EHLERS &amp; ASSOCIATES INC</b>		<b>3,800.00</b>	<b>6 Transactions</b>		
<b>5430</b>	<b>EIFERT/DANA</b>					
	13-012-000-0000-6369	AP	60.00	LAW LIBRARY HOURS DEC 2021	DEC2021	Miscellaneous Charges Y
<b>5430</b>	<b>EIFERT/DANA</b>		<b>60.00</b>	<b>1 Transactions</b>		
<b>6948</b>	<b>ELITE INSULATION INC</b>					
	01-112-101-0000-6572		2,300.00	INSULATION REPAIRS	EI-789-1	Repair And Maintenance Supplies N
<b>6948</b>	<b>ELITE INSULATION INC</b>		<b>2,300.00</b>	<b>1 Transactions</b>		
<b>6309</b>	<b>ENVIROTECH SERVICES INC</b>					
	10-302-000-0000-6516	AP	2,724.75	MELTDOWN APEX	CD202204584	Magnesium Chloride N
	10-302-000-0000-6516	AP	4,637.50	MELTDOWN APEX	CD202204585	Magnesium Chloride N
<b>6309</b>	<b>ENVIROTECH SERVICES INC</b>		<b>7,362.25</b>	<b>2 Transactions</b>		
<b>15756</b>	<b>ESTEP-LARSON/SARAH</b>					
	01-091-000-0000-6330	AP	38.08	MILEAGE - SEP MEETING	12/14/21	Mileage N
<b>15756</b>	<b>ESTEP-LARSON/SARAH</b>		<b>38.08</b>	<b>1 Transactions</b>		
<b>364</b>	<b>EVERTS LUMBER CO</b>					
	10-302-000-0000-6500		3.82	SUPPLIES	2201-019490	Supplies N
	10-302-000-0000-6500		0.02	SUPPLIES	2201-019495	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>	
	10-302-000-0000-6500		11.99	SUPPLIES	2201-019636	Supplies	N
	10-304-000-0000-6572		134.99	SUPPLIES	2201-019918	Repair And Maintenance Supplies	N
<b>364</b>	<b>EVERTS LUMBER CO</b>		<b>150.82</b>	<b>4 Transactions</b>			
<b>13742</b>	<b>EXTRA PACKAGING LLC</b>						
	01-205-000-0000-6369		1,196.81	BODY BAGS	107622	Miscellaneous Charges	N
<b>13742</b>	<b>EXTRA PACKAGING LLC</b>		<b>1,196.81</b>	<b>1 Transactions</b>			
<b>3297</b>	<b>FARGO GLASS &amp; PAINT CO INC</b>						
	50-000-000-0000-6300		1,635.00	ACCT 153680 SERVICE	SI027158	Building And Grounds Maintenance	N
<b>3297</b>	<b>FARGO GLASS &amp; PAINT CO INC</b>		<b>1,635.00</b>	<b>1 Transactions</b>			
<b>35594</b>	<b>FARMERS CO-OP OIL</b>						
	10-304-000-0000-6251		1,628.55	PROPANE	39303	Gas And Oil - Utility	N
	10-304-000-0000-6251		762.75	PROPANE	39413	Gas And Oil - Utility	N
<b>35594</b>	<b>FARMERS CO-OP OIL</b>		<b>2,391.30</b>	<b>2 Transactions</b>			
<b>35011</b>	<b>FERGUS FALLS DAILY JOURNAL</b>						
	01-002-000-0000-6240	AP	436.08	ACCT 537730 TAX ABATE HEARING	461550	Publishing & Advertising	N
	01-002-000-0000-6240	AP	517.85	ACCT 530695 BOC MINUTES 11.23	465533	Publishing & Advertising	N
	01-002-000-0000-6240	AP	81.77	ACCT 530695 BOC MINUTES 12.01	465546	Publishing & Advertising	N
	01-002-000-0000-6240		545.10	ACCT 530694 '22 SUMMARY BUDGET	471811	Publishing & Advertising	N
	01-031-000-0000-6436		202.00	ACCT 529337 COUNTY ASSESSOR	476269	New hire start up cost	N
	01-031-000-0000-6436		246.00	ACCT 529337 FIN ASST SUPERVIS	476299	New hire start up cost	N
	01-031-000-0000-6436		214.00	ACCT 529337 SOCIAL WORKER	477481	New hire start up cost	N
	01-031-000-0000-6436		214.00	ACCT 529337 OFFICE SUPPORT	477485	New hire start up cost	N
	01-031-000-0000-6436		202.00	ACCT 529337 ELIGIBILITY WORKER	478124	New hire start up cost	N
	01-123-000-0000-6240		63.60	ACCT 530697 BA MTG 1/13/22	471754	Publishing & Advertising	N
	09-507-510-0000-6651	AP	72.68	ACCT 524115 PM RESTORATION	462629	Construction Contracts	N
	10-303-000-0000-6240	AP	122.65	ACCT #524115-NOTICE TO BIDDERS	454492	Publishing & Advertising	N
	10-303-000-0000-6240	AP	272.55	ACCT #524115-NOTICE TO BIDDERS	458357	Publishing & Advertising	N
	10-303-000-0000-6240	AP	122.65	ACCT #524115-NOTICE TO BIDDERS	461560	Publishing & Advertising	N
<b>35011</b>	<b>FERGUS FALLS DAILY JOURNAL</b>		<b>3,312.93</b>	<b>14 Transactions</b>			
<b>57</b>	<b>FERGUS FALLS/CITY OF</b>						
	01-112-000-0000-6369		31.00	ACCT 251400 WASTE DISPOSAL	200548	Miscellaneous Charges	N

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<b>57</b>	<b>FERGUS FALLS/CITY OF</b>		<b>31.00</b>	<b>1 Transactions</b>		
<b>32679</b>	<b>FERGUS FALLS/CITY OF</b>					
	01-705-000-0000-6369		50.00	ACCT 18155 ZONING LETTER	35834	Miscellaneous Charges N
	01-705-000-0000-6369		50.00	ACCT 18155 ZONING LETTER	35835	Miscellaneous Charges N
	50-000-000-0170-6863	DTG	720.00	ACCT 18240 LEACHATE DEC 2021	35825	Leachate Disposal N
	50-000-000-0170-6863		810.00	ACCT 18240 LEACHATE JAN 2022	35841	Leachate Disposal N
<b>32679</b>	<b>FERGUS FALLS/CITY OF</b>		<b>1,630.00</b>	<b>4 Transactions</b>		
<b>35018</b>	<b>FERGUS TIRE CENTER INC</b>					
	01-250-000-0000-6399		77.00	TIRE REPAIR ON SKID STEER	376805	Sentence To Serve N
<b>35018</b>	<b>FERGUS TIRE CENTER INC</b>		<b>77.00</b>	<b>1 Transactions</b>		
<b>13636</b>	<b>FIDLAR TECHNOLOGIES INC</b>					
	02-103-000-0000-6369	AP	3,302.76	LAREDO USAGE AUG 2021	0228531-IN	Miscellaneous Charges N
	02-103-000-0000-6369	AP	3,409.00	LAREDO USAGE DEC 2021	0229455-IN	Miscellaneous Charges N
<b>13636</b>	<b>FIDLAR TECHNOLOGIES INC</b>		<b>6,711.76</b>	<b>2 Transactions</b>		
<b>2967</b>	<b>FLODEN/BRENT</b>					
	01-250-000-0000-6331	AP	36.00	MEALS - SUPERVISOR TRNG	12/13/21	Meals And Lodging N
<b>2967</b>	<b>FLODEN/BRENT</b>		<b>36.00</b>	<b>1 Transactions</b>		
<b>2497</b>	<b>FORCE AMERICA DISTRIBUTING LLC</b>					
	10-304-000-0000-6572		1,555.48	PARTS	001-1603914	Repair And Maintenance Supplies N
<b>2497</b>	<b>FORCE AMERICA DISTRIBUTING LLC</b>		<b>1,555.48</b>	<b>1 Transactions</b>		
<b>15050</b>	<b>FRANZ REPROGRAPHICS INC</b>					
	10-303-000-0000-6342		26.25	SERVICE AGREEMENT - HP PRINTER	237835-0	Service Agreements N
<b>15050</b>	<b>FRANZ REPROGRAPHICS INC</b>		<b>26.25</b>	<b>1 Transactions</b>		
<b>3628</b>	<b>FRONTIER PRECISION INC</b>					
	10-303-000-0000-6342		94.50	FIRMWARE MAINTENANCE	246092	Service Agreements N
	10-303-000-0000-6342		106.86	HARDWARE MAINTENANCE	246092	Service Agreements N
<b>3628</b>	<b>FRONTIER PRECISION INC</b>		<b>201.36</b>	<b>2 Transactions</b>		
<b>2</b>	<b>G &amp; R CONTROLS INC</b>					
	01-112-101-0000-6572	AP	795.20	ACCT OTT100 MODULATION SIGNALS	127506	Repair And Maintenance Supplies N

# Otter Tail County Auditor



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<b>2</b>	<b>G &amp; R CONTROLS INC</b>		<b>795.20</b>	<b>1 Transactions</b>			
<b>392</b>	<b>GALLS LLC</b>						
	01-201-000-0000-6526		8.20	ACCT 1002151493 REPLACE BUCKLE	020135166 11971	Uniforms PETERSON/PAUL	N
	01-201-000-0000-6526		64.24	ACCT 1002151493 TACTICAL PANTS	020157266	Uniforms	N
	01-201-000-0000-6526		68.35	ACCT 1002151493 SWEATER	020265896	Uniforms	N
	01-201-000-0000-6526		73.80	ACCT 1002151493 CUFFS/GLOVES	020265927	Uniforms	N
	01-201-000-0000-6526		2,044.21	ACCT 1000121548 NIGHT VISION	020269042 11583	Uniforms PETERSON/CHRIS	N
	01-201-000-0000-6526		96.36	ACCT 1002151493 FLEECE JACKET	020279964	Uniforms	N
	01-201-000-0000-6526		176.18	ACCT 1002151493 BOOTS	020291508	Uniforms	N
	01-201-000-0000-6526		366.42	ACCT 1002151493 SHIRTS/BELT	020323502	Uniforms	N
	01-250-000-0000-6526		155.03	ACCT 5287917 APEX PANTS	020143715	Uniforms	N
	01-250-000-0000-6526		94.25	ACCT 5287917 UNIFORM ITEMS	020201682	Uniforms	N
	01-250-000-0000-6526		106.97	ACCT 5287917 FLASHLIGHTS	020208375	Uniforms	N
	01-250-000-0000-6526		24.97	ACCT 5287917 POCKET TROUSERS	020218812	Uniforms	N
	01-250-000-0000-6526		195.67	ACCT 5287917 UNIFORM ITEMS	020218813	Uniforms	N
	01-250-000-0000-6526		298.40	ACCT 5287917 UNIFORM ITEMS	020228976	Uniforms	N
	01-250-000-0000-6526		97.58	ACCT 5287917 HEATGEAR SHIRTS	020229571	Uniforms	N
	01-250-000-0000-6526		160.85	ACCT 5287917 SOFTSHELL JACKET	020245820	Uniforms	N
	01-250-000-0000-6526		55.80	ACCT 5287917 SHOES	020269005	Uniforms	N
	01-250-000-0000-6526		158.74	ACCT 5287917 PANTS	020291504	Uniforms	N
	01-250-000-0000-6526		103.53	ACCT 5287917 DUTY BOOTS	020291509	Uniforms	N
	01-250-000-0000-6526		96.72	ACCT 5287917 DUTY HOLSTER	020291652	Uniforms	N
<b>392</b>	<b>GALLS LLC</b>		<b>4,446.27</b>	<b>20 Transactions</b>			
<b>5066</b>	<b>GODFATHER'S EXTERMINATING INC</b>						
	50-000-000-0170-6290		127.75	ACCT 12465 RODENT CONTROL	178151	Contracted Services.	N
<b>5066</b>	<b>GODFATHER'S EXTERMINATING INC</b>		<b>127.75</b>	<b>1 Transactions</b>			
<b>14619</b>	<b>GOVERNMENT FORMS &amp; SUPPLIES</b>						
	01-101-000-0000-6406		135.48	MN DOC SECURITY PAPER	0331896	Office Supplies	N
<b>14619</b>	<b>GOVERNMENT FORMS &amp; SUPPLIES</b>		<b>135.48</b>	<b>1 Transactions</b>			
<b>52564</b>	<b>GRAINGER INC</b>						
	01-112-109-0000-6572		416.84	ACCT 813640729 BELTS/FILTERS	9175854968	Repair And Maintenance Supplies	N
	01-112-000-0000-6572		758.81	ACCT 813640729 SUPPLIES	9180472145	Repair And Maintenance Supplies	N

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## COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-112-000-0000-6572		1,133.08 ACCT 813640729 SENSOR ASSEMBLY	9188632344	Repair And Maintenance Supplies	N
	50-000-000-0000-6848		4,642.12 ACCT 832582571 SUPPLIES	9175083519	Public Education	N
	50-000-000-0000-6981		570.16 ACCT 832582571 CONTAINERS	9175138693	Organic Grant Expense	N
<b>52564</b>	<b>GRAINGER INC</b>		<b>7,521.01</b>		<b>5 Transactions</b>	
<b>6921</b>	<b>HAIBY/DUANE &amp; CAROL</b>					
	09-507-570-4000-6683		1,710.00 P - JOB #4000 PARCEL 13	2/15/22	Right Of Way, Etc. WEST	N
	09-507-570-4000-6683		1,982.50 T - JOB #4000 PARCEL 13	2/15/22	Right Of Way, Etc. WEST	N
	09-507-570-4000-6683		3,457.50 D - JOB #4000 PARCEL 13	2/15/22	Right Of Way, Etc. WEST	N
<b>6921</b>	<b>HAIBY/DUANE &amp; CAROL</b>		<b>7,150.00</b>		<b>3 Transactions</b>	
<b>5211</b>	<b>HARMONIOUS ARCHITECTURE LLC</b>					
	02-705-000-1010-6290 AP		2,000.00 BLANDIN BROADBAND GRANT	2/15/22	Broadband	G
<b>5211</b>	<b>HARMONIOUS ARCHITECTURE LLC</b>		<b>2,000.00</b>		<b>1 Transactions</b>	
<b>9453</b>	<b>HAWES SEPTIC TANK PUMPING LLC</b>					
	01-112-109-0000-6572		100.00 ACCT OT SHERIFF HOLDING TANK	32695	Repair And Maintenance Supplies	N
<b>9453</b>	<b>HAWES SEPTIC TANK PUMPING LLC</b>		<b>100.00</b>		<b>1 Transactions</b>	
<b>37755</b>	<b>HEALTHCARE ENVIRONMENTAL SERVICES I</b>					
	01-250-000-0000-6432		130.20 ACCT 325 WASTE DISPOSAL	61212	Medical Incarcerated	N
<b>37755</b>	<b>HEALTHCARE ENVIRONMENTAL SERVICES I</b>		<b>130.20</b>		<b>1 Transactions</b>	
<b>37037</b>	<b>HENNEPIN CO SHERIFF</b>					
	01-091-000-0000-6369		240.00 56-CR-21-1337 SUBPOENA SERVICE	22000300	Miscellaneous Charges	N
	01-091-000-0000-6369		80.00 21G-96V SUBPOENA SERVICE	22000467	Miscellaneous Charges	N
<b>37037</b>	<b>HENNEPIN CO SHERIFF</b>		<b>320.00</b>		<b>2 Transactions</b>	
<b>6914</b>	<b>HERMAN/CRYSTAL</b>					
	01-091-000-0000-6273		15.21 MILEAGE - ESTATE MEETING	1/13/22	Collections Officer Expenses	N
<b>6914</b>	<b>HERMAN/CRYSTAL</b>		<b>15.21</b>		<b>1 Transactions</b>	
<b>453</b>	<b>HONEYWELL INTERNATIONAL INC</b>					
	01-112-101-0000-6342		2,301.38 ACCT 535849 CONTROLS	5258717039	Service Agreements	N
<b>453</b>	<b>HONEYWELL INTERNATIONAL INC</b>		<b>2,301.38</b>		<b>1 Transactions</b>	
<b>3372</b>	<b>HOTSY MINNESOTA</b>					



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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>	
	10-304-000-0000-6572		71.55	PARTS	11786	Repair And Maintenance Supplies	N
<b>3372</b>	<b>HOTSY MINNESOTA</b>		<b>71.55</b>	<b>1 Transactions</b>			
<b>5835</b>	<b>HOUSTON ENGINEERING INC</b>						
	09-507-570-4002-6278	AP	1,982.50	R005197-0031 SILENT LAKE SEG	0057752	Engineering & Hydrological SILENT	N
	09-507-570-4001-6278	AP	1,988.75	R005197-0031 CONSTRUCT ADMIN	0057753	Engineering & Hydrological MCDONALD	N
	09-507-570-4004-6278	AP	376.25	R005197-0031 ENVIRO REVIEW	0057753	Engineering & Hydrological MAPLEWOOD	N
	09-507-570-4004-6278	AP	5,313.75	R005197-0031 FINAL DESIGN	0057753	Engineering & Hydrological MAPLEWOOD	N
	09-507-570-4004-6278	AP	54,698.25	R005197-0034 MAPLEWOOD	0057764	Engineering & Hydrological MAPLEWOOD	N
	10-303-000-0000-6278	AP	868.00	PROFESSIONAL ENGINEERING SERVI	0057762	Engineering & Hydrological Testing	N
<b>5835</b>	<b>HOUSTON ENGINEERING INC</b>		<b>65,227.50</b>	<b>6 Transactions</b>			
<b>13649</b>	<b>INDIGITAL INC</b>						
	02-102-000-0000-6369		1,362.61	SCANNING SERVICE 1/10/22	12817	Miscellaneous Charges	N
	02-102-000-0000-6369		1,445.54	SCANNING SERVICE 1/17/22	12820	Miscellaneous Charges	N
	02-102-000-0000-6369		1,432.17	SCANNING SERVICE 1/21/22	12832	Miscellaneous Charges	N
	02-102-000-0000-6369		1,283.06	SCANNING SERVICE 2/1/22	12836	Miscellaneous Charges	N
<b>13649</b>	<b>INDIGITAL INC</b>		<b>5,523.38</b>	<b>4 Transactions</b>			
<b>38100</b>	<b>INNOVATIVE OFFICE SOLUTIONS LLC</b>						
	01-201-000-0000-6406		141.12	ACCT 9988526 SUPPLIES	SUM-065369	Office Supplies	N
	50-000-000-0000-6406		169.05	ACCT 565373 SUPPLIES	SUM-065356	Office Supplies	N
<b>38100</b>	<b>INNOVATIVE OFFICE SOLUTIONS LLC</b>		<b>310.17</b>	<b>2 Transactions</b>			
<b>6968</b>	<b>INTERNATIONAL ECON DEVELOPMENT COU</b>						
	23-705-000-0000-6242		252.50	ACCT 325944 REGISTRATION	102441	Registration Fees	N
<b>6968</b>	<b>INTERNATIONAL ECON DEVELOPMENT COU</b>		<b>252.50</b>	<b>1 Transactions</b>			
<b>12716</b>	<b>INTERSTATE POWER SYSTEMS INC</b>						
	10-304-000-0000-6572		278.37	PARTS	C002091285:01	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		572.65	PARTS	C002091315:01	Repair And Maintenance Supplies	N
<b>12716</b>	<b>INTERSTATE POWER SYSTEMS INC</b>		<b>851.02</b>	<b>2 Transactions</b>			
<b>8908</b>	<b>J.P. COOKE CO</b>						
	01-201-000-0000-6406		80.15	DATE STAMPER	710809	Office Supplies	N
<b>8908</b>	<b>J.P. COOKE CO</b>		<b>80.15</b>	<b>1 Transactions</b>			

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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>	
<b>11098</b>	<b>JAKE'S JOHNS LLC</b>					
	50-000-000-0130-6290		240.00 TOILET RENTAL/CLEANING	111120	Contracted Services.	1
	50-000-000-0110-6290		160.00 TOILET RENTAL	111121	Contracted Services.	1
<b>11098</b>	<b>JAKE'S JOHNS LLC</b>		<b>400.00 2 Transactions</b>			
<b>39324</b>	<b>JK SPORTS INC</b>					
	01-201-000-0000-6526	AP	611.00 EMBROIDERED CLOTHING	93205	Uniforms	N
<b>39324</b>	<b>JK SPORTS INC</b>		<b>611.00 1 Transactions</b>			
<b>10894</b>	<b>JOHNSON FEED INC</b>					
	10-302-000-0000-6514		2,457.19 SALT - 25.80 TONS BATTLE LAKE	131761	Salt	N
	10-302-000-0000-6514		2,480.05 SALT - 26.04 TONS BATTLE LAKE	131768	Salt	N
	10-302-000-0000-6514		2,496.24 SALT - 26.21 TONS BATTLE LAKE	131772	Salt	N
	10-302-000-0000-6514		2,595.29 SALT - 27.25 TONS NEW YORK MIL	131776	Salt	N
	10-302-000-0000-6514		2,382.90 SALT - 25.02 TONS NEW YORK MIL	131778	Salt	N
	10-302-000-0000-6514		2,415.29 SALT - 25.36 TONS NEW YORK MIL	131779	Salt	N
	10-302-000-0000-6514		2,381.00 SALT - 25 TONS NEW YORK MILLS	131780	Salt	N
	10-302-000-0000-6514		2,421.00 SALT - 25.42 TONS NEW YORK MIL	131781	Salt	N
	10-302-000-0000-6514		2,381.00 SALT - 25 TONS NEW YORK MILLS	131782	Salt	N
<b>10894</b>	<b>JOHNSON FEED INC</b>		<b>22,009.96 9 Transactions</b>			
<b>6913</b>	<b>JOHNSON/ASHLEY M</b>					
	10-303-000-0000-6683		882.96 T-SAP 056-641-011, NEG. A		Right Of Way, Ect.	Y
<b>6913</b>	<b>JOHNSON/ASHLEY M</b>		<b>882.96 1 Transactions</b>			
<b>6824</b>	<b>JOHNSON/MARK T</b>					
	01-123-000-0000-6140		180.00 BA - PER DIEM	1/13/22	Per Diem	N
	01-123-000-0000-6330		50.31 BA - MILEAGE	1/13/22	Mileage	N
<b>6824</b>	<b>JOHNSON/MARK T</b>		<b>230.31 2 Transactions</b>			
<b>10408</b>	<b>JONES LAW OFFICE</b>					
	01-013-000-0000-6262	AP	230.00 56-P9-01-723 S COX	1974835	Public Defender	Y
	01-013-000-0000-6262	AP	30.00 56-PR-17-691 D DEFIEL	1974836	Public Defender	Y
	01-013-000-0000-6262	AP	140.00 56-PR-20-676 A RANDKLEV	1974837	Public Defender	Y
	01-013-000-0000-6262	AP	30.00 56-PR-10-950 T TORELL	1974838	Public Defender	Y
<b>10408</b>	<b>JONES LAW OFFICE</b>		<b>430.00 4 Transactions</b>			

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<b>5550</b>	<b>JORGENSON/MICHELLE</b>						
	01-091-000-0000-6369	AP	51.00	56-CR-21-1395 TRANSCRIPT	11/23/21	Miscellaneous Charges	Y
<b>5550</b>	<b>JORGENSON/MICHELLE</b>		<b>51.00</b>	<b>1 Transactions</b>			
<b>1002</b>	<b>KIMBALL MIDWEST</b>						
	10-304-000-0000-6572		1,350.32	PARTS	9516994	Repair And Maintenance Supplies	N
<b>1002</b>	<b>KIMBALL MIDWEST</b>		<b>1,350.32</b>	<b>1 Transactions</b>			
<b>6288</b>	<b>LAKE &amp; HOME MAGAZINE</b>						
	23-705-000-0000-6240		799.00	AD CONSTRUCTION GUIDE	1/29/22	Publishing & Advertising	N
<b>6288</b>	<b>LAKE &amp; HOME MAGAZINE</b>		<b>799.00</b>	<b>1 Transactions</b>			
<b>6950</b>	<b>LAKE REGION BUILDERS ASSOCIATION</b>						
	23-705-000-0000-6241		525.00	MEMBERSHIP DUES	11393	Membership Dues	N
<b>6950</b>	<b>LAKE REGION BUILDERS ASSOCIATION</b>		<b>525.00</b>	<b>1 Transactions</b>			
<b>5278</b>	<b>LAKE REGION ELECTRIC COOP (HWY DEPT)</b>						
	10-303-000-0000-6683		15,789.07	UTILITY RELOCATION	15151	Right Of Way, Ect.	N
<b>5278</b>	<b>LAKE REGION ELECTRIC COOP (HWY DEPT)</b>		<b>15,789.07</b>	<b>1 Transactions</b>			
<b>79</b>	<b>LAKE REGION HEALTHCARE</b>						
	01-201-000-0000-6433	AP	96.00	LAB WORK CFS 21039836 11/26/21	4034889-0001	Special Medical	N
	01-201-000-0000-6433	AP	96.00	LAB WORK CFS 21040772 12/5/21	4041242-0001	Special Medical	N
	01-201-000-0000-6433	AP	96.00	LAW WORK CFS 21041372 12/11/21	4046749-0001	Special Medical	N
	01-201-000-0000-6433	AP	96.00	LAB WORK CFS 21042457 12/21/21	4053857-0001	Special Medical	N
	01-205-000-0000-6273	AP	1,028.00	ACCT OTAUD AUTOPSY ASSIST	IVC00001957	Coroner Expense	N
	01-205-000-0000-6273	AP	175.00	ACCT OTAUD TECH SERVICES	IVC00001960	Coroner Expense	N
<b>79</b>	<b>LAKE REGION HEALTHCARE</b>		<b>1,587.00</b>	<b>6 Transactions</b>			
<b>25146</b>	<b>LAKELAND MENTAL HEALTH CENTER</b>						
	01-091-000-0000-6270		70.00	ACCT 301997 TRIAL PREP	1/10/22	Misc Professional-Expert Witness	6
<b>25146</b>	<b>LAKELAND MENTAL HEALTH CENTER</b>		<b>70.00</b>	<b>1 Transactions</b>			
<b>10350</b>	<b>LAKES AREA COOPERATIVE</b>						
	01-112-000-0000-6560		47.76	ACCT 020318 REGULAR 1/6/22	1432	Gasoline & Oil	N
	01-112-000-0000-6560		18.44	ACCT 020318 PREMIUM 1/6/22	1433	Gasoline & Oil	N
	01-112-000-0000-6560		44.12	ACCT 020318 REGULAR 1/19/22	1444	Gasoline & Oil	N

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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>	
	01-112-000-0000-6560		27.67 ACCT 020318 REGULAR 1/28/22	1452	Gasoline & Oil	N
	01-112-000-0000-6560		17.90 ACCT 020318 PREMIUM 1/28/22	1453	Gasoline & Oil	N
	09-507-510-0000-6251		399.74 ACCT 700285 LP GAS COMMERCIAL	61450	Gas And Oil - Utility	N
	09-507-510-0000-6251		30.00 ACCT 700285 TANK RENT	7244	Gas And Oil - Utility	N
	50-000-000-0110-6565		190.65 ACCT 009080 FIELDMASTER 1/13	13191	Fuels	N
	50-000-000-0130-6565		244.90 ACCT 009080 FIELDMASTER 1/28	132525	Fuels	N
	50-000-000-0130-6565		1,009.80 ACCT 009080 LP GAS COMMERCIAL	69731	Fuels	N
<b>10350</b>	<b>LAKES AREA COOPERATIVE</b>		<b>2,030.98</b>		<b>10 Transactions</b>	
<b>5612</b>	<b>LAKES COFFEE LLC</b>					
	01-112-000-0000-6687		808.30 COFFEE BREWER/DECANTERS	16551	Equipment- Current Year	N
<b>5612</b>	<b>LAKES COFFEE LLC</b>		<b>808.30</b>		<b>1 Transactions</b>	
<b>6939</b>	<b>LAKES COUNTRY HEATING &amp; AIR CONDITIOI</b>					
	10-304-000-0000-6300	AP	2,000.00 FALL MAINTENANCE FOR HEATING E	INV318	Building And Grounds Maintenance	N
	10-304-000-0000-6300		572.00 REPAIR FURNACE	INV350	Building And Grounds Maintenance	N
	10-304-000-0000-6300		1,139.67 REPAIR FURNACE	INV351	Building And Grounds Maintenance	N
	10-304-000-0000-6300		1,830.48 REPAIR FURNACE	INV352	Building And Grounds Maintenance	N
<b>6939</b>	<b>LAKES COUNTRY HEATING &amp; AIR CONDITIOI</b>		<b>5,542.15</b>		<b>4 Transactions</b>	
<b>41450</b>	<b>LAKES COUNTRY SERVICE COOP</b>					
	01-002-000-0000-6241		350.00 ACCT 36093 CCOGA MEMBERSHIP	94997	Membership Dues	N
	01-201-000-0000-6433	AP	29.50 ACCT 36093 DRUG TEST 12/13/21	95087	Special Medical	N
	10-302-000-0000-6369		177.00 RANDOM DRUG TESTING/PRE EMPLOY	94942	Miscellaneous Charges	N
	50-000-000-0000-6290	AP	29.50 ACCT 36093 DRUG TEST	94942	Contracted Services	N
<b>41450</b>	<b>LAKES COUNTRY SERVICE COOP</b>		<b>586.00</b>		<b>4 Transactions</b>	
<b>14614</b>	<b>LANDS' END BUSINESS OUTFITTERS</b>					
	01-201-000-0000-6526		100.90 ACCT 3233808 TROUSERS	SIN9867049	Uniforms	N
<b>14614</b>	<b>LANDS' END BUSINESS OUTFITTERS</b>		<b>100.90</b>		<b>1 Transactions</b>	
<b>12921</b>	<b>LANGE/MICHAEL</b>					
	01-201-000-0000-6526		450.00 SRO OPTIC FOR HANDGUN	1/17/22	Uniforms	N
<b>12921</b>	<b>LANGE/MICHAEL</b>		<b>450.00</b>		<b>1 Transactions</b>	
<b>81</b>	<b>LARRY OTT INC TRUCK SERVICE</b>					
	50-399-000-0000-6291		600.00 CARDBOARD 1/11/22	74674	Contract Transportation	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>
	50-399-000-0000-6291		600.00	CARDBOARD 1/13/22	74675	Contract Transportation N
	50-399-000-0000-6291		600.00	CARDBOARD 1/18/22	74678	Contract Transportation N
	50-399-000-0000-6291		600.00	CARDBOARD 1/19/22	74679	Contract Transportation N
	50-399-000-0000-6291		600.00	CARDBOARD 1/26/22	74718	Contract Transportation N
	50-399-000-0000-6291		600.00	CARDBOARD 1/28/22	74865	Contract Transportation N
<b>81</b>	<b>LARRY OTT INC TRUCK SERVICE</b>		<b>3,600.00</b>	<b>6 Transactions</b>		
<b>15078</b>	<b>LARSON/DOUG</b>					
	01-123-000-0000-6140		90.00	BA - PER DIEM	1/13/22	Per Diem Y
<b>15078</b>	<b>LARSON/DOUG</b>		<b>90.00</b>	<b>1 Transactions</b>		
<b>1020</b>	<b>LAWSON PRODUCTS INC</b>					
	10-304-000-0000-6572		1,071.81	PARTS	9309167553	Repair And Maintenance Supplies N
<b>1020</b>	<b>LAWSON PRODUCTS INC</b>		<b>1,071.81</b>	<b>1 Transactions</b>		
<b>11658</b>	<b>LEE/THOMAS</b>					
	01-123-000-0000-6140		180.00	BA - PER DIEM	1/13/22	Per Diem Y
	01-123-000-0000-6330		47.97	BA - MILEAGE	1/13/22	Mileage Y
<b>11658</b>	<b>LEE/THOMAS</b>		<b>227.97</b>	<b>2 Transactions</b>		
<b>198</b>	<b>LEIGHTON BROADCASTING - FERGUS FALLS</b>					
	50-000-000-0000-6240		105.00	SW ADS - BISON FOOTBALL	181629-5	Publishing & Advertising N
<b>198</b>	<b>LEIGHTON BROADCASTING - FERGUS FALLS</b>		<b>105.00</b>	<b>1 Transactions</b>		
<b>3867</b>	<b>LINDE GAS &amp; EQUIPMENT INC</b>					
	50-399-000-0000-6565		496.70	ACCT 71928252 PROPANE	68699764	Fuels N
<b>3867</b>	<b>LINDE GAS &amp; EQUIPMENT INC</b>		<b>496.70</b>	<b>1 Transactions</b>		
<b>1022</b>	<b>LITTLE FALLS MACHINE INC</b>					
	10-304-000-0000-6572		3,747.70	PARTS	362914	Repair And Maintenance Supplies N
	10-304-000-0000-6572		409.53	PARTS	362982	Repair And Maintenance Supplies N
<b>1022</b>	<b>LITTLE FALLS MACHINE INC</b>		<b>4,157.23</b>	<b>2 Transactions</b>		
<b>41638</b>	<b>LOCATORS &amp; SUPPLIES INC</b>					
	50-399-000-0000-6453		155.40	ACCT 23-52A28 GLOVES	02972373-IN	Ppe & Safety Equip.&Supplies N
<b>41638</b>	<b>LOCATORS &amp; SUPPLIES INC</b>		<b>155.40</b>	<b>1 Transactions</b>		

# Otter Tail County Auditor



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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>
<b>511</b>	<b>M-R SIGN CO INC</b>					
	10-302-000-0000-6515		329.40	SIGNS	215056	Signs And Posts N
	10-302-000-0000-6515		159.57	SIGNS	215057	Signs And Posts N
	10-302-000-0000-6515		947.70	SIGNS	215104	Signs And Posts N
	10-303-000-0000-6501	AP	1,458.13	SIGNS	214780	Engineering And Surveying Supplies N
	10-303-000-0000-6501		32.32	SIGNS	215055	Engineering And Surveying Supplies N
	10-303-000-0000-6501		258.56	SIGNS	215105	Engineering And Surveying Supplies N
<b>511</b>	<b>M-R SIGN CO INC</b>		<b>3,185.68</b>	<b>6 Transactions</b>		
<b>36132</b>	<b>MARCO INC ST LOUIS</b>					
	01-061-000-0000-6342		816.24	ACCT 35700038 CN 500-0656561	463333948	Service Agreements N
<b>36132</b>	<b>MARCO INC ST LOUIS</b>		<b>816.24</b>	<b>1 Transactions</b>		
<b>2721</b>	<b>MARCO TECHNOLOGIES LLC</b>					
	01-061-000-0000-6342		2,149.33	ACCT OT00 CN 115529-04	INV9564246	Service Agreements N
	01-061-000-0000-6406		208.55	ACCT OT00 STAPLES FOR COPIER	INV9602030	Office Supplies N
<b>2721</b>	<b>MARCO TECHNOLOGIES LLC</b>		<b>2,357.88</b>	<b>2 Transactions</b>		
<b>9117</b>	<b>MARIPOSA PUBLISHING</b>					
	13-012-000-0000-6455		82.26	ACCT OTT012 2022 MN UPDATE	IN742966	Reference Books & Literature N
<b>9117</b>	<b>MARIPOSA PUBLISHING</b>		<b>82.26</b>	<b>1 Transactions</b>		
<b>16072</b>	<b>MARTHALER/TERENCE</b>					
	01-123-000-0000-6140		90.00	BA - PER DIEM	1/13/22	Per Diem Y
	01-123-000-0000-6330		38.61	BA - MILEAGE	1/13/22	Mileage Y
<b>16072</b>	<b>MARTHALER/TERENCE</b>		<b>128.61</b>	<b>2 Transactions</b>		
<b>88</b>	<b>MATTHEW BENDER &amp; COMPANY INC</b>					
	13-012-000-0000-6455	AP	238.10	ACCT 0396506001 REFERENCES	29165628	Reference Books & Literature N
<b>88</b>	<b>MATTHEW BENDER &amp; COMPANY INC</b>		<b>238.10</b>	<b>1 Transactions</b>		
<b>5811</b>	<b>MAVERICK DRONE SYSTEMS</b>					
	01-201-000-0000-6492		403.22	FLIGHT BATTERIES FOR DRONE	9011	Police Equipment N
<b>5811</b>	<b>MAVERICK DRONE SYSTEMS</b>		<b>403.22</b>	<b>1 Transactions</b>		
<b>3699</b>	<b>MCAA</b>					
	01-092-000-0000-6241		7,151.00	2022 MCAA DUES	22087	Membership Dues N

# Otter Tail County Auditor



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
<b>3699</b>	<b>MCAA</b>		<b>7,151.00</b>	<b>1 Transactions</b>			
<b>14277</b>	<b>MCCONN/CHRISTOPHER</b>						
	50-000-000-0000-6330		270.27	MILEAGE - REDWING ASH MONOFILL	1/21/22	Mileage	N
	50-000-000-0000-6331		29.96	MEALS - RED WING/WADENA MTGS	1/25/22	Meals And Lodging	N
	50-000-000-0000-6331	AP	15.59	MEAL - TODD CO MTG	12/21/21	Meals And Lodging	N
<b>14277</b>	<b>MCCONN/CHRISTOPHER</b>		<b>315.82</b>	<b>3 Transactions</b>			
<b>2582</b>	<b>MCHRMA - AMC</b>						
	01-031-000-0000-6241		75.00	ID 8963 INDIVIDUAL MEMBERSHIP	12/17/21 8990	Membership Dues RETZLAFF/STEPHANIE	N
<b>2582</b>	<b>MCHRMA - AMC</b>		<b>75.00</b>	<b>1 Transactions</b>			
<b>546</b>	<b>MCIT</b>						
	01-149-000-0000-6354		556.00	ACCT 1140 ADD DRONE	6517	Insurance Claims	N
	23-705-000-0000-6355		2,309.00	ACCT 7639 PC RENEWAL	19343R	Liability Insurance	N
<b>546</b>	<b>MCIT</b>		<b>2,865.00</b>	<b>2 Transactions</b>			
<b>10115</b>	<b>MCKESSON MEDICAL-SURGICAL INC</b>						
	01-250-000-0000-6432	AP	61.39	ACCT 5006836 MEDICAL SUPPLIES	18831674	Medical Incarcerated	N
	01-250-000-0000-6432		781.31	ACCT 5006836 MEDICAL SUPPLIES	18987071	Medical Incarcerated	N
	01-250-000-0000-6432		256.51	ACCT 5006836 MEDICAL SUPPLIES	19007652	Medical Incarcerated	N
<b>10115</b>	<b>MCKESSON MEDICAL-SURGICAL INC</b>		<b>1,099.21</b>	<b>3 Transactions</b>			
<b>10425</b>	<b>MEND CORRECTIONAL CARE</b>						
	01-250-000-0000-6449		12,033.50	HEALTHCARE SERVICES FEB 2022	6443	Medical Agreements	6
<b>10425</b>	<b>MEND CORRECTIONAL CARE</b>		<b>12,033.50</b>	<b>1 Transactions</b>			
<b>5193</b>	<b>MERCANTILE ON MAIN</b>						
	02-705-000-1010-6290	AP	2,000.00	BLANDIN BROADBAND GRANT	2/15/22	Broadband	G
<b>5193</b>	<b>MERCANTILE ON MAIN</b>		<b>2,000.00</b>	<b>1 Transactions</b>			
<b>5469</b>	<b>MIDWEST BUS PARTS INC</b>						
	10-304-000-0000-6572		124.30	PARTS	163961	Repair And Maintenance Supplies	N
<b>5469</b>	<b>MIDWEST BUS PARTS INC</b>		<b>124.30</b>	<b>1 Transactions</b>			
<b>948</b>	<b>MIDWEST MACHINERY CO</b>						

# Otter Tail County Auditor



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## COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Rpt	Account/Formula	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name	1099
			50-000-000-0130-6306		91.72	ACCT 169818 CYLINDER		9011724		Repair/Maint. Equip		N
<b>948</b>	<b>MIDWEST MACHINERY CO</b>				<b>91.72</b>	<b>1 Transactions</b>						
<b>6072</b>	<b>MINNEAPOLIS FORENSIC PYSCH SVCS LLC</b>											
			01-013-000-0000-6276	AP	1,500.00	56-JV-21-675 L JOHNSTON EVAL		11/23/21		Professional Services		6
<b>6072</b>	<b>MINNEAPOLIS FORENSIC PYSCH SVCS LLC</b>				<b>1,500.00</b>	<b>1 Transactions</b>						
<b>42863</b>	<b>MINNESOTA MOTOR COMPANY</b>											
			01-044-000-0000-6304		40.95	ACCT 2607 OIL CHANGE		791670		Repair And Maintenance		N
			01-127-000-0000-6304		56.05	ACCT 998312 OIL CHANGE		793020		Repair & Maintenance		N
<b>42863</b>	<b>MINNESOTA MOTOR COMPANY</b>				<b>97.00</b>	<b>2 Transactions</b>						
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>											
			01-091-000-0000-6342	AP	46.00	ACCT 1143-10 SHREDDING SERVICE		430142		Service Agreements		N
			01-121-000-0000-6369	AP	28.00	ACCT 3347 SHREDDING SERVICE		430517		Miscellaneous Charges		N
			01-201-000-0000-6342	AP	114.00	ACCT 1159 SHREDDING/TOTE		430147		Service Agreements		N
<b>7661</b>	<b>MINNKOTA ENVIRO SERVICES INC</b>				<b>188.00</b>	<b>3 Transactions</b>						
<b>1048</b>	<b>MN CO ENGINEERS ASSOC</b>											
			10-301-000-0000-6241		550.00	2022 NACE MEMBERSHIP DUES				Membership Dues		N
			10-301-000-0000-6241		250.00	2022 MCEA MEMBERSHIP DUES		CHARLES GROTT		Membership Dues		N
			10-303-000-0000-6241		50.00	2022 MCEA MEMBERSHIP DUES		CRAIG TSCHIDA		Membership Dues		N
			10-303-000-0000-6241		50.00	2022 MCEA MEMBERSHIP DUES		MATTHEW YAVARC		Membership Dues		N
<b>1048</b>	<b>MN CO ENGINEERS ASSOC</b>				<b>900.00</b>	<b>4 Transactions</b>						
<b>43022</b>	<b>MN DEPT OF HUMAN SERVICES</b>											
			01-063-000-0000-6210	DTG	458.57	ACCT 14431200 POSTAGE SERVICE		A300IC56227I		Postage Meter		N
<b>43022</b>	<b>MN DEPT OF HUMAN SERVICES</b>				<b>458.57</b>	<b>1 Transactions</b>						
<b>7256</b>	<b>MN DEPT OF NATURAL RESOURCES - OMB</b>											
			10-303-000-0000-6369		3,000.00	WATER USE PERMIT				Miscellaneous Charges		N
<b>7256</b>	<b>MN DEPT OF NATURAL RESOURCES - OMB</b>				<b>3,000.00</b>	<b>1 Transactions</b>						
<b>1051</b>	<b>MN DEPT OF PUBLIC SAFETY</b>											
			10-304-000-0000-6369		25.00	HAZARDOUS CHEMICAL FEE		M-116012		Miscellaneous Charges		N
			10-304-000-0000-6369		25.00	HAZARDOUS CHEMICAL FEE		M-121333		Miscellaneous Charges		N
			10-304-000-0000-6369		25.00	HAZARDOUS CHEMICAL FEE		M-121338		Miscellaneous Charges		N



# Otter Tail County Auditor



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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>
<b>1051</b>	<b>MN DEPT OF PUBLIC SAFETY</b>		<b>75.00</b>	<b>3 Transactions</b>		
<b>6967</b>	<b>MN INTER-COUNTY ASSOCIATION</b>					
	01-002-000-0000-6242		75.00	2022 MICA MTG REGISTRATION	2/2/22	Registration Fees N
	01-031-000-0000-6242		75.00	2022 MICA MTG REGISTRATION	2/2/22	Registration Fees N
<b>6967</b>	<b>MN INTER-COUNTY ASSOCIATION</b>		<b>150.00</b>	<b>2 Transactions</b>		
<b>565</b>	<b>MN STATE AUDITOR</b>					
	01-045-000-0000-6266	DTG	11,714.00	AUDIT SERVICES 9/15/21-1/4/22	71492	Audit Cost N
<b>565</b>	<b>MN STATE AUDITOR</b>		<b>11,714.00</b>	<b>1 Transactions</b>		
<b>567</b>	<b>MN STATE LAW LIBRARY</b>					
	13-012-000-0000-6455		300.00	2022 CLLP SUBSCRIPTION	2022-140	Reference Books & Literature N
<b>567</b>	<b>MN STATE LAW LIBRARY</b>		<b>300.00</b>	<b>1 Transactions</b>		
<b>548</b>	<b>MNCCC LOCKBOX</b>					
	01-061-000-0000-6346		1,222.22	2022 CORRECTIONS GROUP DUES	2201146	Mccc Fees N
	01-061-000-0000-6346		99.36	ADOBE PRO DC LICENSES	2201457	Mccc Fees N
<b>548</b>	<b>MNCCC LOCKBOX</b>		<b>1,321.58</b>	<b>2 Transactions</b>		
<b>6012</b>	<b>MOORE ENGINEERING INC</b>					
	10-303-000-0000-6278		5,963.75	ENGINEERING PROFESSIONAL SERVI	29054	Engineering & Hydrological Testing N
	10-303-000-0000-6683		2,012.50	ROW ACQUISITIONS	29054	Right Of Way, Ect. N
<b>6012</b>	<b>MOORE ENGINEERING INC</b>		<b>7,976.25</b>	<b>2 Transactions</b>		
<b>373</b>	<b>NAPA CENTRAL</b>					
	10-304-000-0000-6572		101.21	ACCT #19512 - PARTS	575676	Repair And Maintenance Supplies N
	10-304-000-0000-6572		2.15	ACCT #87205 - PARTS	644648	Repair And Maintenance Supplies N
	10-304-000-0000-6572		32.11	ACCT #13025 - PARTS	824564	Repair And Maintenance Supplies N
	10-304-000-0000-6572		111.53	ACCT #13025 - PARTS	825801	Repair And Maintenance Supplies N
	10-304-000-0000-6572		180.88	ACCT #13025 - PARTS	825802	Repair And Maintenance Supplies N
	10-304-000-0000-6572		14.28	ACCT #13025 - PARTS	826131	Repair And Maintenance Supplies N
	10-304-000-0000-6406		19.74	ACCT #13025 - SUPPLIES	826245	Office Supplies N
	10-304-000-0000-6572		60.68	ACCT #13025 - PARTS	826245	Repair And Maintenance Supplies N
	10-304-000-0000-6572		45.60	ACCT #13025 - PARTS	826427	Repair And Maintenance Supplies N
	50-399-000-0000-6306		48.18	ACCT 13050 IND BELT	826448	Repair/Maint. Equip 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>
<b>373</b>	<b>NAPA CENTRAL</b>		<b>616.36</b>	<b>10 Transactions</b>		
<b>43227</b>	<b>NELSON AUTO CENTER INC</b>					
	01-705-000-0000-6560		49.45	ACCT OTTE021 OIL CHANGE	6260353	Gasoline & Oil - Vehicle N
	10-304-000-0000-6572		31.04	PARTS	5064024	Repair And Maintenance Supplies N
	10-304-000-0000-6306		58.05	OIL CHANGE	6260729	Repair/Maint. Equip N
	14-201-000-0000-6687		36,561.10	2021 FORD F150 RESPONDER	FM270	Equipment-Current Year N
<b>43227</b>	<b>NELSON AUTO CENTER INC</b>		<b>36,699.64</b>	<b>4 Transactions</b>		
<b>595</b>	<b>NETWORK SERVICES COMPANY</b>					
	01-112-108-0000-6485		566.70	ACCT 655-790197 SUPPLIES	51486	Custodian Supplies N
	01-112-000-0000-6485		638.13	ACCT 655-790197 SUPPLIES	55189	Custodian Supplies N
<b>595</b>	<b>NETWORK SERVICES COMPANY</b>		<b>1,204.83</b>	<b>2 Transactions</b>		
<b>14655</b>	<b>NEWVILLE/DARREN</b>					
	01-123-000-0000-6140		180.00	BA - PER DIEM	1/13/22	Per Diem Y
	01-123-000-0000-6330		87.75	BA - MILEAGE	1/13/22	Mileage Y
<b>14655</b>	<b>NEWVILLE/DARREN</b>		<b>267.75</b>	<b>2 Transactions</b>		
<b>6006</b>	<b>NORTHERN SAFETY TECHNOLOGY INC</b>					
	10-304-000-0000-6572		313.20	PARTS	53439	Repair And Maintenance Supplies N
<b>6006</b>	<b>NORTHERN SAFETY TECHNOLOGY INC</b>		<b>313.20</b>	<b>1 Transactions</b>		
<b>1066</b>	<b>NORTHERN STATES SUPPLY INC</b>					
	10-302-000-0000-6515	AP	870.93	SUPPLIES	1565667	Signs And Posts N
	10-302-000-0000-6515	AP	9.26	SUPPLIES	1566471	Signs And Posts N
	10-302-000-0000-6515		285.00	SUPPLIES	1568957	Signs And Posts N
	10-302-000-0000-6572		17.94	PARTS	1569606	Repair And Maintenance Supplies N
	10-302-000-0000-6515		13.36	SUPPLIES	1571128	Signs And Posts N
	10-304-000-0000-6572		216.72	PARTS	1570374	Repair And Maintenance Supplies N
	10-304-000-0000-6572		17.55	PARTS	1570441	Repair And Maintenance Supplies N
<b>1066</b>	<b>NORTHERN STATES SUPPLY INC</b>		<b>1,395.66</b>	<b>7 Transactions</b>		
<b>14257</b>	<b>NORTHLAND FIRE PROTECTION</b>					
	01-112-101-0000-6342		250.00	CLNOTTCH SERVICE & RECERT	47860	Service Agreements N
	01-112-108-0000-6342		250.00	CLNOTTG5B520 SERVICE & RECERT	47861	Service Agreements N
	01-112-104-0000-6342		250.00	CLNOTTG5B SERVICE & RECERT	47862	Service Agreements 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>
<b>14257</b>	<b>NORTHLAND FIRE PROTECTION</b>		<b>750.00</b>	<b>3 Transactions</b>		
<b>6407</b>	<b>NORTHWEST TIRE INC</b>					
	01-201-000-0000-6304		594.76	ACCT 57522 #1906 TIRES	27002803	Repair And Maintenance N
	01-201-000-0000-6304		179.95	ACCT 57522 #1308 BATTERY	27002923	Repair And Maintenance N
	50-000-000-0000-6304		39.10	ACCT 57521 OIL CHANGE	27002899	Repair And Maintenance N
<b>6407</b>	<b>NORTHWEST TIRE INC</b>		<b>813.81</b>	<b>3 Transactions</b>		
<b>14616</b>	<b>O'DAY EQUIPMENT, LLC</b>					
	01-112-109-0000-6342		630.37	ACCT 0896801 SMART CONTRACT	SRVCE0102588	Service Agreements Y
<b>14616</b>	<b>O'DAY EQUIPMENT, LLC</b>		<b>630.37</b>	<b>1 Transactions</b>		
<b>612</b>	<b>OLSON OIL CO INC</b>					
	10-304-000-0000-6565		51.97	GAUGE STICK	16048	Fuels - Diesel N
	10-304-000-0000-6565		167.27	DIESEL FUEL	5387-2	Fuels - Diesel N
	50-000-000-0170-6565		1,019.73	ACCT 22631 RED DIESEL 1/26/22	67062	Fuels - Diesel N
<b>612</b>	<b>OLSON OIL CO INC</b>		<b>1,238.97</b>	<b>3 Transactions</b>		
<b>3758</b>	<b>OLSON TIRE &amp; OIL</b>					
	01-112-000-0000-6304		470.19	ALTERNATOR/BATTERY/OIL CHG	023941	Repair And Maintenance-Vehicle N
	01-201-000-0000-6304	AP	50.00	UNIT 1501 OIL CHANGE	023884	Repair And Maintenance N
	01-201-000-0000-6304		95.00	UNIT 1804 OIL CHG/ROTATE TIRES	023894	Repair And Maintenance N
	01-201-000-0000-6304		175.00	UNIT 1710 OIL CHG/MOUNT TIRES	023902	Repair And Maintenance N
	01-201-000-0000-6304		269.89	UNIT 2108 BATTERY/MOUNT TIRES	023913	Repair And Maintenance N
	01-201-000-0000-6304		1,016.33	UNIT 1502 AXLE SHAFT/BEARINGS	023918	Repair And Maintenance N
	01-201-000-0000-6304		50.00	UNIT 2006 OIL CHANGE	023930	Repair And Maintenance N
<b>3758</b>	<b>OLSON TIRE &amp; OIL</b>		<b>2,126.41</b>	<b>7 Transactions</b>		
<b>6969</b>	<b>OLSON/JAMES</b>					
	01-121-000-0000-6241		75.00	2022 NWMACVSO DUES	2/2/22	Membership Dues N
<b>6969</b>	<b>OLSON/JAMES</b>		<b>75.00</b>	<b>1 Transactions</b>		
<b>10890</b>	<b>OTTER ELECTRIC LLC</b>					
	01-112-109-0000-6572		599.69	INSTALL POWER FOR DROP SCREENS	13745	Repair And Maintenance Supplies N
	01-112-000-0000-6572		480.00	INSTALLED NEW TOPS ON FLAGPOLE	13946	Repair And Maintenance Supplies N
	01-112-108-0000-6673		3,250.00	WIRING FOR NEW CUBICLES	13957	Remodeling Projects N
	17-112-108-0000-6671		6,100.00	WIRING FOR NEW BOILER/PUMPS	13742	GSC Master Facility Construction Project 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>	
<b>10890</b>	<b>OTTER ELECTRIC LLC</b>		<b>10,429.69</b>	<b>4 Transactions</b>			
<b>624</b>	<b>OTTER TAIL LAKES COUNTRY ASSOCIATION</b>						
	01-122-000-0000-6369		2,000.00	AD IN 2022 OTLCA MAGAZINE	INV-1701	Miscellaneous Charges	N
<b>624</b>	<b>OTTER TAIL LAKES COUNTRY ASSOCIATION</b>		<b>2,000.00</b>	<b>1 Transactions</b>			
<b>2385</b>	<b>OTTER TAIL POWER COMPANY</b>						
	01-031-000-0000-6406		127.61	ACCT 64615 ADMIN MEMOPADS	8019784	Office Supplies	N
	23-705-000-0000-6240		50.10	ACCT 64615 BIG BUILD HANDOUT	8019688	Publishing & Advertising	N
<b>2385</b>	<b>OTTER TAIL POWER COMPANY</b>		<b>177.71</b>	<b>2 Transactions</b>			
<b>7392</b>	<b>OTTERTAIL TRUCKING INC</b>						
	50-000-000-0120-6291		701.83	HAULING CHARGES 1/3/22	39411	Contract Transportation	N
	50-000-000-0170-6291		8,342.09	HAULING CHARGES 1/3/22	39411	Contract Transportation	N
	50-000-000-0120-6291		865.70	HAULING CHARGES 1/10/22	39413	Contract Transportation	N
	50-000-000-0170-6291		6,183.40	HAULING CHARGES 1/10/22	39413	Contract Transportation	N
	50-000-000-0120-6291		849.30	HAULING CHARGES 1/17/22	39415	Contract Transportation	N
	50-000-000-0170-6291		4,959.19	HAULING CHARGES 1/17/22	39415	Contract Transportation	N
	50-000-000-0120-6291		1,282.15	HAULING CHARGES 1/24/22	39417	Contract Transportation	N
	50-000-000-0170-6291		4,761.35	HAULING CHARGES 1/24/22	39417	Contract Transportation	N
	50-399-000-0000-6291		4,584.00	HAULING CHARGES 1/10/22	39413	Contract Transportation	N
	50-399-000-0000-6291		3,056.00	HAULING CHARGES 1/17/22	39415	Contract Transportation	N
	50-399-000-0000-6291		3,056.00	HAULING CHARGES 1/24/22	39417	Contract Transportation	N
<b>7392</b>	<b>OTTERTAIL TRUCKING INC</b>		<b>38,641.01</b>	<b>11 Transactions</b>			
<b>6351</b>	<b>OUTDOOR RENOVATIONS LANDSCAPE &amp; NU</b>						
	01-112-000-0000-6319		12,427.50	SNOW REMOVAL JAN 2022	10016	Snow Removal	N
	10-304-000-0000-6300	AP	595.00	SNOW REMOVAL	10004	Building And Grounds Maintenance	N
<b>6351</b>	<b>OUTDOOR RENOVATIONS LANDSCAPE &amp; NU</b>		<b>13,022.50</b>	<b>2 Transactions</b>			
<b>631</b>	<b>OVERHEAD DOOR CO OF FERGUS FALLS</b>						
	10-304-000-0000-6300		150.00	SERVICE CALL	17489	Building And Grounds Maintenance	N
	10-304-000-0000-6300		112.50	SERVICE CALL	17493	Building And Grounds Maintenance	N
<b>631</b>	<b>OVERHEAD DOOR CO OF FERGUS FALLS</b>		<b>262.50</b>	<b>2 Transactions</b>			
<b>6741</b>	<b>PALER/WALTER</b>						
	50-000-000-0000-6330	AP	211.68	MILEAGE - 12/3-14/21	12/14/21	Mileage	N

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## COMMISSIONER'S VOUCHERS ENTRIES

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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>	
	50-000-000-0000-6330	AP	MILEAGE - 12/15-20/21	12/20/21	Mileage	N
<b>6741</b>	<b>PALER/WALTER</b>		<b>282.24</b>			
			<b>2 Transactions</b>			
<b>11457</b>	<b>PALMER/GEORGE</b>					
	22-622-000-0000-6369		PER DIEM - DITCH VIEWER TRNG	1/6/22	Miscellaneous Charges	Y
	22-622-000-0000-6369		MILEAGE - DITCH VIEWER TRNG	1/6/22	Miscellaneous Charges	Y
	22-622-000-0000-6369		MEAL - DITCH VIEWER TRNG	1/6/22	Miscellaneous Charges	Y
	22-622-000-0000-6369		REGISTRATION & DUES	1/6/22	Miscellaneous Charges	Y
	22-622-000-0652-6369		PER DIEM - DITCH 52	4/26/21	Miscellaneous Charges	Y
	22-622-000-0652-6369		MILEAGE - DITCH 52	4/26/21	Miscellaneous Charges	Y
	22-622-000-0645-6369		PER DIEM - DITCH 45	4/5/21	Miscellaneous Charges	Y
	22-622-000-0645-6369		MILEAGE - DITCH 45	4/5/21	Miscellaneous Charges	Y
<b>11457</b>	<b>PALMER/GEORGE</b>		<b>694.22</b>			
			<b>8 Transactions</b>			
<b>13784</b>	<b>PARK &amp; TRAILS COUNCIL OF MN-CENTRAL I</b>					
	01-705-000-0000-6241		CENTRAL LAKES TRAIL MEMBERSHIP	1/27/22	Membership Dues	N
<b>13784</b>	<b>PARK &amp; TRAILS COUNCIL OF MN-CENTRAL I</b>		<b>1,000.00</b>			
			<b>1 Transactions</b>			
<b>45022</b>	<b>PARK REGION CO OP</b>					
	10-304-000-0000-6251		PROPANE	46746	Gas And Oil - Utility	N
	10-304-000-0000-6251		PROPANE	47369	Gas And Oil - Utility	N
<b>45022</b>	<b>PARK REGION CO OP</b>		<b>1,123.10</b>			
			<b>2 Transactions</b>			
<b>137</b>	<b>PEMBERTON LAW PLLP</b>					
	01-031-000-0000-6276	AP	20206302-000M EMPLOY MATTERS	22	Professional Services	Y
	10-303-000-0000-6683		20186337-000M - CONDEMNATIONS	21	Right Of Way, Ect.	N
<b>137</b>	<b>PEMBERTON LAW PLLP</b>		<b>5,569.50</b>			
			<b>2 Transactions</b>			
<b>9853</b>	<b>PEOPLEFACTS LLC</b>					
	01-201-000-0000-6276		ACCT 85400 BACKGROUND CHECK	2022010219	Professional Services	N
<b>9853</b>	<b>PEOPLEFACTS LLC</b>		<b>14.09</b>			
			<b>1 Transactions</b>			
<b>1093</b>	<b>PERHAM STEEL &amp; WELDING</b>					
	10-302-000-0000-6500		SUPPLIES		Supplies	N
	10-304-000-0000-6306		REPAIR		Repair/Maint. Equip	N
	10-304-000-0000-6572		PARTS		Repair And Maintenance 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>	
<b>1093</b>	<b>PERHAM STEEL &amp; WELDING</b>		<b>152.30</b>	<b>3 Transactions</b>			
<b>7145</b>	<b>PETE'S AUTOBODY LLC</b>						
	50-399-000-0000-6306		900.00	BLAST & PAINT 2 DUMPSTERS	000557	Repair/Maint. Equip	Y
<b>7145</b>	<b>PETE'S AUTOBODY LLC</b>		<b>900.00</b>	<b>1 Transactions</b>			
<b>11971</b>	<b>PETERSON/PAUL</b>						
	01-201-000-0000-6526		48.31	TOW STRAP	2/1/22	Uniforms	N
<b>11971</b>	<b>PETERSON/PAUL</b>		<b>48.31</b>	<b>1 Transactions</b>			
<b>11290</b>	<b>PHOENIX SUPPLY</b>						
	01-250-000-0000-6452		129.77	T-SHIRTS/BOXERS	24613	Prisioners Clothing Cost	N
	01-250-000-0000-6491		313.51	JAIL SUPPLIES	24613	Jail Supplies	N
	01-250-000-0000-6491		53.85	BATH TOWELS	24677	Jail Supplies	N
<b>11290</b>	<b>PHOENIX SUPPLY</b>		<b>497.13</b>	<b>3 Transactions</b>			
<b>14554</b>	<b>PIEPER/JORDAN</b>						
	10-303-000-0000-6331		163.44	LODGING		Meals And Lodging	N
<b>14554</b>	<b>PIEPER/JORDAN</b>		<b>163.44</b>	<b>1 Transactions</b>			
<b>657</b>	<b>PIONEER RIM &amp; WHEEL CO</b>						
	10-304-000-0000-6572		384.91	PARTS	02CJ5691	Repair And Maintenance Supplies	N
<b>657</b>	<b>PIONEER RIM &amp; WHEEL CO</b>		<b>384.91</b>	<b>1 Transactions</b>			
<b>15504</b>	<b>POLK CO HIGHWAY DEPT</b>						
	10-302-000-0000-6369		3,000.00	CLEAR PATH WEATHER REPORTING 1	1-11-2022	Miscellaneous Charges	N
<b>15504</b>	<b>POLK CO HIGHWAY DEPT</b>		<b>3,000.00</b>	<b>1 Transactions</b>			
<b>15829</b>	<b>POLMAN TOWING SERVICE</b>						
	10-304-000-0000-6306		350.00	TOWING	2791	Repair/Maint. Equip	N
<b>15829</b>	<b>POLMAN TOWING SERVICE</b>		<b>350.00</b>	<b>1 Transactions</b>			
<b>10725</b>	<b>POWERPHONE INC</b>						
	02-214-000-0000-6171		387.00	EMD RECERTIFICATION TRAINING	75400	Tuition And Education Expenses	N
<b>10725</b>	<b>POWERPHONE INC</b>		<b>387.00</b>	<b>1 Transactions</b>			
<b>8842</b>	<b>POWERPLAN OIB</b>						

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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>	
	10-304-000-0000-6572		138.44	PARTS	P4443149	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		7.00	PARTS	P4443249	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		24.82	PARTS	P4450449	Repair And Maintenance Supplies	N
	10-304-000-0000-6565		201.96	COOLANT	P4520449	Fuels - Diesel	N
	10-304-000-0000-6572		228.94	PARTS	P4520449	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		114.72	PARTS	P4532049	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		100.26	PARTS	P4532149	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		78.12	PARTS	P4532249	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		223.11	PARTS	P4532349	Repair And Maintenance Supplies	N
<b>8842</b>	<b>POWERPLAN OIB</b>		<b>1,117.37</b>	<b>9 Transactions</b>			
<b>11107</b>	<b>PRAIRIE LAKES MUNICIPAL SOLID WASTE</b>						
	50-000-000-0000-6379		292.50	HHW PHARMACEUTICAL DESTRUCTION	2022-3	Miscellaneous Charges	N
<b>11107</b>	<b>PRAIRIE LAKES MUNICIPAL SOLID WASTE</b>		<b>292.50</b>	<b>1 Transactions</b>			
<b>12526</b>	<b>PRECISE MRM LLC</b>						
	01-149-000-0000-6369		1,280.00	ACCT 679827 5MB DATA PLAN	200-1034994	Miscellaneous Charges	N
	01-149-000-0000-6369		38.53	ACCT 679827 4G REPLACEMENTS	200-1035336	Miscellaneous Charges	N
	10-304-000-0000-6342		1,100.00	10MB FLAT DATA PLAN	200-1034995	Service Agreements	N
<b>12526</b>	<b>PRECISE MRM LLC</b>		<b>2,418.53</b>	<b>3 Transactions</b>			
<b>15542</b>	<b>PREMIER ELECTRIC INC</b>						
	50-000-000-0170-6300		113.54	REPAIRS TO JUNCTION BOX	2254	Building And Grounds Maintenance	N
<b>15542</b>	<b>PREMIER ELECTRIC INC</b>		<b>113.54</b>	<b>1 Transactions</b>			
<b>3730</b>	<b>PREMIUM WATERS INC</b>						
	50-000-000-0150-6290	AP	21.84	ACCT 376004 JAN 2022	JAN2022	Contracted Services.	N
<b>3730</b>	<b>PREMIUM WATERS INC</b>		<b>21.84</b>	<b>1 Transactions</b>			
<b>45475</b>	<b>PRO AG FARMERS CO OP</b>						
	50-000-000-0120-6565		98.94	ACCT 985529 DIESEL 1/12/22	88075575	Fuels	N
	50-000-000-0120-6565		101.70	ACCT 988529 DIESEL 1/31/22	88076427	Fuels	N
<b>45475</b>	<b>PRO AG FARMERS CO OP</b>		<b>200.64</b>	<b>2 Transactions</b>			
<b>6547</b>	<b>PRO AG FARMERS COOPERATIVE</b>						
	10-304-000-0000-6251		1,034.30	PROPANE	50851	Gas And Oil - Utility	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>
<b>6547</b>	<b>PRO AG FARMERS COOPERATIVE</b>		<b>1,034.30</b>	<b>1 Transactions</b>		
<b>1836</b>	<b>PRO-WEST &amp; ASSOCIATES INC</b>					
	01-127-000-0000-6276		304.20	GIS TECH SUPPORT	006101	Professional Services N
<b>1836</b>	<b>PRO-WEST &amp; ASSOCIATES INC</b>		<b>304.20</b>	<b>1 Transactions</b>		
<b>25082</b>	<b>PRODUCTIVE ALTERNATIVES INC</b>					
	10-301-000-0000-6369		20,000.00	PUBLIC TRANSIT NEEDS	INV00069534	Miscellaneous Charges N
	50-399-000-0000-6290	AP	45.36	OTTERTAILRECY01 JANITORIAL	INV00069505	Contracted Services. N
<b>25082</b>	<b>PRODUCTIVE ALTERNATIVES INC</b>		<b>20,045.36</b>	<b>2 Transactions</b>		
<b>11855</b>	<b>PROFESSIONAL PORTABLE X-RAY INC</b>					
	01-250-000-0000-6432		300.00	X-RAY CLAIMS 422654;424184	INV022642	Medical Incarcerated 6
<b>11855</b>	<b>PROFESSIONAL PORTABLE X-RAY INC</b>		<b>300.00</b>	<b>1 Transactions</b>		
<b>15407</b>	<b>PSICK CAPITOL SOLUTIONS INC</b>					
	01-705-000-0000-6276		3,000.00	GOV AFFAIRS FEB 2022	2022-002	Professional Services N
<b>15407</b>	<b>PSICK CAPITOL SOLUTIONS INC</b>		<b>3,000.00</b>	<b>1 Transactions</b>		
<b>6957</b>	<b>RASMUSSON/KEN</b>					
	01-250-000-0000-6526		75.26	BLACK PANTS	1/26/22	Uniforms N
<b>6957</b>	<b>RASMUSSON/KEN</b>		<b>75.26</b>	<b>1 Transactions</b>		
<b>6916</b>	<b>RAU TRUSTEE/FERN E</b>					
	10-302-000-0000-6369		449.35	P-DRAINAGE EASEMENT, NEG 1-DE		Miscellaneous Charges Y
	10-302-000-0000-6369		1,960.80	P-ACCESS EASEMENT, NEG 1-DE		Miscellaneous Charges Y
<b>6916</b>	<b>RAU TRUSTEE/FERN E</b>		<b>2,410.15</b>	<b>2 Transactions</b>		
<b>2007</b>	<b>RAY'S OIL COMPANY</b>					
	10-304-000-0000-6251		624.00	FUEL OIL	64343	Gas And Oil - Utility N
<b>2007</b>	<b>RAY'S OIL COMPANY</b>		<b>624.00</b>	<b>1 Transactions</b>		
<b>9166</b>	<b>RDO EQUIPMENT CO</b>					
	01-112-000-0000-6572		143.00	ACCT 0313001 BUSHINGS/LABEL	P4471149	Repair And Maintenance Supplies N
	01-112-000-0000-6572		2.79	ACCT 0313001 CAP SCREW	P4551549	Repair And Maintenance Supplies N
	01-112-000-0000-6572		1,404.82	ACCT 0313001 DRIVESHAFT	P4551649	Repair And Maintenance Supplies N
	50-000-000-0110-6306		351.06	ACCT 2382018 WINDOW	P4493549	Repair/Maint. Equip 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>
<b>9166</b>	<b>RDO EQUIPMENT CO</b>		<b>1,615.67</b>	<b>4 Transactions</b>		
<b>675</b>	<b>RINGDAHL AMBULANCE INC</b>					
	01-205-000-0000-6273	AP	200.00	BODY TRANSPORT - B IVERSON	21-10860	Coroner Expense 6
	01-205-000-0000-6273	AP	200.00	BODY TRANSPORT - G KING	21-11335	Coroner Expense 6
<b>675</b>	<b>RINGDAHL AMBULANCE INC</b>		<b>400.00</b>	<b>2 Transactions</b>		
<b>10842</b>	<b>RINKE NOONAN LAW FIRM</b>					
	10-303-000-0000-6683	AP	1,230.00	PROFESSIONAL SERVICES	337466	Right Of Way, Ect. N
<b>10842</b>	<b>RINKE NOONAN LAW FIRM</b>		<b>1,230.00</b>	<b>1 Transactions</b>		
<b>1819</b>	<b>RUFFRIDGE-JOHNSON EQUIP CO INC</b>					
	10-304-000-0000-6306		3,826.89	REPAIR	WA02929	Repair/Maint. Equip N
<b>1819</b>	<b>RUFFRIDGE-JOHNSON EQUIP CO INC</b>		<b>3,826.89</b>	<b>1 Transactions</b>		
<b>16125</b>	<b>RUPP ANDERSON SQUIRES &amp; WALDSPURGE</b>					
	01-122-000-0000-6369	AP	307.50	REVIEW EAW PETITION	14433	Miscellaneous Charges Y
<b>16125</b>	<b>RUPP ANDERSON SQUIRES &amp; WALDSPURGE</b>		<b>307.50</b>	<b>1 Transactions</b>		
<b>16297</b>	<b>SCHAKE/SARAH</b>					
	23-705-000-0000-6290		5,200.00	CDA SUPPORT SERVICES JAN 2022	0122	Contracted Services. Y
<b>16297</b>	<b>SCHAKE/SARAH</b>		<b>5,200.00</b>	<b>1 Transactions</b>		
<b>6209</b>	<b>SEACHANGE PRINT INNOVATIONS</b>					
	01-063-000-0000-6232		1,267.06	GENERAL ELECTION BALLOTS	39956	Printing-Ballots N
<b>6209</b>	<b>SEACHANGE PRINT INNOVATIONS</b>		<b>1,267.06</b>	<b>1 Transactions</b>		
<b>159</b>	<b>SHERWIN WILLIAMS</b>					
	01-112-000-0000-6572		94.20	ACCT 6629-9141-3 PAINT	8930-6	Repair And Maintenance Supplies N
<b>159</b>	<b>SHERWIN WILLIAMS</b>		<b>94.20</b>	<b>1 Transactions</b>		
<b>48638</b>	<b>SIGNWORKS SIGNS &amp; BANNERS INC</b>					
	50-000-000-0000-6981		800.00	PRINT & LAMINATE DECALS	7646	Organic Grant Expense N
	50-000-000-0000-6848		150.00	CARDBOARD MAGNETS	7655	Public Education N
<b>48638</b>	<b>SIGNWORKS SIGNS &amp; BANNERS INC</b>		<b>950.00</b>	<b>2 Transactions</b>		
<b>7460</b>	<b>SIMENGAARD/PAUL</b>					

# Otter Tail County Auditor



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	01-061-000-0000-6369		3.86	SCREWS FOR TV STAND	1/11/22	Miscellaneous Charges	N
	01-061-000-0000-6330		31.59	MILEAGE - JAN 2022	JAN2022	Mileage	N
<b>7460</b>	<b>SIMENGAARD/PAUL</b>		<b>35.45</b>	<b>2 Transactions</b>			
<b>6321</b>	<b>SRF CONSULTING GROUP INC</b>						
	09-507-515-0000-6278	AP	4,502.60	ECHO BAY MASTER PLAN OCT 2021	14182.00-10	Engineering & Hydrological Testing ECHO	N
<b>6321</b>	<b>SRF CONSULTING GROUP INC</b>		<b>4,502.60</b>	<b>1 Transactions</b>			
<b>10646</b>	<b>STAPLES BUSINESS CREDIT</b>						
	10-301-000-0000-6406		381.27	SUPPLIES	1640068041	Office Supplies	N
<b>10646</b>	<b>STAPLES BUSINESS CREDIT</b>		<b>381.27</b>	<b>1 Transactions</b>			
<b>48183</b>	<b>STEINS INC</b>						
	01-112-101-0000-6485		195.90	ACCT 00224000 VACUUM BATTERY	891890-2	Custodian Supplies	N
	01-112-101-0000-6485		77.11	ACCT 00224000 SUPPLIES	892391-1	Custodian Supplies	N
	01-112-000-0000-6572		124.28	ACCT 00224000 BEARING KIT	893340	Repair And Maintenance Supplies	N
	01-112-101-0000-6485		114.88	ACCT 00224000 SUPPLIES	893512	Custodian Supplies	N
	01-112-101-0000-6485		227.18	ACCT 00224000 SUPPLIES	893527	Custodian Supplies	N
	01-112-101-0000-6485		350.66	ACCT 00224000 SUPPLIES	893529	Custodian Supplies	N
	01-112-101-0000-6485		254.30	ACCT 00224000 SUPPLIES	893529-1	Custodian Supplies	N
	01-112-101-0000-6485		40.47	ACCT 00224000 BUFFING PADS	893582	Custodian Supplies	N
	01-112-000-0000-6369		136.84	ACCT 00224002 FORKS	893651	Miscellaneous Charges	N
	01-250-000-0000-6493		440.08	ACCT 00224004 SOAP/BLEACH	893364	Laundry Supplies	N
<b>48183</b>	<b>STEINS INC</b>		<b>1,961.70</b>	<b>10 Transactions</b>			
<b>166</b>	<b>STEVE'S SANITATION INC</b>						
	01-112-109-0000-6572		136.26	ACCT 511470045328 JAN 2022	JAN2022	Repair And Maintenance Supplies	N
<b>166</b>	<b>STEVE'S SANITATION INC</b>		<b>136.26</b>	<b>1 Transactions</b>			
<b>168</b>	<b>STREICHERS</b>						
	01-201-000-0000-6526		193.95	ACCT 974 SHIRTS	11545844 5491	Uniforms FELT/STEVE	N
	01-201-000-0000-6481		107.91	ACCT 974 IRRITANTS	11547501	Radar, Weapons Etc.	N
	01-201-000-0000-6526		39.00	ACCT 974 TACTICAL POUCHES	11547977 6899	Uniforms WILL/AARON	N
	01-201-000-0000-6526		44.98	ACCT 974 MAG HOLDER	11548864 8446	Uniforms SELANDER/NATHAN	N
	01-201-000-0000-6526		74.99	ACCT 974 SHIRTS/TROUSERS	11549352	Uniforms	N

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**COMMISSIONER'S VOUCHERS ENTRIES**

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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>	
<b>168</b>	<b>STREICHERS</b>		<b>460.83</b>	<b>5 Transactions</b>		
<b>14550</b>	<b>SUMMERVILLE ELECTRIC INC</b>					
	01-112-101-0000-6572	AP	152.00	RESET FAN TIMER OF VFD	7758	Repair And Maintenance Supplies N
	01-112-108-0000-6572	AP	228.00	WRAPPED CONTACTOR ON AHU2	7759	Repair And Maintenance Supplies N
	01-112-000-0000-6572	AP	454.00	CHECKED OUT FLAG POLES	7760	Repair And Maintenance Supplies N
<b>14550</b>	<b>SUMMERVILLE ELECTRIC INC</b>		<b>834.00</b>	<b>3 Transactions</b>		
<b>6642</b>	<b>SUMMIT FOOD SERVICE LLC</b>					
	01-250-000-0000-6269		4,572.38	C1252000 MEALS 1/15-21/22	INV2000133281	Professional Services-Kitchen N
	01-250-000-0000-6269		4,587.42	C1252000 MEALS 1/22-28/22	INV2000133830	Professional Services-Kitchen N
<b>6642</b>	<b>SUMMIT FOOD SERVICE LLC</b>		<b>9,159.80</b>	<b>2 Transactions</b>		
<b>8718</b>	<b>TAG UP</b>					
	01-002-000-0000-6369		26.55	ACCT 01372 PLAQUE	234028R	Miscellaneous Charges N
	01-002-001-0000-6369		26.55	ACCT 01372 PLAQUE	234521R	Miscellaneous Charges N
<b>8718</b>	<b>TAG UP</b>		<b>53.10</b>	<b>2 Transactions</b>		
<b>42537</b>	<b>THIS WEEKS SHOPPING NEWS</b>					
	01-031-000-0000-6436		55.44	ACCT 1968 LEGAL ASSISTANT	65801	New hire start up cost N
	01-031-000-0000-6436		55.44	ACCT 1968 COUNTY ASSESSOR	65889	New hire start up cost N
	01-031-000-0000-6436		55.44	ACCT 1968 LICENCE CENTER	65943	New hire start up cost N
	01-031-000-0000-6436		55.44	ACCT 1968 HOUSING ASST HRA	65991	New hire start up cost N
	01-031-000-0000-6436		55.44	ACCT 1968 ADMIN SPECIALIST	65992	New hire start up cost N
<b>42537</b>	<b>THIS WEEKS SHOPPING NEWS</b>		<b>277.20</b>	<b>5 Transactions</b>		
<b>183</b>	<b>THOMSON REUTERS - WEST</b>					
	01-091-000-0000-6455		1,395.60	ACCT 1000520140 JAN 2022	845781209	Reference Books & Literature N
	01-091-000-0000-6455		234.53	ACCT 1000520140 LIBRARY PLAN	845872398	Reference Books & Literature N
	01-201-000-0000-6348		404.26	ACCT 1003940771 JAN 2022	845806731	Software Maintenance Contract N
	13-012-000-0000-6455	AP	1,808.33	ACCT 1003217934 DEC 2021	845592505	Reference Books & Literature N
	13-012-000-0000-6455	AP	828.56	ACCT 1000551281 DEC 2021	845616039	Reference Books & Literature N
	13-012-000-0000-6455		1,065.54	ACCT 1000551281 LIBRARY PLAN	845704842	Reference Books & Literature N
<b>183</b>	<b>THOMSON REUTERS - WEST</b>		<b>5,736.82</b>	<b>6 Transactions</b>		
<b>7249</b>	<b>THRIFTY WHITE PHARMACY</b>					
	01-250-000-0000-6432		1,754.67	ACCT 756389 MEDICATIONS	JAN2022	Medical Incarcerated N

# Otter Tail County Auditor



Audit List for Board

**COMMISSIONER'S VOUCHERS ENTRIES**

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<b>7249</b>	<b>THRIFTY WHITE PHARMACY</b>		<b>1,754.67</b>	<b>1 Transactions</b>			
<b>1999</b>	<b>TNT REPAIR INC</b> 10-304-000-0000-6572		26.82	PARTS	036315	Repair And Maintenance Supplies	N
<b>1999</b>	<b>TNT REPAIR INC</b>		<b>26.82</b>	<b>1 Transactions</b>			
<b>9693</b>	<b>TOWMASTER</b> 10-304-000-0000-6572	AP	117.35	PARTS	444884	Repair And Maintenance Supplies	N
<b>9693</b>	<b>TOWMASTER</b>		<b>117.35</b>	<b>1 Transactions</b>			
<b>3023</b>	<b>TRANE U.S. INC</b> 01-112-000-0000-6342	AP	1,277.50	ACCT 110304 MAINT INSPECTION	311865386	Service Agreements	N
<b>3023</b>	<b>TRANE U.S. INC</b>		<b>1,277.50</b>	<b>1 Transactions</b>			
<b>15997</b>	<b>TSCHIDA/CRAIG</b> 10-303-000-0000-6330		87.75	MILEAGE 1/18/2022 AND 1/20/202		Mileage	N
<b>15997</b>	<b>TSCHIDA/CRAIG</b>		<b>87.75</b>	<b>1 Transactions</b>			
<b>6946</b>	<b>TYLER TECHNOLOGIES INC</b> 01-121-000-0000-6239		1,745.00	VETRASPEC RENEWAL	VSMIN0062022	MDVA Grant	N
<b>6946</b>	<b>TYLER TECHNOLOGIES INC</b>		<b>1,745.00</b>	<b>1 Transactions</b>			
<b>15431</b>	<b>US BANK EQUIPMENT FINANCE</b> 01-061-000-0000-6342		1,483.26	ACCT 33780558 CN 500-0589834	462915356	Service Agreements	N
<b>15431</b>	<b>US BANK EQUIPMENT FINANCE</b>		<b>1,483.26</b>	<b>1 Transactions</b>			
<b>3592</b>	<b>VAUGHN AUTO &amp; MARINE CO</b> 01-201-000-0000-6304		77.00	UNIT 1808 OIL CHANGE	16185	Repair And Maintenance	N
	01-201-000-0000-6304		91.75	#1903 OIL CHG/CLEAN BATTERY	16218	Repair And Maintenance	N
<b>3592</b>	<b>VAUGHN AUTO &amp; MARINE CO</b>		<b>168.75</b>	<b>2 Transactions</b>			
<b>2068</b>	<b>VERGAS HARDWARE</b> 10-304-000-0000-6406		29.28	SUPPLIES	D59849	Office Supplies	N
	10-304-000-0000-6572		12.97	PARTS	D60387	Repair And Maintenance Supplies	N
	10-304-000-0000-6572		2.05	SUPPLIES	D60620	Repair And Maintenance Supplies	N
<b>2068</b>	<b>VERGAS HARDWARE</b>		<b>44.30</b>	<b>3 Transactions</b>			

# Otter Tail County Auditor



Audit List for Board

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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>	
<b>51002</b>	<b>VICTOR LUNDEEN COMPANY</b>					
	01-002-000-0000-6406		36.35 ACCT 7493 B MURPHY STAMP	448745	Office Supplies	N
	01-031-000-0000-6406		23.30 ACCT 7493 STAMP PAD	448896	Office Supplies	N
	01-041-000-0000-6406		10.00 ACCT 7497 1099-NEC FORMS	1168217	Office Supplies	N
	01-122-000-0000-6369		37.42 ACCT7490 PLANETARY PURPLE TEXT	1168595	Miscellaneous Charges	N
	01-122-000-0000-6369		514.89 ACCT 7490 TARGET SHEETS/PAPER	448837	Miscellaneous Charges	N
	01-122-000-0000-6369		457.68 ACCT 7490 TARGET SHEETS/PAPER	448877	Miscellaneous Charges	N
	01-122-000-0000-6369		286.05 ACCT 7490 TARGET SHEETS/PAPER	448887	Miscellaneous Charges	N
<b>51002</b>	<b>VICTOR LUNDEEN COMPANY</b>		<b>1,365.69</b>		<b>7 Transactions</b>	
<b>5045</b>	<b>VIKING GARAGE DOOR COMPANY INC</b>					
	50-399-000-0000-6300	AP	216.00 SERVICE TO REDEMPTION DOOR	69312	Building And Grounds Maintenance	N
	50-399-000-0000-6300		398.93 INSPECT & REPAIR 9 DOORS	69520	Building And Grounds Maintenance	N
<b>5045</b>	<b>VIKING GARAGE DOOR COMPANY INC</b>		<b>614.93</b>		<b>2 Transactions</b>	
<b>1655</b>	<b>WALLWORK TRUCK CENTER</b>					
	10-304-000-0000-6565		449.76 ANTI-GEL	03P42829	Fuels - Diesel	N
	10-304-000-0000-6572		330.55 PARTS	03P42829	Repair And Maintenance Supplies	N
	50-399-000-0000-6304		37.10 ACCT 24247 AIR FILTERS	03P43158	Repair And Maint-Vehicles	N
<b>1655</b>	<b>WALLWORK TRUCK CENTER</b>		<b>817.41</b>		<b>3 Transactions</b>	
<b>2278</b>	<b>WASTE MANAGEMENT</b>					
	50-000-000-0130-6853	AP	555.31 ACCT 3-85099-73002 12/16-31/21	0003485-0010-9	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0110-6853		424.77 ACCT 3-85099-73002 1/1-15/22	0003507-0010-0	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0120-6853		1,760.16 ACCT 3-85099-73002 1/1-15/22	0003507-0010-0	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0130-6853		532.49 ACCT 3-85099-73002 1/1-15/22	0003507-0010-0	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0150-6853		564.82 ACCT 3-85099-73002 1/1-15/22	0003507-0010-0	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0170-6853		9,014.19 ACCT 3-85099-73002 1/1-15/22	0003507-0010-0	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0170-6853		327.50 ACCT 25-55133-53000 1/1-15/22	0003522-0010-9	MSW BY PASSED EXPENSE LANDFILL	N
	50-000-000-0000-6978	AP	769.39 ACCT 25-18701-13009 12/1-31/22	0481163-1766-9	Ag Plastic Expenses	N
<b>2278</b>	<b>WASTE MANAGEMENT</b>		<b>13,948.63</b>		<b>8 Transactions</b>	
<b>7235</b>	<b>WATCHGUARD VIDEO</b>					
	01-201-000-0000-6304		30.00 OTTERTAILCOU001 BATTERY KIT	ACCINV0034386	Repair And Maintenance	N
	01-201-000-0000-6304		122.00 OTTERTAILCOU001 DVR REPAIR	SRINV0021637	Repair And Maintenance	N
<b>7235</b>	<b>WATCHGUARD VIDEO</b>		<b>152.00</b>		<b>2 Transactions</b>	
<b>9357</b>	<b>WAYNE'S TOOL WAGON</b>					

# Otter Tail County Auditor



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9357	WAYNE'S TOOL WAGON 10-304-000-0000-6572		14.00 14.00	PARTS 1 Transactions	01142285996	Repair And Maintenance Supplies	N
999999000	WELLING/BREANNA 01-091-000-0000-6369	AP	21.25	TRANSCRIPT OF OMNIBUS HEARING	11/22/21	Miscellaneous Charges	N
999999000	WELLING/BREANNA		21.25	1 Transactions			
1532	WEST CENTRAL JAIL ADMINISTRATOR'S AS: 01-250-000-0000-6171		110.00	REGISTRATION FOR B CARLSON	WALKER	Tuition And Education Expenses	N
1532	WEST CENTRAL JAIL ADMINISTRATOR'S AS:		110.00	1 Transactions			
11653	WILSON/WARREN R 01-123-000-0000-6140		180.00	BA - PER DIEM	1/13/22	Per Diem	Y
	01-123-000-0000-6330		46.80	BA - MILEAGE	1/13/22	Mileage	Y
11653	WILSON/WARREN R		226.80	2 Transactions			
8425	WINDELS/LORI 02-219-000-0000-6369		23.98	ROLLS FOR USE OF FORCE TRNG	2/2/22	Miscellaneous Charges	N
8425	WINDELS/LORI		23.98	1 Transactions			
13074	WSB & ASSOCIATES INC 10-303-000-0000-6278		10,327.78	ENGINEERING PROFESSIONAL SERVI	R-017666-000-1	Engineering & Hydrological Testing	N
	10-303-000-0000-6278	AP	13,717.75	PROFESSIONAL ENGINEERING SERVI	R-017666-000-1	Engineering & Hydrological Testing	N
	10-303-000-0000-6683		14,811.00	ROW ACQUISITIONS	R-017666-000-1	Right Of Way, Ect.	N
	10-303-000-0000-6683	AP	10,502.00	ROW ACQUISITION	R-017666-000-1	Right Of Way, Ect.	N
13074	WSB & ASSOCIATES INC		49,358.53	4 Transactions			
5696	ZERO9 HOLSTERS 01-201-000-0000-6526		360.05	CASES FOR LIGHTS/CUFFS/RADIOS	3568	Uniforms	N
5696	ZERO9 HOLSTERS		360.05	1 Transactions			
2086	ZIEGLER INC 10-304-000-0000-6572	AP	140.61	PARTS	IN000346057	Repair And Maintenance Supplies	N
	10-304-000-0000-6572	AP	136.41	PARTS	IN000363631	Repair And Maintenance Supplies	N
	10-304-000-0000-6572	AP	34.34	PARTS	IN000372718	Repair And Maintenance Supplies	N
	50-000-000-0170-6306		2,300.18	ACCT 6842300 PM 4 REPAIR	SI000125725	Repair/Maint. Equip	N
	50-000-000-0170-6306		484.41	ACCT 6842300 REPAIR OIL LEAK	SI000128624	Repair/Maint. Equip	N

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 Solid Waste Fund

# Otter Tail County Auditor



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## COMMISSIONER'S VOUCHERS ENTRIES

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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>	
2086	ZIEGLER INC		3,101.53	ACCT 6842300 NUTS 6 Transactions	IN000400860	Repair/Maint. Equip	N
<b>Final Total .....</b>			<b>645,408.64</b>	<b>240 Vendors</b>	<b>606 Transactions</b>		

# Otter Tail County Auditor



**Recap by Fund**

<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
1	176,877.54	General Revenue Fund	
2	25,030.25	General Fund Dedicated Accounts	
9	77,748.09	Parks and Trails	
10	219,631.23	Road And Bridge Fund	
13	4,382.79	Law Library Fund	
14	36,561.10	Capital Improvement Fund	
17	6,100.00	Construction Fund	
20	274.95	County Att.Criminal Forfeiture Fu	
22	694.22	County Ditch Fund	
23	9,135.60	Community Development Authori	
35	3,800.00	Debt Service Fund	
50	83,572.87	Solid Waste Fund	
51	1,600.00	Prairie Lakes Municipal Sw Autho	
<b>All Funds</b>	<b>645,408.64</b>	<b>Total</b>	Approved by, .....
			.....
			.....



## Change Request



**EAGLE**  
CONSTRUCTION COMPANY INC.

515 9th Ave NW Little Falls, MN 56345

**Prime/General Contractor:** Eagle Construction Co., Inc

**Project:** Historic Phelps Mill Restoration - Rebid

**Project Location:** Underwood, MN

**Project No.:** 41937.1

**Date:** 2-8-2022

**Reference:** Proposal Request No. 1

Eagle Labor – Credit 64 hours * \$95/HR * 1.15% Margin:	\$	(6,992.00)
Credit Concrete Materials – 15*\$175 * 1.10% Margin:	\$	(2,887.50)
Eagle Labor – 376 * \$95/HR * 1.15% Margin:	\$	41,078.00
Forms - \$500 * 1.10%:	\$	550.00
Concrete - 61CY * \$175/CY * 1.10%:	\$	11,742.50
Rebar – 2 Ton * \$1,700/Ton * 1.10%:	\$	3,740.00
Concrete Pumping – 24 Hrs * \$225/Hr * 1.10%:	\$	5,940.00
Misc. Floats, Trowels, Vibrators, Etc. * \$750 * 1.10%	\$	825.00
Ground Thaw– 4 weeks 2 Weeks* \$4,200 * 1.10%:	\$	<u>9,240.00</u>
Subtotal:	\$	63,236.00

**Labor, Material, & Subcontractor Subtotal : 63,236.00 (Final Amount Noted Below)**

### Cost Summary:

Eagle Construction's Subtotal	\$	63,236.00
Bond & Insurance 2.83%	\$	<u>1,789.57</u>
Grand Total	\$	65,025.57

**Total Change Amount: \$64,500.00 (Honor Original Quote)**      *Time Extension 60 Days from NTP*

**\*Proposal Notes:** Proposal is tied to our scope listed above. Anything not specifically listed above is excluded from our price. We exclude any additional finishes, removal and reinstallation of mechanical, electrical, low voltage, and fire protection utilities, excludes testing and inspections.

**\*Quote above assumes proposal to be accepted within 10 Calendar Days. If not accepted within 10 Days, proposal may be modified.**

## Change Request

**Prime/General Contractor:** Eagle Construction Co., Inc  
**Project:** Historic Phelps Mill Restoration - Rebid  
**Project Location:** Underwood, MN  
**Project No.:** 41937.1  
**Date:** 2-8-2022  
**Reference:** Proposal Request No. 2



**EAGLE**  
**CONSTRUCTION COMPANY**  
INC.

515 9th Ave NW Little Falls, MN 56345

Bradco Restoration (Tuckpointing Scope Reduction)	\$	(8,000.00)
Subtotal:	\$	(8,000.00)

**Labor, Material, & Subcontractor Subtotal : (\$ 8,000.00)**

### Cost Summary:

Eagle Construction's Subtotal	\$	(8,000.00)
Bond & Insurance 2.83%	\$	NA
Grand Total	\$	(8,000.00)

**Total Change Amount: (\$8,000.00)**

*Time Extension 0 Days from NTP*

\*Proposal Notes: Proposal is tied to our scope listed above. Anything not specifically listed above is excluded from our price.

\*Quote above assumes proposal to be accepted within 10 Calendar Days. If not accepted within 10 Days, proposal may be modified.

**OTTER TAIL COUNTY  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION SUPPORTING REGIONAL PARK OR TRAIL DESIGNATION  
APPLICATION IN GREATER MINNESOTA:**

**Park or Trail Name:** Echo Bay Park  
**Location:** Dunn Township in Ottertail County      **Date of Resolution:** \_\_\_\_\_

**BE IT RESOLVED** that Otter Tail County, as lead applicant, has the authority to act as legal public sponsor for the application described in the Request for Designation as a Regional Park or Trail in Greater Minnesota.

**BE IT FURTHER RESOLVED** that as lead applicant we are fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

**BE IT FURTHER RESOLVED** that, should Echo Bay Park receive formal designation as a regional park or trail in Greater Minnesota by the Commission, that as the lead applicant we have the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park or trail.

**BE IT FURTHER RESOLVED** that Otter Tail County will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

**I CERTIFY THAT** the above resolution was adopted by the listed lead applicant and joint applicant(s)/partner(s) Board or Council.

Adopted at Fergus Falls, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_      Attest: \_\_\_\_\_  
Betty Murphy, Board of Commissioners Chair      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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Nicole Hansen, Clerk

## Suggested 2022 Ditch Assessments

Ditch	Amount	Notes	Re-Det
4	\$6,000	Rate Good, Continuous Beaver work	(2001)
5/68/36	\$10,000	Rate Good, Continuous Beaver work, Build Fund	(2016)
8	\$7,000	Build Fund - more cleaning to do	(2016)
11	\$1,200	Leave at current rate until Re-determination in future	
12	\$2,000	Re-determination currently being completed	(2020)
16	\$10,000	Rate Good, Continuous maintenance	(2008)
17	\$5,000	Build Fund - more cleaning to do	(2019)
21	\$10,000	Rate Good, Continuous Beaver work	(1996)
23	\$5,000	Sufficient funds, lowered assessment	(2015)
25	\$20,000	Lot of Maintenance Completed, Build Fund	(2013)
15/28	\$5,000	Sufficient funds, lowered assessment	(2014)
29	\$5,000	Build Fund, Continuous Beaver work	(2017)
30	\$00.00	No Assessment	(2016)
37/18	\$10,000	Lot of maintenance 2020- rebuild fund	(2015)
38	\$20,000	Build Fund, work being done (Beavers, Spraying)	(2004)
39	\$4,000	Rate Good, Build Fund	
41/65	\$15,000	Build a fund, work being done (Beavers, Spraying)	(2012)
43	\$4,500	Build Fund – (large cleanout took place in 2020)	(2002)
44	\$10,000	Build Fund – more cleaning to do	(2015)
48	\$7,000	Rate Good, Build Fund	(2016)
53	\$00.00	Fund has reached suggested benchmark	(2003)
55	\$5,000	Build Fund – more cleaning to do	(2017)
56	\$6,000	Build Fund – more cleaning to do	
58	\$10,000	Build Fund – (Potential Albert Lake Outlet 2022)	(2016)
70	\$10,000	Outlet Project finished 2016, maintenance needed	(2015)

45 – Re-determination finalized 2021

Special Assessment- +\$10,000 yearly maintenance

**Ditches currently having Re-determinations Completed**

52 - Awaiting Appeals to be completed	DB,DT,GP
JD 2 – Being completed at the same time as Ditch 50 and Ditch 64	(TBD Hearing) KB,MJ,JWi
50 – Being completed at the same time as JD2 and Ditch 64	(TBD Hearing) KB,MJ,JWi
64 – Being completed at the same time as JD2 and Ditch 50	(TBD Hearing) KB,MJ,JWi
12 – Work delayed due to COVID	(Fall 2021 Hearing) KB,MJ,JWe
13 – Work delayed due to COVID, along with Ditch 19	(Fall 2021 Hearing) DT,JWi,RW
19 - Work delayed due to COVID, along with Ditch 13	(Fall 2021 Hearing) DT,JWi,RW

Dear Mr. Stein,

We, Homestead Township, Otter Tail County, are requesting the individuals that paid money to repair ditch 17, in 2001, be reimbursed the amounts shown. Homestead township and these individuals had to pay for maintenance/cleaning back then and are now being billed again however, there has been no evidence provided to us that any maintenance has been done since the billing in 2001. Consequently, we feel they should either be reimbursed, not billed now, or proper maintenance/cleaning and survey should be conducted.

Thank you for your time and consideration in this matter.

Jason Cooley,

Doug Salo \$700.00

Ray Lee \$400.00

Arlo Thompson \$3,000.00

Homestead Township \$6,554.40

**Total \$10,654.40**

RECEIVED  
DEC 27 2021  
OTTER TAIL CO. AUDITOR  
FERGUS FALLS, MN

### **Ditch No. 25**

Ditch Inspector, Tiny Holm, reported that a culvert in the Ditch No. 25 system was plugged and the sides blew out from the flow of water. The farmer would like the County to help restore this crossing so he can get from one field to another. The Ditch No. 25 fund contains \$1,100. The County previously installed big culverts upstream and this has impacted the area where the culvert blew out. The County Attorney noted that the County's responsibility is to keep the water flowing in a Ditch System. As a maintenance issue to the Ditch System, the culvert could be fixed using Ditch funding. Mr. Holm will obtain an estimate of cost and return to the County Board for approval.

### **Ditch No. 17**

Mr. Holm stated that Ditch No. 17 in Homestead Township runs into Blowers Township, is 8 miles long, and has never been cleaned out. Property owners would like to clean out about 1½ miles of the ditch system. Discussion followed. Motion by Nelson, second by Block, and unanimously carried to approve cleaning out about 1½ miles of Ditch No. 17 up to County Road No. 58 as originally designed.

### **Beaver Trapping Funding**

Mr. Holm reported that the County does not have any money appropriated to pay for trapping beavers. The hides from the beavers do not have much value anymore so it is very difficult to find people to take beavers. He requested authorization to offer a fee for each beaver taken out of a Ditch System. Motion by Block, second by Lee, to authorize the Ditch Inspector to offer \$15 per beaver, not to exceed \$350, for each Ditch System. Discussion followed. Commissioner Block amended the motion to remove the not to exceed figure of \$350. Motion carried.

### **Sentence to Service Contract Amendment**

Motion by Lee, second by Block, and unanimously carried to authorize the Chair's signature to execute Amendment No. 2 to Joint Powers Agreement No. A06155 between the County of Otter Tail Law Enforcement Center and the State of Minnesota Department of Corrections to provide housing for state inmates participating in the House Building program. This amendment is for the period of June 30, 2000 through June 30, 2001 in the amount of \$179,500; a decrease of \$25,000.

### **Highway Project Update**

Highway Engineer, Rick West, provided information regarding the status of construction and design (road, bridge, and culvert) projects.

### **Approval of Agreements for Tank Removal**

Motion by Lee, second by Mosher, and unanimously carried to authorize the Chair's signature to execute three agreements between the County of Otter Tail Highway Department and Widseth, Smith, & Nolting for additional subsurface investigation and reporting at the following sites: Vining, Battle Lake, and Pelican Rapids. Total additional cost was estimated at \$4,000.

### **Planning Commission Recommendations**

#### Conditional Use Permit - Michael & Verdell Stinar:

Motion by Lee, second by Mosher, and unanimously carried to approve a Conditional Use Permit to allow an after-the-fact erosion control project to stay in place with conditions as recommended by the Planning Commission. The property is described as Pt GL 2 & 3, Lillis Survey Plat AKA Lot 2, Section 16 of Dead Lake Township, Dead Lake (56-383).

Dated: \_\_\_\_\_ OTTER TAIL COUNTY HUMAN SERVICES BOARD

By: \_\_\_\_\_  
Dennis Mosher, Human Services Chair

Attest: \_\_\_\_\_  
Larry Krohn, Clerk

### Call to Order

The Otter Tail County Board of Commissioners convened Tuesday, July 17, 2001, at 10:57 a.m. at the Otter Tail County Courthouse with Roger Froemming, Chair; Syd Nelson; and Malcolm Lee present. Dennis Mosher, Vice-Chair and Commissioner Block were absent.

### Approval of Agenda

Motion by Froemming, second by Lee, and unanimously carried to approve the County Board agenda of July 17, 2001 with the following addition:

Performance Evaluation Summaries

### Approval of Minutes

Motion by Nelson, second by Lee, and unanimously carried to approve the County Board minutes of July 10, 2001, with the following corrections:

Under Wetland Mitigation for US Fish & Wildlife Service, the statement should read: "Mr. West will proceed to purchase approximately 20 acres (wetland area) of the 40-acre tract."

Under Bid Award - S.A.P. 56-682-07, the statement should read "Motion by Nelson, second by Block and unanimously carried to award the low bid to Anderson Land Surveying, Inc."

### Ditch No. 17

Ron Ehnert, Chair of Homestead Township Board, was present to request more clean-out of Ditch No. 17. Tiny Holm, former Ditch Inspector, explained that an extension from the authorized mile-and-a-half of clean-out is needed. Motion by Nelson, second by Froemming, and unanimously carried to extend to clean-out Ditch No. 17 as it was originally designed, if needed.

### Planning Commission Recommendations

#### Conditional Use Permit - Sunset Bay Resort/Mark & Jocelyn Kerr:

Motion by Nelson, second by Lee, and unanimously carried to approve a Conditional Use Permit to a revised plan allowing: 1 residence (located in the 2<sup>nd</sup> tier), eight rental cabins and four camping units (grandfathered-in) being located S&E of the driveway. The property is described as S 550' of GL 4, Section 16 of Dead Lake Township; Dead Lake (56-383), NE.

#### Conditional Use Permit - Hollywoods Resort/Steven & Holly Omberg:

Motion by Lee, second by Nelson, and unanimously carried to approve with conditions a Conditional Use Permit to replace existing rental units with five duplexes, add an addition to existing dwelling and relocate a bathhouse and build a storage building. The property is described as all that Part of Gov. Lot 4, Section 34, Dora Township; East Silent Lake (56-517).

#### Conditional Use Permit - Ev. Lutheran Church of Candor:

Motion by Lee, second by Froemming, and unanimously carried, to approve Conditional Use Permit to construct a 36' x 32' addition to the rear (west) end of St. Paul's Lutheran Church. This



## Letter of Appeal for Determinations of OTC Ditch 17

Wayne Stein  
Auditor-Treasurer  
County Auditor-Treasurer's Office  
Government Services Center  
510 Fir Ave W.  
Fergus Falls MN 56537

DuWayne Roberts  
44498 553<sup>rd</sup> Ave  
New York Mills MN 56567  
droberts@ppg.com  
218-340-2114

January 4, 2022

Mr. Stein,

I wish to Appeal the Ditch 17 Assessment – Redetermination of Benefits and Maintenance Costs based on communication with Kevin Fellbaum and the inaccuracy of the flow characteristics used in the determination of benefits on confirmed on December 9<sup>th</sup>, 2021. Julie Aaland of the MNDNR confirmed the flow of the waterway in the N-S section of Ditch 17. In addition to the flow characteristic inaccuracy, the height of the culvert at the headwaters of Bluff Creek being at a level 1' higher than the agreed upon level with the MNDNR per the 1980 agreement. Without changes to the culvert height no changes or maintenance of Ditch 17 can affect property owner benefit north of this point. Thirdly, in 2001 Homestead Township and property owners West of the N/S corridor of Ditch 17 paid significant amounts of money to maintain the ditch due to the counties negligence at the time. I believe the township and landowners should be reimbursed for these costs, or at a minimum their expense should be considered in the Redetermination of Benefits of Ditch 17. Finally, I would request an environmental impact study based on Wetland stewardship practices of 2022 vs the practices of 1906 for the N/S corridor of Ditch 17 prior to any maintenance of this section.

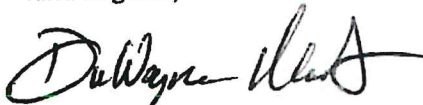
I have requested additional information on the expenditures of Ditch 17, pending receipt of those, I will have follow up questions.

You are copied on all documentation referenced above so I will not include, I can provide if requested.

Based on this communication and communication via email over the past 3 months, I request a suspension in the assessment of Ditch 17 payments currently due on of January 31, 2022.

I appreciate your attention to this matter, and am willing to be present at any meeting necessary to reevaluate with ditch inspectors, TEP panel, Board of Commissioners, etc. to support a true understanding of the benefits of Ditch 17 to all respected land owners

Kind Regards,

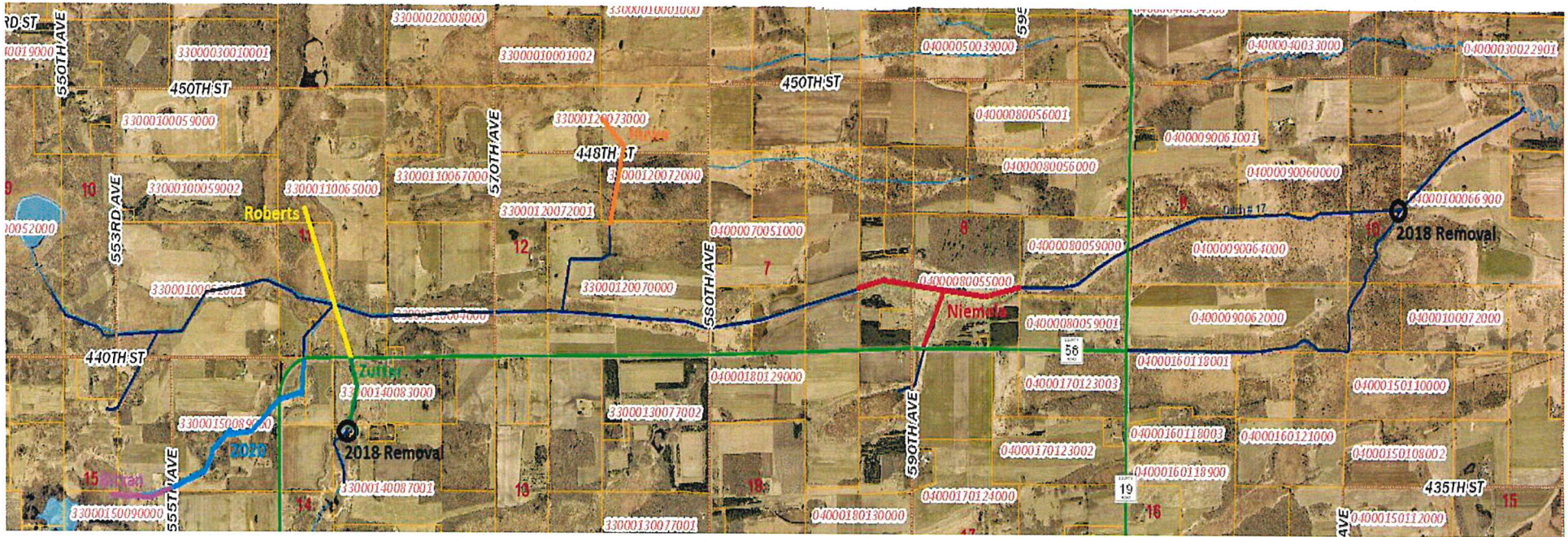


DuWayne Roberts  
Homestead Township Resident

Rec. 1-4-2022  
1:42 p.m.

# County Ditch #17

(Repair Requests)



## History:

Established: Oct/13/1906

Public Info Meeting: Nov/27/17

Re-determination Order: Dec/12/17

Preliminary Viewers report: April/10/18

Re-determination Hearing: March/11/19

Amended Viewers Report: May/7/19

Re-determination Hearing Reconvened: June/7/19

Final Order: Sept/24/19

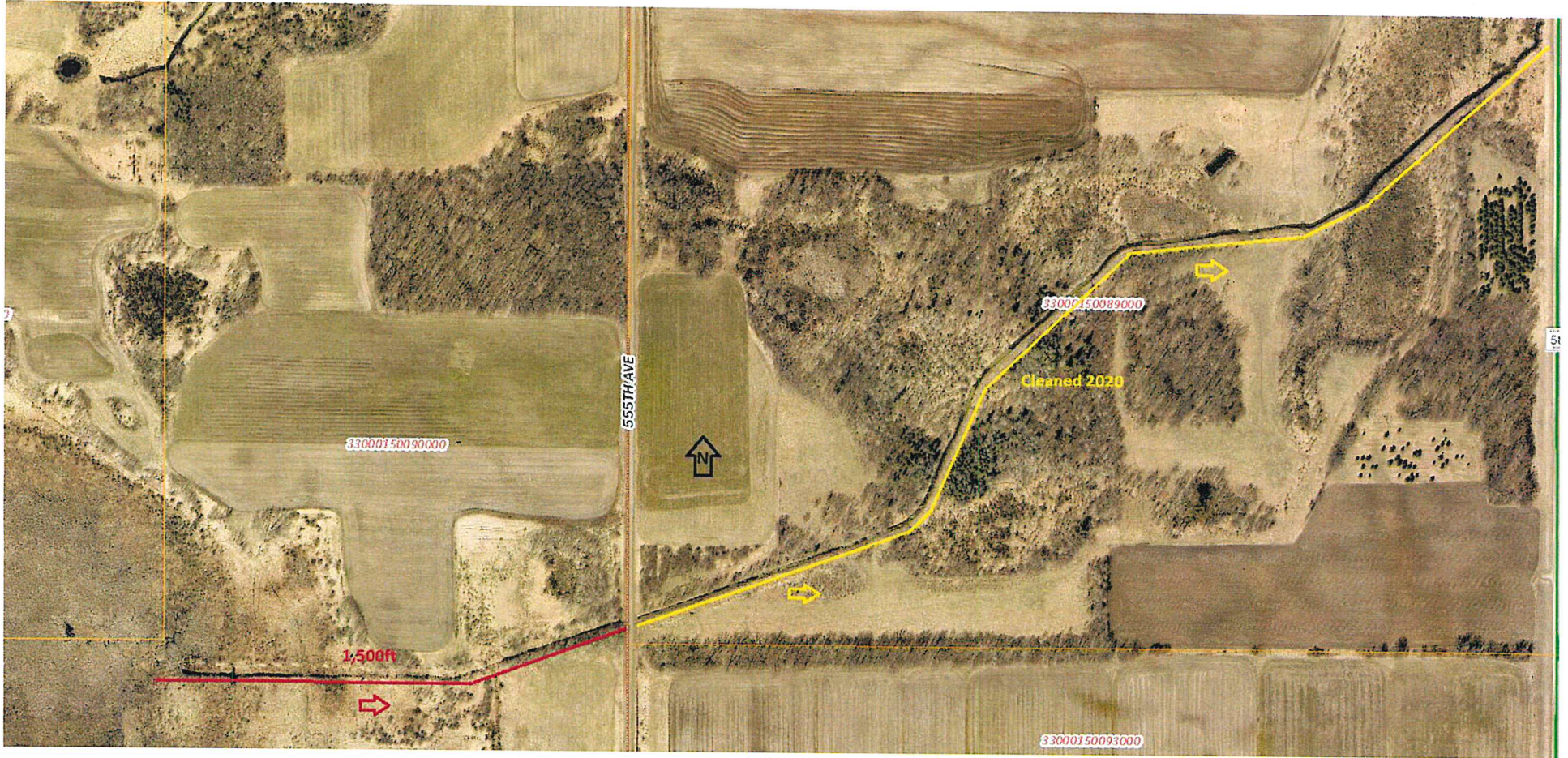
Assessment Letters Sent: Oct/6/21 (\$50,000)

## Repair Requests:

**Brian Bitzan:** several emails over several years, his property is hard to access due to the ditch not being maintained (flooding)

1,500ft of cleanout

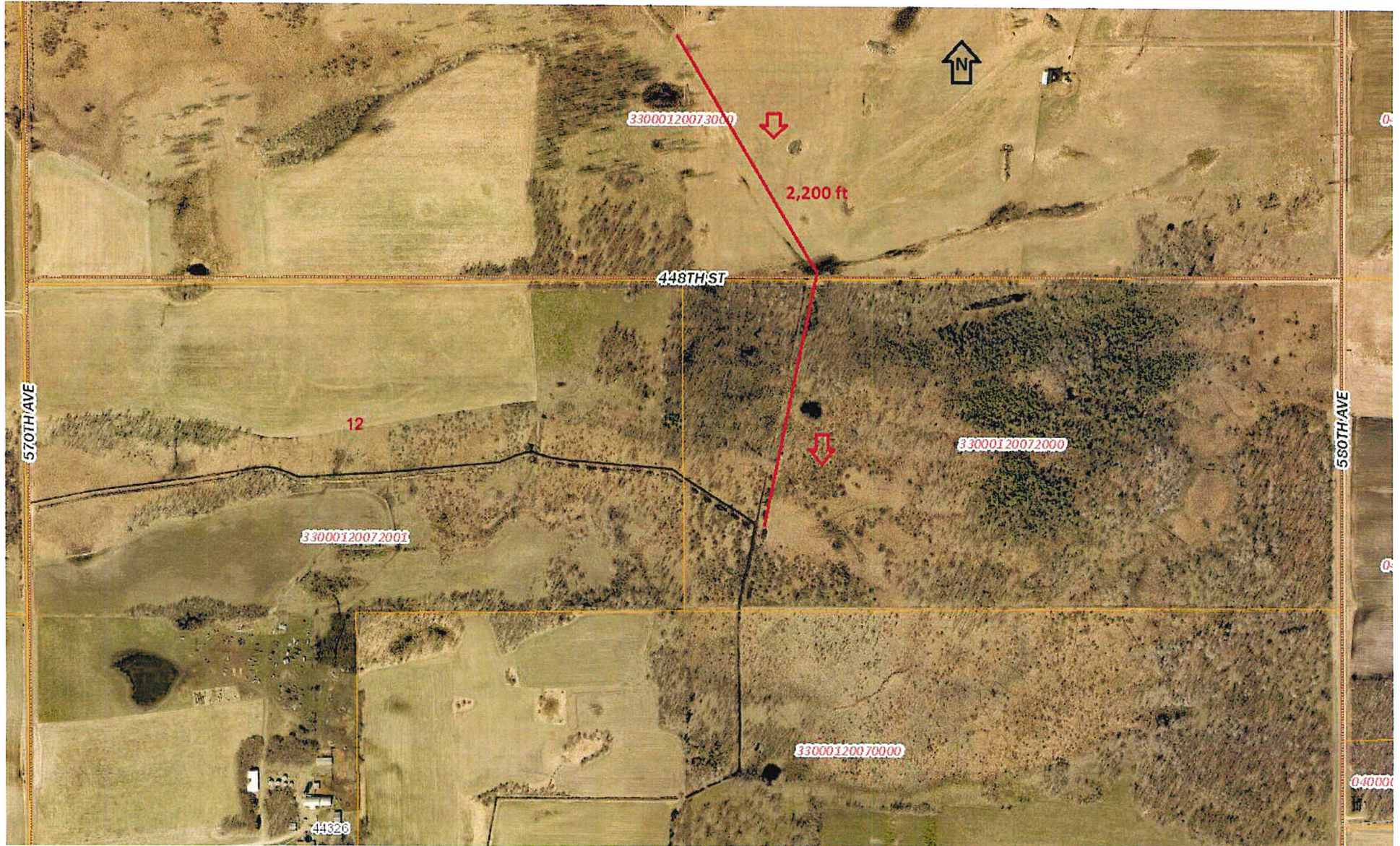
Estimate: 20 hrs of excavator time, \$5,000.00



**Jared Huwe:** several phone conversations and meeting with Drainage Tech, wants to see ditch cleaned since he is now paying for maintenance costs, his neighbor cleaned a private ditch shown below and he wants to see his water flow restored

2,200ft of cleanout

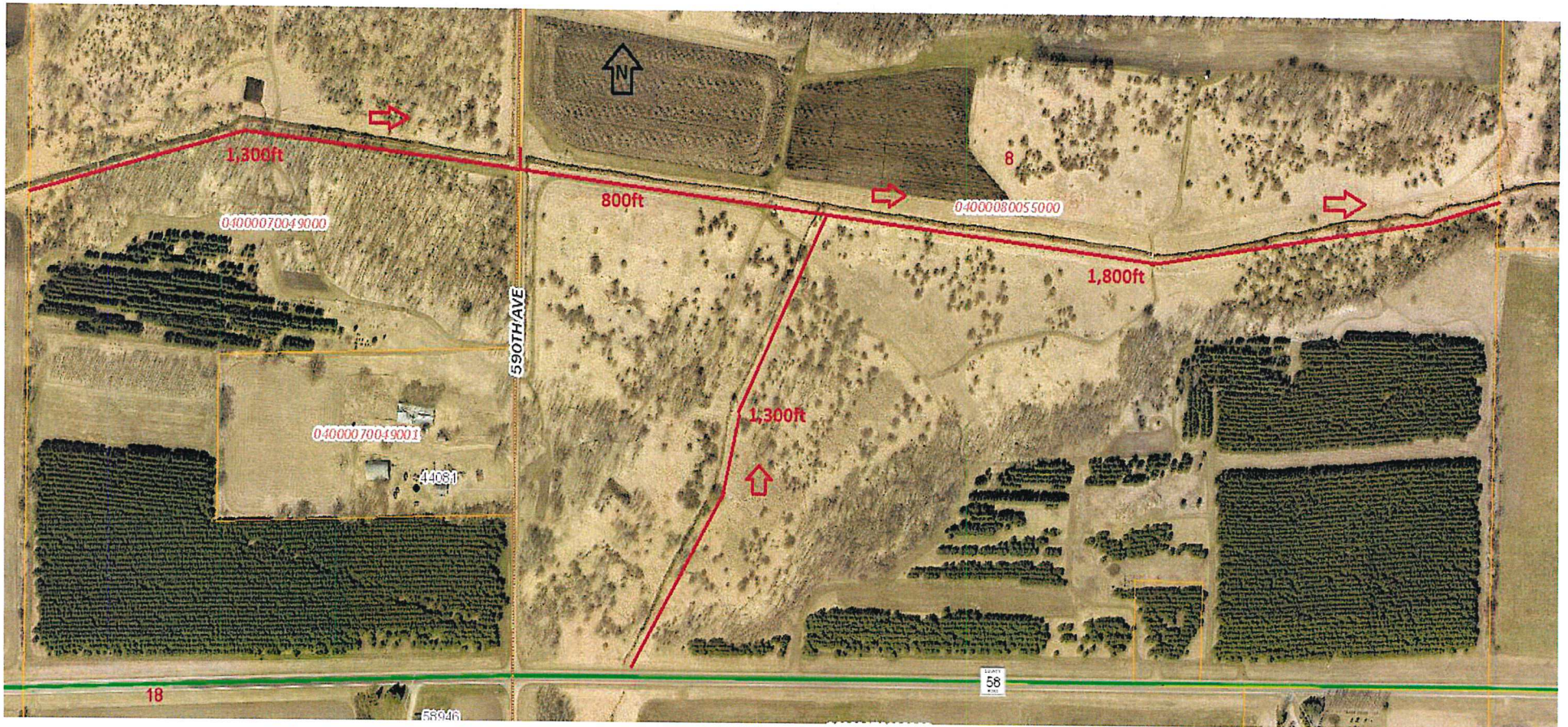
**Estimate: 20 hrs of excavator time, \$5,000.00**



Matthew Niemela: Phone call, meeting with Drainage Tech, wants to see maintenance performed to the ditch since maintenance funds are being collected. Remove vegetation that is choking ditch

5,200ft of cleanout

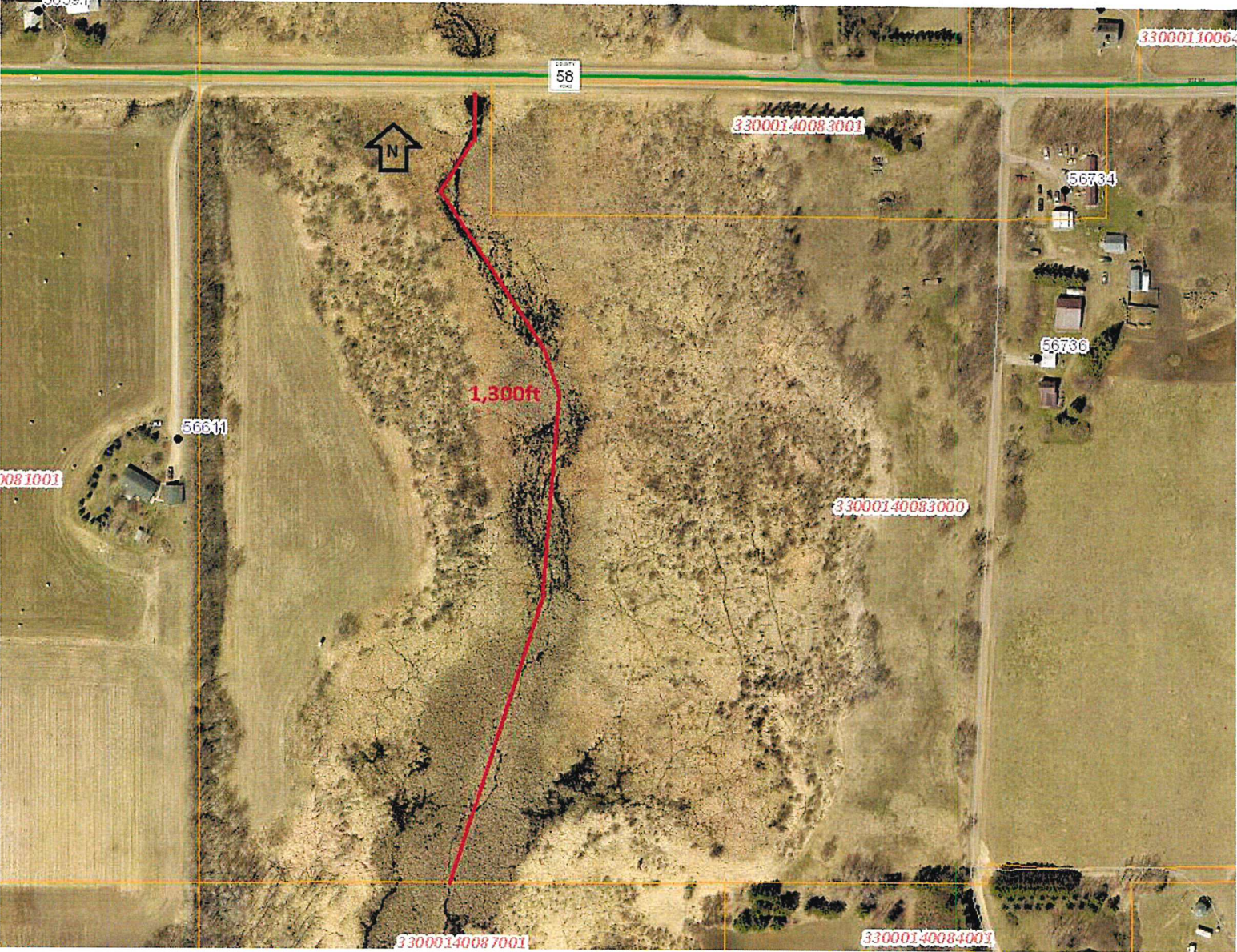
Estimate: 40 hrs of excavator time, \$10,000.00



**Greg Zutter:** Phone call and email request for cleanout, wants to see maintenance performed since funds are being collected. Large beaver dam removed to the south in 2018

1,400ft of cleanout

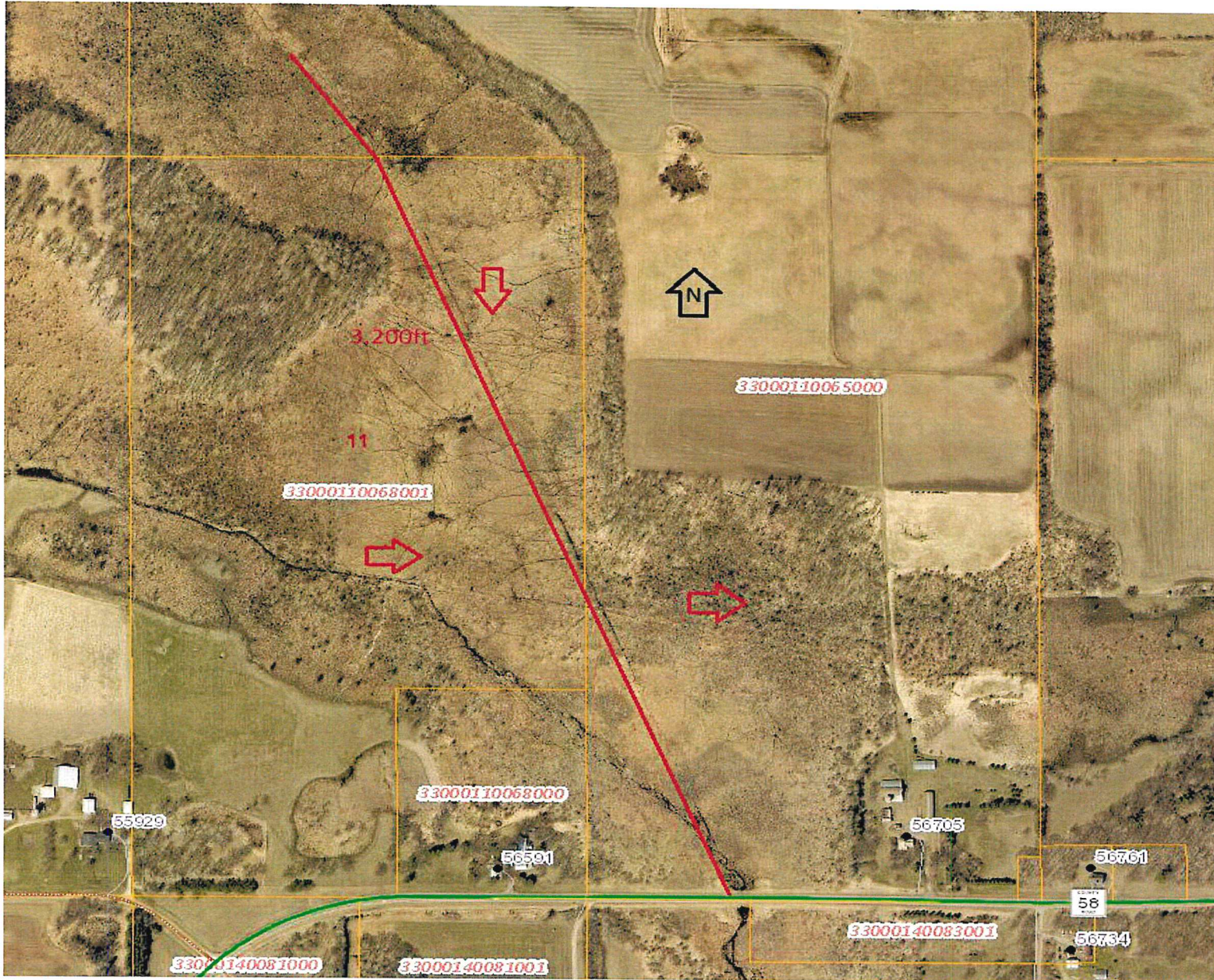
**Estimate:** 20 hrs of excavator time, \$5,000.00



DuWayne Roberts: email request

3,200ft of cleanout

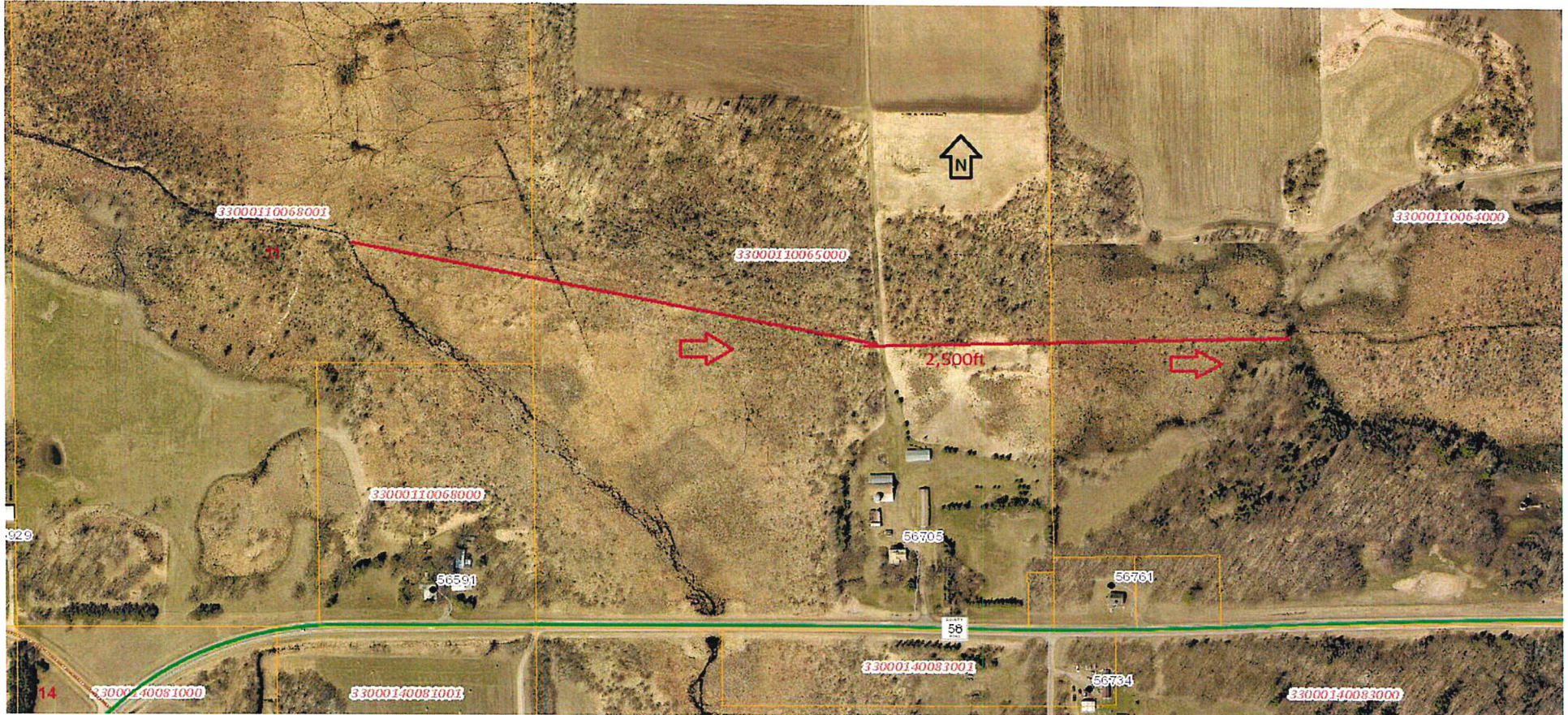
Estimate: 30 hrs of excavator time, \$7,500.00



**Inspector Repair recommendation:** In order for the cleanout requests of Roberts, Zutter, and Bitzan to work more efficiently, the Ditch Inspector would recommend that the portion of Ditch shown below should be addressed at the same time in order to restore flow to the system. With the contractor working in this same area anyway to perform the other work, it would make the most sense to address all areas of concern in order to save money along with performing work that needs to be addressed.

2,500ft of cleanout

**Estimate: 30 hrs of excavator time, \$7,500.00**



**Total Repair Cost Estimate: 140 hrs 16,000ft \$40,000.00**

**Process moving forward:** receive quotes for cleanout from several contractor's who have completed ditch repair work in the past, receive approval from TEP Panel along with DNR for proposed work, work with property owners on preferred access to Ditch

- If work is approved, the cost of the project could be levied as a special assessment in order to spread the cost over 5 years



# MINNESOTA DEPARTMENT OF TRANSPORTATION

## OTTER TAIL COUNTY

### CONSTRUCTION PLAN FOR FULL DEPTH RECLAIM, CULVERTS, WEAR COURSE, SHOULDERING

LOCATED ON C.S.A.H. 58 BETWEEN C.S.A.H. 67 & C.S.A.H. 19 (GEOGRAPHIC DESCRIPTION)

FROM 25°E. OF S.W. COR. SEC. 28, T.136N., R.37W. TO 13.5°W. OF NE. COR. SEC. 17, T.136N., R.36W. (LEGAL DESCRIPTION)

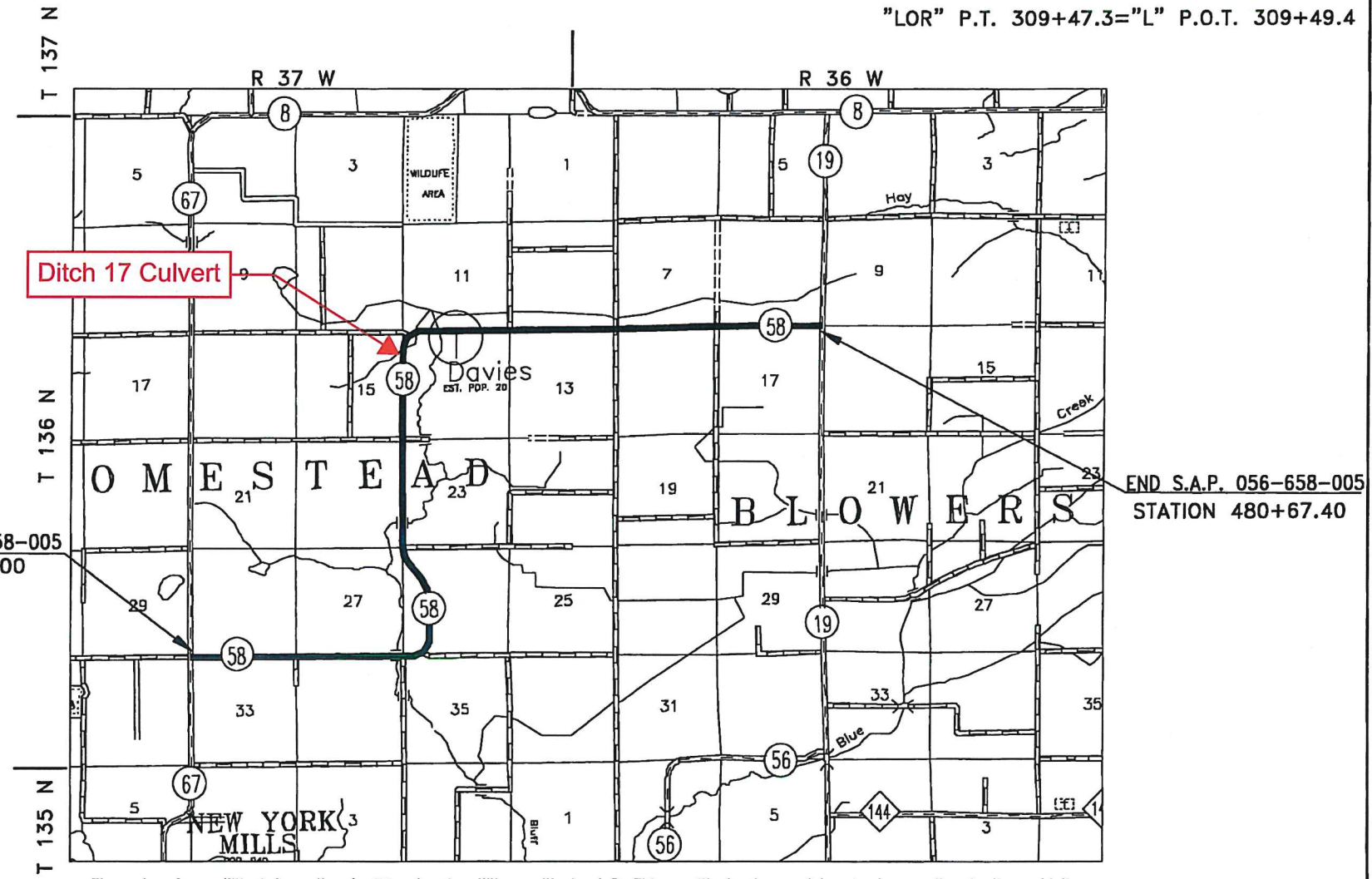
PLAN SYMBOLS	
STATE LINE	---
COUNTY LINE	---
TOWNSHIP OR RANGE LINE	---
SECTION LINE	---
QUARTER LINE	---
SIXTEENTH LINE	---
RIGHT OF WAY LINE	---
PRESENT RIGHT OF WAY LINE	---
CONTROL OF ACCESS LINE	---
PROPERTY LINE (EXCEPT LAND LINES)	---
VACATED PLATTED PROPERTY	---
CORPORATE OR CITY LIMITS	---
TRUNK HIGHWAY CENTER LINE	---
RETAINING WALL	---
RAILROAD	---
RAILROAD RIGHT OF WAY LINE	---
RIVER OR CREEK	---
DRY RUN	---
DRAINAGE DITCH	---
DRAIN TILE	---
CULVERT	---
DROP INLET	---
GUARD RAIL	---
BARBED WIRE FENCE	---
WOVEN WIRE FENCE	---
CHAIN LINK FENCE	---
RAILROAD SNOW FENCE	---
STONE WALL OR FENCE	---
HEDGE	---
RAILROAD CROSSING SIGN	---
RAILROAD CROSSING BELL	---
ELECTRIC WARNING SIGN	---
CROSSING GATE	---
MEANDER CORNER	---
SPRINGS	---
MARSH	---
TIMBER	---
ORCHARD	---
BRUSH	---
NURSERY	---
CATCH BASIN	---
FIRE HYDRANT	---
UNDERPASS (HIGHWAY UNDER)	---
OVERPASS (HIGHWAY OVER)	---
BRIDGE	---
IRON PIPE OR ROD	---
MONUMENT (STONE, CONCRETE OR METAL)	---
WOODEN HUB	---
GRAVEL PIT	---
SAND PIT	---
BORROW PIT	---
ROCK QUARRY	---
SLOPE EASEMENT	---
UTILITY SYMBOLS	
CONDUIT	---
TELEPHONE CABLE IN CONDUIT	---
ELECTRIC CABLE IN CONDUIT	---
TELEPHONE MANHOLE	---
ELECTRIC MANHOLE	---
BURIED TELEPHONE CABLE	---
BURIED ELECTRIC CABLE	---
AERIAL TELEPHONE CABLE	---
SEWER (SANITARY OR STORM)	---
SEWER MANHOLE	---
POWER POLE LINE	---
TELEPHONE OR TELEGRAPH POLE LINE	---
JOINT TELEPHONE AND POWER ON POWER POLES	---
ANCHOR	---
STEEL TOWER	---
STREET LIGHT	---
PEDESTAL (TELEPHONE CABLE TERMINAL)	---
GAS MAIN	---
WATER MAIN	---



GROSS LENGTH	48,040.30	FEET	9.099	MILES
BRIDGES—LENGTH	0.00	FEET	0.000	MILES
EXCEPTIONS—LENGTH	0.00	FEET	0.000	MILES
NET LENGTH	48,040.30	FEET	9.099	MILES

INDEX MAP  
 SCALES  
 0' 5280'

STATION EQUATION  
 "LOR" P.T. 309+47.3="L" P.O.T. 309+49.4



The subsurface utility information in this plan is utility quality level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".

**GOVERNING SPECIFICATIONS**  
 THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.  
 ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST MMUCTD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

**INDEX**

SHEET	DESCRIPTION
1	TITLE SHEET
2-4	ESTIMATED QUANTITIES & DETAILS
5	TYPICAL SECTIONS
6-8	TEMPORARY SEDIMENT CONTROL
9	TRAFFIC CONTROL
10	DETOUR

THIS PLAN CONTAINS 10 SHEETS

**DESIGN DESIGNATION**

PRESENT ADT (2022) W:236 E:141  
 PROJ. ADT (2042) W:243 E:145  
 PROJ. HCADT LESS THAN 150  
 SOIL FACTOR 110%  
10 TON DESIGN TOTAL G.E. 19"  
 SIGMA N-18 = W:91,000 E:49,000  
 R-VALUE = 23  
 SHOULDER WIDTH 4'  
 FUNCTIONAL CLASSIFICATION LOCAL  
 NO. OF TRAFFIC LANES 2 NO. OF PARKING LANES 0  
 DESIGN SPEED 50 MPH

BASED ON STOPPING SIGHT DISTANCE  
 3.5' HEIGHT OF EYE. 2.0' HEIGHT OF OBJECT.  
 DESIGN SPEED NOT ACHIEVED AT: NA

STOP CONDITION AT CSAH 67 & CSAH 19  
 WEST SEGMENT STA: 0+25 - 217+91.0  
 EAST SEGMENT STA: 217+91.0 - 480+67.4

END S.A.P. 056-658-005  
 STATION 480+67.40

*Matthew Yavarow* OTTER TAIL ASST. COUNTY ENGINEER  
 MATTHEW YAVAROW, P.E.  
 DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE: 1/13/2022 LICENSE NUMBER: 57950

APPROVED  
*Charles Grotte* OTTER TAIL COUNTY ENGINEER  
 CHARLES GROTTÉ, P.E.  
 DATE: 1/13/2022 LICENSE NUMBER: 20196

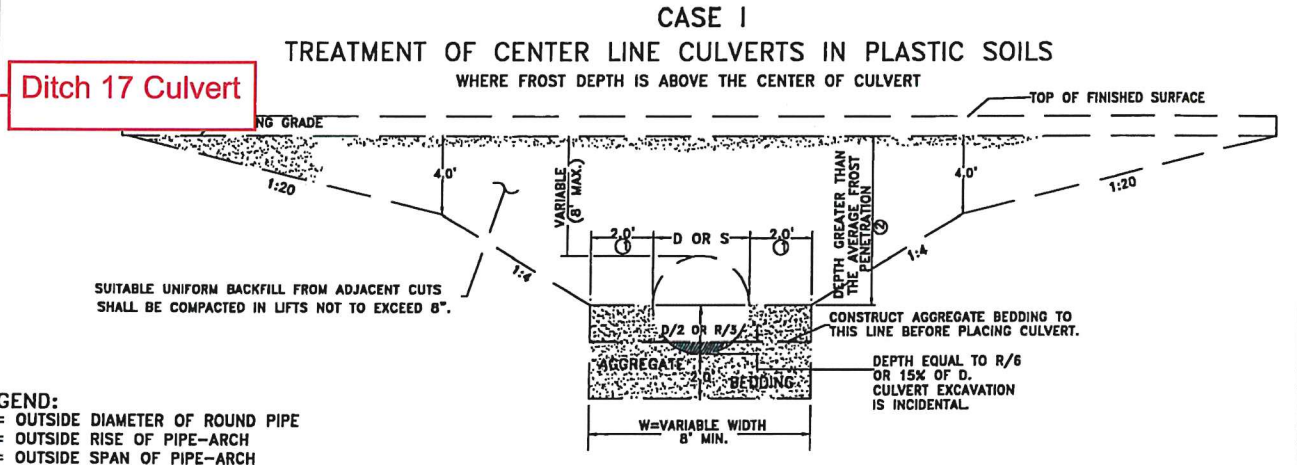
*Nathan M.R. Gamm* DATE 01/18/22  
 DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY.

*Nathan M.R. Gamm* DATE 01/18/22  
 STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING.

PORTABLE CULVERT REQUIREMENTS															
STATION	REMOVE PIPE CULVERTS			F & I RCP CL III			TREATMENT	AGG. BEDDING	SILT FENCE		SILT CURTAIN		BIO ROLLS	HYDRAULIC REINFORCED FIBER MATRIX	
	SIZE (INCHES)	LENGTH (FEET)	TYPE	SIZE	LENGTH	R.C. APRON		CU. YDS.	LT (LIN FT)	RT (LIN FT)	LT (LIN FT)	RT (LIN FT)	LT (LIN FT)	RT (LIN FT)	LB
2+37.45	24	66	RCP	24	54	2	CASE II	45	188	188			16	16	103
221+57.97	24	60	RCP	24	48	2	CSAE III	41	164	164			16	16	81
242+28.79	24	86	RCP	24	74	2	CASE I	59	196	196			16	16	105
268+85.17	36*	84	CSP	36*	78	2	CASE II	65	214	214	30	30			140
*NOTE: 36" ACRH PIPE (36"SPAN, 22"RISE)															
TOTALS		296			254	8		210	762	762	30	30	48	48	429

ADDITIONAL CULVERT INFORMATION						
STATION	ROAD SURFACE C/L	RT/LT INVERT	ELEV.	NORTHING	EASTING	FILL
2+37.45	X		1435.03	264576.84	588963.92	****
		LT	1427.47	264610.87	588963.74	
		RT	1429.67	264544.90	588964.07	
221+57.97	X		1441.64	274908.21	599199.52	****
		LT	1436.09	274907.14	599169.00	
		RT	1435.89	274909.24	599228.96	
242+28.79	X		1443.18	276979.03	599798.74	****
		LT	1434.58	276978.89	599155.27	
		RT	1434.69	276979.16	599241.27	
268+85.17	X		1445.70	279635.36	599187.92	****
		LT	1438.13	279634.89	599140.20	
		RT	1437.79	279635.78	599230.19	
****NOTE: USE EXISTING MATERIAL FOR BACKFILL WASTE WILL BE MINIMAL AND CONSIDERED INCIDENTAL						

CENTERLINE PIPE APRON REPAIRS		
STATION	TYPE/SIZE	REPAIR
142+57	CSP/36"	REMOVE AND REPLACE RT APRON
386+97	CSP/24"	INSTALL NEW LT APRON

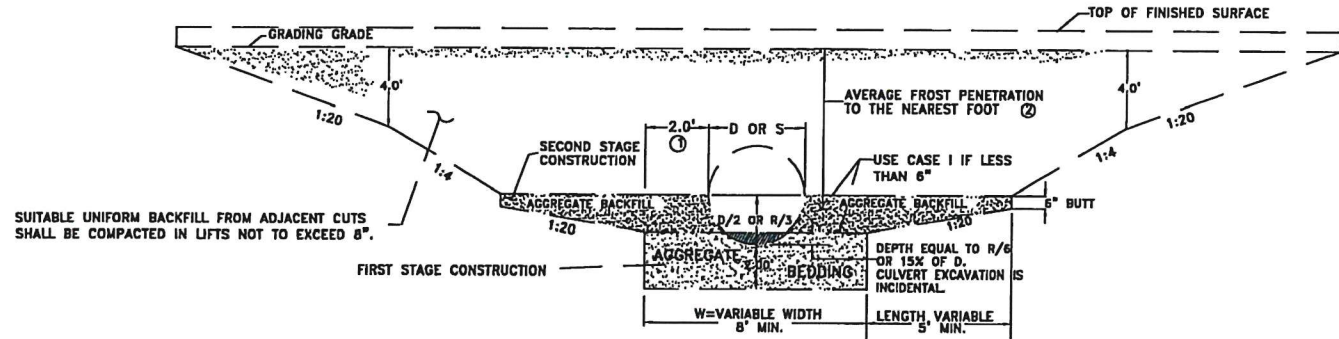


LEGEND:  
D = OUTSIDE DIAMETER OF ROUND PIPE  
R = OUTSIDE RISE OF PIPE-ARCH  
S = OUTSIDE SPAN OF PIPE-ARCH

NOTES:  
SPEC. 2451 SHALL APPLY TO BEDDING AND BACKFILL CONSTRUCTION.  
AGGREGATE BACKFILL IS INCIDENTAL TO CENTER LINE CULVERTS.  
STRUCTURE EXCAVATION SHALL BE CONSIDERED INCIDENTAL.  
A MECHANICAL TAMPER AND COMPACTOR SHALL BE USED FOR COMPACTING THE BACKFILL AND/OR BEDDING ON ALL CENTERLINE CULVERTS.

- ① ON SMALLER PIPES, THIS DISTANCE WILL BE GREATER IN ORDER TO MAINTAIN A MIN. 8 FT. WIDTH FOR W.
- ② AVERAGE FROST DEPTH PENETRATION IS 6 FT.

CASE II  
TREATMENT OF CENTER LINE CULVERTS IN PLASTIC SOILS  
WHERE FROST DEPTH FALLS WITHIN THE SECOND STAGE CONSTRUCTION LIMITS

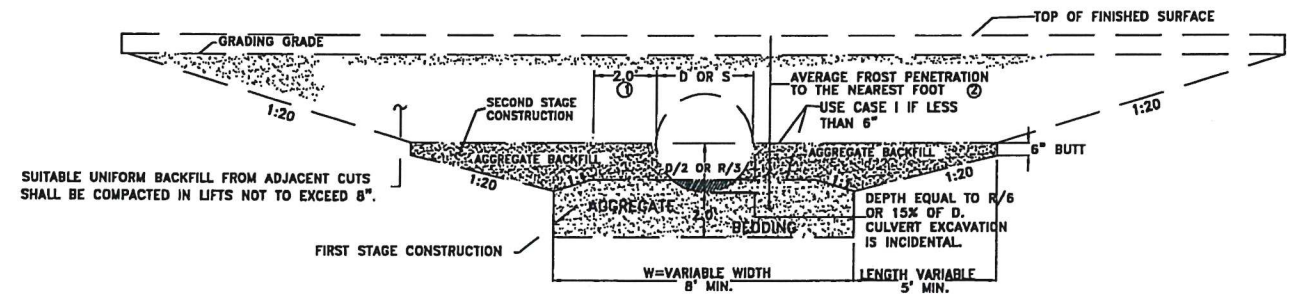


LEGEND:  
D = OUTSIDE DIAMETER OF ROUND PIPE  
R = OUTSIDE RISE OF PIPE-ARCH  
S = OUTSIDE SPAN OF PIPE-ARCH

NOTES:  
SPEC. 2451 SHALL APPLY TO BEDDING AND BACKFILL CONSTRUCTION.  
AGGREGATE BACKFILL IS INCIDENTAL TO CENTER LINE CULVERTS.  
STRUCTURE EXCAVATION SHALL BE CONSIDERED INCIDENTAL.  
A MECHANICAL TAMPER AND COMPACTOR SHALL BE USED FOR COMPACTING THE BACKFILL AND/OR BEDDING ON ALL CENTERLINE CULVERTS.

- ① ON SMALLER PIPES, THIS DISTANCE WILL BE GREATER IN ORDER TO MAINTAIN A MIN. 8 FT. WIDTH FOR W.
- ② AVERAGE FROST DEPTH PENETRATION IS 6 FT.

CASE III  
TREATMENT OF CENTER LINE CULVERTS IN PLASTIC SOILS  
WHERE FROST DEPTH FALLS WITHIN THE FIRST STAGE CONSTRUCTION LIMITS



LEGEND:  
D = OUTSIDE DIAMETER OF ROUND PIPE  
R = OUTSIDE RISE OF PIPE-ARCH  
S = OUTSIDE SPAN OF PIPE-ARCH

NOTES:  
SPEC. 2451 SHALL APPLY TO BEDDING AND BACKFILL CONSTRUCTION.  
AGGREGATE BACKFILL IS INCIDENTAL TO CENTER LINE CULVERTS.  
STRUCTURE EXCAVATION SHALL BE CONSIDERED INCIDENTAL.  
A MECHANICAL TAMPER AND COMPACTOR SHALL BE USED FOR COMPACTING THE BACKFILL AND/OR BEDDING ON ALL CENTERLINE CULVERTS.

- ① ON SMALLER PIPES, THIS DISTANCE WILL BE GREATER IN ORDER TO MAINTAIN A MIN. 8 FT. WIDTH FOR W.
- ② AVERAGE FROST DEPTH PENETRATION IS 6 FT.

CERTIFIED BY: *[Signature]* LIC. NO. 57950 4/13/2022  
PROFESSIONAL ENGINEER

S.A.P. 056-658-005

Sheet No. 4 of 10 Sheets

**AMENDMENT TO  
REAL ESTATE PURCHASE AGREEMENT**

**THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**  
("Amendment") is dated as of February 10th 2022, by and between **Otter Tail County MN**, a business entity organized under the laws of the State of Minnesota ("**Buyer**") and **Fergus Falls Newspapers, Inc.**, a business entity organized under the laws of the State of Minnesota ("**Seller**").

**RECITALS**

**WHEREAS**, Seller and Buyer entered into a Real Estate Purchase Agreement dated January 25, 2022 ("Purchase Agreement") for the conveyance of real property located in the City of Fergus Falls, MN;

**WHEREAS**, the parties desire to provide Seller time post-closing to remove the Press t;

**NOW, THEREFORE**, in consideration of the covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

**1. AMENDMENT TO ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT.** The Addendum To Commercial Purchase Agreement is hereby amended to include the following:

Buyer shall permit Seller, at no cost to Seller, sixty (60) business days after the date of closing to remove Seller's Press (the "Press") from the Property. Seller shall provide forty-eight (48) hours' notice to Buyer of the date and time on which Seller intends to begin removal of the Press from the Property, and Seller shall have twenty-four (24) hour access to the Property and to the Press for removal. In the event that the Press is not removed from the Property within sixty (60) business days after the date of closing, Seller shall pay Buyer the amount of Twenty-Five (\$25.00) Dollars per day for each day that the Press has not been removed from the Property.

**2. FULL FORCE AND EFFECT.** Except as provided in this Amendment, all terms and provisions of the Purchase Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

**SELLER:**

**Fergus Falls Newspapers, Inc.**

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

Its Vice President

Date: 2/10/22 \_\_\_\_\_

**BUYER:**

**Otter Tail County MN**

By:  *Otter Tail County*

Its Deputy County Administrator / Communications &  
External Relations Director - Nick Leonard

Date: 02/08/22



COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2021 Minnesota Association of REALTORS®, Minnetonka, MN

1. Page 1 Date January 25 2022

2. BUYER(S) is/are: Otter Tail County MN, (Check one.)

3. [ ] individual(s); OR [X] a business entity organized under the laws of the State of Mn.

4. SELLER(S) is/are: Fergus Falls Newspapers Inc, (Check one.)

5. [ ] individual(s); OR [X] a business entity organized under the laws of the State of Mn.

6. Buyer's earnest money in the amount of 0.00

7. Dollars

8. (\$ 0.00) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date to be deposited in the trust account of: (Check one.)

10. [ ] listing broker; or

11. [ ] N.F.Field Abstract Company, (Trustee)

12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.

13. Said earnest money is part payment for the purchase of property at

14. 914 E Channing Ave located in the

15. City/Township of Fergus Falls, County of Otter Tail,

16. State of Minnesota, Zip Code 56537, PID # (s) 71001990859000 & 71001990447000

18. and legally described as follows EX HWY. LOTS 10, 11 & 12 BLK 2& E1/2 PECK & CHANNING VAC Waters 4th Addn

19. Parcel # 71-001-99-0859-000 Sec-Twp-Rng: 02-132-043 & LOTS 1 & 2 BLK 3 LOTS 1 THRU 8 BLK 4 & VAC GROVE

20. & W1/2 PECK ST ADJ DEARBORN & LEWIS ADDN Sec-Twp-Rng: 02-132-043 Parcel #71-001-99-0447-000 (collectively the "Property")

21. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement: Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. Five Hundred Twenty-One Thousand Five Hundred

25. (\$ 521,500.00) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

26. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

28. 2. FINANCING of percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

30. Such financing shall be: (Check one.) [ ] a first mortgage; [ ] a contract for deed; or [ ] a first mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement:

32. [ ] Conventional/SBA/Other [ ] Contract for Deed. (Check one.)

33. DUE DILIGENCE: This Purchase Agreement [ ] IS [X] IS NOT subject to a due diligence contingency. (If answer is IS, (Check one.)

34. see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

35. CLOSING: The date of closing shall be February 28th 2022.

**COMMERCIAL PURCHASE AGREEMENT**36. Page 2 Date January 25 202237. Property located at 914 E Channing Ave Fergus Falls MN 5653738. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*39.  **WARRANTY DEED**  **LIMITED WARRANTY DEED**  **CONTRACT FOR DEED**40.  **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:

41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): \_\_\_\_\_

46. \_\_\_\_\_

47. **TENANTS/LEASES:** Property  **IS**  **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*  
-----*(Check one.)*-----48. *to Commercial Purchase Agreement: Due Diligence*).49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease  
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be51. provided to Seller within \_\_\_\_\_ days of Seller's written request. Said consent  
52. shall not be unreasonably withheld.53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and  
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.  
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall  
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.57. **SPECIAL ASSESSMENTS:**58.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY**  
-----*(Check one.)*-----59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and  
60. payable in the year of closing.61.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments  
-----*(Check one.)*-----

62. levied as of the Date of this Purchase Agreement.

63.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
-----*(Check one.)*-----64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments  
66. or less, as allowed by Buyer's lender.)67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
68. which is not otherwise here provided.69. As of the Date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice  
-----*(Check one.)*-----70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before  
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement  
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,  
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may  
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the  
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement  
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said  
78. cancellation and directing all earnest money paid here to be refunded to Buyer.

MNC:PA-2 (8/21)

**COMMERCIAL PURCHASE AGREEMENT**79. Page 3 Date January 25 202280. Property located at 914 E Channing Ave Fergus Falls MN 56537.81. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*82.  **IMMEDIATELY AFTER CLOSING;** or83.  **OTHER:** Immediately upon signed and delivered purchase agreement to all parties to perform minor remodeling.84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
85. by possession date.86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date  
90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation  
94. and directing all earnest money paid here to be refunded to Buyer.95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 10 days after Final  
96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy  
97. of title insurance from N.F.Field Abstract Company, including levied and pending special  
(Name of Title Company)98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title  
99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed  
100. to have waived any title objections not made within the Objection Period provided for immediately above and any  
101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified  
102. here to be delivered pursuant to this Agreement.103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated  
107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall  
108. not delay the closing.109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
113. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
116. declined to cure without reduction in the Purchase Price.117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
121. closing shall be postponed.122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled  
125. closing date, whichever is later.

MNC:PA-3 (8/21)



**COMMERCIAL PURCHASE AGREEMENT**126. Page 4 Date January 25 2022

127. Property located at 914 E Channing Ave Fergus Falls MN 56537.
128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice
137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and
138. to proceed to closing as provided in the immediately preceding sentence.
139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
142. earnest money paid here as liquidated damages.
143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
145. (6) months after such right of action arises.
146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
147. of Seller's knowledge.
148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to
150. closing, Seller will promptly notify Buyer of such proceeding.
151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
153. operation of the Property.
154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
156. structure on, or improvement to, the Property.
157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
160. received by Seller shall be provided to Buyer immediately.
161. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
162. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
163. to purchase, rights of first refusal, or other similar rights affecting the Property.
164. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
165. of closing.
166. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
167. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of
168. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
169. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on
170. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
171. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
172. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
173. of Seller, and are enforceable in accordance with their terms.
174. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
175. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
176. breach of any of the above representations and warranties, whether such breach is discovered before or after the
177. date of closing.
178. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations
179. and warranties.

**COMMERCIAL PURCHASE AGREEMENT**180. Page 5 Date January 25 2022181. Property located at 914 E Channing Ave Fergus Falls MN 56537

182. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
 183. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
 184. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
 185. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
 186. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
 187. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
 188. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
 189. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
 190. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
 191. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
 192. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
 193. the date of closing.

194. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

195. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
 196. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
 197. ending at 11:59 P.M. on the last day.

198. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
 199. stated elsewhere by the parties in writing.

200. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means "calendar days." "Calendar  
 201. days" include Saturdays, Sundays, and state and federal holidays.

202. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
 203. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
 204. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

205. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
 206. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

207. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
 208. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
 209. performance, such action must be commenced within six (6) months after such right of action arises.

210. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
 211. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
 212. **DATE OF THIS PURCHASE AGREEMENT.**

213. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

214. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

215.  Seller is not aware of any methamphetamine production that has occurred on the Property.

216.  Seller is aware that methamphetamine production has occurred on the Property.

217. (See *Disclosure Statement: Methamphetamine Production.*)

218. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
 219. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
 220. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
 221. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

222. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
 223. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
 224. be obtained by contacting the local law enforcement offices in the community where the Property is located  
 225. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
 226. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

MNC:PA-5 (8/21)

**COMMERCIAL PURCHASE AGREEMENT**

227. Page 6 Date January 25 2022

228. Property located at 914 E Channing Ave Fergus Falls MN 56537

229. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential  
 230. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*  
 231. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.  
 232. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

233. **(Check appropriate boxes.)**  
 234. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:  
 235. **CITY SEWER**  **YES**  **NO** / **CITY WATER**  **YES**  **NO**  
 236. **SUBSURFACE SEWAGE TREATMENT SYSTEM**  
 237. SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
 -----(Check one.)-----  
 238. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
 239. *Subsurface Sewage Treatment System*.)  
 240. **PRIVATE WELL**  
 241. SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
 -----(Check one.)-----  
 242. is located on the Property, see *Disclosure Statement: Well*.)  
 243. To the best of Seller's knowledge, the Property  **IS**  **IS NOT** in a Special Well Construction Area.  
 -----(Check one.)-----  
 244. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*  
 -----(Check one.)-----  
 245. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*  
 246. (If answer is **IS**, see attached *Addendum*.)  
 247. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
 248. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
 249. **TREATMENT SYSTEM.**

250. There  **IS**  **IS NOT** a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.  
 -----(Check one.)-----  
 251. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

252. **AGENCY NOTICE**  
 253. Mary S Pettit/BRIAN D ROSSI is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent.**  
 (Licensee) -----(Check one.)-----  
 254. KW Realty Prof/Bell Cornerstone  
 (Real Estate Company Name)  
 255. Thomas H Verhelst/Mary Petitt is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent.**  
 (Licensee) -----(Check one.)-----  
 256. Keller Williams Realty Professionals  
 (Real Estate Company Name)

257. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
 258. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
 259. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
 260. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
 261. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
 262. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
 263. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
 264. may not advocate for one party to the detriment of the other.



COMMERCIAL PURCHASE AGREEMENT

265. Page 7 Date January 25 2022

266. Property located at 914 E Channing Ave Fergus Falls MN 56537

267. CONSENT TO DUAL AGENCY
268. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
269. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
270. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
271. transaction without the consent of both parties. Both parties acknowledge that
272. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
273. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
274. be shared;
275. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
276. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
277. sale.
278. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
279. salespersons to act as dual agents in this transaction.

280. SELLER: Fergus Falls Newspapers Inc
(Business Entity or Individual Name)
281. By: [Signature]
(Seller's Signature)
282. Todd Carpenter
(Seller's Printed Name)
283. Its: Vice President
(Title)
284. 01/27/22
(Date)

BUYER: Otter Tail County, MN
(Business Entity or Individual Name)
By:
(Buyer's Signature)
(Buyer's Printed Name)
Its:
(Title)
(Date)

285. SELLER:
(Business Entity or Individual Name)
286. By:
(Seller's Signature)
287.
(Seller's Printed Name)
288. Its:
(Title)
289.
(Date)

BUYER:
(Business Entity or Individual Name)
By:
(Buyer's Signature)
(Buyer's Printed Name)
Its:
(Title)
(Date)

290. SUCCESSORS AND ASSIGNS: All provisions of this Purchase Agreement shall be binding on successors and
291. assigns.

292. CLOSING COSTS: Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
293. cash outlay at closing or reduce the proceeds from the sale.

294. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
295. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
296. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer
297. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

298. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
299. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
300. the closing and delivery of the deed.

301. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
302. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
303. identification numbers or Social Security numbers.



**COMMERCIAL PURCHASE AGREEMENT**304. Page 8 Date January 25 2022

305. Property located at 914 E Channing Ave Fergus Falls MN 56537.
306. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
 307. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
 308. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**  
 309. **party whether the transaction is exempt from FIRPTA withholding requirements.**
310. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens  
 311. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the  
 312. sale of agricultural land and Buyer is a foreign person.
313. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,  
 314. January 27th 2022, and in such event all earnest money shall be returned to Buyer.
315. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
 316. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
 317. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
 318. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
 319. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
 320. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
 321. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
 322. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
 323. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
 324. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
 325. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
 326. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
 327. consent.
328. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
 329. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
 330. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
 331. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
 332. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
 333. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
 334. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
 335. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
 336. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
 337. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
 338. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable  
 339. made by such party.
340. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
 341. and all addenda must be fully executed by both parties and a copy must be delivered.
342. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
 343. this transaction constitute valid, binding signatures.
344. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
 345. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
 346. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
 347. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
 348. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
 349. Agreement.
350. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
 351. contract for deed and be enforceable after the closing.
352. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
 353. (1) of this Purchase Agreement.

MNC:PA-8 (8/21)

COMMERCIAL PURCHASE AGREEMENT

354. Page 9 Date January 25 2022

355. Property located at 914 E Channing Ave Fergus Falls MN 56537

356. OTHER: See attached addendum for additional terms

357.
358.

359. ADDENDA: Attached addenda are a part of this Purchase Agreement.

360. [ ] If checked, this Purchase Agreement is subject to
361. attached Addendum to Commercial Purchase
362. Agreement: Counteroffer.

363. FIRPTA: Seller represents and warrants, under penalty
364. of perjury, that Seller [ ] IS [X] IS NOT a foreign person (i.e., a
------(Check one.)-----

365. non-resident alien individual, foreign corporation, foreign
366. partnership, foreign trust, or foreign estate for purposes
367. of income taxation. (See lines 294-312.) This representation
368. and warranty shall survive the closing of the transaction
369. and the delivery of the deed.

370. SELLER

371. Fergus Falls Newspapers Inc
(Business Entity or Individual Name)

372. By: [Signature]
(Seller's Signature)

373. Todd Carpenter
(Seller's Printed Name)

374. Its: Vice President
(Title)

375. 01/27/22
(Date)

376. SELLER

377.
(Business Entity or Individual Name)

378. By:
(Seller's Signature)

379.
(Seller's Printed Name)

380. Its:
(Title)

381.
(Date)

BUYER

Otter Tail County, MN
(Business Entity or Individual Name)

By: [Signature]
(Buyer's Signature)

Otter Tail County
(Buyer's Printed Name)

Its:
(Title)

01/26/2022
(Date)

BUYER

(Business Entity or Individual Name)

By:
(Buyer's Signature)

(Buyer's Printed Name)

Its:
(Title)

(Date)

382. FINAL ACCEPTANCE DATE: 01/27/22 The Final Acceptance Date
383. is the date on which the fully executed Purchase Agreement is delivered.

384. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
385. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

386. THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT
387. DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER
388. MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT
389. TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.
390. BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE
391. THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker’s account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign  
*Otter Tail County*

01/26/22

(Signature)

(Date)

(Signature)

01/27/22

(Date)

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### ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT

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1. Date January 11th, 2022

2. Page 1

3. Addendum to Purchase Agreement between parties, dated January 11th 2022  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 914 E Channing Ave Fergus Falls MN 56537

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language  
7. in this Addendum shall govern.

8. Buyer is accepting property in as is condition.

9. Buyer will accept all personnel property left on site as of the date of closing.

10. Per Minnesota Statute, this offer is contingent upon the final approval by the Otter Tail County Board of  
11. Commissioners on February 15th, 2022. If the Commissioners do not approve on 2-15-22 buyers and sellers will sign a  
cancellation of the purchase agreement releasing all parties from the contract with no further obligation by either  
party to the other

12. Nick Leonard an Otter Tail County Deputy Administrator has the signing authority to sign on behalf of the purchaser  
Otter Tail County, MN

13. Tom Verhelst & Mary Pettit are representing the sellers in the transaction and the buyers acknowledge that Tom  
Verhelst & Mary Pettit are not representing the buyers.

14. Seller hereby discloses, and Purchaser hereby acknowledges that on or around 1/10/2022, as a  
15. result of a power spike, two (2) of the heating units experienced problems. Several cartridge fuses, four (4) discs,  
and one (1) motor were burned out. Seller is investing funds to repair the known issues, and has provided financial  
16. consideration to Purchaser in the manner of a reduced  
Purchase Price to account for further repairs and maintenance on the units. Upon closing,  
17. Purchaser shall be solely responsible for all costs of any such further repairs, replacements, and  
maintenance.

18. Seller has or will be executing assignable purchase options for this Property to multiple prospective purchasers who  
are interested in pursuing the award of the VA solicitation # 36C26322R0045. Upon closing, Seller shall assign all  
purchase options to Purchaser and Purchaser, in its sole discretion, may terminate such purchase options.

19. **SELLER**

20. Fergus Falls Newspapers Inc  
(Business Entity or Individual Name)

21. By: [Signature]  
(Seller)

22. Its: Vice President  
(Title)

23. 01/27/22  
(Date)

**BUYER**

Otter Tail County Mn  
(Business Entity or Individual Name)

By: Otter Tail County  
(Buyer)

Its: Deputy County Administrator/Communications & External Relations Director  
(Title)

01/26/2022  
(Date)

24. **SELLER**

25. \_\_\_\_\_  
(Business Entity or Individual Name)

26. By: \_\_\_\_\_  
(Seller)

27. Its: \_\_\_\_\_  
(Title)

28. \_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**





## Encumbrance Form

**GENERAL INFORMATION:**

<b>Requestor:</b>	Chuck Niska
<b>Description:</b>	SNOWMOBILE SAFETY ENFORCEMENT GRANT

**CONTRACT INFORMATION:**

[bfitzgib@co.ottertail.mn.us](mailto:bfitzgib@co.ottertail.mn.us)

<b>Total Contract Amount:</b>	\$ 15,358.00
<b>Effective Date:</b>	July 1, 2021
<b>Expiration Date:</b>	June 30, 2023
<b>Vendor Name:</b>	OTTER TAIL County Sheriff's Office
<b>Vendor Address:</b>	417 South Court Street, Fergus Falls, MN 56537
<b>Vendor #</b>	0000197309 005
<b>Contract #:</b>	206640
<b>PO #:</b>	<span style="background-color: yellow;">FY2022:</span> 3-203219 <span style="background-color: #f4cccc;">FY2023:</span>

**FUNDING INFORMATION:**

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2101	R2937714	R297404	441302	27822		\$ 7,679.00
2023		2101	R2937714	R297404	441302	27822		\$ 7,679.00
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	Amount
Line 1						84101501		\$ 7,679.00
Line 2								
Line 3								

# STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and OTTER TAIL County Sheriff's Office, 417 South Court Street, Fergus Falls, MN 56537 ("GRANTEE").

## Recitals Section

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Article 1, Section 3, Subdivision 7(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

#### 1.1 *Effective date:*

July 1, 2021. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

#### 1.2 *Expiration date:*

June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

- 1.4 Notwithstanding Minn.Stat.§ 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement unless otherwise provided.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4(a)(1). The Grantee will be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE)**

**Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State’s Authorized Representative.
- **POST on the Grantee’s website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

#### 4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### (a) Compensation

The Grantee will be reimbursed up to \$ **7,679.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 (the effective date of the grant) and June 30, 2022, and \$ **7,679.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

##### (b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ **15,358.00**

#### 4.2 Payment

##### (a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023.**

Invoices for state fiscal year 2023 must be submitted **before June 30, 2024.**

Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

### 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed \$ **7,679.00** prior to July 1, 2023.

Eligible reimbursement costs may not exceed \$ **7,679.00** prior to July 1, 2024.

## **6 Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Barry Fitzgibbons, OTTER TAIL County Sheriff's Office, 417 South Court Street, Fergus Falls, MN 56537 218-998-8555, bfitzgib@co.ottertail.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in

this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

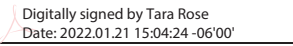
14.4 **Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.**

**15 Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05*

Signed: Tara Rose  Digitally signed by Tara Rose  
Date: 2022.01.21 15:04:24 -06'00'

Date: \_\_\_\_\_

SWIFT Contract/PO No(s). 206640/3-203219

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

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

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

- Agency
- Grantee
- State's Authorized Representative

February 7, 2022

**Otter Tail County Board**  
 515 West Fir Avenue  
 Fergus Falls, MN

Subject: Proposal for **Otter Tail County (2022) Transportation Plan Update**

Otter Tail County Board,

We are excited to submit this proposal to update the Otter Tail County Transportation Plan. The purpose of this Transportation Plan Update is to refresh existing conditions documentation, identify current opportunity areas, and outline potential improvements to all modes of the transportation system. The County has also requested this update include the development of a Complete Streets Policy. TC2 is partnering with Braun Intertec to complete this update. The scope of services provided below is based on our understanding of the project and Otter Tail County's needs.

**SCOPE OF SERVICES**

We propose to carry out the work as described in the following six tasks per discussion with County staff and review of EGCI meeting minutes. These tasks are summarized here and more defined with further details in Attachment A.

<b>(1) EXISTING CONDITIONS</b>	Summarize the existing transportation conditions within and immediately adjacent to the county through <b>narrative, mapping, graphics, and figures.</b>
<b>(2) FUTURE SYSTEM ANALYSIS</b>	Collaborate with County staff to identify potential <b>functional and jurisdictional classification changes, system enhancements, and multimodal updates.</b>
<b>(3) FINANCIAL AND PERFORMANCE ANALYSIS</b>	Utilize recent pavement data to understand the state of <b>system management, funding, investments, and project identification.</b>
<b>(4) COMPLETE STREETS POLICY</b>	Work with communities throughout the county to create a complete streets policy that envisions <b>county roads for all users and modes.</b>
<b>(5) COMMUNITY ENGAGEMENT</b>	<b>Engage the community</b> to identify gaps in the system, desired improvements, and confirm stated goals and objectives.
<b>(6) PROJECT MANAGEMENT</b>	<b>Provide day-to-day project management,</b> administration, and quality control. Facilitate regular meetings with the project management team. <b>Engage cities</b> to inform and shape the Complete Streets Policy.

**SCHEDULE**

We are prepared to begin immediately and will work with County staff to complete this project within a mutually agreed-upon schedule. At this time, it is anticipated the project will be complete by November 2022.

**BASIS OF PAYMENT/BUDGET**

We propose to be reimbursed for our services on an hourly basis. Direct project expenses, such as data collection, supplies, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles.

Invoices are submitted monthly for work performed during the previous month. Payment is due within 30 days. Based on our understanding of the project, the cost of our services will not exceed \$79,714.50, including expenses. Our cost proposal is included in Attachment B.

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, we will submit a budget request for the new work and will not begin work until we receive authorization to proceed.

**STANDARD TERMS AND CONDITIONS**

This proposal is valid for 90 days from issuance. TC2 reserves the right to adjust the fee after that time. A complete list of TC2's standard terms and conditions are included in Attachment C.

**ACCEPTANCE/NOTICE TO PROCEED**

A signed copy of this proposal, mailed or emailed, indicates acceptance and notice to proceed. We appreciate your consideration of this proposal and look forward to working with you. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

**Craig Vaughn, PE (MN), PTOE**  
Principal, Founder

Approved:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT A: SCOPE DETAILS

Based on our understanding of the most recent Transportation Plan Update and desired updates now, we have outlined the tasks that follow. These tasks can be discussed and edited prior to approval if desired.

### TASK 1

#### EXISTING CONDITIONS

To understand the current state of Otter Tail County and its systems, an existing conditions report will be completed. This will incorporate demographics, traffic and crash data, land use changes, and relevant planning documents. We will also ensure pavement management data is up to date for reporting purposes.

**At the completion of this task, we will provide a summary of:**

- Functional and jurisdictional classifications
- Roadway designation
- Road characteristics (lanes, shoulder width, pavement type, weight capacity, etc.)
- Pavement condition
- Traffic and congestion
- Safety and crash conditions
- Access management
- Freight systems

### TASK 2

#### FUTURE SYSTEM ANALYSIS

Using the existing conditions findings, this task will begin by confirming the goals and objectives for the plan. These goals will then guide the development of the remaining plan recommendations.

The next portion of this task includes a set of recommended improvements to the transportation system. These recommendations are based on an analysis of projected conditions and will relate directly to the plan goals. Changes to functional, jurisdictional, and designation classifications will be based on an examination of traffic volume, congestion, capacity, facility type and characteristics, and continuity.

**At the completion of this task, we will provide a list of recommended changes including:**

- Functional classification
- Jurisdictional classification
- Roadway designation
- Traffic volumes and capacity
- Safety improvements
- Multimodal systems
- Freight systems
- Investment and funding best practices

# TASK 3

## FINANCIAL & PERFORMANCE ANALYSIS

This task will assess the current and forecasted funding and investment patterns of the County and identify opportunities for efficiency. It also includes identification of project improvements projected from 2022 – 2028.

**At the completion of this task, TC2 and Braun will provide a summary of:**

- Current funding patterns and allocations between preservation and capital costs
- Inflation-related impacts on investments
- Financial gaps
- Future costs of unaddressed maintenance or preservation efforts
- Expected funding and investment changes
- Recommended best practices

# TASK 4

## COMPLETE STREETS POLICY

Create a policy for Otter Tail County that ensures a complete street approach for updated, rehabilitated, or reconstructed roadways. Recommendations will be made for city adoption or use of this policy.

**The final policy will include ten elements:**

- **Vision and Intent:** Detail the high-level goal of this policy and intended outcomes
- **Diverse Users:** Identify existing and potential users and modes across different typologies; benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities
- **Commitment in All Projects and Phases:** Outline suggested processes for integrating policy into project phases
- **Clear, Accountable Expectations:** Define a set list of expected outcomes for all projects implemented under the Complete Streets Policy
- **Jurisdiction:** Clarify applicability of this policy on County roadways with coordination and collaboration with other municipalities
- **Design:** Provide examples of complete street design elements that can be applied
- **Land Use and Context Sensitivity:** Outline the importance and impact of varying adjacent land use types and context-specific characteristics for Complete Streets implementation
- **Performance Measures:** Provide specific and data-driven expectations for performance outcomes
- **Project Selection Criteria:** Provide a project selection hierarchy tool that County staff can utilize to select projects
- **Implementation Steps:** Detail immediate, mid- and long-term implementation actions needed to enact this policy

## TASK 5

## COMMUNITY ENGAGEMENT

TC2, in coordination with County staff, will facilitate two public meetings to share out the Plan Update outcomes and 2022 – 2028 Transportation Program of projects. These are assumed to be in-person\* public meetings held near project completion.

To develop the Complete Streets Policy, the project team will facilitate three meetings with a city stakeholders' group. These meetings will be used to workshop specific needs and specifications for street design across varying densities and land use types. These are assumed to be virtual meetings.

**We will provide a community engagement summary that outlines the events and feedback received.**

## TASK 6

## PROJECT MANAGEMENT

TC2 will provide project management throughout Plan Update process, including:


- Adherence to a high-quality standard
- Frequent and thorough reviews
- Regular updates to the project team

**A Steering Committee will be created to oversee and guide the overall process.** TC2 will facilitate four virtual Steering Committee meetings, used to gather information, present updates, and review plan components. The Steering Committee will be comprised of County staff, subset of county Board Members, and the consultant team.

*\*Note: Based on the current conditions of COVID-19, engagement events may be held virtually, in-person, or as a hybrid model. This decision will be made with the project team in advance of each event.*

*Data Sources: We will use the most recently available data for analysis from sources such as MnDOT, MnCMAT, US Census, American Community Survey, and data received from Otter Tail County.*




Transportation Collaborative & Consultants, LLC		<b>Tasks, Assumptions, Deliverable, and Person-Hour Estimates</b>	
Client:	OTTER TAIL COUNTY		
Project:	(2022) Transportation Plan Update		
Subconsultants:	Braun Intertec		


P22-OTC1

TASK NO.	SUMMARY OF TASKS
1.0	Existing Conditions
2.0	Future System Analysis
3.0	Financial and Performance Analysis
4.0	Complete Streets Policy
5.0	Community Engagement
6.0	Project Management


**Project Overview:**  
The purpose of this Transportation Plan Update is to refresh existing conditions documentation, identify current opportunity areas, and outline potential improvements to all modes of the transportation system. The County has also requested this update include the development of a Complete Streets Policy. TC2 is partnering with Braun Intertec to complete this update.

Transportation Collaborative & Consultants, LLC		<b>Tasks, Assumptions, Deliverable, and Person-Hour Estimates</b>							 P22-OTC1	
Client:	OTTER TAIL COUNTY									
Project:	(2022) Transportation Plan Update									
Subconsultants:	Braun Intertec									

TASK NO.	TASK DESCRIPTION	PRINCIPAL	LEAD ANALYST	LEAD PLANNER	ENGINEER	PLANNER	COMMUNICATIONS	ADMINISTRATION	TOTALS	EST. FEE
1.0	<b>Existing Conditions</b> Assumptions: Existing conditions data will be mostly limited to: functional and jurisdictional classifications; roadway designation; road characteristics (lanes, shoulder width, pavement type, weight capacity, etc.); pavement condition; traffic and congestion; safety and crash conditions; access management; freight systems  Client Deliverables: County GIS data to prepare and update mapping as necessary, including all current or past GIS mapping prepared for the 2015 Transportation Plan and 2018 Plan Update County pavement condition data									
1.1	GIS basemapping and level setting	1	15	30	-	-	-	-	46	\$5,675.00
1.2	Existing conditions documentation	2	-	10	-	-	-	-	12	\$1,550.00
	TC2 Deliverables: Existing conditions mapping and report documentation									
	<b>SUBTOTAL - TASK 1</b>	<b>3</b>	<b>15</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>\$7,225.00</b>
2.0	<b>Future System Analysis</b> Assumptions: The future system analysis will include preparing updated maps documenting several key transportation system components with pavement quality and projections being firstmost.  Client Deliverables: Provide historical traffic growth trend model  Review of project materials in real time to ensure products are acceptable  Provide guidance and data sets necessary for this effort									
2.1	Traffic growth trend model updates	2	-	6	-	-	-	-	8	\$1,090.00
2.2	Future system needs analysis	10	-	30	-	-	-	-	40	\$5,450.00
2.3	Multimodal system analysis and review	-	-	8	-	-	-	-	8	\$920.00
2.4	Freight trends	-	-	4	-	-	-	-	4	\$460.00
2.5	Safety improvements	2	-	8	-	-	-	-	10	\$1,320.00
2.6	GIS database updates	-	8	24	-	-	-	-	32	\$3,840.00
2.7	Future system documentation	2	-	10	-	-	-	-	12	\$1,550.00
	TC2 Deliverables: Future system documentation									
	<b>SUBTOTAL - TASK 2</b>	<b>16</b>	<b>8</b>	<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114</b>	<b>\$14,630.00</b>


Transportation Collaborative & Consultants, LLC		<b>Tasks, Assumptions, Deliverable, and Person-Hour Estimates</b>								 P22-OTC1	
Client:	OTTER TAIL COUNTY										
Project:	(2022) Transportation Plan Update										
Subconsultants:	Braun Intertec										

TASK NO.	TASK DESCRIPTION	PRINCIPAL	LEAD ANALYST	LEAD PLANNER	ENGINEER	PLANNER	COMMUNICATIONS	ADMINISTRATION	TOTALS	EST. FEE
3.0	<b>Financial and Performance Analysis</b> <u>Assumptions:</u> Consultant team will collaborate on the financial and performance analysis utilizing the Icon db outputs  <u>Client Deliverables:</u> County will provide historic data related to this analysis from past plans County will work through the assumptions with consultant team to ensure the financial and performance model is calibrated well to current management practices									
3.1	Update the state of the county system analysis	4	-	16	-	-	-	-	20	\$2,640.00
3.2	Develop a financial model to assess preservation performance and financial gap	8	-	32	-	-	-	-	40	\$5,280.00
3.3	Provide system management strategies based on past recommendations and current practices	4	-	4	-	-	-	-	8	\$1,260.00
3.4	Project prioritization and programming	4	-	12	-	-	-	-	16	\$2,180.00
3.5	Assist with planning-level cost estimates	1	-	4	-	-	-	-	5	\$660.00
3.6	Coordination of Braun activities (which include: Data Updating and Maintenance; Falling Weight Deflectometer (FWD) Data; Link to GIS; Budget Analysis/Forecasting)	2	-	6	-	-	-	-	8	\$1,090.00
3.7	Financial and performance documentation	4	-	8	-	-	-	-	12	\$1,720.00
	<u>TC2 Deliverables:</u> Financial and performance documentation									
	<b>SUBTOTAL - TASK 3</b>	<b>27</b>	<b>0</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>109</b>	<b>\$14,830.00</b>
4.0	<b>Complete Streets Policy</b> <u>Assumptions:</u> Complete streets policy will be introductory policy that can be revised as the County progresses and implements components of the policy over the next two years. Revisions will be included in the 2024 Transportation Plan  <u>Client Deliverables:</u> Participation in all meetings and review of all materials									
4.1	Develop Complete Streets vision and set the foundation, including Vision and Intent, Diverse Users, Commitment in All Projects and Phases, Clear & Accountable Expectations, Jurisdiction elements	4	4	16	-	-	-	-	24	\$3,180.00
4.2	Prepare Complete Streets design images with understanding of land use and context sensitivity	2	4	16	-	-	-	-	22	\$2,780.00
4.3	Outline performance measures and project selection criteria	6	4	16	-	-	-	-	26	\$3,580.00
4.4	Prepare implementation steps and identify potential program of projects that might be suitable for complete streets consideration from Plan Update	8	8	20	-	-	-	-	36	\$4,980.00
	<u>TC2 Deliverables:</u> Complete Streets Policy documentation									
	<b>SUBTOTAL - TASK 4</b>	<b>20</b>	<b>20</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>\$14,520.00</b>

Transportation Collaborative & Consultants, LLC		<b>Tasks, Assumptions, Deliverable, and Person-Hour Estimates</b>								 P22-OTC1	
Client:	OTTER TAIL COUNTY										
Project:	(2022) Transportation Plan Update										
Subconsultants:	Braun Intertec										

TASK NO.	TASK DESCRIPTION	PRINCIPAL	LEAD ANALYST	LEAD PLANNER	ENGINEER	PLANNER	COMMUNICATIONS	ADMINISTRATION	TOTALS	EST. FEE
5.0	<b>Community Engagement</b> Assumptions: Public meetings will occur in-person as possible Complete streets meetings accounted for with this task are assumed virtual  Client Deliverables: County staff will participate in all meetings County staff will prepare and facilitate public meeting notices online and in print as necessary									
5.1	Prepare for and facilitate two (2) public meetings in-person	12	-	24	-	-	-	-	36	\$5,160.00
5.2	Prepare for and facilitate three (3) virtual municipal stakeholder meetings for the complete streets policy development	6	-	12	-	-	-	-	18	\$2,580.00
5.3	Provide summary documentation of engagement activities	1	-	8	-	-	-	-	9	\$1,120.00
	TC2 Deliverables: Two (2) public meetings Three (3) municipal stakeholder meetings Engagement documentation									
	<b>SUBTOTAL - TASK 5</b>	<b>19</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>\$8,860.00</b>
6.0	<b>Project Management</b> Assumptions: Coordination with County Engineer and other county staff as necessary Steering committee meetings will be conducted virtually  Client Deliverables: Communication with consultant team on an as needed basis									
6.1	Project reporting and invoicing	4	-	-	-	-	-	-	4	\$800.00
6.3	Steering committee meetings (four (4) virtual meetings)	8	-	12	-	-	-	-	20	\$2,980.00
	TC2 Deliverables: Project management throughout the project									
	<b>SUBTOTAL - TASK 6</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$3,780.00</b>



Transportation Collaborative & Consultants, LLC		<b>Tasks, Assumptions, Deliverable, and Person-Hour Estimates</b>								
Client:	OTTER TAIL COUNTY									
Project:	(2022) Transportation Plan Update									
Subconsultants:	Braun Intertec									

P22-OTC1

TASK NO.	TASK DESCRIPTION	PRINCIPAL	LEAD ANALYST	LEAD PLANNER	ENGINEER	PLANNER	COMMUNICATIONS	ADMINISTRATION	TOTALS	EST. FEE
	<b>TOTAL ESTIMATED PERSON-HOURS</b>	<b>97</b>	<b>43</b>	<b>336</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>476</b>	
	AVERAGE HOURLY BILLING RATE	\$200.00	\$135.00	\$115.00	\$100.00	\$100.00	\$90.00	\$75.00		
	ESTIMATED LABOR AND OVERHEAD	\$19,400.00	\$5,805.00	\$38,640.00	\$0.00	\$0.00	\$0.00	\$0.00		\$63,845.00
	TC2 ESTIMATED DIRECT NON-SALARY EXPENSES									\$869.50
									SUBTOTAL: (TC2 Labor and Expenses)	\$64,714.50
									SUBCONSULTANTS:	\$15,000.00
	<b>TOTAL ESTIMATED FEE (TC2 and Subconsultants combined)</b>									<b>\$79,714.50</b>

TC2 ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
MILEAGE:	Personal Vehicles			700	Miles @	\$0.585				\$409.50
MEALS:				4	Meals @	\$15.00				\$60.00
PRINTING:										\$350.00
SUPPLIES:										\$50.00
									<b>TC2 EXPENSES:</b>	<b>\$869.50</b>
SUBCONSULTANTS:										
	Braun Intertec									\$15,000.00
									<b>SUBCONSULTANTS:</b>	<b>\$15,000.00</b>



## ATTACHMENT C

### TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC STANDARD TERMS AND CONDITIONS

1. Applicability; Basic Agreement. These Standard Terms and Conditions (these “Terms”) govern the purchase of engineering services (the “Services”) by Client from Transportation Collaborative & Consultants, LLC, a Delaware limited liability company (“TC2”). The Proposal for Professional Services to which these Terms are attached and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client’s general terms and conditions of sale regardless whether or when Client has submitted its sales confirmation or such terms. This Agreement expressly limits Client’s acceptance to the terms of this Agreement. TC2 shall provide, or cause to be provided, the Services as described in this Agreement, and Client shall pay TC2 for such Services in accordance with the terms of this Agreement.
2. Payment Procedures. TC2 will prepare a monthly invoice in accordance with TC2’s standard invoicing practices and submit the invoice to Client. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due TC2 for services and expenses within 30 days after receipt of TC2’s invoice, the amounts due TC2 will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TC2 may, without liability, after giving seven days written notice to Client, suspend the Services under this Agreement until Client has paid TC2 in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
3. Opinions of Construction Costs. Any opinions of costs, construction or otherwise, by TC2 represent its judgement as a design professional and are furnished for the general guidance of Client. Since TC2 has no control over the cost of labor, materials, market conditions, or competitive bidding, TC2 does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to Client.
4. Termination. Either party may terminate this agreement by providing written notice at least fourteen (14) days in advance of the termination date. Upon termination, Client shall pay TC2 all fees for Services performed through the termination date.
5. Client’s Responsibilities. During the term of this Agreement, Client shall (at its sole cost and expense): (a) provide TC2 with all information as to Client’s requirements for the Project and any other information related to the Project that TC2 reasonably requests; (b) designate in writing a person authorized to act as the Client’s representative, and Client or its representative shall receive and examine documents submitted by TC2, interpret and define Client’s policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Services; (c) provide for full and free access for TC2 to enter upon all property required for the performance of TC2’s Services under this Agreement; (d) give prompt notice to TC2 whenever the Client observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect TC2’s performance of the Services; and (e) shall perform all of its responsibilities under this Agreement in a prompt manner so as not to prevent TC2 from performing the Services in a timely manner.
6. General Considerations.
  - (a) Standard of Services. TC2 shall perform the Services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TC2 makes no other warranties, express or implied, under this Agreement or otherwise, in connection with TC2’s Services. TC2 and its consultants may use or rely upon the design services of others, including, but not limited to, consultants, subcontractors, contractors, manufacturers, and suppliers. Client shall be responsible for, and TC2 may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to TC2 pursuant to this Agreement. TC2 may use such requirements, programs, instructions, reports, data, and other information in performing or furnishing services under this Agreement.
  - (b) Engineering Designs.
    - (i) All design documents prepared or furnished by TC2 are instruments of service, and TC2 retains all right, title and ownership (including the copyright and the right of reuse) to such documents, whether or not the Project is completed. Client may not reuse such design documents and agrees to indemnify, defend and hold TC2 harmless from any and all damages, losses, liabilities, and expenses, including reasonable attorney’s fees, in connection with such unauthorized reuse. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

## ATTACHMENT C

(ii) Copies of design documents that may be relied upon by Client are limited to the printed copies that are signed or sealed by TC2. Files in electronic media format of text, data, graphics, or of other types that are furnished by TC2 to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

(iii) When transferring documents in electronic media format, TC2 makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TC2 for the Project.

(iv) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. TC2 shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

(c) Indemnification. To the fullest extent permitted by law, Client and TC2 agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all third party claims, costs, losses, and damages, including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such third party claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event such third party claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and TC2, they shall be borne by each party in proportion to its negligence.

(d) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TC2'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO TC2 IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500,000.00, WHICHEVER IS LESS.

(e) Insurance Coverage. TC2 agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with TC2's business requirements and applicable law. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor(s), if any, to include TC2 as an additional insured on its policies relating to the Project.

(f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than any payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

(g) Miscellaneous. This Agreement shall be binding on each party and their successors and permitted assigns. Neither party may sell, transfer or assign this Agreement to another party without the other party's prior written consent. This Agreement is to be governed by the laws of the State of Minnesota without regard to any conflicts of law principles of any state. Each party irrevocably submits to the jurisdiction of the federal and state courts located in the County of Hennepin, State of Minnesota for any litigation, or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Provisions of these Terms which by their nature should apply beyond their terms will remain in force.



## RECOMMENDATION FOR AWARD

Otter Tail County Highway Department  
2022 Seasonal Supplies

### Culverts

TrueNorth Steel  
Fargo, ND

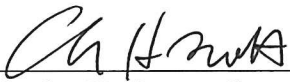
State Bid - Contract #148430  
October 5, 2018 - May 31, 2022

### Joma Cutting Edges

Kris Engineering, Inc.  
St. Augusta, MN

State Bid - Contract #170762  
January 3, 2020 - December 31, 2022

Respectfully Submitted,  
Otter Tail County Highway Department

  
\_\_\_\_\_  
Charles H. Grotte, County Engineer  
February 15, 2022

### Quotes- Steel Cutting Edges

Kris Engineering, Inc.  
St. Augusta, MN


\$40,443.86

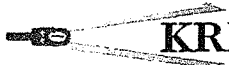
H & L Mesabi, Co.  
Blaine, MN

\$43,697.26

I recommend award of these items to Kris Engineering, Inc of St. Augusta, MN at the price of \$40,443.86.

Respectfully Submitted,  
Otter Tail County Highway Department

  
\_\_\_\_\_  
Charles H. Grotte, County Engineer  
February 15, 2022



# KRIS Engineering, Inc.

1988 247th St  
Saint Augusta, MN 56301-6200

Phone # (320) 251-4558

Fax # (320) 251-0018

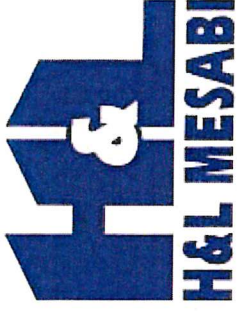
## Quote

Date	Quote #
2/8/2022	12878

Name / Address
OTTER TAIL COUNTY HWY Dept 505 S Court St Ste 1 Fergus Falls, MN 56537-2757 USA

Ship To
OTTER TAIL COUNTY HWY Dept GARAGE General Delivery 23600 Co Hwy 1 Fergus Falls, MN 56537-9999 US

ATTN	Phone #	Fax # or E-mail	Terms	Rep
Cristi	218-671-1573		Net 30	DD
Qty	Description	Unit Price	Total	
10	7/8x5x3' Flat Carbide Insert, Underbody, Top Bevel (CICB753644) 5/8P, 1-1/2 Gauge, 42#	145.52	1,455.20T	
54	7/8x5x4' Flat Carbide Insert, Underbody, Top Bevel (CICB754844) 5/8P, 1-1/2 Gauge, 58#	194.01	10,476.54T	
138	3/4x6x4' Flat Carbide Insert (CIAT664844) 5/8P, 1-1/2 Gauge, 60#	205.74	28,392.12T	
	Freight	120.00	120.00	
	- This QUOTATION is valid for 10 days. - Availability approximately: 4-5 weeks	0.00	0.00T	
	- Prices are based on the quantities quoted. Any changes may effect unit price. For a change in quantities, please request a new quote. * Thank you for the opportunity to quote			
		<b>Subtotal</b>	\$40,443.86	
		<b>Sales Tax (0.0%)</b>	\$0.00	
		<b>Total</b>	\$40,443.86	
www.krisengineering.com				



**Customer:** Ottertail County Highway Dept. - Cristi

Quote date: 2/9/22

**Email:** [cfield@co.ottertail.mn.us](mailto:cfield@co.ottertail.mn.us)

**Phone number:** 218-998-8496

Machine	Type of part	Description	Number	Qty	Each price	Total price
Plows	underbody	4' carbide underbody blade	PB748H	54	\$228.35	\$12,330.90
		3' carbide underbody blade	PB736H	10	\$172.81	\$1,728.10
	Front plow	4' carbide plow blade	PB248	138	\$214.77	\$29,638.26
		This quote is valid for 5 days. Anything over that is subject to a requote.				
		Partial quantity may be available for shipment from vendor otherwise the estimated lead time is 3-5 weeks.				
		Lead times are an estimate and not a guarantee.				
					<b>Subtotal:</b>	\$43,697.26
					<b>Freight:</b>	
					<b>Grand Total:</b>	\$43,697.26

\*\* sales tax will be added to grand total unless you are tax exempt.

Please contact Josh with any questions or to place your order at 218-403-0933 or at [jsalisbury@hlmesabi.com](mailto:jsalisbury@hlmesabi.com)

**BID SUMMARY AND  
RECOMMENDATION FOR AWARD**

Otter Tail County Highway Department

S.A.P. 056-641-011 4031-041  
Remove Bridge 56527, Construct Bridge 56548

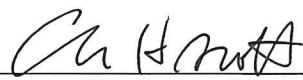
Bid Opening - 1:00 P.M., January 26, 2022  
Dead Lake Room  
Government Services Center

Engineer's Estimate      \$1,450,650.50

	<u>Bid Amount</u>
Korby Contracting Co., Inc. Fergus Falls, MN	\$988,587.18
Structural Specialties, Inc. Hutchinson, MN	\$1,064,516.37
Duininck, Inc. Prinsburg, MN	\$1,835,951.55
Meyer Contracting, Inc. Maple Grove, MN	\$2,226,361.60

I recommend award of this project to Korby Contracting Co., Inc. of Fergus Falls, MN as the low bidder at the bid amount of \$988,587.18.

Respectfully Submitted,  
Otter Tail County Highway Department

  
\_\_\_\_\_  
Charles H. Grotte, County Engineer  
February 15, 2022



Contract 22-02 - Bid Abstract By Category  
 CSAH 41 Bridge Replacement  
 SAP 056-641-011  
 Report Date: 1/26/2022

Approach

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Korby Contracting Co Inc		Structural Specialties Inc.		Duininck, Inc.		Meyer Contracting Inc.	
					Unit Price	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount
1	2021.501/00010	MOBILIZATION	LS	0.41	\$100,000.00	\$41,000.00	\$50,000.00	\$20,500.00	\$100,644.32	\$41,264.17	\$300,000.00	\$123,000.00	\$111,470.00	\$45,702.70
2	2051.501/00010	MAINT & RESTORATION OF HAUL ROADS	LS	0.41	\$3,000.00	\$1,230.00	\$2.00	\$0.82	\$1.00	\$0.41	\$1,000.00	\$410.00	\$12,987.00	\$5,324.67
3	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	LF	153	\$2.50	\$382.50	\$7.50	\$1,147.50	\$10.50	\$1,606.50	\$10.00	\$1,530.00	\$10.50	\$1,606.50
4	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	SY	2,109	\$3.75	\$7,908.75	\$1.32	\$2,783.88	\$7.20	\$15,184.80	\$10.00	\$21,090.00	\$18.25	\$38,489.25
5	2104.507/00270	REMOVE RIPRAP	CY	260	\$25.00	\$6,500.00	\$10.00	\$2,600.00	\$20.00	\$5,200.00	\$15.00	\$3,900.00	\$11.75	\$3,055.00
6	2106.507/00010	EXCAVATION - COMMON	CY	871	\$10.00	\$8,710.00	\$8.40	\$7,316.40	\$15.00	\$13,065.00	\$23.00	\$20,033.00	\$26.00	\$22,646.00
7	2106.507/00040	EXCAVATION - SUBGRADE (P)	CY	1,493	\$11.00	\$16,423.00	\$5.25	\$7,838.25	\$12.00	\$17,916.00	\$23.00	\$34,339.00	\$28.50	\$42,550.50
8	2106.507/00130	COMMON EMBANKMENT (CV)	CY	442	\$15.00	\$6,630.00	\$17.85	\$7,889.70	\$10.00	\$4,420.00	\$20.00	\$8,840.00	\$23.00	\$10,166.00
9	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	184	\$20.00	\$3,680.00	\$16.32	\$3,002.88	\$52.50	\$9,660.00	\$30.00	\$5,520.00	\$53.75	\$9,890.00
10	2211.509/00070	AGGREGATE BASE CLASS 5	TON	1,170	\$20.00	\$23,400.00	\$17.33	\$20,276.10	\$27.25	\$31,882.50	\$25.00	\$29,250.00	\$24.00	\$28,080.00
11	2360.509/13300	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	287	\$80.00	\$22,960.00	\$126.00	\$36,162.00	\$113.50	\$32,574.50	\$120.00	\$34,440.00	\$113.50	\$32,574.50
12	2360.509/23305	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)	TON	135	\$60.00	\$8,100.00	\$126.00	\$17,010.00	\$113.50	\$15,322.50	\$120.00	\$16,200.00	\$113.50	\$15,322.50
15	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	CY	25.2	\$1,600.00	\$40,320.00	\$1,000.00	\$25,200.00	\$700.00	\$17,640.00	\$1,825.00	\$45,990.00	\$2,093.00	\$52,743.60
16	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	11,046	\$1.60	\$17,673.60	\$1.50	\$16,569.00	\$1.60	\$17,673.60	\$1.75	\$19,330.50	\$2.30	\$25,405.80
17	2401.508/00027	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LB	152	\$4.00	\$608.00	\$6.00	\$912.00	\$6.00	\$912.00	\$6.00	\$912.00	\$9.80	\$1,489.60
18	2401.518/03642	BRIDGE SLAB CONCRETE (3Y42-M) (P)	SF	697.8	\$80.00	\$55,824.00	\$37.00	\$25,818.60	\$48.00	\$33,494.40	\$105.00	\$73,269.00	\$164.00	\$114,439.20
19	2401.601/00010	STRUCTURE EXCAVATION	LS	0.2	\$35,000.00	\$7,000.00	\$10,000.00	\$2,000.00	\$18,000.00	\$3,600.00	\$10,000.00	\$2,000.00	\$27,879.00	\$5,575.80
20	2401.601/00060	SLOPE PREPARATION	LS	0.2	\$15,000.00	\$3,000.00	\$10,000.00	\$2,000.00	\$7,600.00	\$1,520.00	\$4,000.00	\$800.00	\$1,452.00	\$290.40
21	2406.504/00010	BRIDGE APPROACH PANELS (P)	SY	44.4	\$250.00	\$11,100.00	\$300.00	\$13,320.00	\$290.00	\$12,876.00	\$450.00	\$19,980.00	\$375.00	\$16,650.00
22	2406.503/00588	EXPANSION JOINTS; DESIGN E8H (P)	LF	13.8	\$90.00	\$1,242.00	\$85.00	\$1,173.00	\$120.00	\$1,656.00	\$140.00	\$1,932.00	\$297.50	\$4,105.50
23	2442.501/00010	REMOVE EXISTING BRIDGE (P)	LS	1	\$250,000.00	\$250,000.00	\$26,000.00	\$26,000.00	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$81,382.00	\$81,382.00
24	2451.507/00090	GRANULAR BACKFILL (MOD) CV	CY	290	\$15.00	\$4,350.00	\$30.00	\$8,700.00	\$28.00	\$8,120.00	\$35.00	\$10,150.00	\$104.00	\$30,160.00
25	2452.502/02090	C-I-P CONC TEST PILE 90 FT LONG 12"	EACH	0.4	\$10,000.00	\$4,000.00	\$15,000.00	\$6,000.00	\$11,000.00	\$4,400.00	\$8,000.00	\$3,200.00	\$30,594.00	\$12,237.60
26	2452.502/03105	C-I-P CONC TEST PILE 105 FT LONG 16"	EACH	0.4	\$10,000.00	\$4,000.00	\$25,000.00	\$10,000.00	\$30,000.00	\$12,000.00	\$12,500.00	\$5,000.00	\$39,886.00	\$15,954.40
27	2452.502/20050	PILE POINTS 12"	EACH	2	\$200.00	\$400.00	\$300.00	\$600.00	\$340.00	\$680.00	\$300.00	\$600.00	\$413.50	\$827.00
28	2452.502/20060	PILE POINTS 16"	EACH	2.4	\$250.00	\$600.00	\$400.00	\$960.00	\$480.00	\$1,152.00	\$375.00	\$900.00	\$547.00	\$1,312.80
29	2452.603/06120	C-I-P CONCRETE PILING 12"	LF	128	\$50.00	\$6,400.00	\$45.00	\$5,760.00	\$29.00	\$3,712.00	\$90.00	\$11,520.00	\$83.50	\$10,688.00
30	2452.603/06160	C-I-P CONCRETE PILING 16"	LF	190	\$70.00	\$13,300.00	\$70.00	\$13,300.00	\$52.50	\$9,975.00	\$115.00	\$21,850.00	\$161.50	\$30,685.00
32	2502.501/00010	DRAINAGE SYSTEM TYPE (B910)	LS	0.2	\$3,000.00	\$600.00	\$3,000.00	\$600.00	\$1,400.00	\$280.00	\$5,000.00	\$1,000.00	\$11,079.00	\$2,215.80
33	2511.504/00017	GEOTEXTILE FILTER TYPE 7 (P)	SY	111	\$3.50	\$388.50	\$5.00	\$555.00	\$3.00	\$333.00	\$4.00	\$444.00	\$8.90	\$987.90
34	2511.507/00015	RANDOM RIPRAP CLASS IV (P)	CY	74	\$70.00	\$5,180.00	\$100.00	\$7,400.00	\$84.00	\$6,216.00	\$100.00	\$7,400.00	\$49.75	\$3,681.50
40	2563.601/00010	TRAFFIC CONTROL	LS	0.41	\$20,000.00	\$8,200.00	\$5,000.00	\$2,050.00	\$3,800.00	\$1,558.00	\$3,800.00	\$1,558.00	\$3,800.00	\$1,558.00
41	2573.503/00020	SILT FENCE; TYPE HI	LF	823	\$3.00	\$2,469.00	\$4.20	\$3,456.60	\$4.00	\$3,292.00	\$4.90	\$4,032.70	\$4.00	\$3,292.00
42	2573.503/00030	FLOTATION SILT CURTAIN TYPE STILL WATER	LF	208	\$6.00	\$1,248.00	\$4.20	\$873.60	\$20.00	\$4,160.00	\$22.00	\$4,576.00	\$12.00	\$2,496.00
43	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	LF	930	\$2.00	\$1,860.00	\$4.20	\$3,906.00	\$5.00	\$4,650.00	\$4.90	\$4,557.00	\$5.00	\$4,650.00
44	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	1.7	\$235.00	\$399.50	\$1,995.00	\$3,391.50	\$1,400.00	\$2,380.00	\$2,550.00	\$4,335.00	\$650.00	\$1,105.00
45	2575.604/01225	ROLLED EROSION PREVENTION CATEGORY 25	SY	824	\$2.50	\$2,060.00	\$4.20	\$3,460.80	\$4.95	\$4,078.80	\$3.50	\$2,884.00	\$2.00	\$1,648.00
46	2582.503/30106	6" SOLID LINE MULTI COMP	LF	1,146	\$1.75	\$2,005.50	\$1.16	\$1,329.36	\$2.20	\$2,521.20	\$1.10	\$1,260.60	\$1.10	\$1,260.60
47	2582.503/30404	4" DBLE SOLID LINE MULTI COMP	LF	573	\$1.75	\$1,002.75	\$1.58	\$905.34	\$4.00	\$2,292.00	\$1.50	\$859.50	\$1.50	\$859.50
						\$592,155.10		\$312,768.33		\$379,268.38		\$613,892.30		\$683,108.62

Bridge No. 56548

Line	Number	Description	Unit	Quantity	Engineer's Estimate		Korby Contracting Co Inc		Structural Specialties Inc.		Duininck, Inc.		Meyer Contracting Inc.	
					Unit Price	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount
13	2401.503/00346	TYPE CURB BARRIER CONCRETE (3S52) (P)	L F	188	\$50.00	\$9,400.00	\$50.00	\$9,400.00	\$40.00	\$7,520.00	\$40.00	\$7,520.00	\$191.50	\$36,002.00
14	2401.503/08400	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	221	\$90.00	\$19,890.00	\$150.00	\$33,150.00	\$120.00	\$26,520.00	\$400.00	\$88,400.00	\$720.50	\$159,230.50
31	2402.503/00020	ORNAMENTAL METAL RAILING TYPE SPECIAL (P)	L F	188	\$190.00	\$35,720.00	\$185.00	\$34,780.00	\$210.00	\$39,480.00	\$225.00	\$42,300.00	\$209.00	\$39,292.00
35	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618 (P)	L F	72	\$18.00	\$1,296.00	\$27.00	\$1,944.00	\$54.00	\$3,888.00	\$80.00	\$5,760.00	\$30.00	\$2,160.00
36	2554.502/00024	END TREATMENT-TANGENT TERMINAL	EACH	3	\$3,500.00	\$10,500.00	\$3,097.00	\$9,291.00	\$2,950.00	\$8,850.00	\$2,950.00	\$8,850.00	\$2,950.00	\$8,850.00
37	2554.502/00025	END TREATMENT-FLARED TERMINAL	EACH	1	\$3,500.00	\$3,500.00	\$3,202.00	\$3,202.00	\$3,050.00	\$3,050.00	\$3,050.00	\$3,050.00	\$3,050.00	\$3,050.00
38	2554.503/00131	TRAFFIC BARRIER DESIGN TYPE 31	L F	263	\$25.00	\$6,575.00	\$32.29	\$8,492.27	\$30.75	\$8,087.25	\$30.75	\$8,087.25	\$30.75	\$8,087.25
39	2554.503/00137	TRAFFIC BARRIER DESIGN TRANS TYPE 31	L F	100	\$125.00	\$12,500.00	\$144.38	\$14,438.00	\$137.50	\$13,750.00	\$137.50	\$13,750.00	\$137.50	\$13,750.00
51	2021.501/00010	MOBILIZATION	LS	0.59	\$100,000.00	\$59,000.00	\$50,000.00	\$29,500.00	\$100,644.32	\$59,380.15	\$300,000.00	\$177,000.00	\$111,470.00	\$65,767.30
52	2051.501/00010	MAINT & RESTORATION OF HAUL ROADS	LS	0.59	\$3,000.00	\$1,770.00	\$2.00	\$1.18	\$1.00	\$0.59	\$1,000.00	\$590.00	\$12,987.00	\$7,662.33
53	2563.601/00010	TRAFFIC CONTROL	LS	0.59	\$20,000.00	\$11,800.00	\$5,000.00	\$2,950.00	\$3,800.00	\$2,242.00	\$3,800.00	\$2,242.00	\$3,800.00	\$2,242.00
54	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	C Y	100.8	\$1,600.00	\$161,280.00	\$1,000.00	\$100,800.00	\$700.00	\$70,560.00	\$1,825.00	\$183,960.00	\$2,093.00	\$210,974.40
55	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	44,184	\$1.60	\$70,694.40	\$1.50	\$66,276.00	\$1.60	\$70,694.40	\$1.75	\$77,322.00	\$2.30	\$101,623.20
56	2401.508/00027	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LB	608	\$4.00	\$2,432.00	\$6.00	\$3,648.00	\$6.00	\$3,648.00	\$6.00	\$3,648.00	\$9.80	\$5,958.40
57	2401.601/00060	SLOPE PREPARATION	LS	0.8	\$15,000.00	\$12,000.00	\$10,000.00	\$8,000.00	\$7,600.00	\$6,080.00	\$4,000.00	\$3,200.00	\$1,452.00	\$1,161.60
58	2406.504/00010	BRIDGE APPROACH PANELS (P)	S Y	177.6	\$250.00	\$44,400.00	\$300.00	\$53,280.00	\$290.00	\$51,504.00	\$450.00	\$79,920.00	\$375.00	\$66,600.00
59	2406.503/00588	EXPANSION JOINTS; DESIGN E8H (P)	L F	55.2	\$90.00	\$4,968.00	\$85.00	\$4,692.00	\$120.00	\$6,624.00	\$140.00	\$7,728.00	\$297.50	\$16,422.00
60	2452.502/02090	C-I-P CONC TEST PILE 90 FT LONG 12"	EACH	1.6	\$10,000.00	\$16,000.00	\$15,000.00	\$24,000.00	\$11,000.00	\$17,600.00	\$8,000.00	\$12,800.00	\$30,594.00	\$48,950.40
61	2452.502/03105	C-I-P CONC TEST PILE 105 FT LONG 16"	EACH	1.6	\$10,000.00	\$16,000.00	\$25,000.00	\$40,000.00	\$30,000.00	\$48,000.00	\$12,500.00	\$20,000.00	\$39,886.00	\$63,817.60
62	2452.502/20050	PILE POINTS 12"	EACH	8	\$200.00	\$1,600.00	\$300.00	\$2,400.00	\$340.00	\$2,720.00	\$300.00	\$2,400.00	\$413.50	\$3,308.00
63	2452.502/20060	PILE POINTS 16"	EACH	9.6	\$250.00	\$2,400.00	\$400.00	\$3,840.00	\$480.00	\$4,608.00	\$375.00	\$3,600.00	\$547.00	\$5,251.20
64	2452.603/06120	C-I-P CONCRETE PILING 12"	L F	512	\$50.00	\$25,600.00	\$45.00	\$23,040.00	\$29.00	\$14,848.00	\$90.00	\$46,080.00	\$83.50	\$42,752.00
65	2452.603/06160	C-I-P CONCRETE PILING 16"	L F	760	\$70.00	\$53,200.00	\$70.00	\$53,200.00	\$52.50	\$39,900.00	\$115.00	\$87,400.00	\$161.50	\$122,740.00
66	2502.501/00010	DRAINAGE SYSTEM TYPE (B910)	LS	0.8	\$3,000.00	\$2,400.00	\$3,000.00	\$2,400.00	\$1,400.00	\$1,120.00	\$5,000.00	\$4,000.00	\$11,079.00	\$8,863.20
67	2511.504/00017	GEOTEXTILE FILTER TYPE 7 (P)	S Y	444	\$3.50	\$1,554.00	\$5.00	\$2,220.00	\$3.00	\$1,332.00	\$4.00	\$1,776.00	\$8.90	\$3,951.60
68	2511.507/00015	RANDOM RIPRAP CLASS IV (P)	C Y	296	\$70.00	\$20,720.00	\$100.00	\$29,600.00	\$84.00	\$24,864.00	\$100.00	\$29,600.00	\$49.75	\$14,726.00
69	2401.518/03642	BRIDGE SLAB CONCRETE (3Y42-M) (P)	S F	2,791.20	\$80.00	\$223,296.00	\$37.00	\$103,274.40	\$48.00	\$133,977.60	\$105.00	\$293,076.00	\$164.00	\$457,756.80
70	2401.601/00010	STRUCTURE EXCAVATION	LS	0.8	\$35,000.00	\$28,000.00	\$10,000.00	\$8,000.00	\$18,000.00	\$14,400.00	\$10,000.00	\$8,000.00	\$27,879.00	\$22,303.20
					\$858,495.40		\$675,818.85		\$685,247.99		\$1,222,059.25		\$1,543,252.98	
<b>Grand Totals:</b>					<b>\$1,450,650.50</b>		<b>\$988,587.18</b>		<b>\$1,064,516.37</b>		<b>\$1,835,951.55</b>		<b>\$2,226,361.60</b>	

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)  
 GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Otter Tail County  
505 South Court Street, Suite 1  
Fergus Falls, MN 56537  
Contact: Charles H. Grotte, P.E., County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 056-641-011 Old Bridge 56527	\$337,909.43	\$650,677.76	December 31, 2024

3. Total Amount of LBRP Grant for all projects under this Agreement: \$337,909.43

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any:

None

6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

By: \_\_\_\_\_  
Betty Murphy

Title: Chair, Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicole Hansen

Title: Clerk, Board of Commissioners

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

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

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**Office of Financial Management, Grant Unit**

By: \_\_\_\_\_  
Agency Grant Supervisor

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LBRP</b>	
LBRP Grant	\$ 337,909.43	<b>Grant Funds:</b>	
Other:		Bridge Construction	\$ 337,909.43
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ 337,909.43	Subtotal	\$ 337,909.43
<b>Public Entity Funds:</b>		<b>Items paid for with Non-LBRP Grant Funds:</b>	
Matching Funds		Construction, Remove Existing Bridge, Grading, Paving	\$ 650,677.76
Local Match	\$ 650,677.76		\$
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$650,677.76	Subtotal	\$ 650,677.76
<b>TOTAL FUNDS</b>	<b>\$988,587.18</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$988,587.18</b>

**EXHIBIT B**

**PROJECT COMPLETION SCHEDULE**

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

Design Complete	July 29, 2021
MnDOT Review Complete	August 3, 2021
Advertise for Bids	December 29, 2021
Bid Opening	January 26, 2022
Award	February 15, 2022
Construction Start	June 2022
Construction Complete	on or before December 31, 2024

**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Otter Tail, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated February 15, 2022; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: February 15, 2022

Otter Tail County,  
a political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: Betty Murphy  
Title: Chair, Board of Commissioners

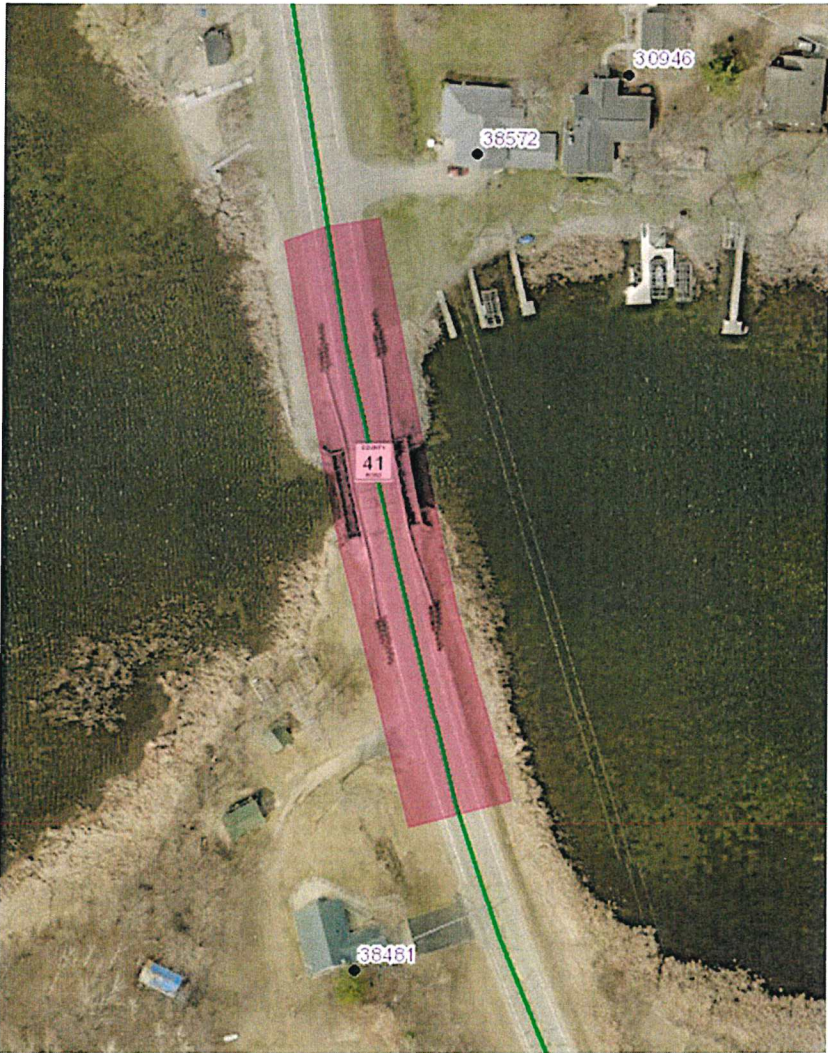
By: \_\_\_\_\_  
Name: Nicole Hansen  
Title: Clerk, Board of Commissioners



**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

Located on Otter Tail County State Aid Highway 41 over the Star Lake Channel 1.6 miles south of the junction of CSAH 41 and MN TH 108. All work located within permanent highway easement of C.S.A.H. 41 between 315 feet south and 258 feet north of the Star Lake Channel located within Section 9-T135N-R41W of Star Lake Township.



**EXHIBIT D**

GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**  
 State of Minnesota - Department of Transportation  
 State Aid for Local Transportation

<b>Identification</b>	Project Number	<u>056-641-011</u>	Old Bridge Number	<u>56527</u>	
	New Bridge No.	<u>56548</u>	Over	<u>Star Lake Channel</u>	
	County of	<u>Otter Tail</u>	Road or Street No.	<u>CSAH 41</u>	
	Township of	<u>Star lake</u>	Road or Street Name	<u>NA</u>	
	Municipality of	<u>NA</u>	Proposed Const Year	<u>2021</u>	
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>13</u>				
	NBI Appraisal Ratings: Deck Geometry <u>6</u> Approach Roadway <u>8</u> Waterway Adequacy <u>8</u>				
	Date of Council/Board action prioritizing this bridge <u>March 9, 2021</u>				
<b>Prioritization</b>	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	How many people are affected by this deficiency? <u>7,200</u>		What is the ADT on this bridge? <u>760</u>		
	Describe the economic importance of replacing this bridge.				
	<p>This bridge was damaged by arson and has been re-opened with load restrictions. The installation of this structure will shorten the routes used by mail carriers, school buses, farm to market, visitors to area lakes and parks, emergency vehicles and general public.</p>				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Attach additional sheets for explanation if necessary)</small>				
<b>Cost Estimate</b>	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>				
			<b>Eligible Amount</b>	<b>Ineligible Amount</b>	
	Structure Costs	\$ 1,091,000 (80% due to extra width)	\$ 256,000 (20% due to extra width)		
Approach Costs	\$	\$ 167,000			
Engineering Costs	\$	\$ 128,000			
Total Costs	\$ 1,091,000	\$ 551,000			
Total Project Cost	\$ 1,642,000				
<u><i>Ch H Sweta</i></u>		<u>June 28, 2021</u>			
County/City Engineer		Date			
<b>DSAE</b>	<b>DISTRICT STATE AID ENGINEER RECOMMENDATION</b>				
	Replace <u>X</u>	Defer _____	<u><i>Nathan Lamm</i></u>	<u>8/2/21</u>	
		District State Aid Engineer Signature		Date	
<b>Approval</b>	STATE AID USE ONLY		Federal-Aid	\$	
			State-Aid	\$	
			Local/Other	\$	
			Town Bridge	\$	
			Unallocated Town Bridge	\$	
			State Bridge Funds	\$	
		Total	\$		

**EXHIBIT E**

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

## EXHIBIT F

### GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

#### Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II**

### **GRANT**

**Section 2.01 Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

**Section 2.02 Public Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.



- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III**  
**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695**  
**AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of Project completed)

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner 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 preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.



**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**Section 5.25 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**Section 5.26 Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**Resolution**

**for Agreement to State Transportation Fund Local  
Bridge Replacement Program Grant Terms and Conditions  
S.A.P. 056-641-011**

Otter Tail County Resolution No. \_\_\_\_\_

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and  
unanimously carried to adopt the following resolution:

WHEREAS, Otter Tail County has applied to the Commissioner of Transportation for a grant  
from the Minnesota State Transportation Fund for construction of Bridge No. 56548; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is  
available; and

WHEREAS, the amount of the grant has been determined to be \$337,909.43 by reason of the  
lowest responsible bid;

NOW THEREFORE, be it resolved that Otter Tail County does hereby agree to the terms and  
conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional  
amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation  
Fund any amount appropriated for the project but not required. The proper county officers are authorized  
to execute a grant agreement and any amendments thereto with the Commissioner of Transportation  
concerning the above-referenced grant.

Adopted at Fergus Falls, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Betty Murphy, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Nicole Hansen, Clerk

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)  
GRANT AGREEMENT**

**This Agreement** between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Otter Tail County  
505 South Court Street, Suite 1  
Fergus Falls, MN 56537  
Contact: Charles H. Grotte, P.E., County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 056-635-036 Old Bridge 56505	\$524,127.53	\$870,107.09	December 31, 2024

3. Total Amount of LBRP Grant for all projects under this Agreement: \$524,127.53

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any:

None

6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**

By: \_\_\_\_\_  
Betty Murphy

Title: Chair, Board of Commissioners

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nicole Hansen

Title: Clerk, Board of Commissioners

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

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

Title: State Aid Programs Engineer

Date: \_\_\_\_\_

**Office of Financial Management, Grant Unit**

By: \_\_\_\_\_  
Agency Grant Supervisor

Date: \_\_\_\_\_

**OFFICE OF CONTRACT MANAGEMENT**

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with LBRP</b>	
LBRP Grant	\$ <u>524,127.53</u>	<b>Grant Funds:</b>	
Other:		Bridge Construction	\$ <u>524,127.53</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ <u>524,127.53</u>	Subtotal	\$ <u>524,127.53</u>
<b>Public Entity Funds:</b>		<b>Items paid for with Non-LBRP Grant Funds:</b>	
Matching Funds		Construction, Remove Existing Bridge, Grading, Paving	\$ <u>870,107.09</u>
Local Match	\$ <u>870,107.09</u>		\$
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ <u>870,107.09</u>	Subtotal	\$ <u>870,107.09</u>
<b>TOTAL FUNDS</b>	\$ <u>1,394,234.62</u>	<b>TOTAL PROJECT COSTS</b>	\$ <u>1,394,234.62</u>

**EXHIBIT B**

**PROJECT COMPLETION SCHEDULE**

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

Design Complete	April 2, 2021
MnDOT Review Complete	April 7, 2021
Advertise for Bids	December 8, 2021
Bid Opening	January 5, 2022
Award	January 11, 2022
Construction Start	June 2022
Construction Complete	on or before December 31, 2024

**EXHIBIT C**

**BOND FINANCED PROPERTY CERTIFICATION**

State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Otter Tail, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated February 15, 2022; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: February 15, 2022

Otter Tail County,  
a political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: Betty Murphy  
Title: Chair, Board of Commissioners

By: \_\_\_\_\_  
Name: Nicole Hansen  
Title: Clerk, Board of Commissioners



**Attachment 1 to Exhibit C**

**GENERAL DESCRIPTION OF RESTRICTED PROPERTY**

Located on Otter Tail County State Aid Highway 35 over the Otter Tail River 1.3 miles north of the junction of CSAH 35 and CSAH 1. All work located within permanent highway easement of C.S.A.H. 35 between 280 feet south and 369 feet north of the Otter Tail River located within Section 29-T134N-R41W of Maine Township.



**EXHIBIT D**

GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)



**APPLICATION FOR BRIDGE FUNDS**

State of Minnesota - Department of Transportation  
 State Aid for Local Transportation

<b>Identification</b>	Project Number	SAP 056-635-036	Old Bridge Number	56505	
	New Bridge No.	56546	Over	Otter Tail River	
	County of	Otter Tail	Road or Street No.	CSAH 35	
	Township of	NA	Road or Street Name	NA	
	Municipality of	NA	Proposed Const Year	2021	
	Does the municipality have a population of 5,000 or less? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Eligibility</b>	Local Bridge Planning Index (LPI) <u>57</u>				
	NBI Appraisal Ratings: Deck Geometry <u>5</u> Approach Roadway <u>7</u> Waterway Adequacy <u>8</u>				
	Date of Council/Board action prioritizing this bridge <u>3/9/2021</u>				
<b>Prioritization</b>	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	How many people are affected by this deficiency? <u>11,450</u>		What is the ADT on this bridge? <u>1200</u>		
	Describe the economic importance of replacing this bridge.				
	The installation of this structure will shorten the routes used by mail carriers, school buses, farm to market, visitors to the area lakes and recreational areas, emergency vehicles and the general public.				
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	(Attach additional sheets for explanation if necessary)				
<b>Cost Estimate</b>	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>				
			Eligible Amount	Ineligible Amount	
	Structure Costs	\$ 1,034,595		\$	
	Approach Costs	\$		\$ 302,345	
Engineering Costs	\$		\$ 98,257		
Total Costs	\$ 1,034,595		\$ 400,602		
Total Project Cost		\$ 1,435,197			
		<u>8/10/2020</u>			
County/City Engineer		Date			
<b>DSAE</b>	DISTRICT STATE AID ENGINEER RECOMMENDATION				
	Replace <u>X</u>	Defer _____		<u>08/11/20</u>	
<b>Approval</b>	STATE AID USE ONLY		Federal-Aid	\$	
			State-Aid	\$	
			Local/Other	\$	
			Town Bridge	\$	
			Unallocated Town Bridge	\$	
			State Bridge Funds	\$	
			Total	\$	

**EXHIBIT E**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

## EXHIBIT F

### GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

#### Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

## **Article II**

### **GRANT**

**Section 2.01 Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

**Section 2.02 Public Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

**Section 2.03 Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

**Section 2.04 Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

**Section 2.05 Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

**Section 2.06 Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.



- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

**Section 2.11 Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

**Section 2.12 Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III**  
**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695**  
**AND THE COMMISSIONER'S ORDER**

**Section 3.01 State Bond Financed Property.** The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

**Section 3.02 Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

**Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

#### **Article IV DISBURSEMENT OF GRANT PROCEEDS**

**Section 4.01 The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:

Cumulative Advances  $\leq$  (Program Grant)  $\times$  (percentage of Project completed)

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

**Section 4.04 Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

**Section 4.05 Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

**Section 4.06 Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## **Article V MISCELLANEOUS**

**Section 5.01 Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

**Section 5.02 Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

**Section 5.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**Section 5.04 Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

**Section 5.05 Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

**Section 5.06 Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

**Section 5.07 Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**Section 5.08 Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN 55155  
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

**Section 5.09 Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

**Section 5.10 Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner 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 preclude other or further exercise thereof or the exercise of any other right or remedy.

**Section 5.11 Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

**Section 5.12 Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

**Section 5.13 Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

**Section 5.14 Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

**Section 5.15 Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

**Section 5.16 Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

**Section 5.17 Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

**Section 5.18 Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

**Section 5.19 Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.



**Section 5.20 Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

**Section 5.21 Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

**Section 5.22 Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

**Section 5.23 Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

**Section 5.24 E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**Section 5.25 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

**Section 5.26 Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**Resolution**

**for Agreement to State Transportation Fund Local  
Bridge Replacement Program Grant Terms and Conditions  
S.A.P. 056-635-036**

Otter Tail County Resolution No. \_\_\_\_\_

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and  
unanimously carried to adopt the following resolution:

WHEREAS, Otter Tail County has applied to the Commissioner of Transportation for a grant  
from the Minnesota State Transportation Fund for construction of Bridge No. 56546; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is  
available; and

WHEREAS, the amount of the grant has been determined to be \$524,127.53 by reason of the  
lowest responsible bid;

NOW THEREFORE, be it resolved that Otter Tail County does hereby agree to the terms and  
conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional  
amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation  
Fund any amount appropriated for the project but not required. The proper county officers are authorized  
to execute a grant agreement and any amendments thereto with the Commissioner of Transportation  
concerning the above-referenced grant.

Adopted at Fergus Falls, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Betty Murphy, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Nicole Hansen, Clerk

STATE OF MINNESOTA  
COUNTY OF OTTER TAIL  
**CONTRACT**  
HIGHWAY CONSTRUCTION

This agreement, made this 11th day of January, 2022, between the County of Otter Tail in the State of Minnesota, party of the first part, hereinafter called the County, and Robert R. Schroeder Construction, Inc. of 880 14<sup>th</sup> Ave. NE, Glenwood, MN 56334, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and by the County to be made, hereby covenants and agrees to furnish all materials, (except such as is specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CSAH 35 Bridge, Job No. S.A.P. 056-635-036 located as shown on approved plans on CSAH 35 between CSAH 1 and CSAH 74 over the Otter Tail River

for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this agreement, said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agree that he will commence work on or before \_\_\_\_\_, 20\_\_\_\_ and will have same completed in every respect to the satisfaction and approval of the County, September 16, 2022.

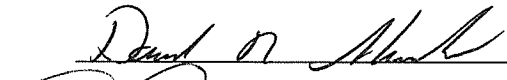
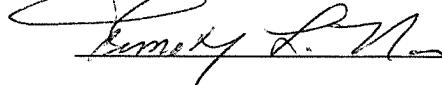
**IN WITNESS WHEREOF**, The said County has caused these presents to be executed and the Contractor ha hereunto subscribed \_\_\_\_\_ name \_\_\_\_\_.

Dated at Fergus Falls, MN, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY OF OTTER TAIL

by \_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
County Board Clerk

ROBERT R. SCHROEDER CONSTRUCTION, INC.  
Contractor

Approved as to form and execution this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Attorney

Contract No.	<u>22-01</u>
State Project No.	<u>S.A.P. 056-635-036 4028-035</u>
Federal No.	
Class of Work	<u>Bridge No. 56546 (Replaces Bridge No. 56505)</u>

**COUNTY OF OTTER TAIL**

(STATE OF MINNESOTA)

TRANSPORTATION DEPARTMENT

Letting Date: January 5, 2022

PAYMENT AND PERFORMANCE BOND  
FOR HIGHWAY CONSTRUCTION AND MAINTENANCE PROJECTS

PART A: PAYMENT

KNOW ALL PERSONS BY THESE PRESENTS, That We, Robert R. Schroeder Construction, Inc.  
of 880 14<sup>th</sup> Avenue NE, Glenwood, MN, contractor As principle, and Western Surety Company  
151 N. Franklin St., Chicago, IL 60606,  
as Surety, are held and firmly bound unto the County of Otter Tail in the amount of \$1,394,234.62  
One million three hundred ninety-four thousand two hundred thirty-four and 62/100 DOLLARS,  
for payment of all claims, costs and charges hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principle has entered into a contract with the County of Otter Tail for the construction of Project No. SAP 056-635-036. On Highway 35 located between CSAH 1 and CSAH 74 over the Otter Tail River which is on file in the office of the Otter Tail County Highway Department, the regularity and validity of which is hereby affirmed:

NOW, THEREFORE, if the principle shall pay as they may become due all just claims for work done, and for furnishing labor, work, skills, tools, machinery, materials, insurance premiums, equipment, and supplies, for the purpose of completion of the contract in accordance with its terms, and all taxes incurred under Minnesota Statutes, Section 290.92 and Chapter 297A, and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including attorney's fees, if any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void, but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

PART B; PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS, That the aforesaid principle and surety are held and firmly bound unto the County of Otter Tail in the additional amount of \$1,394,234.62

One million three hundred ninety-four thousand two hundred thirty-four and 62/100 DOLLARS,

for the faithful performance of the contract as hereinafter set forth.

For the payment of this well and truly to be made we jointly and severally bind ourselves, our representatives and successors firmly by these presents.

The condition of this obligation is such that whereas the principle has entered into the contract more particularly described in Part A hereof, the regularity and validity of which is hereby affirmed;

NOW, THEREFORE, if the principle shall faithfully perform the contract and shall save the County of Otter Tail harmless from all costs and charges that may accrue on account of the performance of the work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including attorney's fees, in any case in which such action is successfully maintained, and shall comply with the laws of the state appertaining to such contract, then this obligation shall be void, but otherwise it shall remain in full force and effect pursuant to Minnesota Statutes, Chapter 574.

---

THE AGGREGATE LIABILITY UNDER PART A AND PART B HEREOF IS

\$1,394,234.62 DOLLARS

SIGNATURES

Date January 19, 20 22

(Contractor Corporate Seal)

(Surety Corporate Seal)

Robert R. Schroeder Construction, Inc.

(Contractor Name)

By [Signature] (Officer)

[Signature] (Officer)

Western Surety Company

(Name of Surety)

By [Signature]  
Yaralitz Rivas, (Attorney in Fact)

**CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR**

STATE OF MINNESOTA

County of Pope ss.

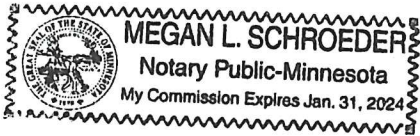
On this 28<sup>th</sup> day of January, 2022, before me appeared

David Schroeder and Timothy Nelson

to me personally known, who being by me duly sworn, did say that they are respectively

President and Vice President

of the Robert R. Schroeder Construction, Inc., a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its board of directors; and they acknowledged said instrument to be the free act and deed of the corporation.



Megan L. Schroeder  
(Notary Signature and Seal)

**INDIVIDUAL AND CO-PARTNERSHIP ACKNOWLEDGMENT**

STATE OF MINNESOTA

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally

appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed

the foregoing bond, and acknowledged that (he/she/they) executed the same as (his/her/their) free act and deed.

\_\_\_\_\_  
(Notary Signature and Seal)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

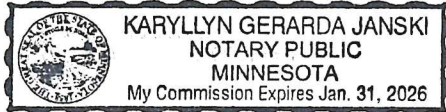
COUNTY OF OTTER TAIL

On this 19th day of January, 2022, before me a Notary Public within

and for said County and State, appeared Yaralitz Rivas known to me to be the

Attorney(s)-in-Fact of Western Surety Company that he/she is (are) the

Attorney(s)-in -Fact of the Western Surety Company the corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of said corporation and he/she duly acknowledged to me that such corporation executed the same.



[Handwritten Signature]
NOTARY SIGNATURE AND SEAL

NOTICE TO PERSONAL SURETIES

Bond will not be accepted unless accompanied by a sworn financial statement of each of the sureties.

NOTICE TO CORPORATE SURETIES

This bond will not be accepted unless executed or countersigned by a Minnesota agent or attorney-in fact whose name and address must be noted below.

Full Name of Surety Company

Western Surety Company

Home Office Address (street)

151 N. Franklin St.

City, State and Zip Code

Chicago, IL 60606

Name of Attorney in Fact

Yaralitz Rivas

Name of Local Agent

Osborne Properties Limited Partnership DBA Kraus-Anderson Insurance

Address of Local Agent (street)

420 Gateway Blvd.

City, State and Zip Code

Burnsville, MN 55337

If this bond is executed outside of the State of Minnesota it must be countersigned on page three by a Minnesota Resident Agent of the Surety Company.

Name of Agent affixing countersignature N/A

Address N/A

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitz Rivas, Rebecca Thornburg, Individually**

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of January, 2022



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kraus - Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	<b>CONTACT NAME:</b> Certificates Department <b>PHONE (A/C, No., Ext):</b> 952-707-8200 <b>E-MAIL ADDRESS:</b> Certificates@kainsurance.com	<b>FAX (A/C, No):</b> 952-890-0535													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Compan</td> <td>25682</td> </tr> <tr> <td>INSURER c : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER d : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : The Travelers Indemnity Compan	25682	INSURER c : Travelers Property Casualty Co	25674	INSURER d : Evanston Insurance Company	35378	INSURER E :		INSURER F :
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<b>INSURED</b> Robert R. Schroeder Construction, Inc. 880 14th Ave NE Glenwood MN 56334	ROBERSC-01														

**COVERAGES**

CERTIFICATE NUMBER: 1285696039


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO7327L919	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA3L072779	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1J481368	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	05-0002016	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: SAP 056-635-036

**CERTIFICATE HOLDER****CANCELLATION**

Otter Tail County Highway 505 Court Street, Suite 1 Fergus Falls MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## Miscellaneous Professional Services Agreement

KLJ Project # 2203-00285 Effective Date 2/4/2022

### Client Information

Name Otter Tail County Home #  
Billing Address 505 South Court Street Cell # 218-998-8475  
City, State, Zip Fergus Falls, MN 56537 Business # 218-998-8470

### Authorized By

Name Chuck Grotte Home #  
Title County Engineer Cell # same  
Business # same

Project Description Miscellaneous Engineering

### Detailed Description of Services

KLJ will perform miscellaneous engineering task assignments upon request from the County Engineer or Highway Department Staff. Anticipated engineering tasks will include any construction engineering support task that could be categorized as unforeseen conditions, design changes, or additional information for the CSAH 35 & CSAH 41 bridge replacement projects. Additional task assignments involving other county projects may be added at the County's discretion. Exclusions to this include shop drawing review for fabricated bridge elements included on above referenced projects.

### Project Location

County Otter Tail State MN

Estimated Completion Date of Services December 31,2022

Estimated Fees for Services \$10,000 cap Type Hourly Rates plus Expenses

Special Conditions to be considered

Other Items

## TERMS AND CONDITIONS

1. Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ's Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor.
2. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

3. To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
4. KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
5. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
6. The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
7. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
8. The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
9. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fess and reasonable attorneys' fees.
10. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.
11. The parties hereto shall comply with applicable laws and regulations.

12. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
13. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.
14. Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
15. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by KLJ Engineering LLC under the above terms and conditions set forth.

Client Otter Tail County Hwy. Dept.

Date February 15, 2022

Signature \_\_\_\_\_

Printed Name Chuck Grotte

Title County Engineer

KLJ Engineering LLC

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name Mark Anderson

Title SVP - EPW

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated February 4, 2022.

## **Engineer's Standard Hourly Rates**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

Billing Class	Rate
Project Assistant II	\$ 91.80 per hour
Environmental Planner I	\$ 88.40 per hour
Environmental Planner III	\$ 136.00 per hour
Survey Crew Chief	\$ 98.60 per hour
Professional Land Surveyor	\$ 146.20 per hour
GIS Analyst III	\$ 122.40 per hour
Engineer Technician	\$ 91.80 per hour
Associate Engineer	\$ 129.20 per hour
Professional Engineer	\$ 170.00 per hour
Senior Engineer	\$ 221.00 per hour

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#### Appendix 1, Standard Hourly Rates Schedule.

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**Resolution Designating County State Aid Highway Location**

County State Aid Highway No. 35

Otter Tail County Resolution No. \_\_\_\_\_

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and  
unanimously carried to adopt the following resolution:

WHEREAS, it appears to the County Board of Commissioners of the County of Otter Tail that the highway right of way required for County State Aid Highway 35 from the North Corporate Limits of Underwood to CSAH 18 under County Project No. S.A.P. 056-635-038 should be accurately described and located by a highway right of way plat.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners of the County of Otter Tail that the Board of County Commissioners for the County of Otter Tail is hereby designating the definite location of County State Aid Highway No. 35, in Sections 20, 28, 29 and 32, Township 133 North, Range 41 West, all in the 5<sup>th</sup> Principal Meridian as shown in Otter Tail County Highway Right of Way Plat No. 33

Adopted at Fergus Falls, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Betty Murphy, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Nicole Hansen, Clerk

## **AGREEMENT FOR UTILITY EXTENSIONS TO OTTER TAIL COUNTY TRUCK GARAGE**

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 Pelican Rapids, Minnesota, referred to herein as “Municipality”.

WHEREAS, the Municipality is the owner of the sanitary sewer collection and water distribution system within the corporate limits of the Municipality; and

WHEREAS, the County and Municipality desire to extend utilities on 430<sup>th</sup> Street, from Industrial Park Drive to a point approximately seven hundred feet to the west; and

WHEREAS, the County and Municipality wish to clearly identify their mutual duties and responsibilities with respect to the utility extensions.

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 utility extensions.
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 utility extensions on 430<sup>th</sup> Street from Industrial Park Drive to a point approximately seven hundred feet to the west.
4. Responsibilities of County for the Utility Extensions:
  - a. County shall review and provide feedback on all preliminary plans, specifications and bid documents provided by the Municipality.
  - b. County shall pay for the following project costs:
    - 1) 100 percent of construction costs related to the utility extensions; and
    - 2) 100 percent of engineering and other professional services costs related to the utility extensions.
5. Responsibilities of Municipality for the Utility Extensions:
  - a. The City shall contract with a consulting engineer for preparation of plans, specifications and bid documents in accordance with the Minnesota Pollution Control Agency and Minnesota Department of Health requirements.



b. Review preliminary plans, specifications and bid documents with County. Direct revision of plans, specifications and bid documents as required.

c. Conduct bid opening.

d. Contract with consulting engineer for construction administration and engineering services and provide such additional engineering services as may be required.

e. Upon completion of utility extension, Municipality shall own, operate, and maintain said utilities.

f. Municipality shall pay for the following project costs:

1) None

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 the Utility Extensions. County shall reimburse Municipality for its share of all costs associated with project design, project administration, construction engineering and construction costs necessary for the Utility Extensions, as identified in paragraph 4, above.

b. 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 terminating party shall reimburse the non-terminating party for all services performed and costs paid or incurred by the non-terminating party 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 Administrator  
City of Pelican Rapids  
315 North Broadway, PO Box 350  
Pelican Rapids, 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 Municipality whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the County's use and occupancy of the project and for use in any future construction.

11. Insurance. The County and Municipality agree that they will, always 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 non-enforceability 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, with the effective date being the date the last signature is affixed to this document.

OTTER TAIL COUNTY

BY \_\_\_\_\_  
County Board Chair

DATE \_\_\_\_\_

ATTEST \_\_\_\_\_  
County Board Clerk

DATE \_\_\_\_\_

CITY OF PELICAN RAPIDS

BY \_\_\_\_\_  
Mayor

DATE \_\_\_\_\_

ATTEST \_\_\_\_\_  
City Administrator

DATE \_\_\_\_\_

(First Publication Date: February 5, 2022)

**OTTER TAIL COUNTY, MINNESOTA  
NOTICE OF PUBLIC HEARING  
REGARDING PROPOSED PROPERTY TAX ABATEMENTS**

NOTICE IS HEREBY GIVEN that the County Board of Commissioners (the "Board") of Otter Tail County, Minnesota (the "County"), will hold a public hearing at a meeting of the Board beginning at 10 a.m., on Tuesday, February 15, 2022, in the Commissioners' Room at the Government Services Center, 515 W. Fir Avenue, Fergus Falls, Minnesota, to grant an abatement of property taxes to be levied by the County on the following Parcel ID Numbers:

53000990886000, 71004990949000, 71004990951000, 71004990943000,  
71004990944000, 71004990940000, 71004990939000, 71004990949000,  
38000170117003, 20000120073004, 63000990456000, 36000030022900,  
20000120073003

The total amount of taxes proposed to be abated by the County on each above described property for a period not to exceed five (5) years is estimated to be not more than \$10,000.

Questions regarding the above matters may be referred to Amy Baldwin, Community Development Director, at (218) 998-8050. All interested persons are invited to attend the Public Hearing in person or remotely. Those wishing to participate remotely may do so by contacting the County Board Secretary at (218) 998-8051. Written testimony is encouraged and must be submitted to the County Administrator's office, 520 West Fir Ave, Fergus Falls, MN 56537 no later than 4:30 p.m. on Thursday, February 10, 2022. The Public Hearing will also be available for viewing via livestream.

Anyone needing reasonable accommodations or an interpreter should contact the County Administrator's office at the Government Services Center, telephone (218) 998-8060.

**BY ORDER OF THE COUNTY BOARD  
OF COMMISSIONERS OF OTTER  
TAIL COUNTY, MINNESOTA**

/s/ Nicole Hansen, County Administrator

Publication Date: February 5, 2022

# County of Otter Tail, Minnesota Services Agreement

This “Agreement” is entered into the \_\_\_\_\_, 2022 (“Effective Date”) between Community Development Agency of Otter Tail County, (“CDA”), and Otter Tail County, (“County”).

For good and valuable consideration, the parties agree as follows:

1. Service. The County agrees to engage the CDA for the following “Service” and the CDA agrees to perform the “Service” on behalf of the County:
  - Advance economic, commercial, housing, and/or industrial development and redevelopment goals and objectives
2. CDA’s Responsibilities:  
In furtherance of performing the Service, and in addition to any other obligations described herein, the CDA shall:
  - Work to expand housing opportunities, promote business development, and foster the coordination of public and private resources, thereby supporting growth and investment throughout Otter Tail County.
3. County’s Responsibilities:  
The County will provide on-site workspace, internet access, technology (e.g. phone, computer, etc.), technological support, financial and office related functions including but not limited to mail, print, copy, and fax capability to the CDA as needed to complete the Service. The County will make the Otter Tail County Community Development Director, Deputy Administrator and additional designated staff available to support the CDA Board of Directors and as otherwise needed by the CDA to provide the Service. **Financial responsibilities, including the issuance of checks and preparation of financial statements, are specifically delegated to the County as authorized by Minnesota Statutes Chapter 469.097.**
4. Term:  
The Service under this Agreement will begin January 1, 2022 and continue through December 31, 2022. Either party may terminate this Agreement early, upon not less than 90-days’ notice given in writing prior to the end of the fiscal year.
5. Law Governing:  
This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
6. Insurance:  
The CDA agrees to hold and maintain general liability insurance, errors and omissions insurance, directors and officers insurance, and “hired and nonowned” auto liability insurance. The County agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.

7. No Waiver.

Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set form in Minnesota Statues Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.

8. Modification.

This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both the CDA and the County, and attached hereto.

9. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WEHREOF, Parties hereto have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2022.

COMMUNITY DEVELOPMENT AGENCY  
OF OTTER TAIL COUNTY

OTTER TAIL COUNTY

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION APPROVING PROPERTY TAX ABATEMENTS**

**Otter Tail County Resolution No. 2022 - \_\_\_\_\_**

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 53000990886000, 71004990949000, 71004990951000, 71004990943000, 71004990944000, 71004990940000, 71004990939000, 71004990949000, 38000170117003, 20000120073004, 63000990456000, 36000030022900, 20000120073003 (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 2024 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 \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_ and, after discussion thereof and upon vote being taken thereon, passed unanimously.

Adopted at Fergus Falls, MN this 15<sup>th</sup> day of February 2022.

OTTER TAIL COUNTY BOARD OF COMMISSIONERS

Dated: 2/15/2022

By: \_\_\_\_\_  
Betty Murphy, 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 15th day of February 2022.

---

Nicole Hansen, Clerk





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 15th day of February 2021.

---

Nicole Hansen, Clerk

**EXHIBIT A**

**OTTER TAIL COUNTY  
NOTICE OF PUBLIC HEARING  
REGARDING PROPOSED PROPERTY TAX ABATEMENT  
FOR BLUE SPRUCE PROPERTIES, LLC**

**NOTICE IS HEREBY GIVEN** that the County Board of Otter Tail County, Minnesota, will hold a Public Hearing at a regular meeting of the Board beginning at 10:00 a.m., on Tuesday the 1st day of March, 2022 in the County Board Room at the Otter Tail County Government Services Center, 515 West Fir Avenue, Fergus Falls, Minnesota 56537, pursuant to Minnesota Statutes Sections 469.1812 through 469.1815, on the request of Blue Spruce Properties, LLC (the “Company”) to have the County abate to the Company property taxes to be levied by the County on tax parcel numbers:

63-0000-99039-4000  
63-0000-99039-4003

The proposed tax abatement would grant an abatement of the increase in property taxes caused by the development of Spruce Meadow, a twelve unit townhome project, by Blue Spruce Properties LLC.

The total amount of the taxes proposed to be abated by the County for eleven (11) years is estimated to be \$92,168. The County Board will consider granting property tax abatement in response to the request.

Questions regarding this matter may be referred to Amy Baldwin, Community Development Director, at (218) 998-8050. All interested persons are invited to attend the Public Hearing in person or remotely. Those wishing to participate remotely may do so by contacting the County Board Secretary at (218) 998-8051. Written testimony is encouraged and must be submitted to the County Administrator’s office, 520 West Fir Ave, Fergus Falls, MN 56537 no later than 4:30 p.m. on Thursday, February 24, 2022. The Public Hearing will also be available for viewing via livestream.

Anyone needing reasonable accommodations or an interpreter should contact the County Administrator's office at the Government Services Center, telephone (218) 998-8060.

**BY ORDER OF THE COUNTY BOARD OF  
COMMISSIONERS OF OTTER TAIL COUNTY,  
MINNESOTA**

/s/ Nicole Hansen, County Administrator



# OTTER TAIL COUNTY, MINNESOTA

## Business Assistance Financing Application – Tax Abatement

**APPLICANT INFORMATION:**

Business Name: \_\_\_\_\_ Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State:  MN  Zip Code: \_\_\_\_\_

Business Type:      Corporation      Sole Proprietorship      Partnership      Other

Please select:      New Business      Existing Business      # of Years in Business \_\_\_\_\_

Contact Person / Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROJECT INFORMATION:**

*Please attach a description of the proposed project (including building size, building type, site plan and sketches).  
Please attach a description of why the assistance is needed, be specific.  
Please attach a legal description of the property.*

Location of Proposed Project: \_\_\_\_\_

Parcel #'s: \_\_\_\_\_

Present ownership of site: \_\_\_\_\_

Current Property Taxes:    City/Township \_\_\_\_\_    County \_\_\_\_\_    School \_\_\_\_\_

Amount of Business Assistance Requested: \_\_\_\_\_

Anticipated project start date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**PUBLIC PURPOSE:**

- What benefits will the County and its residents gain if assistance is provided?
- Increase or preserve the tax base
  - Provide employment opportunities
  - Help redevelop or renew blighted areas
  - Help provide access to services for residents
  - Development of quality child care opportunities
  - Preservation and creation of resorts
  - Creation of affordable workforce housing
  - Other (please describe)

**LENDER INFORMATION:**

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**LEGAL COUNSEL:**

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**FINANCIAL INFORMATION:**

Estimated Project Related Costs:

- 1. Land Acquisition \$ \_\_\_\_\_
- 2. Site Development \$ \_\_\_\_\_
- 3. Building Cost \$ \_\_\_\_\_
- 4. Equipment \$ \_\_\_\_\_
- 5. Architectural/Engineering Fees \$ \_\_\_\_\_
- 6. Legal Fees \$ \_\_\_\_\_
- 7. Off-Site Development Costs \$ \_\_\_\_\_
- 8. Other (please explain) \$ \_\_\_\_\_
- 9. **TOTAL PROJECT COST** \$ \_\_\_\_\_

Sources of Financing

- 1. Private Financing Institution \$ \_\_\_\_\_
- 2. Tax Abatement Funds (Total Request) \$ \_\_\_\_\_

**County Participation:**

Number of Years: \_\_\_\_\_  
Annual Portion: \$ \_\_\_\_\_  
Total Abatement: \$ \_\_\_\_\_

**City/Township Participation:**

Number of Years: \_\_\_\_\_  
Annual Portion: \$ \_\_\_\_\_  
Total Abatement: \$ \_\_\_\_\_

**School Participation:**

Number of Years: \_\_\_\_\_  
Annual Portion: \$ \_\_\_\_\_  
Total Abatement: \$ \_\_\_\_\_

- 3. Other Public Funds \$ \_\_\_\_\_
- 4. Developer Equity \$ \_\_\_\_\_
- 5. Other Financing \$ \_\_\_\_\_
- 6. **TOTAL SOURCES** \$ \_\_\_\_\_

**FINANCIAL INFORMATION – continued:**

Has the business, owners or parent company ever declared bankruptcy? No  Yes

Has the business, owners or parent company ever defaulted on any loan commitment? No  Yes

Has your business or parent company received a business subsidy, for this or any other project, from another Minnesota unit of government during the past 5 years?

No  Yes  please describe:

**AUTHORIZED SIGNATURE OF APPLICANT**

Applicants are required to provide the County with a \$500 deposit to cover administration and consulting expenses associated with your project. Unused funds will be returned upon completion of this process. In some cases, administrative and consulting expenses may exceed \$500. In such cases, applicant approval will be sought before incurring additional expenses. The applicant agrees to provide additional information if requested by the County.

Joe Hammers CEO 1/25/22  
Applicant Title Date

*If abatement request is approved – an abatement agreement is required*

**When complete – please return to:**

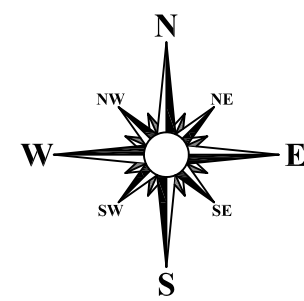
Otter Tail County Community Development Agency  
520 Fir Avenue West  
Fergus Falls, MN 56537  
218-998-8050 phone  
cda@co.ottertail.mn.us

**PLEASE INCLUDE WITH COMPLETED APPLICATION:**

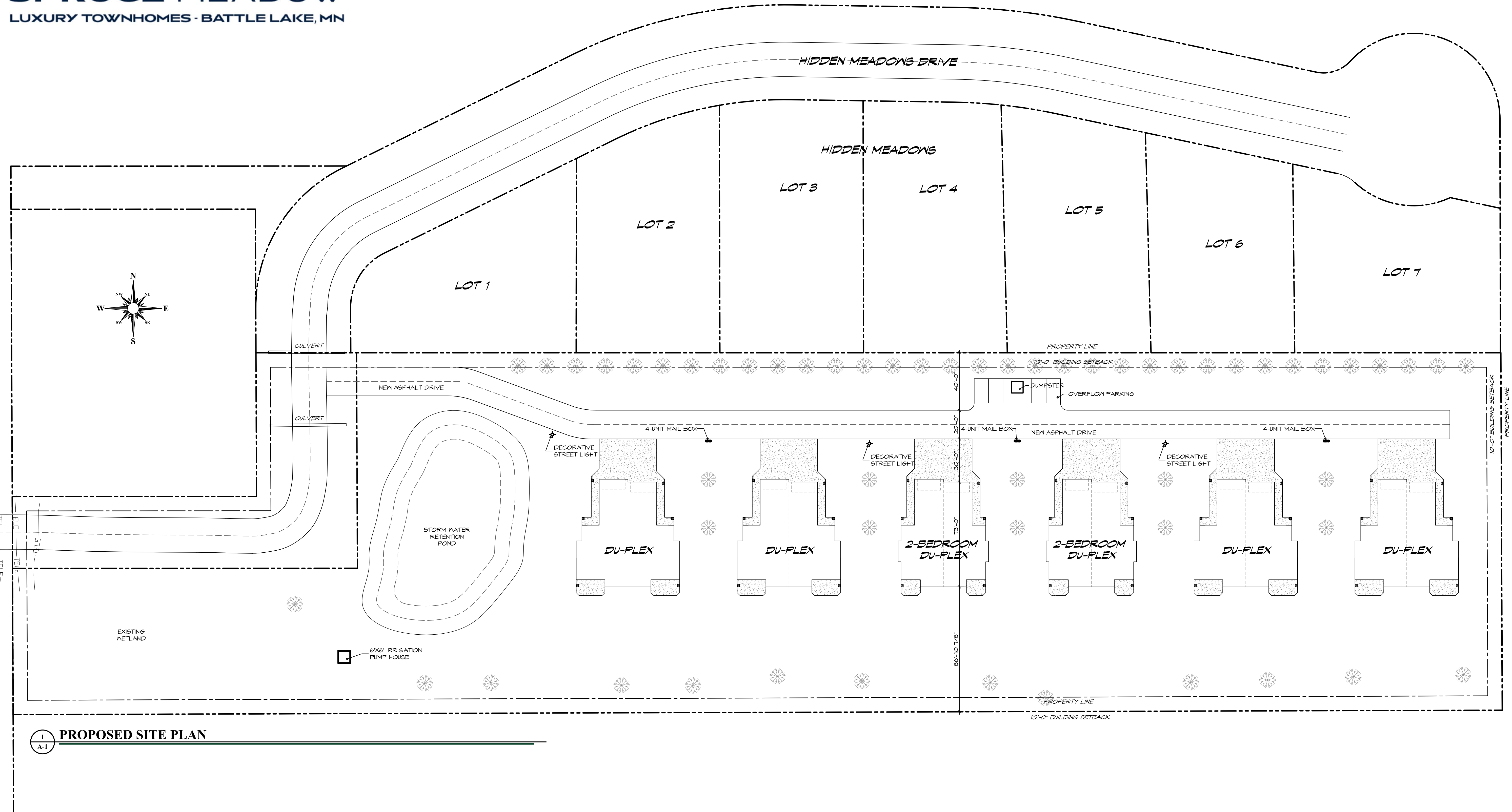
- Background material of company
- Businesses Articles of Incorporation or Partnership Agreement
- Description of the proposed project (including building size, building type, site plan and sketches)
- Description of why the assistance is needed
- Legal description of the property
- Preliminary financial commitment from bank (commitment letter)
- Pro Forma Analysis – including 3 years of projections
- 3 years of Financial Statements/History
- \$500 application fee made payable to Otter Tail County Treasurer



**SPRUCE MEADOW**  
LUXURY TOWNHOMES - BATTLE LAKE, MN



STATE TRUNK HIGHWAY NO. 78



**PROPOSED SITE PLAN**

PROJECT #: 202201  
DRAWN BY: JJH  
DATE: 12-6-2021

THIS IS A PRELIMINARY NOT FOR CONSTRUCTION DRAWING. IT WAS NOT PREPARED BY A REGISTERED ARCHITECT OR ENGINEER AND IS MEANT TO BE USED FOR PRICING ONLY.  
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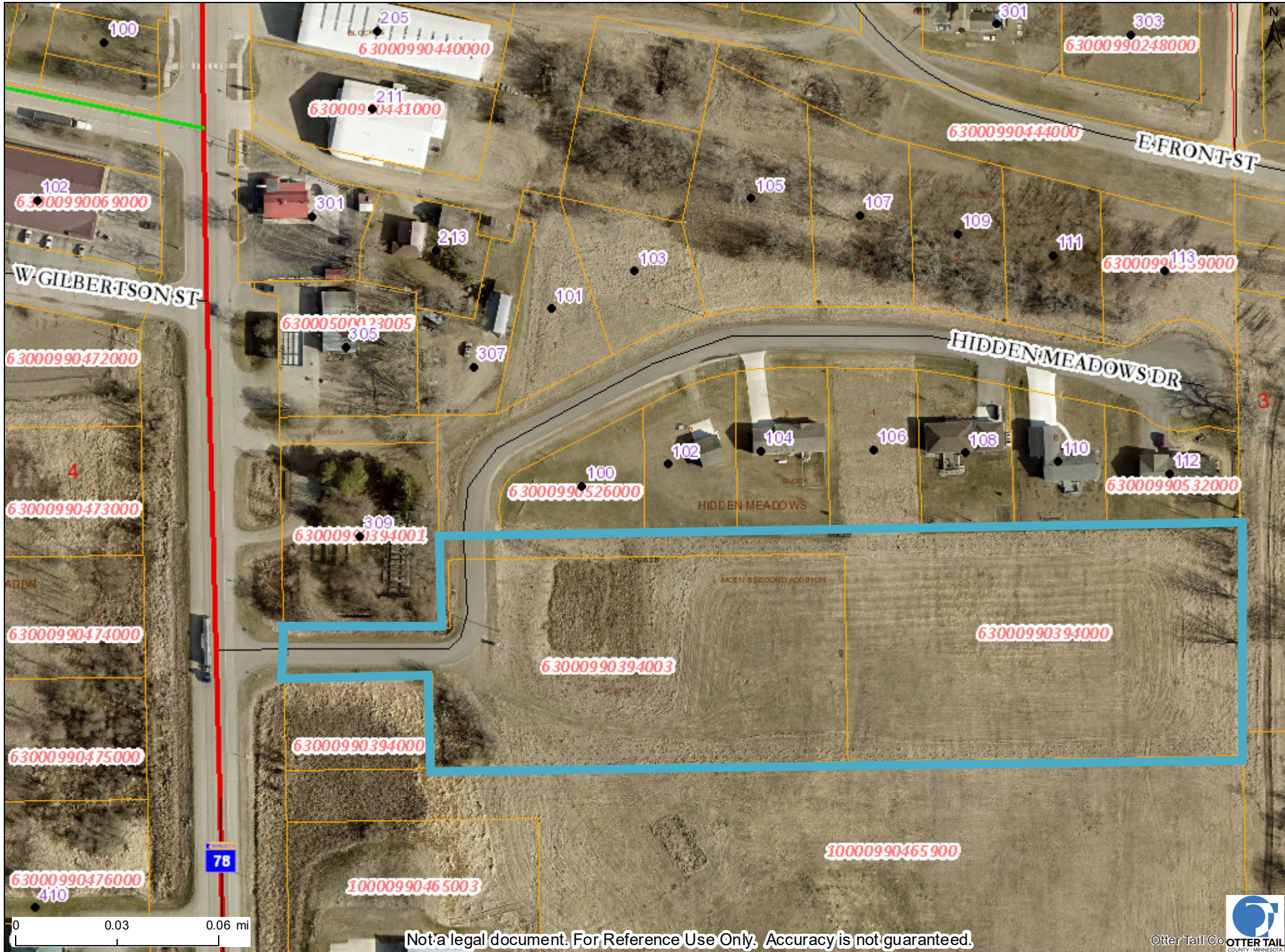
**HAMMERS CONSTRUCTION**  
DESIGN / BUILD / CONSTRUCTION MANAGEMENT  
COMMERCIAL - AGRICULTURAL - INDUSTRIAL  
P.O. BOX 148 44434 HARVEST AVE. PERHAM, MN 56573  
PHONE: (218) 346-2185 - FAX: (218) 346-2998 - WWW.HCI-MN.COM

**SPRUCE MEADOW**  
BATTLE LAKE, MN

SITE PLAN

SHEET NUMBER:

**A-1**  
- OF - SHEETS



0 0.03 0.06 mi

Not a legal document. For Reference Use Only. Accuracy is not guaranteed.



**SSTS LOAN PARTICIPATION AGREEMENT  
OTTER TAIL COUNTY AND OTTER TAIL WATER MANAGEMENT DISTRICT**

**ARTICLE I: PARTIES**

THIS AGREEMENT is made by and between the County of Otter Tail (hereinafter referred to as County), and the Otter Tail Water Management District (hereinafter referred to as the District), both of which are organized and existing under the Constitution and the Laws of the State of Minnesota. In consideration of the desire to allow individual members of the District to participate in the Otter Tail County SSTS Loan Program (hereinafter referred to as the SSTS Loan Program) hereto agree to the following:

**ARTICLE II: BACKGROUND**

The District is a local unit of government that acts as the regulatory authority of all subsurface sewage treatment systems (SSTS) within the shoreland district of Otter Tail Lake (56024200), Blanche Lake (56024000), Deer Lake (56029800), Round Lake (56029700), Walker Lake (56031000), and the south half of Long Lake (56021000) and portions of the Otter Tail River North. The District collects annual membership fees through the County's property tax statements. Two types of membership exist: Active Membership, which has a higher annual fee, and the District is responsible for the operation and maintenance of the system, including repairs or upgrades to the system; and, Passive Membership, which has a lower annual fee, and the property owner is responsible for the operation and maintenance of the system, including repairs or upgrades to the system.

**ARTICLE III: PURPOSE**

The County has agreed to allow Passive Members of the District to participate in the SSTS Loan Program. The County and the District agree to participate in in the program within the limitations and conditions of this Agreement.

**ARTICLE IV: DEFINITIONS**

- Grant Contract:** The Minnesota CWP Loan Agreement, Clean Water Partnership (CWP) Loan Program agreement between Otter Tail County and the Minnesota Pollution Control Agency.
- Passive Member:** A member of the Otter Tail Water Management District who has a Passive Membership with the District as of the date this Agreement is signed by all parties.

**ARTICLE V: SCOPE OF SERVICES PROVIDED BY THE COUNTY**

The County shall perform the following:

1. Accept and process SSTS Loan Applications from Passive Members of the District, including an application fee. SSTS Loans for passive members of the Otter Tail Water Management District may not exceed a total of \$500,000 of the grant money available to Otter Tail County.
2. Provide permitting services for Passive Members of the District that participate in the SSTS Loan Program. The Passive Member must pay the permit fee to the County as part of the permitting process.

3. Provide inspection services for Passive Members of the District that participate in the SSTS Loan Program.
4. Permitting of SSTS designs shall be in accordance with the design standards of the Otter Tail Water Management District Ordinance No. 1, adopted on July 8, 2020.
5. Maintain records of systems installed for Passive Members of the District that participate in the SSTS Loan Program, including soil observation logs, system design specs, site plans, permits, inspection forms, latitude-longitude of components, as-builts and the Certificate of Compliance for each system.
6. A Passive Member of the District may only participate in the SSTS Loan Program if the existing SSTS on that Member's property has been inspected by a business that is currently licensed by the Minnesota Pollution Control Agency (MPCA) as a Basic Inspector, Intermediate Inspector, or Advanced Inspector and the system has been found to be noncompliant in accordance with Minnesota Rules, Chapter 7080.1500 and the Sanitation Code of Otter Tail County.

#### **ARTICLE VI: SCOPE OF SERVICES PROVIDED BY THE DISTRICT**

The District shall perform the following:

1. The District Administrator must participate in the site and soil evaluation of the permitting process with the County.
2. The District Administrator must participate in the installation inspection with the County.
3. Reimburse the County for cost of services as defined in Article VII of this Agreement.
4. The District shall allow the property owner to select contractors to design and install the replacement SSTS.

#### **ARTICLE VII: COST OF SERVICES**

The following shall be included in the cost of services.

1. Direct labor, indirect labor and fringe benefits cost of staff time incurred during the processing the SSTS Loan Program application before and after the SSTS has been replaced. The unit of service will be in ¼-hour increments.
2. Direct labor, indirect labor and fringe benefits cost of staff time incurred during the permitting and inspection services provided as part of the SSTS Loan Program. The unit of service will be in ¼-hour increments.
3. Direct labor, indirect labor and fringe benefits cost of staff time incurred during the annual reporting to the MPCA of loans issued and nutrient reduction levels achieved. The unit of service will be in ¼-hour increments.
4. Mileage reimbursement of miles driven to and from the property location of the replacement SSTS to conduct soil review inspections and installation inspections.

The following shall not be included in the cost of services:

1. Overhead costs, including office supplies, utilities (heat, electricity, water and sewer), computers, software, internet and buildings.

#### **ARTICLE VIII: PAYMENT**

1. The County will prepare an annual summary of costs of service as described in Article VII for the previous year for the participation of Passive members of the District participating in the SSTS Loan Program and provide it to the District by March 1 of each year. Payment from the District is due on April 1 of each year.

**ARTICLE IX: TERMINATION**

1. This Agreement may be terminated by either party for any reason given a 30-day notice, but no sooner than the date of the end of the Grant Contract (May 1, 2023). The District shall pay the County costs incurred prior to the effective date of termination. Payment shall be made within thirty (30) days of invoice.
2. Any outstanding permits issued by the County for replacement SSTs for Passive members shall be revoked on the effective date of termination.

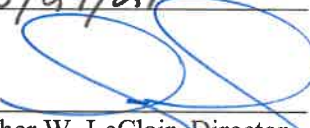
**ARTICLE X: LIABILITY**

1. Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claim Act, Minnesota Statute 3.736 (1990), or Minnesota Statute 466.02 (1990), or any other law, legislative or judicial, which limits government liability.
2. Each party agrees that it will be responsible for its own acts and the results thereof. Each party agrees that it will assume liability for itself, its agents, employees, or invitees, and for any injury to person or property resulting in any manner from the conduct of its own operations, and operations of its agents or employees under or activities related to this Agreement.

**OTTER TAIL COUNTY**

By:   
Leland Rogness, Board Chair

Date: 8/24/21

By:   
Christopher W. LeClair, Director

Date: 8/24/2021

**OTTER TAIL WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Nancy Johnson, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alex Kvidt, Administrator

Date: \_\_\_\_\_





**LAND & RESOURCE MANAGEMENT**  
 Government Services Center, 540 W Fir Avenue  
 Fergus Falls, MN 56537 218-998-8095

**FEE SCHEDULE**

**March 1, 2022 (All fees are Non-Refundable)**

Make Checks Payable to: Otter Tail County Treasurer		
Conditional Use Permit Application	\$500.00	Includes State Legislative Recording Fee - \$46.00 Includes State Legislative Recording Fee - \$46.00 Plus Normal Fee
Variance Application	\$500.00	
After-the-Fact Request	\$1,500.00	
Appeal	\$300.00	
Commercial PUD Expansion of Dwelling Units (up to 6 Dwelling Units)	\$200.00	+ \$50 per added dwelling unit
Subdivision Filing Fee	\$670.00	
Plus	\$55.00	Per Lot
Final Plat	\$56.00	Set by State Legislature
Common Interest Community	\$56.00	Set by State Legislature
Covenants	\$46.00	Set by State Legislature
Shoreland Permit Application		
Application Fee	\$100.00	Due at the time of permit application submission
Structure ≤ 120 ft <sup>2</sup>	\$75.00	If the installation of a structure requires earth work that requires a permit, the permit fee is the sum of the Structure Permit Fee and the Shoreland Alteration Permit Fee*
Structure > 120 ft <sup>2</sup>	\$250.00	
Shoreland Alteration	\$100.00	
Sewage System Permit Application		
Soil Verification Fee	\$175.00	Due before soil verification is scheduled
Full System	\$175.00	Due with permit application submission
Tank Replacement Only or Holding Tank	\$175.00	Due with permit application submission
Homeowner-Install	\$350.00	Due with permit application submission
Advanced		
0-2500 GPD	\$375.00	Due with permit application submission
2501-5000 GPD	\$575.00	Due with permit application submission
5001-10,000 GPD	\$1,075.00	Due with permit application submission
10,000 or more GPD	MPCA Permit	
Annual Operating Permit	\$100.00	
Annual Operating Permit (for LGU's)	Fee Waived	LGU: township, county, state or federal building
Periodic Soil Saturation Dispute Resolution	\$175.00	Per Hour
Miscellaneous		
Wind Energy Conversion System Permit Application		
Non-Commercial	\$155.00	
Commercial	\$285.00	
Permit Renewal Fee	\$50.00	SSTS, Structure & Shoreland Alteration Permits and CUP's that have expiration dates

Make Checks Payable to: Otter Tail County Recorder

\*See Section 3 of the Shoreland Management Ordinance to determine if a permit is required



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Otter Tail County, Minnesota.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then-current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a



summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then-current rates. You must request those services with at least one (1) week's advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we

consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may

assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders



submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement

Exhibit D      Schedule 1: Support Call Process  
                    Third Party Terms  
                    Schedule 1: Hyperlinked Terms  
                    Schedule 2: DocOrigin Terms  
Exhibit E      Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Otter Tail County

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Otter Tail County  
510 W Fir Avenue  
Fergus Falls, MN 56537-2556  
**Attention:** \_\_\_\_\_



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Alban Michaud  
 Quote Expiration: 04/11/22  
 Quote Name: Otter Tail County-ERP  
 Payroll/HCM  
 Quote Description: Payroll-HCM Contract Pricing  
 SaaS Term 3.00

**Sales Quotation For:**

Otter Tail County  
 510 W Fir Ave  
 Fergus Falls MN 56537-2556  
 Phone: +1 (218) 998-8060

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
General Ledger (Limited Use)	1	88	\$ 8,728
<b>Human Resources Management</b>			
ExecuTime Time & Attendance - Up to 750 Employees	1	176	\$ 15,239
ExecuTime Time & Attendance Mobile Access	1	0	\$ 3,003
Human Resources & Talent Management	1	160	\$ 8,078
Payroll w/ESS	1	280	\$ 10,070
<b>Document Management</b>			
Tyler Content Manager SE (Limited Use)	1	48	\$ 9,966
<b>Data Insights</b>			
Munis Analytics & Reporting (Limited Use)	1	80	\$ 5,511
<b>Additional</b>			
Tyler ReadyForms Processing (including Common Form Set)	1	0	\$ 6,214

Sub-Total: \$ 66,809  
 Page 1

Less Discount:

\$ 3,341

**TOTAL**

**832**

**\$ 63,468**

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	104	\$ 185	\$ 19,240	\$ 0
Conversions			\$ 12,400	\$ 0
Onsite Implementation	212	\$ 210	\$ 44,520	\$ 0
Remote Implementation	620	\$ 185	\$ 114,700	\$ 0
<b>TOTAL</b>			<b>\$ 190,860</b>	<b>\$ 0</b>

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Tyler Secure Signature System with 2 Keys	1	\$ 1,650	\$ 0	\$ 1,650	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 1,650</b>			<b>\$ 0</b>

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 63,468
Total Tyler Services	\$ 190,860	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,650	\$ 0
<b>Summary Total</b>	<b>\$ 192,510</b>	<b>\$ 63,468</b>
<b>Contract Total</b>	<b>\$ 382,914</b>	
<b>Estimated Travel Expenses excl in Contract Total</b>	<b>\$ 12,330</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
<b>Additional</b>				
Chart of Accounts Conversion for Payroll Only	1	\$ 2,000	\$ 0	\$ 2,000
<b>Payroll/HR</b>				
PR Payroll - Accrual Balances	1	\$ 1,500	\$ 0	\$ 1,500
PR Payroll - Accumulators up to 5 years	1	\$ 1,400	\$ 0	\$ 1,400
PR Payroll - Check History up to 5 years	1	\$ 1,200	\$ 0	\$ 1,200
PR Payroll - Deductions	1	\$ 1,800	\$ 0	\$ 1,800
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500	\$ 0	\$ 2,500
PR Payroll - Standard	1	\$ 2,000	\$ 0	\$ 2,000
<b>TOTAL</b>				<b>\$ 12,400</b>

**Optional Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
Employee Expense Reimbursement	1	48	\$ 4,059
<b>Human Resources Management</b>			
ExecuTime Advance Scheduling Mobile Access	1	0	\$ 2,352
ExecuTime Advanced Scheduling - Up to 100 Employees	1	64	\$ 8,435

Recruiting	1	40	\$ 1,967
Risk Management	1	24	\$ 2,219
<b>Document Management</b>			
Tyler Content Manager Auto Indexing and Redaction (SE)	1	16	\$ 2,857
<b>Additional</b>			
Tyler Notify includes 50,000 Msgs and 1,650 Mins per year	1	16	\$ 10,000
<b>Integrations</b>			
Munis Recruiting API Toolkit	1	24	\$ 6,214
<b>TOTAL:</b>		<b>232</b>	<b>\$ 38,103</b>

### Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Onsite Implementation	64	\$ 210	\$ 13,440	\$ 0
Remote Implementation	168	\$ 185	\$ 31,080	\$ 0
<b>TOTAL</b>			<b>\$ 44,520</b>	<b>\$ 0</b>

### Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
<b>Additional</b>			
Tyler ReadyForms Processing (including Common Form Set)	\$ 6,214	\$ 311	\$ 5,903
<b>Data Insights</b>			
Munis Analytics & Reporting (Limited Use)	\$ 5,511	\$ 276	\$ 5,235
<b>Document Management</b>			
Tyler Content Manager SE (Limited Use)	\$ 9,966	\$ 498	\$ 9,468



Human Resources Management			
ExecuTime Time & Attendance - Up to 750 Employees	\$ 15,239	\$ 762	\$ 14,477
ExecuTime Time & Attendance Mobile Access	\$ 3,003	\$ 150	\$ 2,853
Human Resources & Talent Management	\$ 8,078	\$ 404	\$ 7,674
Payroll w/ESS	\$ 10,070	\$ 504	\$ 9,566
Financial Management			
General Ledger (Limited Use)	\$ 8,728	\$ 436	\$ 8,292
<b>TOTAL</b>	<b>\$ 66,809</b>	<b>\$ 3,341</b>	<b>\$ 63,468</b>

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact [CybersecuritySales@tylertech.com](mailto:CybersecuritySales@tylertech.com) to initiate the trial.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Tyler Software Product General Ledger (Limited Use) is licensed only for use with the other Tyler Software Products licensed to the client. A Client may use General Ledger (Limited Use) independent of the other Tyler Software Products licensed to the client by remitting to Tyler the then-current license and annual maintenance fees.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks, and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack, or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Third Party Terms**

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**Exhibit D**  
**Schedule 1**  
**Hyperlinked Terms**

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Odyssey Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court





**Exhibit D**  
**Schedule 2**  
**DocOrigin Terms**

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ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
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Last Updated: July 22, 2017



**Exhibit E**  
**Statement of Work**

# Otter Tail County, MN

SOW from Tyler Technologies, Inc.

1/21/2022

Presented to:  
Otter Tail County, NM  
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Fergus Falls, MN 56537

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Otter Tail County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

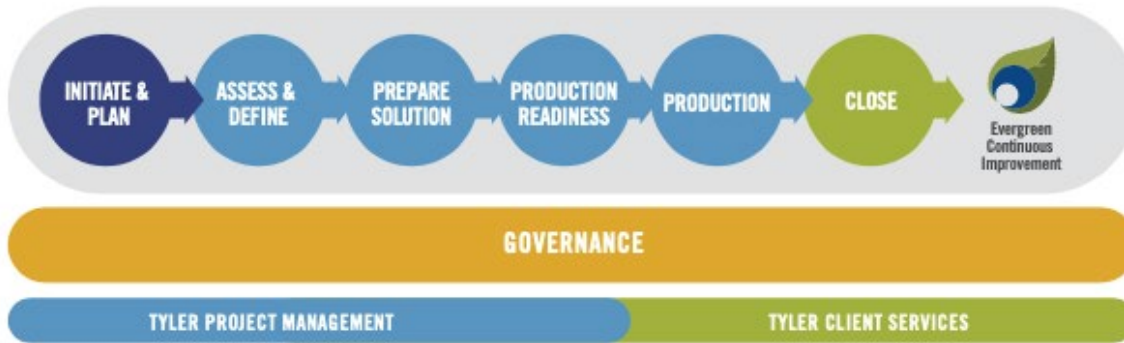
### 1.3 Methodology

This is accomplished by Otter Tail County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet Otter Tail County’s complexity and organizational needs.

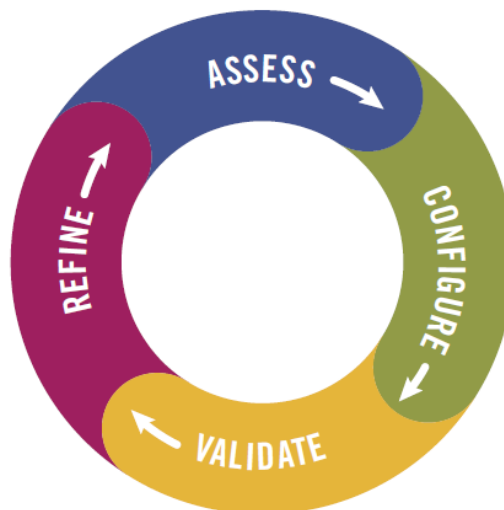


## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



# Part 2: Project Foundation

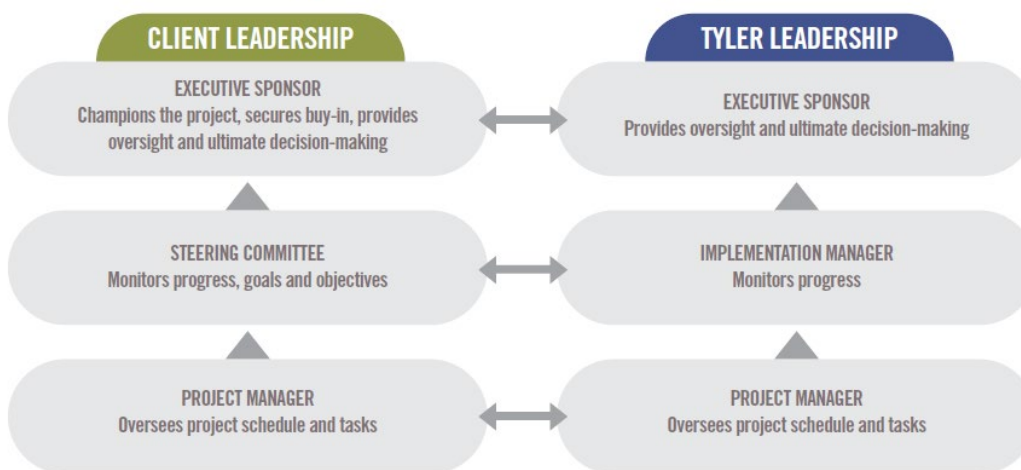
## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Otter Tail County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Otter Tail County Steering Committee become the escalation points to triage responses prior to escalation to Otter Tail County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Otter Tail County and Tyler executive sponsors serve as the final escalation point.

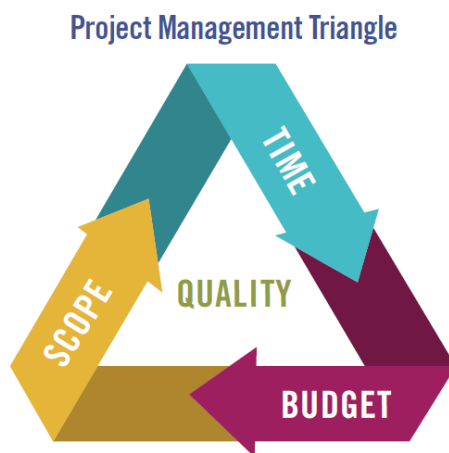
### Project Governance Relationships



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

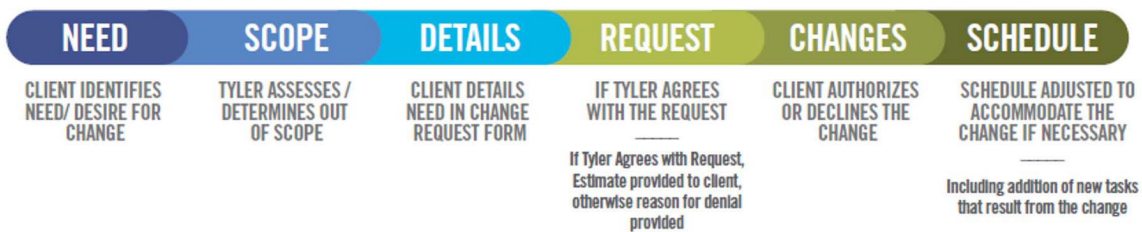
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to Otter Tail County; for example, Otter Tail County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Otter Tail County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Otter Tail County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Otter Tail County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process





## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Otter Tail County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and Otter Tail County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Otter Tail County feedback and approval on Project deliverables will be critical to the success of the Project. Otter Tail County project manager will strive to gain deliverable and decision approvals from all authorized Otter Tail County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Otter Tail County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- Otter Tail County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Otter Tail County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Otter Tail County does not agree the Deliverable or Control Point meets requirements, Otter Tail County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Otter Tail County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Otter Tail County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Otter Tail County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Otter Tail County, but are roles defined within the Project. It is common for individual resources on both the Tyler and Otter Tail County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Otter Tail County 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Otter Tail County 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Otter Tail County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by Otter Tail County, the Tyler Project Manager provides regular updates to Otter Tail County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Otter Tail County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with Otter Tail County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Otter Tail County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Otter Tail County any items that may impact the outcomes of the Project.
- Collaborates with Otter Tail County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Otter Tail County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Otter Tail County and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Otter Tail County through software validation process following configuration.
- Assists during Go-Live process and provides support until Otter Tail County transitions to Client Services.
- Facilitates training sessions and discussions with Otter Tail County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 Otter Tail County Roles & Responsibilities

Otter Tail County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Otter Tail County Executive Sponsor

Otter Tail County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers Otter Tail County steering committee, project manager(s), and functional leads to make critical business decisions for Otter Tail County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Otter Tail County Steering Committee

Otter Tail County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees Otter Tail County project manager and Project through participation in regular internal meetings. Otter Tail County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. Otter Tail County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Otter Tail County Policies
  - Needs of other client projects



### 5.2.3 Otter Tail County Project Manager

Otter Tail County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Otter Tail County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Otter Tail County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. Otter Tail County project manager(s) are responsible for reporting to Otter Tail County steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Otter Tail County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Otter Tail County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Otter Tail County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Otter Tail County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Otter Tail County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Otter Tail County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Otter Tail County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Otter Tail County resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Otter Tail County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Otter Tail County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Otter Tail County staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Otter Tail County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Otter Tail County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Otter Tail County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Otter Tail County's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Otter Tail County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Otter Tail County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Otter Tail County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Otter Tail County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.



- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.





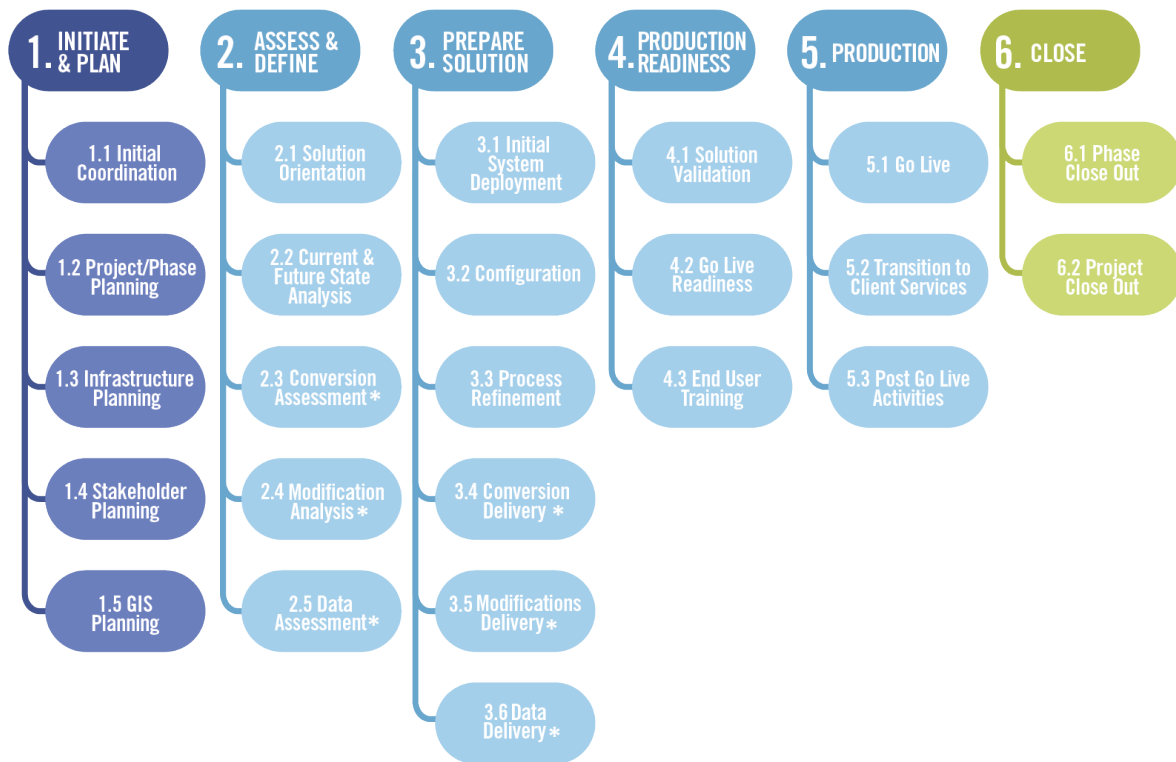
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Otter Tail County.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Otter Tail County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Otter Tail County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Otter Tail County’s team. During this step, Tyler will work with Otter Tail County to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Otter Tail County project team.

STAGE 1	Initial Coordination																
	Tyler								Otter Tail County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Otter Tail County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Otter Tail County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Otter Tail County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Otter Tail County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Otter Tail County’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with Otter Tail County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize Otter Tail County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Otter Tail County provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Otter Tail County has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Otter Tail County to install License Software. Otter Tail County is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure Otter Tail County’s infrastructure meets Tyler’s application requirements.
- Ensure Otter Tail County’s infrastructure is scheduled to be in place and available for use on time.

<b>STAGE 1</b>	<b>Infrastructure Planning</b>																
	Tyler								Otter Tail County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Provide Infrastructure Requirements and Design Document		A	R		C		C			I							I
Initial Infrastructure Meeting		A	R		C		C			C							C
*Schedule SaaS Environment Availability		A	R				C			I							
*Schedule Hardware to be Available for Installation			I				I	A		R							C
Schedule Installation of All Licensed Software		A	R				C			I							I
Infrastructure Audit		A	R				C			I							C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to Otter Tail County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in Otter Tail County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

**Objectives:**

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				



Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 Intentionally left blank.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Otter Tail County
- Stakeholder meeting complete

**6.2 Assess & Define**

The Assess & Define stage will provide an opportunity to gather information related to current Otter Tail County business processes. This information will be used to identify and define business processes utilized with Tyler software. Otter Tail County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

**6.2.1 Solution Orientation**

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Otter Tail County team knowledge transfer such as: eLearning, documentation, or walkthroughs. Otter Tail County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Otter Tail County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Otter Tail County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Otter Tail County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is Otter Tail County’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Otter Tail County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

**Work package assumptions:**

- Otter Tail County attendees possess sufficient knowledge and authority to make future state decisions.
- Otter Tail County is responsible for any documentation of current state business processes.
- Otter Tail County can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.





**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Otter Tail County source data
	Otter Tail County source data documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Otter Tail County Acceptance of Data Conversion Plan, if Applicable

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Otter Tail County representatives to identify business rules before writing the conversion.
- Otter Tail County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



## 6.2.4 Intentionally left blank.

## 6.2.5 Intentionally left blank.

## 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by Otter Tail County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- Otter Tail County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Otter Tail County



<p>           RACI MATRIX KEY:            R = Responsible            A = Accountable            C = Consulted            I = Informed         </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Otter Tail County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Otter Tail County Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- Otter Tail County will provide network access for Tyler modules, printers, and Internet access to all applicable Otter Tail County and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Otter Tail County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Otter Tail County collaborates with Tyler staff iteratively to validate software configuration.



**Objectives:**

- Software is ready for validation.
- Educate Otter Tail County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Otter Tail County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. Otter Tail County is responsible for making decisions when multiple options are available.

**6.3.3 Process Refinement**

Tyler will educate Otter Tail County users on how to execute processes in the system to prepare them for the validation of the software. Otter Tail County collaborates with Tyler staff iteratively to validate software configuration options to support future state.



**Objectives:**

- Ensure that Otter Tail County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Otter Tail County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Otter Tail County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan



	Completed Otter Tail County-specific process documentation (completed by Otter Tail County)	
--	---	--

**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition Otter Tail County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, Otter Tail County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with Otter Tail County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).

<b>STAGE 3</b>	<b>Data Delivery &amp; Conversion</b>	
	Tyler	Otter Tail County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system				C	C	C					A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

**Work package assumptions:**

- Otter Tail County will provide a single file layout per source system as identified in the investment summary.
- Otter Tail County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- Otter Tail County project team will be responsible for completing the code mapping activity, with assistance from Tyler.



### 6.3.5 Intentionally left blank.

### 6.3.6 Intentionally left blank.

## 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare Otter Tail County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with Otter Tail County to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Otter Tail County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Otter Tail County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Otter Tail County





RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Update Solution Validation plan			A	R	C					C	C		C			
	Update test scripts (as applicable)			C	C	C					A	R		C			
	Perform testing			C	C	C					A	R		C			
	Document issues from testing			C	C	C					A	R		C			
	Perform required follow-up on issues			A	R	C					C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Otter Tail County updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and Otter Tail County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure Otter Tail County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and Otter Tail County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>
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	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Otter Tail County

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Otter Tail County users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Otter Tail County specific business process documentation. Otter Tail County-led training labs using Otter Tail County specific business process documentation if created by Otter Tail County can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**



- End users are trained on how to use the software prior to go-live.
- Otter Tail County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Otter Tail County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Otter Tail County signoff that training was delivered

**Work package assumptions:**

- Otter Tail County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Otter Tail County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Otter Tail County departments.
- Otter Tail County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.



**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Otter Tail County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Otter Tail County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Otter Tail County and Tyler will complete work assigned to prepare for Go-Live.

Otter Tail County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Otter Tail County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Otter Tail County during Go-Live activities. Otter Tail County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Otter Tail County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R



Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C					C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Otter Tail County confirms data is available in production environment

**Work package assumptions:**

- Otter Tail County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- Otter Tail County business processes required for Go-Live are fully documented and tested.
- Otter Tail County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- Otter Tail County Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with Otter Tail County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Otter Tail County onto the Tyler Client Services team, who provides Otter Tail County with assistance following Go-Live, officially transitioning Otter Tail County to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Otter Tail County teams for key processes and subject areas.

<b>STAGE 5</b>	<b>Transition to Client Services</b>	
	Tyler	Otter Tail County



<p>RACI MATRIX KEY:  R = Responsible  A = Accountable  C = Consulted  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Otter Tail County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Otter Tail County



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Otter Tail County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Otter Tail County for systems implemented in the Phase.

### Objectives:

- Agreement from Tyler and Otter Tail County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Otter Tail County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	





**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Otter Tail County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Otter Tail County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Otter Tail County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Otter Tail County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Otter Tail County acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Otter Tail County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- Otter Tail County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to Otter Tail County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Otter Tail County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Otter Tail County to make process changes.
- Otter Tail County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Otter Tail County is responsible for managing Organizational Change. Impacted Otter Tail County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of



change is ensuring that impacted Otter Tail County resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Otter Tail County resources will participate in scheduled activities as assigned in the Project Schedule.
- Otter Tail County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Otter Tail County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Otter Tail County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Otter Tail County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Otter Tail County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Otter Tail County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Otter Tail County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Otter Tail County representatives to identify business rules before writing the conversion. Otter Tail County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- Otter Tail County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- Otter Tail County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Otter Tail County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

- Otter Tail County will provide dedicated space for Tyler staff to work with Otter Tail County resources for both on-site and remote sessions. If Phases overlap, Otter Tail County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Otter Tail County will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 Munis Conversion Summary

#### 9.1.1 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

#### 9.1.2 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

#### 9.1.3 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

#### 9.1.4 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

#### 9.1.5 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

#### 9.1.6 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.





## 10. Additional Appendices

10.1 Intentionally left blank.



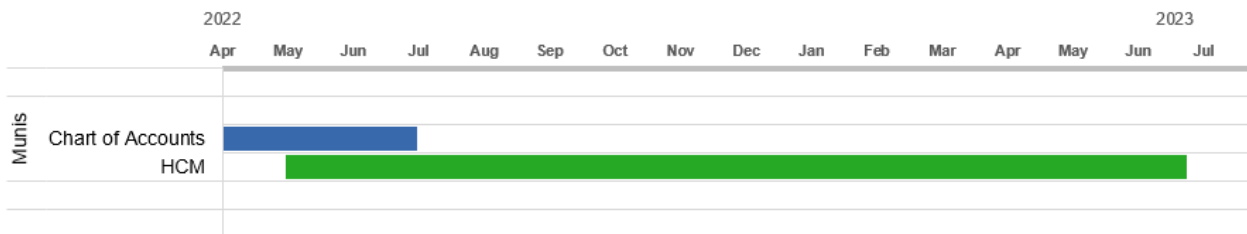
# 11. Project Timeline

## 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

### PROJECT TIMELINE



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	<b>Chart of Accounts</b>	Chart of Accounts <ul style="list-style-type: none"> <li>• COA Analysis</li> <li>• COA Development</li> </ul>	April 1, 2022  or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed	July 1, 2022  or as defined in the Project Plan and mutually agreed upon



2	<b>Human Capital Management</b>	<ul style="list-style-type: none"> <li>• Human Resources &amp; Talent Management</li> <li>• Payroll w/ ESS</li> <li>• ExecuTime Time and Attendance</li> </ul>	May 1, 2022 or as defined in the Project Plan and mutually agreed upon	July 1, 2023 or as defined in the Project Plan and mutually agreed upon
	<b>System Wide</b>	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting</li> <li>• Tyler Content Manager SE</li> <li>• Tyler ReadyForms Processing</li> <li>• Munis Admin &amp; Security</li> </ul>		

11.2 Intentionally left blank.



**Tuesday, February 15, 2022**  
**Agenda Items**

**Non-Consent Items**

1. Patricia Bartelson, an heir of the estate of Myrtle Van Tassel, submitted in 2019 an application to repurchase Parcel No. 38-000-29-0225-000, which is a 4.62-acre parcel in Maine Township. A resolution approving the repurchase was passed on March 17, 2020, with the condition that the repurchase amount must be paid on or before Tuesday, March 31, 2020.

The March 31, 2020, deadline was missed due to several COVID-19 related issues. There had been ongoing communications with the Bartelsons and on October 26, 2021, Resolution No. 2021-166 amending Otter Tail County Resolution No. 2020-26 was presented and passed with the condition that the repurchase amount must be paid on or before Tuesday, November 30, 2021.

I recently received a Cashier's Check dated January 28, 2022, for the full amount of the repurchase price; however, it was after the date stated in Resolution No. 2021-166.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried, to approve acceptance of the repurchase amount after the stated due date and to authorize the County Auditor-Treasurer to proceed with the repurchase paperwork.

2. Motion by \_\_\_\_\_, second by \_\_\_\_\_ and unanimously carried, to approve reappointing David Erwin to a four-year term on the Otter Tail Water Management District Board of Commissioners. The Otter Tail Water Management District Board of Commissioner recommends the reappointment of David Erwin..
3. Motion by \_\_\_\_\_, second by \_\_\_\_\_ and unanimously carried, to approve the appointment of Stacy Cannady to complete the term of Dennis Jones, which expires December 2023, on the Otter Tail Water Management District Board of Commissioners. The Otter Tail Water Management District Board of Commissioner recommends the appointment of Stacy Cannady.
4. Motion by \_\_\_\_\_, second by \_\_\_\_\_ and unanimously carried, to approve payment in the amount of \$869.22, to Perham Health for services provided under the provisions of Minnesota Statute 609.35 (CFS 22001203).
5. Motion by \_\_\_\_\_, second by \_\_\_\_\_ and unanimously carried, to approve payment in the amount of \$1,899.00, to Innovis Health or Essentia Health for services provided under the provisions of Minnesota Statute 609.36 (CFS 22001203).
6. Redistricting Discussion

7. Resolution

2022 Application for Help America Vote Act (HAVA) Grants Program to Minnesota Counties  
OTTER TAIL COUNTY RESOLUTION NO. 2022-

WHEREAS, The Office of the Minnesota Secretary of State {OSS} is currently soliciting applications from counties for grants under the 2022 Help America Vote Act (HAVA Grants Program); .

WHEREAS, During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Sec. 41, directed the distribution of \$3 million from federal Help America Vote Act {HAVA} appropriations as grants to political subdivisions. Per statute, these funds must be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections. Regularly scheduled state elections in Minnesota are also federal elections;

WHEREAS, Each county shall initially be eligible for the following maximum HAVA grant distribution amount: \$20,000 flat-rate per county plus \$.287 per Voting Age Population (47,036) as captured by the 2020 U.S. Census for a total grant of \$33,499.33;

WHEREAS, Undistributed funds (funds not requested by counties, or funds allocated to counties for which prerequisites are not completed), as well as unspent and returned funds from counties will be subject to follow-on redistribution per a to-be-determined "2nd round" formula.

WHEREAS, The HAVA Grants Program does not require counties to match any amount of funding to be eligible to receive a grant award amount; and

WHEREAS, HAVA Grants Program funds may be used by counties for any improvements or enhancements to accessibility or security of elections. Office of the Secretary of State interprets the statutory language to extend to wider IT / network/ and physical security and accessibility improvements and enhancements to county environments (virtual and physical), so long as elections functions are covered within. While Office of the Secretary of State may be consulted on potential uses under consideration, counties are expected and encouraged to make autonomous decisions on applicability based on statutory language and be prepared to defend and justify those decisions if audited. Of note, HAVA Grants Program funding may be applied to meet county matching requirements under the Voting Equipment Grants Authorization {VEGA} Program.

NOW THEREFORE, BE IT RESOLVED that the grant application in the form presented to this board and to be submitted to the Office of the Secretary of State is hereby approved;

BE IT FURTHER RESOLVED that the Board directs application for any unused HAVA grant funds to be determined at a later date on the purposes for which the grant is received;

BE IT FURTHER RESOLVED that the chief elections officer of the County and staff are directed to submit this approved grant application at the earliest opportunity; and

BE IT FURTHER RESOLVED that when the grant agreement is provided to the chief elections officer of the county, Wayne Stein the team leader from the Finance, Property and License Management Team, that person is delegated the authority to execute that agreement and return it to the Office of the Secretary of State without further approval by this Board.

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, Minnesota this 15th day of February 2022.

COUNTY BOARD OF COMMISSIONERS

Dated: February 15, 2022

By: \_\_\_\_\_  
Betty Murphy, Board of Commissioners Chair

Attest \_\_\_\_\_  
Nicole Hansen, Clerk

**Otter Tail Water Management District  
PO Box 612 Battle Lake, MN 56515  
218-548-7400**

**February 1, 2022**

MR. WAYNE STEIN  
COUNTY AUDITOR  
GOVERNMENT SERVICE CENTER  
510 FIR AVE. W  
FERGUS FALLS, MN 56537

Ref: Districts Board of Commissioner terms.

Dear Mr. Stein,

Dave Erwin's term is up for renewal this year. He has agreed to serve another term. The Districts' Board of Commissioners at their regular monthly meeting on January 12<sup>th</sup>, 2022, moved to have Dave Erwin reappointed to the Board for four years. If you have any questions, please contact me.

Sincerely,

Alex Kvidt  
Administrator  
Otter Tail Water Management District

**Otter Tail Water Management District  
PO Box 612 Battle Lake, MN 56515  
218-548-7400**

**February 1, 2022**

MR. WAYNE STEIN  
COUNTY AUDITOR  
GOVERNMENT SERVICE CENTER  
510 FIR AVE. W  
FERGUS FALLS, MN 56537

Ref: Districts Board of Commissioner terms.

Dear Mr. Stein,

The Otter Tail Water Management District board has added Stacy Cannady to the board. She will be taking the position that was held by Dennis Jones. She has agreed to serve out the remainder of his term. The Districts' Board of Commissioners at their regular monthly meeting on February 9<sup>th</sup>, 2022, moved to have Stacy Cannady appointed to the Board for the remainder of Dennis Jones term which goes to the end of December 2023. If you have any questions, please contact me.


Sincerely,

Alex Kvidt  
Administrator  
Otter Tail Water Management District





**HIRING REQUEST FORM FOR NEW POSITIONS**

<b>Hiring Request Information</b>	
Department: Highway	Date of Request: 1-20-2022
Title of Position Requested: Accounting Specialist	FTE of Position Requested: 1
Number of Incumbents in Job Class: 2	Number of Vacancies in Job Class: 0
Number of Employees in Department: 52 Full Time and 1 Part Time	Number of Vacancies in Department: 0 presently - 1 upcoming in February
<b>Hiring Criteria &amp; Guidelines</b>	
Indicate whether or not position is mandated by statute, explain. Not mandated by statute	
Estimate costs associated with this position, e.g. salary, benefits, advertising. \$71,575 - \$96,700	
Indicate revenue sources that fund this position, e.g. county, state, federal, private, grant. State Aid (Highway) & County	
How is this workload currently being managed, e.g. temporary employees, redistribution, job share? We are falling farther behind all the time and tasks are not getting done timely in the Accounting area. Accounting Supervisor working longer days and weekends to stay afloat. Accounting Specialists working some overtime. One of the Administrative Assistants who is currently splitting time between Administrative and Accounting duties will soon become the only Administrative Assistant due to the upcoming retirement of the other Administrative Assistant. We will be replacing that position with this Accounting Specialist as this is the area where more help is needed. We budgeted for this accordingly.	
What alternatives have you explored to filling this position? Overtime for accounting specialists, but they are so busy they haven't had time to learn additional tasks.	
What are the consequences of not filling the position? We will continue to fall farther behind on the workload. Accounting duties not getting done in a timely manner or by deadlines, payroll and bills not getting paid. Employee burnout.	
<b>Approval</b>	
Department Head Signature: 	Date: 1/20/2022
Division Director Signature:	Date:
Budget Committee Recommendation (if applicable):	Date:
Internal Services Committee Recommendation:	Date:
County Board Action:	Date:



## Accounting Specialist - 2022 Rates

Range B21	Step 1	Step 12
Annual Salary	\$ 43,659.00	\$ 65,478.00
County Benefit	\$ 19,800.00	\$ 19,800.00
<b>Annual Income to Employee</b>	<b>\$ 63,459.00</b>	<b>\$ 85,278.00</b>
Employer's FICA Share-Salary	\$ 3,339.91	\$ 5,009.07
Employer's FICA Share-50% of Co Benefit	\$ 757.35	\$ 757.35
Employer's PERA Share - Salary	\$ 3,274.43	\$ 4,910.85
Employer's PERA Share - 50% of Co. Benefit	\$ 742.50	\$ 742.50
<b>Employer Share of Benefits Cost</b>	<b>\$ 8,114.19</b>	<b>\$ 11,419.77</b>
<b>Total Cost</b>	<b>\$ 71,573.19</b>	<b>\$ 96,697.77</b>

**Otter Tail County  
Request for Reclassification or Reevaluation**

<b>Hiring Request Information</b>	
Department: Probation	Date of Request: 08-20-2021
Classification Title: Probation Agent Director	Position Assignment Title: Probation Agent Probation Director
<b>Hiring Criteria &amp; Guidelines</b>	
Indicate whether or not position is mandated by statute, explain.  Positions are mandated by statute as set forth in Minn. Stat. 244.19.	
Estimate costs associated with reclassification.  Probation Agent positions were evaluated when a Classification and Compensation study was completed in 2013. The positions were evaluated as Probation Agent – B23, Probation Agent Senior – B24, and Probation Agent Career – B25. At that time, the positions were paid through the state salary structure of MAPE (MN Association of Professional Employees). The positions are currently on the MAPE salary structure. Probation agents believe their tasks and duties have changed since the last position evaluation. If the positions are placed in a different DBM classification, the budget will be impacted by an increase in pay.  <i>Gallagher reclassified the Agent positions as follows; Probation Agent – B24, Probation Agent Senior – B25, Probation Agent Career – C41.</i>  The Probation Director position was previously evaluated at D63. The Probation Director is currently on the MMA (MN Management and Budget) salary structure. Since the adoption of the class and comp structure, other director positions have been reevaluated to ensure proper placement. Administration is recommending reevaluation of the Probation Director at this time due to changes in the position description developed over time. Moving the Probation Director from MMA to the county structure will likely increase the position's salary.  <i>Gallagher reclassified the Probation Director position as D62.</i>	
Indicate revenue sources that fund this position, e.g. county, state, federal, private, grant.  CPO is funded by the general county levy as well as a formula determined by the state for reimbursement.	
How has the position changed to support reclassification?  The Probation Director has developed programming including community supports for individuals on probation which has modified job descriptions for the Program Agents.  See above regarding the Probation Director.	
What alternatives have you explored to reclassifying this position?  Maintaining Probation Agent and Director positions on MAPE and MMA, respectively.	
<b>Approval</b>	
Department Head Signature:	Date:

**Otter Tail County  
Request for Reclassification or Reevaluation**

Division Director Signature:	Date:
Internal Services Committee Recommendation:	Date:
Budget Committee Recommendation:	Date:
County Board Action:	Date:

# LABOR AGREEMENT

between

**COUNTY OF OTTER TAIL  
Fergus Falls MN**

and

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320**



*Representing*  
**FACILITIES MAINTENANCE EMPLOYEES**

**January 1, 2022 through December 31, 2024**

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**LABOR AGREEMENT**  
**between**  
**COUNTY OF OTTER TAIL**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**  
***Facilities Maintenance Employees***

**ARTICLE I. (1). PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Otter Tail, hereinafter called the Employer, and the Minnesota Teamster Public and Law Enforcement Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE II (2). RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes 179A.03, Subd. 14, for all personnel in the following job classifications:

***"All employees within the Facilities Operations Department employed by Otter Tail County, Fergus Falls, Minnesota, who are public employees within the meaning of Minnesota Statute §179A.03, Subd. 14, which excludes supervisory, confidential employees, and all other essential employees."***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III (3). DEFINITIONS**

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: Includes the Facilities Operations Department.
- 3.5 EMPLOYER: The County of Otter Tail, Minnesota.
- 3.6 DEPARTMENT HEAD: The Director of the Facilities Operations Department.

- 3.7 PART-TIME REGULAR: An employee who has completed a six (6) month probation period and works fewer than forty (40) hours per week on a regular basis.
- 3.8 FULL-TIME REGULAR: Employee who has completed a six (6) month probation period, and works forty (40) hours or more a week for the Employer.
- 3.9 IMMEDIATE FAMILY: Employee's spouse, children, adopted or foster child, parent(s), legal guardian(s), siblings, sister/brother/mother/father-in-law, grandchildren, grandparents related by blood or marriage.
- 3.10 UNION STEWARD: Steward elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.11 SENIORITY: Seniority is as defined in Article IX.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 PROBATIONARY PERIOD: A period of time not to exceed six (6) calendar months from the date of employment subject to the conditions of Article V, Section 5.3.
- 3.14 CLASS: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience, or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.
- 3.15 DEMOTION: A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.16 PROMOTION: A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.17 TRANSFER: The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different county agency or to a position in a different class in the same or different county agency that has a comparable work value.
- 3.18 DIVISION DIRECTORS: Managers responsible for directing the activities of multiple departments, programs or functions.
- 3.19 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustments for unpaid leaves of absence.
- 3.20 IN GOOD STANDING: The status of an employee who is not the subject of current discipline, and has given proper notice of resignation.



#### **ARTICLE IV (4). EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

#### **ARTICLE V (5). EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 5.3 Employees will be subject to probationary periods of time not to exceed six (6) calendar months from the date of employment. During the probationary period, employees may be terminated from employment at the sole discretion of the Employer. During the probationary period, probationary employees are employed "at will" and cannot avail themselves of the grievance procedure in Article VII contesting any termination process.

#### **ARTICLE VI (6). UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount sufficient to provide the payment of dues established by the Union, or a negotiated deduction, as provided in [Minnesota Statutes 179A.06, Subd. 3](#), consistent with the [Janus](#) decision. Such money shall be remitted as directed by the Union.
- 6.2 It is agreed that the Employer's obligation to provide for dues deduction and/or negotiated fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 6.3 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate. The Union may designate two (2) stewards and one (1) alternate to represent this unit.
- 6.4 The Employer shall provide a Union bulletin board at the Courthouse and the Government Services Center for the posting of Union notice(s) and announcement(s). The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted on the Employer's premises.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 6.6 Neither the County nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- 6.7 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

## **ARTICLE VII (7). GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. A probationary employee is not entitled to utilize the grievance procedure.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union, as the grievance representative of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of their successors, when so designated.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and, therefore, shall be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

**STEP 1.** A non-probationary employee, claiming a violation concerning the interpretation or application of this Agreement, shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor, as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer, in writing, within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

#### 7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide on the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue, not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance, or an appeal thereof, within the specified time limit, the Union shall elect to treat the grievance as defined at that Step and may immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

7.7 No employee shall be disciplined for filing a grievance or for his/her testimony at a grievance hearing.

- 7.8 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article VII or a procedure such as Civil Service, Veterans Preference, etc. If appealed to any procedure other than in Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## **ARTICLE VIII (8). SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

## **ARTICLE IX (9). SENIORITY**

9.1 There are three types of seniority:

- A. Service Seniority is the total length of continuous service with the County.
- B. Departmental Seniority is the total length of service within a specific department or division of County service.
- C. Classification Seniority is the total length of service within a work classification.

9.2 Seniority Provisions: Seniority is recognized for all employees in cases of layoff, recall, or promotion. Seniority only applies within the employee's specific department.

- A. Employees will not accumulate seniority, vacation, or sick leave during an unpaid leave of absence except as required by state or federal law.
- B. The Employer is committed to hiring and promoting the most qualified candidate for County service. When the County determines in its discretion that all other qualifications are equal, the Employer shall select the applicant with the greater departmental seniority for the job opening.
- C. An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period the employee or his or her supervisor may request return to a position of comparable duties, number of hours, pay, and classification or, if available, the former position.
- D. Employees who voluntarily terminate or who are discharged from employment forfeit all seniority rights with the County.

E. After completing the probation period, employees will be credited with seniority from the first date of continuous employment with the County.

9.3 **Layoff and Recall:** Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which the employee is bumping and the employee has greater departmental seniority than the employee who is to be bumped.

B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her or his employment. Recall notification shall be by first-class mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

C. The Employer shall issue written notice of an indefinite layoff at least ten (10) calendar days in advance of layoff and will meet and confer to attempt to minimize the impact of the layoff on employees. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) calendar or more days. The Employer may layoff an employee for a definite period of forty-four (44) calendar days or less by giving written notice to the affected employees.

D. Contract and temporary employees in the same department and classification shall precede regular employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with paragraphs A, B, and C above.

## **ARTICLE X (10). DISCIPLINE**

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. Oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.

Employee and the Union will receive a copy of such reprimands and/or notices. Documentation of oral reprimands is not arbitrable.

- 10.4 Discharges will be preceded by a five (5) day suspension without pay.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to suspension or discharge may be initiated by the Union in Step 3 of the grievance procedure under Article VII.
- 10.8 If a Department Head or Supervisor has a reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

## **ARTICLE XI (11). CONSTITUTIONAL PROTECTION**

Employees shall have the rights guaranteed to all citizens by the United States and Minnesota Constitutions.

## **ARTICLE XII (12). WORK SCHEDULE**

### 12.1 Hours of Work:

- A. County offices are open for business on times and days established by the County Board.
- B. To meet the service needs of the public, Department Head(s) may vary an employee's or department's work hours. Each Department Head shall establish a regular work schedule for his or her employees.

### 12.2 Weather Closing Policy for Otter Tail County offices and departments:

- A. The Chair of the County Board of Commissioners, or the chair's designee is authorized to order closure of the County Offices in Fergus Falls when it is not reasonably possible for employees to travel within the City of Fergus Falls. The Commissioners representing Districts 1 and 4 are authorized to determine if weather conditions require closure of the New York Mills County Offices.
- B. All County employees are encouraged to avoid unnecessary risk to their personal safety when traveling to or from their place of work. Those employees not defined as "essential employees" under the Minnesota Public Employment Labor Relations Act, and not performing highway maintenance duties, may choose not to report to work, or to leave early, as weather conditions require in the interest of their personal safety. Department Heads or Supervisors must approve this absence from work, prior to or after the fact.

C. Those employees who are unable to safely report to work, as provided above, whether or not the County offices are closed, may select one or more of the following ways to account for their normal work hours missed, subject to the approval of their Department Head:

1. by utilizing a corresponding number of hours of accrued vacation time; or
2. by utilizing a corresponding number of hours of accrued sick leave; or
3. by utilizing a corresponding number of hours of accrued compensatory time (accrued overtime); or
4. by making up the hours within the work week during which the time was missed, on an hour for hour basis, performing productive work, subject to the approval of the employee's supervisor; or
5. by taking a corresponding number of hours without compensation.

D. Employees with questions regarding this policy should contact their immediate supervisor.

12.3 Employees may take a 15-minute break per four hours worked. When scheduling breaks, supervisors may request that employees arrange their time so that all phones and/or workstations are covered. Employees may also be requested to take their break at the time and location indicated by their supervisor. Time spent on breaks is compensated and considered work time. Employees cannot bank break time for extended lunch periods or to modify regular work hours.

12.4 Lunch breaks normally consist of one-half (1/2) hour (unpaid) unless otherwise scheduled by their Department Head. The Department Head may request that employees arrange their time so that all phones and/or workstations are covered. Employees may be requested to take their lunch break at the time indicated by their supervisor.

12.5 Nothing contained in this or any other article shall be interpreted as a guarantee of a minimum or maximum number of hours the Employer may assign employees.

12.6 The Employer shall pay for training required by the Employer or authorized by the Employer during duty periods. Duty and assigned training shall be at regular base rates with no premium. Training necessary to maintain professional licensure and not mandated by the Employer shall be at the employee's own expense.

### **ARTICLE XIII (13). OVERTIME**

13.1 All overtime requires prior authorization by the employee's Department Head/Supervisor. With the employee's agreement, overtime may be taken as compensatory time. Compensatory time or overtime payments will be paid at one and one-half (1 1/2) times the hourly rate, or in the case of compensatory time, it is overtime hours times one and one-half (1 1/2) for equivalent time off. This provision does not apply to those employees who are defined as exempt by Fair Labor Standards Act.

13.2 There is no pyramiding, duplicating, or compounding of overtime.

13.3 For the purposes of computing overtime, the work week commences at 12:01 a.m. Monday and consists of forty hours. Holiday, vacation, and sick leave hours count as hours worked for the purposes of computing overtime as do work related (not commuting) travel hours.

- 13.4 An employee may elect to receive compensatory time off in lieu of overtime. No employee shall accumulate more than forty (40) hours of compensatory time. Compensatory time off may be scheduled only with the approval of the employee's Supervisor or Department Head. The request will be granted unless it places an unreasonable burden on the County.
- 13.5 All accrued compensatory time shall be paid to the Post Employment Health Care Savings VEBA Plan and the bank reduced to zero (0) in December of each year. Any compensatory time shall also be paid out to the Post Employment Health Care Savings VEBA Plan immediately prior to any wage rate increase that an employee may receive.
- 13.6 Employees who are assigned by the Employer to be "on-call" at times outside of their scheduled working shift shall be compensated at the rate of four dollars and ten cents (\$4.10) per hour for the hours that the employee is "on-call." In future years, this amount will be adjusted consistent with COLA increases [2023 \$4.21; 2024 \$4.33]. An employee who is called to duty during this "on-call" time shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times the normal base pay rate. An employee who is called to duty during this "on-call" time shall not receive the four dollars and ten cents (\$4.10) per hour "on-call" compensation during the time the employee is being compensated for being on duty. This provision will also apply to an employee who is called to duty outside of the regularly scheduled shift even though the employee is not "on-call."

Employees who are "on-call" on a holiday as defined in Section 17.1 shall be compensated at the rate of five dollars and seventy-four cents (\$5.74) per hour for all hours employee is "on-call." In future years, this amount will be adjusted consistent with COLA increases [2023 \$5.90; 2024 \$6.06]. An employee who is called to duty during this "on-call" time on a holiday listed in Section 17.1 shall receive pay at the normal pay rate plus one and one-half (1½) times that normal rate, with a minimum of two (2) hours pay. An employee called to duty during this "on-call" time shall not receive the five dollars and seventy-four cents (\$5.74) per hour "on-call" compensation during the time the employee is being compensated for being on duty. This provision will also apply to an employee who is called to duty outside of the regularly scheduled shift even though the employee is not "on-call."

Staff are scheduled for on-call duty one week at a time. On-call staff are required to be available at all times during that week in case of an afterhours building emergency or problem. If it is required that the on-call staff needs to respond to a location, the on-call staff is required to be on-site at the location within one hour of the call.

#### **ARTICLE XIV (14). UNIFORM ALLOWANCE**

- 14.1 Employees shall receive five hundred dollars (\$500.00) for each year of the contract as an annual uniform allowance. This benefit will be pro-rated for part-time employees.
- 14.2 The uniform allowance shall be credited to each employee's uniform account from which the employee shall be reimbursed upon the presentation of appropriate documentation showing the purchase or repair of approved items.
- 14.3 All employees shall keep their uniforms in a presentable condition and shall be in uniform as determined by the Department Head. Any portion of the uniform allowance not required to comply with the department appearance policies may be spent only in accordance with the written policy of the Employer, which will include appropriate ASTM safety footwear.



- 14.4 Any accumulation, which will never exceed one thousand dollars (\$1,000.00), of unused uniform allowance shall be forfeited upon resignation or retirement of the employee.
- 14.5 A newly hired employee shall receive an extra fifty percent (50%) of a uniform allowance to purchase new issue of clothing during the first year of employment.

**ARTICLE XV (15). WORKING OUT OF CLASSIFICATION**

Employees temporarily transferred to a higher classification for a period of more than 15 working days will receive the rate for the higher classification for the period of the transfer, provided that, all tasks and duties of that higher job classification are performed. When employees are temporarily assigned to a lower paid classification, they will receive their regular rate of pay until the transfer has been made permanent. A transfer to a lower classification is considered permanent after thirty (30) calendar days.

**ARTICLE XVI (16). INSURANCE**

- 16.1 CAFETERIA BENEFITS PLAN. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees.

The Employer shall contribute designated amounts as referenced below per month to each regular full-time employee dependent upon classification for health insurance and/or other benefits through the Cafeteria Benefits Plan. This takes effect thirty (30) days after the beginning of employment, or in the case of an employee beginning County service other than the first day of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Cafeteria Benefits Enrollment form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive pro-rata portion of the benefit per month. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Cafeteria Benefits Plan.

Regular employees will only qualify for Legacy Employer Contributions toward a single plan if all of the following are met: (1) employee was employed on or before December 31, 2018, (2) employee has continuously maintained single plan coverage through the Cafeteria Benefits Plan effective January 1, 2019 to present, and (3) employee has not chosen a single plus children, single plus spouse, or family plan after January 1, 2019.

Effective January 1, 2022, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and seventy-five dollars (\$1,375.00) per month.

Effective January 1, 2023, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and ninety dollars (\$1,390.00) per month.

Effective January 1, 2024, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, four hundred and five dollars (\$1,405.00) per month.

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Effective January 1, 2022, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and ten dollars (\$810.00) per month.

Effective January 1, 2023, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and thirty dollars (\$830.00) per month.

Effective January 1, 2024, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and fifty dollars (\$850.00) per month.

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Effective January 1, 2022, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and twenty-five dollars (\$1,425.00) per month.

Effective January 1, 2023, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and fifty dollars (\$1,450.00) per month.

Effective January 1, 2024, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, five hundred dollars (\$1,500.00) per month.

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Effective January 1, 2022, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred and fifty dollars (\$1,650.00) per month.

Effective January 1, 2023, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred dollars (\$1,700.00) per month.

Effective January 1, 2024, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred and seventy-five dollars (\$1,775.00) per month.

- 16.2 The Medical Reimbursement Account Maximum (Flexible Benefits Plan) shall be the maximum amount allowed by federal and state laws and regulations.
- 16.3 Part-time employees who do not qualify for health insurance benefits under the plan in effect at the time of their employment will not receive any of the benefits set forth in this Article.
- 16.4 Upon resignation in good standing, employees who have worked less than ten (10) years and have completed their probation period, may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under this Article, subject to approval by the insurance carrier and limited to the required periods of continued health insurance coverage provided by Federal and State laws and regulations. Accumulations in the employee's sick leave bank (see Section 19.3) are specifically excluded from this provision.
- 16.5 One (1) member from the bargaining unit will be elected to sit on the Insurance Committee which will be a sub-committee of the Labor Management Committee (LMC).

- 16.6 The failure of an insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the County or to the Union, nor shall such failure to be considered a breach by the County or to the Union, nor shall such failure be considered a breach by the County or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the County, Union, employee or beneficiary of any employee. The terms of any contract or policy issue by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.
- 16.7 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

**ARTICLE XVII (17). HOLIDAYS**

17.1 All regular employees shall be entitled to paid holidays as defined below:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	1/2 Day, December 24
Independence Day	Christmas Day

- 17.2 In order to qualify for the holiday pay under this Article, an otherwise qualified employee must not be on unpaid status. Holiday pay consists of eight (8) hours per holiday.
- 17.3 When any of the above named holidays falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.
- 17.4 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24th.
- 17.5 When a paid holiday falls during an employee's vacation period, he/she shall receive an additional day of paid vacation.
- 17.6 Employees who are required to work a holiday shall be paid at one and one-half (1 1/2) times their normal base pay rate for all hours worked. This rate shall apply to employees assigned to work holidays listed in Section 17.1, which are observed on a different day pursuant to Sections 17.3 and 17.4, but only applies to one day, either the actual or observed holiday.
- 17.7 Part-time employees will receive paid holidays on a pro-rated basis.

**ARTICLE XVIII (18). VACATION SCHEDULE**

18.1 All regular County employees shall be entitled to earn vacation at the rate designated in the following schedule:

1st year employment	6.67 hours/month
2nd year employment	7.33 hours/month
3rd year employment	8.00 hours/month
4th year employment	8.67 hours/month
5th year employment	9.33 hours/month
6th year employment	10.00 hours/month
7th year employment	10.33 hours/month
8th year employment	10.67 hours/month
9th year employment	11.00 hours/month
10th year employment	11.33 hours/month
11th year employment	11.67 hours/month
12th year employment	12.00 hours/month
13th year employment	12.33 hours/month
14th year employment	12.67 hours/month
15th year employment	13.00 hours/month
16th year employment	13.33 hours/month
17th year employment	13.67 hours/month
18th year employment	14.00 hours/month
19th year employment	14.33 hours/month
20th year employment	14.67 hours/month
21st year employment	15.00 hours/month
22nd year employment	15.33 hours/month
23rd year employment	15.67 hours/month
24th year employment	16.00 hours/month
25th year employment	16.33 hours/month
26th year employment	16.67 hours/month
27th year employment	17.33 hours/month

- 18.2 Vacation shall accrue semi-monthly at the rates indicated above commencing with the first month of employment. Employees may only claim and be entitled to a vacation upon continuation of employment after completion of the probationary period in good standing. Provided, however, any employee working less than forty (40) hours per week shall earn vacation on a pro rata basis (e.g. a part-time employee who works thirty (30) hours per week would qualify for seventy-five percent (75%) of the vacation allowed in the above schedule). An employee is not entitled to vacation time or vacation pay if employment terminates during the probationary period.
- 18.3 Vacation schedules shall respect the employee's wishes to the extent reasonable within the limitations of the department. The department head may require that vacation requests be made by a specific reasonable date each year or a reasonable time before vacation is to be taken.
- 18.4 Accumulated vacation leave in excess of twenty-four (24) days or 192 hours shall be lost at the employee's anniversary date unless carryover of additional days is specifically approved by the department head and Division Directors for good cause. Employees are encouraged to use their vacation each year. Employees in good standing shall be paid for any unused vacation upon separation from County service as set forth in Article XXVIII (28).

**ARTICLE XIX (19). SICK LEAVE**

- 19.1 Employees are responsible for reasonable, prudent, and bona fide use of sick leave privileges. Claiming sick leave when fit, except as provided in this section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination.
- 19.2 Sick leave is earned at the rate of eight (8) hours per month, and accumulates to a total of nine hundred and sixty (960) hours. It is accumulated on a pro-rated basis for regular part-time employees working less than forty (40) hours per week.
- 19.3 An employee who has accumulated 960 hours of sick leave may bank an additional 240 hours to be used only in the event that sick leave accumulated under this section has been exhausted. Sick leave in this bank cannot be used to replenish the maximum accumulation of 960 hours as stated in paragraph 19.2. Sick leave in this bank may not be used for payment of insurance premiums or severance under Article XVI (15).
- 19.4 The employee must notify his/her supervisor of his/her inability to be at work due to illness as soon as possible, preferably before the start of working hours. Failure to provide notification may result in a loss of sick pay for the time taken.
- 19.5 Employees claiming sick leave may be required to file written documentation. If employees have been incapacitated, they may be required to provide documentation of being capable of performing all job duties. If in excess of three (3) consecutive days, written statement from a physician/public health service specifying the amount of time needed may be required.
- 19.6 Other permitted uses of sick leave:

<u>SITUATION</u>	<u>NUMBER OF HOURS</u>
Medical necessity in Immediate Family	24** (per event)
Pregnancy/Birth/Adoption	24*** (per event)
Funeral for co-workers within the department	4 (per event)

\*\* Additional time with department head approval and physician's certification.  
\*\*\* Additional days as required by physician.

- 19.7 The use of sick leave for dental or medical appointments for the employee or employee's spouse, child, or parent is not required unless the appointments total more than three (3) hours in any given month. This provision only applies to full-time employees.
- 19.8 An employee on vacation who becomes ill or injured may with proper notification change his/her leave status to sick leave.

**ARTICLE XX (20). WAGES**

- 20.1 All employees shall be paid in accordance with the attached wage schedule.
- 20.2 For each year of the contract, each employee not yet on Step 12 shall receive one (1) step increase on the appropriate pay grade on his/her anniversary day conditioned on satisfactory performance.

20.3 Employees working a majority of their shift between 6:00 p.m. and 6:00 a.m. shall receive additional compensation of one dollar and fifty cents (\$1.50) per hour.

**ARTICLE XXI (21). MEAL ALLOWANCE**

21.1 When employees are required to be out of Otter Tail County on training, education, official business or on approved work-related meetings, they shall receive reimbursement for meals under the following conditions:

A. Breakfast: When an employee is required to leave home before 6:00 a.m., or was away overnight, at a rate of ten dollars (\$10.00).

B. Lunch: When an employee is out of the County between 11:00 a.m. and 2:00 p.m., at a rate of fifteen dollars (\$15.00).

C. Supper: When an employee is out of the County between 5:00 p.m. and 8:00 p.m., at a rate of eighteen dollars (\$18.00).

21.2 Employees may aggregate the meal reimbursement amounts during any one-day period not to exceed the daily maximum of forty-three dollars (\$43.00). Employees must provide a receipt showing the actual costs incurred. Reimbursement will not be available for the cost of alcoholic beverages.

21.3 Reimbursed mileage for personal vehicle use shall be at the current IRS rate.

**ARTICLE XXII (22). INJURY ON DUTY**

22.1 At the Employer's discretion, an employee (a) acting within the limits of the authority established by the Employer, (b) who receives a disabling injury, as a result of a single incident, during the performance of assigned official duties performing acts required by law, and (c) wherein the Employer had determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed ninety (90) calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave.

22.2 All benefits received under this plan shall be coordinated with benefits received through worker's compensation and the County long-term disability program. An employee may elect to supplement worker's compensation benefits and/or long-term disability payments with deductions from accrued sick leave or vacation provided that the total received does not exceed the employee's normal base pay.

22.3 After the ninety (90) day period referenced in Section 22.1, employees receiving Workers' Compensation insurance benefits may utilize earned vacation, sick leave, and compensatory time to make up the difference between their normal earnings and the Workers' Compensation payment, subject to the following terms:

- A. The use of such earned leave time to make up the difference in hours between the two-thirds Workers' Compensation payment and a normal work day is limited to pre-injury accumulated leave time.
- B. The leave time accrued while receiving two-thirds Workers' Compensation and one-third (1/3) accumulated leave time cannot be used until there is a return to work.
- C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.
- D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
- E. Seniority will cease to accrue at the date on which an employee has exhausted pre-injury accumulated leave and while on any unpaid leave of absence.

### **ARTICLE XXIII (23). RESIGNATION**

- 23.1 Any employee desiring to resign shall submit such resignation in writing to the Department Head under which he or she works. This shall be at least two (2) weeks in advance of the proposed resignation. Existing vacation credits shall be payable into the Post Employment Health Care Savings VEBA Plan on termination or retirement to employees in good standing. (See Article XXVIII.E.) Failure to comply with this provision may be cause for non-payment of unused vacation leave.
- 23.2 Employees, in good standing, who leave employment after a minimum of ten (10) years, will receive seventy-five percent (75%) of the balance of their accumulated sick leave payable into the Post Employment Health Care Savings VEBA Plan not to exceed 720 hours. (See Article XXVIII.B.)

### **ARTICLE XXIV (24). LEAVES OF ABSENCE**

- 24.1 Any request for the leave of absence other than for vacation and sick leave shall be submitted in writing by the employee and must be approved by the employee's department head or designee.
- 24.2 Funeral Leave: Employees, in good standing, are allowed a maximum of three days paid leave for a death in their immediate family. Additional time off requires the use of vacation, sick leave or comp time and requires Department Head/Supervisor approval.
- 24.3 Reporting of Absence From Job:
  - A. Absence during working hours must have prior approval of the Department Head.
  - B. Unreported absence of an employee of more than three (3) consecutive working days will be sufficient cause to discharge the employee from County employment. Employees with unapproved absences are subject to disciplinary action.
- 24.4 Emergency Closing: Non weather-related emergency closure of the courthouse will be authorized by the Chair of the County Board or his or her appointed delegate.

- 24.5 Jury Duty: Employees on Otter Tail County jury duty will be allowed normal pay and are not eligible for the daily juror fee. Employees normally reporting to work in Fergus Falls will not be eligible for mileage.
- 24.6 Military Leave: Military rights are provided by MS 192.26 and federal law.
- 24.7 Leave of Absence Without Pay:
- A. Employees wishing to absent themselves from their duties may, with Department Head approval, be granted a leave of absence without pay. Such leave will be granted only upon the written request of the employee, containing reasons for the leave, when it is in the best interest of the county. Except in the case of illness or disability, such leave will not exceed one (1) year.
  - B. A leave of absence may be canceled at any time with written notice to the employee. The Department Head will specify a reasonable date for termination of the leave.
  - C. Anniversary dates will be adjusted forward for the duration of unpaid leaves.
  - D. Employees on an unpaid leave of absence are responsible for their own benefit premiums.
  - E. An employee on unpaid leave status will not receive compensation for holidays nor accrue vacation, sick leave or seniority.
- 24.8 Other Authorized Leaves: Employees shall be granted all leaves of absence, with or without pay, as required by federal or state laws or rules. A Department Head shall consult with the county personnel office regarding appropriate procedures for all leaves required by law.
- 24.9 If the reasons and circumstances upon which an employee's leave of absence was granted change while he/she is on leave, he/she must immediately report to the Employer to be reinstated or to request continuation of leave, based on the changed conditions. If the employee fails to so report or falsifies his/her report, he/she may be subject to disciplinary action in accordance with Article X (10).

## **ARTICLE XXV (25). SAFETY**

- 25.1 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the County's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.
- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within twenty-four (24) hours of occurrence. Major incidents, such as death, amputation, loss of consciousness or three or more casualties are to be reported immediately. Department Heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by



employees of their department. Current forms and procedures are available at the Personnel Office.

**ARTICLE XXVI (26). EMPLOYEE ASSISTANCE PROGRAM**

The County will provide employees the same Employee Assistance Program that it offers to other County employees.

**ARTICLE XXVII (27). TUITION ASSISTANCE**

The County will provide the same Tuition Assistance Program that it provides for other County employees.

**ARTICLE XXVIII (28). POST EMPLOYMENT HEALTH CARE SAVINGS VEBA PLAN**

28.1 The Employer will allow employees to participate in the Post Employment Health Care (PEHC) VEBA Plan administered by Further (formerly Select Account). The Employer will make contributions on behalf of eligible employees as follows:

- A. All accumulated comp time (defined in 13.5) as of employee's annual step increase if they are to receive a wage rate increase and December 31<sup>st</sup> of each year will be applied to the PEHC VEBA Plan. Those employees not receiving a wage rate increase on their anniversary date shall have all accumulated comp time as of December 31<sup>st</sup> of each year applied to the PEHC VEBA Plan.
- B. Employee's severance pay per Section 23.2 (Sick Leave) of the Labor Agreement will be put into the PEHC VEBA Plan upon leaving employment with the County.
- C. An employee who has accumulated a total of 960 hours of sick time will receive four (4) hours per month, for each month the 960 hours are maintained, to their Health Care Savings Plan. This amount will be paid to the Plan once a year. This benefit will be pro-rated for part-time employees.

After the accumulation of 960 hours of sick time, four (4) hours will be applied to the catastrophic sick bank authorized in Section 19.3, until a total of 1,200 hours of sick leave have been banked. This benefit will be pro-rated for part-time employees.

- D. The County shall apply the following percentage of the employee's base salary, per pay period into the PEHC VEBA Plan. (The Cafeteria Benefit shall be included in the calculation of the percentage for the PEHC VEBA Plan):

0 to 4 years of service	1%
Beginning 5 <sup>th</sup> year to 10 years of service	2%
Beginning 11 <sup>th</sup> year to 15 years of service	3%
Beginning 16 <sup>th</sup> year to 19 years of services	4%
Beginning 20 <sup>th</sup> year and over of service	5%

- E. Any unused vacation, not in excess of authorizing accrual of up to 192 hours (24 days) as of the employee's anniversary date, at the time of resignation will be deposited into the PEHC VEBA Plan.

**ARTICLE XXIX (29). NATIONAL TEAMSTERS D.R.I.V.E. (Democratic/Republican/Independent Voter Education.)**

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

**ARTICLE XXX (30). JOINT PREPARATION OF AGREEMENT**

Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

**ARTICLE XXXI (31). WAIVER**

31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations, regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. Provided, however, that the addendum attached hereto and marked as Wage Schedule is to continue as part of this Agreement.

31.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law, from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union, each voluntarily and unqualifiedly waives the right to meet and negotiate, regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this Agreement was negotiated or executed.

**ARTICLE XXXII (32). DURATION**

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

**FOR THE COUNTY OF OTTER TAIL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Facilities Operations Director

Date: \_\_\_\_\_

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Roger Meunier, Business Agent

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

JMH:sb/2020-6302/1/25/2022v2

**APPENDIX A**

**FACILITIES MAINTENANCE EMPLOYEES**

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>
Facilities Assistant	Maintenance Worker I	A11
Facilities Specialist	Maintenance Worker II	B21
Facilities Specialist	Facilities Maintenance Lead Worker	B22

2022 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.22	18.08	18.94	19.79	20.64	21.51	22.24	22.94	23.66	24.38	25.09	25.82	A11
	35,818	37,606	39,395	41,163	42,931	44,741	46,259	47,715	49,213	50,710	52,187	53,706	
A12	18.26	19.17	20.09	20.99	21.90	22.82	23.59	24.34	25.10	25.86	26.63	27.39	A12
	37,981	39,874	41,787	43,659	45,552	47,466	49,067	50,627	52,208	53,789	55,390	56,971	
A13	19.54	20.49	21.47	22.44	23.43	24.42	25.28	26.08	26.89	27.71	28.52	29.30	A13
	40,643	42,619	44,658	46,675	48,734	50,794	52,582	54,246	55,931	57,637	59,322	60,944	
B21	20.99	22.03	23.08	24.12	25.17	26.23	27.10	27.96	28.85	29.73	30.61	31.48	B21
	43,659	45,822	48,006	50,170	52,354	54,558	56,368	58,157	60,008	61,838	63,669	65,478	
B22	22.47	23.60	24.73	25.85	27.00	28.10	29.09	30.00	30.94	31.89	32.81	33.72	B22
	46,738	49,088	51,438	53,768	56,160	58,448	60,507	62,400	64,355	66,331	68,245	70,138	
B23	24.01	25.22	26.41	27.61	28.81	30.01	31.01	32.01	33.00	34.00	35.01	36.02	B23
	49,941	52,458	54,933	57,429	59,925	62,421	64,501	66,581	68,640	70,720	72,821	74,922	
B24	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B24
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B25	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B25
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
B31	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B31
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B32	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B32
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
C41	30.60	32.13	33.70	35.21	36.75	38.25	39.55	40.81	42.09	43.36	44.63	45.91	C41
	63,648	66,830	70,096	73,237	76,440	79,560	82,264	84,885	87,547	90,189	92,830	95,493	
C42	32.35	33.97	35.58	37.22	38.82	40.45	41.79	43.16	44.51	45.85	47.19	48.53	C42
	67,288	70,658	74,006	77,418	80,746	84,136	86,923	89,773	92,581	95,368	98,155	100,942	
C43	34.15	35.89	37.57	39.28	40.98	42.69	44.10	45.53	46.99	48.41	49.79	51.23	C43
	71,032	74,651	78,146	81,702	85,238	88,795	91,728	94,702	97,739	100,693	103,563	106,558	
C44	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C44
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C45	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C45
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
C51	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C51
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C52	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C52
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
D61	42.22	44.33	46.45	48.54	50.67	52.80	54.54	56.30	58.07	59.81	61.57	63.35	D61
	87,818	92,206	96,616	100,963	105,394	109,824	113,443	117,104	120,786	124,405	128,066	131,768	
D62	44.28	46.48	48.71	50.92	53.15	55.35	57.20	59.03	60.88	62.72	64.57	66.40	D62
	92,102	96,678	101,317	105,914	110,552	115,128	118,976	122,782	126,630	130,458	134,306	138,112	
D63	46.32	48.66	50.96	53.27	55.60	57.90	59.82	61.78	63.70	65.62	67.56	69.50	D63
	96,346	101,213	105,997	110,802	115,648	120,432	124,426	128,502	132,496	136,490	140,525	144,560	
D64	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D64
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D65	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D65
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
D71	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D71
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D72	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D72
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
E81	54.51	57.25	59.97	62.67	65.41	68.12	70.41	72.69	74.96	77.22	79.51	81.76	E81
	113,381	119,080	124,738	130,354	136,053	141,690	146,453	151,195	155,917	160,618	165,381	170,061	
E82	56.56	59.39	62.21	65.03	67.88	70.68	73.06	75.40	77.75	80.12	82.46	84.84	E82
	117,645	123,531	129,397	135,262	141,190	147,014	151,965	156,832	161,720	166,650	171,517	176,467	
E83	58.61	61.53	64.46	67.39	70.33	73.24	75.69	78.14	80.59	83.03	85.46	87.89	E83
	121,909	127,982	134,077	140,171	146,286	152,339	157,435	162,531	167,627	172,702	177,757	182,811	

\*The 2022 12 Step Salary Schedule reflects a three percent (3%) increase over the 2021 12 Step Salary Schedule.

**2023 12 Step Compensation Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.69	18.58	19.46	20.33	21.21	22.10	22.85	23.57	24.31	25.05	25.78	26.53	A11
	36,795	38,646	40,477	42,286	44,117	45,968	47,528	49,026	50,565	52,104	53,622	55,182	
A12	18.76	19.70	20.64	21.57	22.50	23.45	24.24	25.01	25.79	26.57	27.36	28.14	A12
	39,021	40,976	42,931	44,866	46,800	48,776	50,419	52,021	53,643	55,266	56,909	58,531	
A13	20.08	21.05	22.06	23.06	24.07	25.09	25.98	26.80	27.63	28.47	29.30	30.11	A13
	41,766	43,784	45,885	47,965	50,066	52,187	54,038	55,744	57,470	59,218	60,944	62,629	
B21	21.57	22.64	23.71	24.78	25.86	26.95	27.85	28.73	29.64	30.55	31.45	32.35	B21
	44,866	47,091	49,317	51,542	53,789	56,056	57,928	59,758	61,651	63,544	65,416	67,288	
B22	23.09	24.25	25.41	26.56	27.74	28.87	29.89	30.83	31.79	32.77	33.71	34.65	B22
	48,027	50,440	52,853	55,245	57,699	60,050	62,171	64,126	66,123	68,162	70,117	72,072	
B23	24.67	25.91	27.14	28.37	29.60	30.84	31.86	32.89	33.91	34.94	35.97	37.01	B23
	51,314	53,893	56,451	59,010	61,568	64,147	66,269	68,411	70,533	72,675	74,818	76,981	
B24	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B24
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B25	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B25
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
B31	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B31
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B32	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B32
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
C41	31.44	33.01	34.63	36.18	37.76	39.30	40.64	41.93	43.25	44.55	45.86	47.17	C41
	65,395	68,661	72,030	75,254	78,541	81,744	84,531	87,214	89,960	92,664	95,389	98,114	
C42	33.24	34.90	36.56	38.24	39.89	41.56	42.94	44.35	45.73	47.11	48.49	49.86	C42
	69,139	72,592	76,045	79,539	82,971	86,445	89,315	92,248	95,118	97,989	100,859	103,709	
C43	35.09	36.88	38.60	40.36	42.11	43.86	45.31	46.78	48.28	49.74	51.16	52.64	C43
	72,987	76,710	80,288	83,949	87,589	91,229	94,245	97,302	100,422	103,459	106,413	109,491	
C44	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C44
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C45	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C45
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
C51	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C51
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C52	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C52
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
D61	43.38	45.55	47.73	49.87	52.06	54.25	56.04	57.85	59.67	61.45	63.26	65.09	D61
	90,230	94,744	99,278	103,730	108,285	112,840	116,563	120,328	124,114	127,816	131,581	135,387	
D62	45.50	47.76	50.05	52.32	54.61	56.87	58.77	60.65	62.55	64.44	66.35	68.23	D62
	94,640	99,341	104,104	108,826	113,589	118,290	122,242	126,152	130,104	134,035	138,008	141,918	
D63	47.59	50.01	52.36	54.73	57.13	59.49	61.47	63.48	65.45	67.42	69.42	71.41	D63
	98,987	104,000	108,909	113,838	118,830	123,739	127,858	132,038	136,136	140,234	144,394	148,533	
D64	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D64
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D65	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D65
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
D71	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D71
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D72	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D72
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
E81	56.01	58.82	61.62	64.39	67.21	69.99	72.35	74.69	77.02	79.34	81.70	84.01	E81
	116,501	122,346	128,170	133,931	139,797	145,579	150,488	155,355	160,202	165,027	169,936	174,741	
E82	58.12	61.02	63.92	66.82	69.75	72.62	75.07	77.47	79.89	82.32	84.73	87.17	E82
	120,890	126,922	132,954	138,986	145,080	151,050	156,146	161,138	166,171	171,226	176,238	181,314	
E83	60.22	63.22	66.23	69.24	72.26	75.25	77.77	80.29	82.81	85.31	87.81	90.31	E83
	125,258	131,498	137,758	144,019	150,301	156,520	161,762	167,003	172,245	177,445	182,645	187,845	

\*The 2023 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2022 12 Step Salary Schedule.

**2024 12 Step Compensation Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	18.18	19.09	20.00	20.89	21.79	22.71	23.48	24.22	24.98	25.74	26.49	27.26	A11
	37,814	39,707	41,600	43,451	45,323	47,237	48,838	50,378	51,958	53,539	55,099	56,701	
A12	19.28	20.24	21.21	22.16	23.12	24.09	24.91	25.70	26.50	27.30	28.11	28.91	A12
	40,102	42,099	44,117	46,093	48,090	50,107	51,813	53,456	55,120	56,784	58,469	60,133	
A13	20.63	21.63	22.67	23.69	24.73	25.78	26.69	27.54	28.39	29.25	30.11	30.94	A13
	42,910	44,990	47,154	49,275	51,438	53,622	55,515	57,283	59,051	60,840	62,629	64,355	
B21	22.16	23.26	24.36	25.46	26.57	27.69	28.62	29.52	30.46	31.39	32.31	33.24	B21
	46,093	48,381	50,669	52,957	55,266	57,595	59,530	61,402	63,357	65,291	67,205	69,139	
B22	23.72	24.92	26.11	27.29	28.50	29.66	30.71	31.68	32.66	33.67	34.64	35.60	B22
	49,338	51,834	54,309	56,763	59,280	61,693	63,877	65,894	67,933	70,034	72,051	74,048	
B23	25.35	26.62	27.89	29.15	30.41	31.69	32.74	33.79	34.84	35.90	36.96	38.03	B23
	52,728	55,370	58,011	60,632	63,253	65,915	68,099	70,283	72,467	74,672	76,877	79,102	
B24	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B24
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B25	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B25
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
B31	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B31
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B32	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B32
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
C41	32.30	33.92	35.58	37.17	38.80	40.38	41.76	43.08	44.44	45.78	47.12	48.47	C41
	67,184	70,554	74,006	77,314	80,704	83,990	86,861	89,606	92,435	95,222	98,010	100,818	
C42	34.15	35.86	37.57	39.29	40.99	42.70	44.12	45.57	46.99	48.41	49.82	51.23	C42
	71,032	74,589	78,146	81,723	85,259	88,816	91,770	94,786	97,739	100,693	103,626	106,558	
C43	36.05	37.89	39.66	41.47	43.27	45.07	46.56	48.07	49.61	51.11	52.57	54.09	C43
	74,984	78,811	82,493	86,258	90,002	93,746	96,845	99,986	103,189	106,309	109,346	112,507	
C44	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C44
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C45	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C45
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
C51	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C51
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C52	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C52
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
D61	44.57	46.80	49.04	51.24	53.49	55.74	57.58	59.44	61.31	63.14	65.00	66.88	D61
	92,706	97,344	102,003	106,579	111,259	115,939	119,766	123,635	127,525	131,331	135,200	139,110	
D62	46.75	49.07	51.43	53.76	56.11	58.43	60.39	62.32	64.27	66.21	68.17	70.11	D62
	97,240	102,066	106,974	111,821	116,709	121,534	125,611	129,626	133,682	137,717	141,794	145,829	
D63	48.90	51.38	53.80	56.24	58.70	61.13	63.16	65.23	67.25	69.27	71.33	73.37	D63
	101,712	106,870	111,904	116,979	122,096	127,150	131,373	135,678	139,880	144,082	148,366	152,610	
D64	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D64
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D65	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D65
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
D71	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D71
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D72	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D72
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
E81	57.55	60.44	63.31	66.16	69.06	71.91	74.34	76.74	79.14	81.52	83.95	86.32	E81
	119,704	125,715	131,685	137,613	143,645	149,573	154,627	159,619	164,611	169,562	174,616	179,546	
E82	59.72	62.70	65.68	68.66	71.67	74.62	77.13	79.60	82.09	84.58	87.06	89.57	E82
	124,218	130,416	136,614	142,813	149,074	155,210	160,430	165,568	170,747	175,926	181,085	186,306	
E83	61.88	64.96	68.05	71.14	74.25	77.32	79.91	82.50	85.09	87.66	90.22	92.79	E83
	128,710	135,117	141,544	147,971	154,440	160,826	166,213	171,600	176,987	182,333	187,658	193,003	

\*The 2024 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2023 12 Step Salary Schedule.

# LABOR AGREEMENT

between

**COUNTY OF OTTER TAIL**

Fergus Falls MN

and

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320**



*Representing*

**HUMAN SERVICES PROFESSIONAL UNIT**

**January 1, 2022 through December 31, 2024**



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**LABOR AGREEMENT**  
**between**  
**COUNTY OF OTTER TAIL**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**  
*Human Services Professional Unit*

**ARTICLE I (1). PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Otter Tail, hereinafter called the Employer, and the Minnesota Teamster Public and Law Enforcement Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE II (2). RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under [Minnesota Statutes 179A.03, Subd. 14](#), for all personnel in the following job classifications:

***"All professional employees of the Otter Tail County Department of Human Services who are social workers and public employees, which excludes supervisors, confidential employees, and all other employees in this department."***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III (3). DEFINITIONS**

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: Includes the Otter Tail County Human Services Department.
- 3.5 EMPLOYER: The County of Otter Tail, Minnesota.
- 3.6 DEPARTMENT HEAD: The Director of the Otter Tail County Department of Human Services.

- 3.7 PART TIME REGULAR: Employee who has completed a twelve (12) month probation period and works fewer than forty (40) hours per week on a regular basis.
- 3.8 FULL TIME REGULAR: Employee who has completed a twelve (12) month probation period and works forty (40) hours or more a week for the Employer.
- 3.9 IMMEDIATE FAMILY: Employee's spouse, children, foster children, parent(s), legal guardian(s), siblings, sister/brother/mother/father-in-law, grandchildren, and grandparents, related by blood, adoption, or marriage.
- 3.10 UNION STEWARD: Steward elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.11 SENIORITY: Length of continuous service with the Employer.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 PROBATIONARY PERIOD: A period of time not to exceed twelve (12) calendar months from the date of employment subject to the conditions of [Article IX \(9\)](#), Section 9.2.
- 3.14 CLASS: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience, or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.
- 3.15 DEMOTION: A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.16 PROMOTION: A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.17 TRANSFER: The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different county department or to a position in a different class in the same or different county department that has a comparable work value.
- 3.18 DIVISION DIRECTORS: Managers responsible for directing the activities of multiple departments, programs or functions.
- 3.19 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustments for unpaid leaves of absence.

#### **ARTICLE IV (4). EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

#### **ARTICLE V (5). EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

#### **ARTICLE VI (6). UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount sufficient to provide the payment of dues established by the Union, or a negotiated deduction, as provided in [Minnesota Statutes 179A.06, Subd. 3](#), consistent with the Janus decision. Such money shall be remitted as directed by the Union.
- 6.2 It is agreed that the Employer's obligation to provide for dues deduction and/or negotiated fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 6.3 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate. The Union may designate two (2) stewards and one (1) alternate to represent this unit.
- 6.4 The Employer shall provide a Union bulletin board in the Department of Human Services for the posting of Union notice(s) and announcements(s). The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted on the Employer's premises.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 There shall be no discrimination against any employee because of race, creed, sex, color, political belief, or membership or non-membership in the Union.
- 6.7 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

## ARTICLE VII (7). GRIEVANCE PROCEDURE

- 7.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. A probationary employee is not entitled to utilize the grievance procedure.
- 7.2 UNION REPRESENTATIVES. The Employer will recognize representatives designated by the Union, as the grievance representative of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of their successors, when so designated.
- 7.3 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and, therefore, shall be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

**STEP 1.** A non-probationary employee, claiming a violation concerning the interpretation or application of this Agreement, shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor, as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer, in writing, within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in

Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

#### 7.5 ARBITRATOR'S AUTHORITY.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide on the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue, not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 **WAIVER.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance, or an appeal thereof, within the specified time limit, the Union shall elect to treat the grievance as defined at that Step and may immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

7.7 No employee shall be disciplined for filing a grievance or for his/her testimony at a grievance hearing.

- 7.8 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article VII or a procedure such as Civil Service, Veterans Preference, etc. If appealed to any procedure other than in Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## **ARTICLE VIII (8). SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

## **ARTICLE IX (9). SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Otter Tail County Department of Human Services. Seniority rosters may be maintained by the Department on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority by classification. An employee subject to layoff in his/her job classification may choose demotion instead of layoff if a lower level vacancy exists or if there are employees with less seniority in the same classification or a formerly held job classification for which the employee remains qualified. Employees shall be recalled from layoff on the basis of seniority and classification. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired in the affected classification. For purposes of this section, the job classification is Social Worker.
- 9.4 Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the employee by first class mail with a copy to the Union. The employee must notify the agency director of his/her intention to return within ten (10) working days after receiving notice of recall. An employee eligible for recall who fails to provide the Employer with a current mailing address and is not located by the United States Postal Service for delivery of first class mail shall forfeit all eligibility for recall.
- 9.5 A. Senior employees will be given preference with regard to transfer, job classification assignment, and promotions when all job relevant qualifications of employees are equal.
- B. An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period, the employee or his or her supervisor may request return to a position of comparable duties, number of hours, pay and classification or, if available, the former position.

9.6 All vacancies and newly created positions within the bargaining unit shall be posted. Employees shall have five (5) working days after posting to complete application for such vacancies or newly created positions. When all other qualifications are equal, the senior employee shall be chosen for the vacancy or newly created position. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of posting.

9.7 Senior employees will be given preference on vacation requests.

**ARTICLE X (10). DISCIPLINE**

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. Oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices. Documentation of oral reprimands is not arbitrable.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

10.7 Grievance relating to this Article may be initiated by the Union in Step 3 of the grievance procedure under Article VII.

10.8 If a Department Head or Supervisor has a reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

**ARTICLE XI (11). CONSTITUTIONAL PROTECTION**

Employees shall have the rights guaranteed to all citizens by the United States and Minnesota Constitutions.



## ARTICLE XII (12). WORK SCHEDULE

- 12.1 The normal work week is forty (40) hours to be accounted for by each employee through:
- A. Hours worked on assigned schedules;
  - B. Holidays; and
  - C. Authorized leave time.
- 12.2 The normal work day for full-time regular employees will consist of eight (8) hours plus one-half (1/2) hour or one (1) hour for lunch, to be scheduled with the written approval of the employee's supervisor or the Employer, or work an alternative work schedule when approved by the management team.
- 12.3 Employees may take a fifteen (15) minute break during each four (4) consecutive hours worked.
- 12.4 Holidays and authorized leave time are calculated on the basis of the actual length of time of the assigned shift.
- 12.5 Nothing contained in this or any other article shall be interpreted as a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 12.6 The Employer shall pay for training required by the Employer or authorized by the Employer during duty periods. Duty and assigned training shall be at regular base rates with no premium. Training necessary to maintain professional licensure and not mandated by the Employer shall be at the employee's own expense.
- 12.7 Weather Closing Policy:
- A. The Chair of the County Board of Commissioners, or the Chair's designee, is authorized to order closure of the County offices in Fergus Falls when it is not reasonably possible for employees to travel within the City of Fergus Falls. The Commissioners representing Districts 1 and 4 are authorized to determine if weather conditions require closure of the New York Mills County offices.
  - B. All County employees are encouraged to avoid unnecessary risk to their personal safety when traveling to or from their place of work. Those employees not defined as "essential employees" under the Minnesota Public Employment Labor Relations Act, and not performing highway maintenance duties, may choose not to report to work, or to leave work early, as weather conditions require in the interest of their personal safety. Department Heads or Supervisors must approve this absence from work, prior to or after the fact.
  - C. Those employees who are unable to safely report to work, as provided above, whether or not the County offices are closed, may select one or more of the following ways to account for their normal work hours missed, subject to the approval of their Department Head:
    - 1. By utilizing a corresponding number of hours of accrued vacation leave; or,
    - 2. By utilizing a corresponding number of hours of accrued sick leave; or,

3. By utilizing a corresponding number of hours of accrued compensatory time (accrued overtime); or,
  4. By making up the hours within the work week during which the time was missed, on an hour for hour basis, performing productive work, subject to the approval of the employee's supervisor; or,
  5. By taking a corresponding number of hours without compensation.
- D. Employees with questions regarding this policy should contact their immediate supervisor.

### **ARTICLE XIII (13). OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours per week if the additional hours have been authorized by the Employer. For the purpose of calculating hours worked in a week, the Employer shall include holidays, vacation, and sick leave.
- 13.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.4 For the purposes of computing overtime, holidays, vacation and sick leave shall count as hours worked as do work related (not commuting) travel hours.
- 13.5 An employee may elect to receive compensatory time off in lieu of overtime. No employee shall accumulate more than eighty (80) hours of compensatory time.
- 13.6 All accrued compensatory time shall be paid to the Health Care Savings Plan (MSRS) and the bank reduced to zero in December of each year. The compensatory time bank shall also be paid out immediately prior to any wage rate increase that an employee may receive. These pay outs are made per [Article XXVII \(27\), Section A](#).
- 13.7 Employees who are assigned by the Employer to be "on-call" at times outside of their scheduled working shift shall be compensated at the rate of four dollars and ten cents (\$4.10) per hour for the hours that the employee is "on-call." In future years, this amount will be adjusted consistent with COLA increases [2023 \$4.21; 2024 \$4.33]. An employee who is called to duty during this "on-call" time shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the normal base pay rate. An employee who is called to duty during this "on-call" time shall not receive the four dollars and ten cents (\$4.10) per hour "on-call" compensation during the time the employee is being compensated for being on duty. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hours minimum or premium rate. This provision will also apply to an employee who is called to duty outside of the regularly scheduled shift even though the employee is not "on-call."

Employees who are "on-call" on a holiday as defined in Section 16.1 shall be compensated at the rate of five dollars and seventy-four cents (\$5.74) per hour for all hours the employee is "on-

call." In future years, this amount will be adjusted consistent with COLA increases [2023 \$5.90; 2024 \$6.06]. An employee who is called to duty during this "on-call" time on a holiday listed in Section 16.1 shall receive pay at the normal pay rate plus one and one-half (1 1/2) times that normal rate, with a minimum of two (2) hours pay. An employee called to duty during this "on-call" time shall not receive the five dollars and seventy-four cents (\$5.74) per hour "on-call" compensation during the time the employee is being compensated for being on duty. This provision will also apply to an employee who is called to duty outside of the regularly scheduled shift even though the employee is not "on-call."

13.8 Any change in the handling of the existing "on-call" structure the Department Head shall meet and confer with the Union.

#### **ARTICLE XIV (14). WORKING OUT OF CLASSIFICATION**

Any employee assigned by the Employer to work at a higher job classification and to perform all tasks and duties of that higher job classification for more than ten (10) consecutive work days shall be paid at the higher rate of pay for the duration of the assignment. Upon completion of the assignment, the employee shall revert to his/her original or assigned pay rate.

#### **ARTICLE XV (15). INSURANCE**

15.1 CAFETERIA BENEFITS PLAN. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees.

The Employer shall contribute designated amounts as referenced below per month to each regular full-time employee dependent upon classification for health insurance and/or other benefits through the Cafeteria Benefits Plan. This takes effect thirty (30) days after the beginning of employment, or in the case of an employee beginning County service other than the first day of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Cafeteria Benefits Enrollment form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive pro-rata portion of the benefit per month. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Cafeteria Benefits Plan.

Regular employees will only qualify for Legacy Employer Contributions toward a single plan if all of the following are met: (1) employee was employed on or before December 31, 2018, (2) employee has continuously maintained single plan coverage through the Cafeteria Benefits Plan effective January 1, 2019 to present, and (3) employee has not chosen a single plus children, single plus spouse, or family plan after January 1, 2019.

Effective January 1, 2022, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and seventy-five dollars (\$1,375.00) per month.

Effective January 1, 2023, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and ninety dollars (\$1,390.00) per month.

Effective January 1, 2024, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, four hundred and five dollars (\$1,405.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and ten dollars (\$810.00) per month.

Effective January 1, 2023, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and thirty dollars (\$830.00) per month.

Effective January 1, 2024, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and fifty dollars (\$850.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and twenty-five dollars (\$1,425.00) per month.

Effective January 1, 2023, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and fifty dollars (\$1,450.00) per month.

Effective January 1, 2024, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, five hundred dollars (\$1,500.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred and fifty dollars (\$1,650.00) per month.

Effective January 1, 2023, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred dollars (\$1,700.00) per month.

Effective January 1, 2024, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred and seventy-five dollars (\$1,775.00) per month.

- 15.2 The Medical Reimbursement Account Maximum (Flexible Benefits Plan) shall be the maximum amount allowed by federal and state laws and regulations.
- 15.3 Part-time employees who do not qualify for health insurance benefits under the plan in effect at the time of their employment will not receive any of the benefits set forth in this Article.
- 15.4 One (1) member from the bargaining unit will be elected to sit on the Insurance Committee which will be a sub-committee of the Labor Management Committee (LMC).

15.5 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

**ARTICLE XVI (16). HOLIDAYS**

16.1 All regular employees shall be entitled to paid holidays as defined below:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	1/2 Day December 24
Independence Day	Christmas Day

16.2 In order to qualify for the holiday pay under this Article, an otherwise qualified employee must not be on an unpaid status. Holiday pay consists of eight (8) hours per holiday.

16.3 When any of the above named holidays falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

16.4 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24th.

16.5 When a paid holiday falls during an employee's vacation period, he/she shall receive an additional day of paid vacation.

16.6 Employees who are required to work a holiday shall be paid at one and one-half (1 1/2) times their normal base pay rate for all hours worked.

16.7 Part-time regular employees working less than forty (40) hours per week shall be entitled to paid holiday benefits on a pro rata basis.

**ARTICLE XVII (17). VACATION SCHEDULE**

17.1 All regular County employees shall be entitled to earn vacation at the rate designated in the following schedule:

1st year employment	6.67 hours/month
2nd year employment	7.33 hours/month
3rd year employment	8.00 hours/month
4th year employment	8.67 hours/month
5th year employment	9.33 hours/month
6th year employment	10.00 hours/month
7th year employment	10.33 hours/month

8th year employment	10.67 hours/month
9th year employment	11.00 hours/month
10th year employment	11.33 hours/month
11th year employment	11.67 hours/month
12th year employment	12.00 hours/month
13th year employment	12.33 hours/month
14th year employment	12.67 hours/month
15th year employment	13.00 hours/month
16th year employment	13.33 hours/month
17th year employment	13.67 hours/month
18th year employment	14.00 hours/month
19th year employment	14.33 hours/month
20th year employment	14.67 hours/month
21st year employment	15.00 hours/month
22nd year employment	15.33 hours/month
23rd year employment	15.67 hours/month
24th year employment	16.00 hours/month
25th year employment	16.33 hours/month
26th year employment	16.67 hours/month
27th year employment	17.33 hours/month
*Maximum	

- 17.2 Vacation shall accrue semi-monthly at the rates indicated above commencing with the first month of employment. Employees may only claim and be entitled to a vacation upon completion of six (6) months of continuous employment in good standing. Provided, however, any employee working less than forty (40) hours per week shall earn vacation on a pro rata basis (e.g. a part-time employee who works thirty (30) hours per week would qualify for 75 percent of the vacation allowed in the above schedule). An employee is not entitled to vacation time or vacation pay if employment terminates during the probationary period.
- 17.3 Vacation schedules shall respect the employee's wishes to the extent reasonable within the limitations of the department. The department head may require that vacation requests be made by a specific reasonable date each year or a reasonable time before vacation is to be taken.
- 17.4 Accumulated vacation leave in excess of twenty-four (24) days or 192 hours shall be lost at the employee's anniversary date unless carryover of additional days is specifically approved by the department head and Division Directors for good cause. Employees are encouraged to use their vacation each year. Employees in good standing shall be paid for any unused vacation upon separation from County service.

**ARTICLE XVIII (18). SICK LEAVE**

- 18.1 Employees are responsible for reasonable, prudent, and bona fide use of sick leave privileges. Claiming sick leave when fit, except as provided in this section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion, or termination.
- 18.2 Sick leave is earned at the rate of eight (8) hours per month, and accumulates to a total of nine hundred and sixty (960) hours. It is accumulated on a pro-rated basis for regular part-time employees working less than forty (40) hours per week.

- 18.3 An employee who has accumulated 960 hours of sick leave may bank an additional 240 hours to be used only in the event that sick leave accumulated under this section has been exhausted. Sick leave in this bank cannot be used to replenish the maximum accumulation of 960 hours as stated in Section 18.2. Sick leave in this bank may not be used for payment of insurance premiums or severance under Article 15 or severance under Section 22.2 and may not be placed in HCSP (MSRS).
- 18.4 The employee must notify his/her supervisor of his/her inability to be at work due to illness as soon as possible, preferably before the start of working hours. Failure to provide notification may result in a loss of sick pay for the time taken.
- 18.5 Employees claiming sick leave may be required to file written documentation. If employees have been incapacitated, they may be required to provide documentation of being capable of performing all job duties. If in excess of three (3) consecutive days, written statement from a physician/public health service specifying the amount of time needed is required.

Other permitted uses of sick leave:

<u>SITUATION</u>	<u>NUMBER OF HOURS</u>
Medical necessity in Immediate Family	24** (per event)
Pregnancy/Birth/Adoption	24*** (per event)
Funeral for co-workers within the department	4 (per event)

\*\*Additional time with department head approval and physician's certification.

\*\*\*Additional days as required by physician.

- 18.6 The use of sick leave for dental or medical appointments for the employee or employee's spouse, child, or parent is not required unless the appointments total more than three (3) hours in any given month. This provision only applies to full-time employees. Part-time employees hired prior to 1/1/02 shall receive this benefit on a pro-rated basis.
- 18.7 An employee on vacation who becomes ill or injured may with proper notification change his/her leave status to sick leave.

**ARTICLE XIX (19). WAGES**

- 19.1 All employees shall be paid in accordance with the enclosed wage schedule which is attached hereto.
- 19.2 All anniversary dates of employees shall be adjusted to meet the definition in Section 3.19. All annual performance reviews and step increases will be based on this anniversary date.
- 19.3 The term MSW or masters in field means a masters degree from a recognized college or university in a field of study and endeavor directly applicable to the employee's job duties.

**ARTICLE XX (20). MEAL ALLOWANCE**

- 20.1 When employees are required to be out of Otter Tail County on training, education, official business or on approved work-related meetings, they shall receive reimbursement for meals under the following conditions:

- A. Breakfast: When an employee is required to leave home before 6:00 a.m., or was away overnight, at a rate of ten dollars (\$10.00).
  - B. Lunch: When an employee is out of the County between 11:00 a.m. and 2:00 p.m., at a rate of fifteen dollars (\$15.00).
  - C. Supper: When an employee is out of the County between 5:00 p.m. and 8:00 p.m., at a rate of eighteen dollars (\$18.00).
- 20.2 Employees may aggregate the meal reimbursement amounts during a one-day period, not to exceed the daily maximum of forty-three dollars (\$43.00). Employees must provide a receipt showing the actual costs incurred. Reimbursement will not be available for the cost of alcoholic beverages.
- 20.3 The meal reimbursement will also apply at approved work related business meetings within the County with an organization other than the County.

**ARTICLE XXI (21). INJURY ON DUTY**

- 21.1 At the Employer's discretion, an employee (a) acting within the limits of the authority established by the Employer, (b) who receives a disabling injury during the performance of assigned official duties performing acts required by law, and (c) wherein the Employer had determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed ninety (90) calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave.
- 21.2 All benefits received under this plan shall be coordinated with benefits received through worker's compensation and the County long-term disability program. An employee may elect to supplement worker's compensation benefits and/or long-term disability payments with deductions from accrued sick leave or vacation provided that the total received does not exceed the employee's normal base pay.
- 21.3 After the ninety (90) day period referenced in 21.1, employees receiving Workers' Compensation insurance benefits may utilize earned vacation, sick leave, and compensatory time to make up the difference between their normal earnings and the Workers' Compensation payment, subject to the following terms:
- A. The use of such earned leave time to make up the difference in hours between the two-thirds Workers' Compensation payment and a normal work day is limited to pre-injury accumulated leave time.
  - B. The leave time accrued while receiving two-thirds Workers' Compensation and one-third (1/3) accumulated leave time cannot be used until there is a return to work.
  - C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.



- D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
- E. Seniority will cease to accrue at the date on which an employee has exhausted pre injury accumulated leave and while on any unpaid leave of absence.

## **ARTICLE XXII (22). RESIGNATION**

- 22.1 Any employee desiring to resign shall submit such resignation in writing to the Department Head under which he or she works. This shall be at least two (2) weeks in advance of the proposed resignation. Existing vacation credits shall be payable on termination or retirement to employees in good standing. Failure to comply with this provision may be cause for non-payment of unused vacation leave.
- 22.2 Employees, in good standing, who leave employment after a minimum of ten (10) years, will receive seventy-five percent (75%) of the balance of their accumulated sick leave as severance pay not to exceed 720 hours. (As referenced in [Article XXVII \(27\)](#).)
- 22.3 Upon resignation in good standing, employees who have worked less than ten (10) years, and have completed their probationary period may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under [Article XV \(15\)](#). This is subject to approval by the insurance carrier and limited to the required periods of continued health coverage provided by federal and state laws and regulations. Accumulations in the employee's sick leave bank (Section 18.3) are specifically excluded from this provision.

## **ARTICLE XXIII (23). LEAVES OF ABSENCE**

- 23.1 Any request for the leave of absence other than for vacation and sick leave shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor. Any request for a leave of absence without pay of less than thirty (30) working days shall be submitted to the Employer at least ten (10) working days in advance of the time the leave is requested to begin and answered in writing by the immediate supervisor not later than three (3) working days after the leave is requested. A request for a leave of absence without pay of more than thirty (30) working days shall be submitted at least fifteen (15) working days in advance of the beginning of the leave and answered in writing by the immediate supervisor not later than five (5) working days after the leave is requested.
- 23.2 A. The Employer shall grant paid leaves of absence for appearance before a court in response to a subpoena in connection with an employee's official duties, official requests from a legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in connection with an employee's official duties, and pre-induction examination conducted within the state by any branch of the armed forces authorized by law. Any employee who is entitled to vote at any statewide general election or at any election to fill a vacancy in the office or representatives to Congress shall be entitled to absent himself/herself from work for the purpose of voting during the forenoon of such election day without penalty or deduction from his/her salary or wages on account of such absence.

- B. Employees on jury duty will be allowed normal pay and are not eligible for the daily jury fee. Any amount received as jurors' pay shall be turned over to the Employer. Employees normally reporting to work in Fergus Falls will not be eligible for mileage for jury duty in Fergus Falls. Employees normally reporting to work in New York Mills will not be eligible for mileage for jury duty in New York Mills. Employees will otherwise be eligible for compensation for mileage to report for jury duty which exceeds mileage to their normal work station.

23.3 The Employer may grant leaves of absence without pay for any reasonable purpose.

23.4 Maternity/Paternity Leave: An employee at his/her option may voluntarily elect to apply for a personal leave of absence for maternity/paternity purposes which shall be granted for a period not to exceed six (6) months. This leave would run concurrent with the federal Family Medical Leave and would be unpaid unless the use of sick leave or vacation is authorized under this contract.

23.5 Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State in any calendar or fiscal year, shall be granted a leave of absence with pay for up to fifteen (15) working days during the period of such activity. Any employee who enters into active service in the armed forces of the United States in time of war or declared national emergency while in the service of the Employer shall be granted a leave of absence without pay for the period of military service, not to exceed four (4) years. Employees shall accumulate seniority during periods of military service. For determining vacation accumulation rate, a military leave without pay shall be counted the same as normal straight time hours that would have been worked. Vacation and sick leave are not accumulated during a military leave without pay.

23.6 Time spent on an unpaid leave of absence shall not count toward an employee's seniority, except as allowed in 23.5.

23.7 If the reasons and circumstances upon which an employee's leave of absence was granted change while he/she is on leave, he/she must immediately report to the Employer to be reinstated or to request continuation of leave, based on the changed conditions. If the employee fails to so report or falsifies his/her report, he/she may be subject to disciplinary action in accordance with [Article X \(10\)](#).

23.8 Employees are allowed a maximum of twenty-four hours paid leave for a death in their immediate family. Additional time off requires the use of vacation, sick leave, comp time, or other unpaid leaves and requires Department Head/Supervisor approval. For purposes of this section, the definition of "immediate family" includes pregnancy loss (i.e. miscarriage, stillbirth, etc.) within the definition of "children."

23.9 The Employer has adopted and implemented a Family Medical Leave Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

## **ARTICLE XXIV (24). SAFETY**

- 24.1 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the County's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.
- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within twenty-four (24) hours of occurrence. Major incidents, such as a death, amputation, loss of consciousness, three (3) or more casualties are to be reported immediately. Department Heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by employees of their department. Current forms and procedures are available at the Personnel Office.

## **ARTICLE XXV (25). EMPLOYEE ASSISTANCE PROGRAM**

The County will provide employees the same Employee Assistance Program that it offers to other County employees.

## **ARTICLE XXVI (26). TUITION ASSISTANCE**

The County will provide the same Tuition Assistance Program that it provides for other County employees.

## **ARTICLE XXVII (27). HEALTH CARE SAVINGS PLAN**

The Employer will allow employees to participate in the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The Employer will make contributions on behalf of eligible employees as follows:

- A. All accumulated comp time (defined in 13.5 and 13.6) will be applied to HCSP (MSRS) when employees receive a wage rate increase, i.e., annual step increase and December 31<sup>st</sup> of each year. Those employees not receiving a wage rate increase on their anniversary date shall have all accumulated comp time as of December 31<sup>st</sup> of each year applied to the HCSP (MSRS).
- B. Employee's severance pay per Section 22.2 (Sick Leave) of the Labor Agreement will be put into HCSP (MSRS) upon leaving employment with the County.
- C. An employee who has accumulated a total of 960 hours of sick time will receive four (4) hours per month, for each month the 960 hours are maintained, to their Health Care Savings Plan. This amount will be paid to the Plan once a year. This benefit will be pro-rated for part-time employees. After the accumulation of 960 hours of sick time, four (4) hours will be applied to the catastrophic sick bank authorized in Section 18.3, until a total of 1,200 hours of sick leave have been banked. This benefit will be pro-rated for part-time employees.

D. The County shall apply the following percentage of the employee's base salary per pay period into the HCSP (MSRS). (The cafeteria benefit shall not be included in the calculation of the percentage for the HCSP):

0 to 4 years of service	1%
Beginning 5 <sup>th</sup> year to 10 years of service	2%
Beginning 11 <sup>th</sup> year to 15 years of service	3%
Beginning 16 <sup>th</sup> year to 19 years of service	3.5%
Beginning 20 <sup>th</sup> year and over of service	4%

**ARTICLE XXVIII (28). NATIONAL TEAMSTERS D.R.I.V.E.**

(Democratic/Republic/Independent Voter Education)

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

**ARTICLE XXIX (29). JOINT PREPARATION OF AGREEMENT**

Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

**ARTICLE XXX (30). WAIVER**

30.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations, regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. Provided, however, that the addendum attached hereto and marked as Wage Schedule is to continue as part of this Agreement.

30.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law, from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union, each voluntarily and unqualifiedly waives the right to meet and negotiate, regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this Agreement was negotiated or executed.

**ARTICLE XXX1 (31). DURATION**

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

**FOR THE COUNTY OF OTTER TAIL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Human Services Director

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Human Resources Director

Date: \_\_\_\_\_

JMH:sb/2020-6302/1/25/2022

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Roger Meunier, Business Agent

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

**APPENDIX A**

**HUMAN SERVICES PROFESSIONAL UNIT**

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>
Community Services Professional	Social Worker	C41, C42
Community Services Professional	Lead Social Worker	C43

2022 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.22	18.08	18.94	19.79	20.64	21.51	22.24	22.94	23.66	24.38	25.09	25.82	A11
	35,818	37,606	39,395	41,163	42,931	44,741	46,259	47,715	49,213	50,710	52,187	53,706	
A12	18.26	19.17	20.09	20.99	21.90	22.82	23.59	24.34	25.10	25.86	26.63	27.39	A12
	37,981	39,874	41,787	43,659	45,552	47,466	49,067	50,627	52,208	53,789	55,390	56,971	
A13	19.54	20.49	21.47	22.44	23.43	24.42	25.28	26.08	26.89	27.71	28.52	29.30	A13
	40,643	42,619	44,658	46,675	48,734	50,794	52,582	54,246	55,931	57,637	59,322	60,944	
B21	20.99	22.03	23.08	24.12	25.17	26.23	27.10	27.96	28.85	29.73	30.61	31.48	B21
	43,659	45,822	48,006	50,170	52,354	54,558	56,368	58,157	60,008	61,838	63,669	65,478	
B22	22.47	23.60	24.73	25.85	27.00	28.10	29.09	30.00	30.94	31.89	32.81	33.72	B22
	46,738	49,088	51,438	53,768	56,160	58,448	60,507	62,400	64,355	66,331	68,245	70,138	
B23	24.01	25.22	26.41	27.61	28.81	30.01	31.01	32.01	33.00	34.00	35.01	36.02	B23
	49,941	52,458	54,933	57,429	59,925	62,421	64,501	66,581	68,640	70,720	72,821	74,922	
B24	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B24
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B25	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B25
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
B31	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B31
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B32	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B32
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
C41	30.60	32.13	33.70	35.21	36.75	38.25	39.55	40.81	42.09	43.36	44.63	45.91	C41
	63,648	66,830	70,096	73,237	76,440	79,560	82,264	84,885	87,547	90,189	92,830	95,493	
C42	32.35	33.97	35.58	37.22	38.82	40.45	41.79	43.16	44.51	45.85	47.19	48.53	C42
	67,288	70,658	74,006	77,418	80,746	84,136	86,923	89,773	92,581	95,368	98,155	100,942	
C43	34.15	35.89	37.57	39.28	40.98	42.69	44.10	45.53	46.99	48.41	49.79	51.23	C43
	71,032	74,651	78,146	81,702	85,238	88,795	91,728	94,702	97,739	100,693	103,563	106,558	
C44	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C44
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C45	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C45
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
C51	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C51
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C52	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C52
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
D61	42.22	44.33	46.45	48.54	50.67	52.80	54.54	56.30	58.07	59.81	61.57	63.35	D61
	87,818	92,206	96,616	100,963	105,394	109,824	113,443	117,104	120,786	124,405	128,066	131,768	
D62	44.28	46.48	48.71	50.92	53.15	55.35	57.20	59.03	60.88	62.72	64.57	66.40	D62
	92,102	96,678	101,317	105,914	110,552	115,128	118,976	122,782	126,630	130,458	134,306	138,112	
D63	46.32	48.66	50.96	53.27	55.60	57.90	59.82	61.78	63.70	65.62	67.56	69.50	D63
	96,346	101,213	105,997	110,802	115,648	120,432	124,426	128,502	132,496	136,490	140,525	144,560	
D64	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D64
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D65	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D65
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
D71	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D71
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D72	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D72
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
E81	54.51	57.25	59.97	62.67	65.41	68.12	70.41	72.69	74.96	77.22	79.51	81.76	E81
	113,381	119,080	124,738	130,354	136,053	141,690	146,453	151,195	155,917	160,618	165,381	170,061	
E82	56.56	59.39	62.21	65.03	67.88	70.68	73.06	75.40	77.75	80.12	82.46	84.84	E82
	117,645	123,531	129,397	135,262	141,190	147,014	151,965	156,832	161,720	166,650	171,517	176,467	
E83	58.61	61.53	64.46	67.39	70.33	73.24	75.69	78.14	80.59	83.03	85.46	87.89	E83
	121,909	127,982	134,077	140,171	146,286	152,339	157,435	162,531	167,627	172,702	177,757	182,811	

\*The 2022 12 Step Salary Schedule reflects a three percent (3%) increase over the 2021 12 Step Salary Schedule.

**2023 12 Step Compensation Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.69	18.58	19.46	20.33	21.21	22.10	22.85	23.57	24.31	25.05	25.78	26.53	A11
	36,795	38,646	40,477	42,286	44,117	45,968	47,528	49,026	50,565	52,104	53,622	55,182	
A12	18.76	19.70	20.64	21.57	22.50	23.45	24.24	25.01	25.79	26.57	27.36	28.14	A12
	39,021	40,976	42,931	44,866	46,800	48,776	50,419	52,021	53,643	55,266	56,909	58,531	
A13	20.08	21.05	22.06	23.06	24.07	25.09	25.98	26.80	27.63	28.47	29.30	30.11	A13
	41,766	43,784	45,885	47,965	50,066	52,187	54,038	55,744	57,470	59,218	60,944	62,629	
B21	21.57	22.64	23.71	24.78	25.86	26.95	27.85	28.73	29.64	30.55	31.45	32.35	B21
	44,866	47,091	49,317	51,542	53,789	56,056	57,928	59,758	61,651	63,544	65,416	67,288	
B22	23.09	24.25	25.41	26.56	27.74	28.87	29.89	30.83	31.79	32.77	33.71	34.65	B22
	48,027	50,440	52,853	55,245	57,699	60,050	62,171	64,126	66,123	68,162	70,117	72,072	
B23	24.67	25.91	27.14	28.37	29.60	30.84	31.86	32.89	33.91	34.94	35.97	37.01	B23
	51,314	53,893	56,451	59,010	61,568	64,147	66,269	68,411	70,533	72,675	74,818	76,981	
B24	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B24
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B25	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B25
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
B31	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B31
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B32	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B32
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
C41	31.44	33.01	34.63	36.18	37.76	39.30	40.64	41.93	43.25	44.55	45.86	47.17	C41
	65,395	68,661	72,030	75,254	78,541	81,744	84,531	87,214	89,960	92,664	95,389	98,114	
C42	33.24	34.90	36.56	38.24	39.89	41.56	42.94	44.35	45.73	47.11	48.49	49.86	C42
	69,139	72,592	76,045	79,539	82,971	86,445	89,315	92,248	95,118	97,989	100,859	103,709	
C43	35.09	36.88	38.60	40.36	42.11	43.86	45.31	46.78	48.28	49.74	51.16	52.64	C43
	72,987	76,710	80,288	83,949	87,589	91,229	94,245	97,302	100,422	103,459	106,413	109,491	
C44	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C44
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C45	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C45
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
C51	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C51
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C52	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C52
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
D61	43.38	45.55	47.73	49.87	52.06	54.25	56.04	57.85	59.67	61.45	63.26	65.09	D61
	90,230	94,744	99,278	103,730	108,285	112,840	116,563	120,328	124,114	127,816	131,581	135,387	
D62	45.50	47.76	50.05	52.32	54.61	56.87	58.77	60.65	62.55	64.44	66.35	68.23	D62
	94,640	99,341	104,104	108,826	113,589	118,290	122,242	126,152	130,104	134,035	138,008	141,918	
D63	47.59	50.00	52.36	54.73	57.13	59.49	61.47	63.48	65.45	67.42	69.42	71.41	D63
	98,987	104,000	108,909	113,838	118,830	123,739	127,858	132,038	136,136	140,234	144,394	148,533	
D64	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D64
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D65	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D65
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
D71	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D71
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D72	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D72
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
E81	56.01	58.82	61.62	64.39	67.21	69.99	72.35	74.69	77.02	79.34	81.70	84.01	E81
	116,501	122,346	128,170	133,931	139,797	145,579	150,488	155,355	160,202	165,027	169,936	174,741	
E82	58.12	61.02	63.92	66.82	69.75	72.62	75.07	77.47	79.89	82.32	84.73	87.17	E82
	120,890	126,922	132,954	138,986	145,080	151,050	156,146	161,138	166,171	171,226	176,238	181,314	
E83	60.22	63.22	66.23	69.24	72.26	75.25	77.77	80.29	82.81	85.31	87.81	90.31	E83
	125,258	131,498	137,758	144,019	150,301	156,520	161,762	167,003	172,245	177,445	182,645	187,845	

\*The 2023 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2022 12 Step Salary Schedule.



2024 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	18.18	19.09	20.00	20.89	21.79	22.71	23.48	24.22	24.98	25.74	26.49	27.26	A11
	37,814	39,707	41,600	43,451	45,323	47,237	48,838	50,378	51,958	53,539	55,099	56,701	
A12	19.28	20.24	21.21	22.16	23.12	24.09	24.91	25.70	26.50	27.30	28.11	28.91	A12
	40,102	42,099	44,117	46,093	48,090	50,107	51,813	53,456	55,120	56,784	58,469	60,133	
A13	20.63	21.63	22.67	23.69	24.73	25.78	26.69	27.54	28.39	29.25	30.11	30.94	A13
	42,910	44,990	47,154	49,275	51,438	53,622	55,515	57,283	59,051	60,840	62,629	64,355	
B21	22.16	23.26	24.36	25.46	26.57	27.69	28.62	29.52	30.46	31.39	32.31	33.24	B21
	46,093	48,381	50,669	52,957	55,266	57,595	59,530	61,402	63,357	65,291	67,205	69,139	
B22	23.72	24.92	26.11	27.29	28.50	29.66	30.71	31.68	32.66	33.67	34.64	35.60	B22
	49,338	51,834	54,309	56,763	59,280	61,693	63,877	65,894	67,933	70,034	72,051	74,048	
B23	25.35	26.62	27.89	29.15	30.41	31.69	32.74	33.79	34.84	35.90	36.96	38.03	B23
	52,728	55,370	58,011	60,632	63,253	65,915	68,099	70,283	72,467	74,672	76,877	79,102	
B24	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B24
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B25	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B25
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
B31	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B31
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B32	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B32
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
C41	32.30	33.92	35.58	37.17	38.80	40.38	41.76	43.08	44.44	45.78	47.12	48.47	C41
	67,184	70,554	74,006	77,314	80,704	83,990	86,861	89,606	92,435	95,222	98,010	100,818	
C42	34.15	35.86	37.57	39.29	40.99	42.70	44.12	45.57	46.99	48.41	49.82	51.23	C42
	71,032	74,589	78,146	81,723	85,259	88,816	91,770	94,786	97,739	100,693	103,626	106,558	
C43	36.05	37.89	39.66	41.47	43.27	45.07	46.56	48.07	49.61	51.11	52.57	54.09	C43
	74,984	78,811	82,493	86,258	90,002	93,746	96,845	99,986	103,189	106,309	109,346	112,507	
C44	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C44
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C45	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C45
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
C51	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C51
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C52	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C52
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
D61	44.57	46.80	49.04	51.24	53.49	55.74	57.58	59.44	61.31	63.14	65.00	66.88	D61
	92,706	97,344	102,003	106,579	111,259	115,939	119,766	123,635	127,525	131,331	135,200	139,110	
D62	46.75	49.07	51.43	53.76	56.11	58.43	60.39	62.32	64.27	66.21	68.17	70.11	D62
	97,240	102,066	106,974	111,821	116,709	121,534	125,611	129,626	133,682	137,717	141,794	145,829	
D63	48.90	51.38	53.80	56.24	58.70	61.13	63.16	65.23	67.25	69.27	71.33	73.37	D63
	101,712	106,870	111,904	116,979	122,096	127,150	131,373	135,678	139,880	144,082	148,366	152,610	
D64	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D64
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D65	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D65
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
D71	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D71
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D72	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D72
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
E81	57.55	60.44	63.31	66.16	69.06	71.91	74.34	76.74	79.14	81.52	83.95	86.32	E81
	119,704	125,715	131,685	137,613	143,645	149,573	154,627	159,619	164,611	169,562	174,616	179,546	
E82	59.72	62.70	65.68	68.66	71.67	74.62	77.13	79.60	82.09	84.58	87.06	89.57	E82
	124,218	130,416	136,614	142,813	149,074	155,210	160,430	165,568	170,747	175,926	181,085	186,306	
E83	61.88	64.96	68.05	71.14	74.25	77.32	79.91	82.50	85.09	87.66	90.22	92.79	E83
	128,710	135,117	141,544	147,971	154,440	160,826	166,213	171,600	176,987	182,333	187,658	193,003	

\*The 2024 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2023 12 Step Salary Schedule.

# LABOR AGREEMENT

between

**COUNTY OF OTTER TAIL**

Fergus Falls MN

and

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320**



*Representing*

**Public Health Professional Unit of Nurses**

**January 1, 2022 through December 31, 2024**

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**LABOR AGREEMENT**  
between  
**COUNTY OF OTTER TAIL**  
and  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**  
*Public Health Professional Unit of Nurses*

**ARTICLE I (1). PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Otter Tail, hereinafter called the Employer, and the Minnesota Teamster Public and Law Enforcement Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE II (2). RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under [Minnesota Statutes 179A.03, Subd. 14](#), for all personnel in the following job classifications:

***"All professional employees of the Otter Tail County Department of Public Health who are involved in nursing, all of said employees being public employees, which excludes supervisors, confidential employees, and all other employees in this department."***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III (3). DEFINITIONS**

- 3.1 **UNION:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.4 **DEPARTMENT:** Includes the Otter Tail County Department of Public Health.
- 3.5 **EMPLOYER:** The County of Otter Tail, Minnesota.

- 3.6 DEPARTMENT HEAD: The Director of the Otter Tail County Department of Public Health.
- 3.7 PART TIME REGULAR: Employee who has completed a twelve (12) month probation period and works fewer than forty (40) hours per week on a regular basis.
- 3.8 FULL TIME REGULAR: Employee who has completed a twelve (12) month probation period, and works forty (40) hours or more a week for the Employer.
- 3.9 IMMEDIATE FAMILY: Employee's spouse, children, adopted or foster child, parent(s), legal guardian(s), siblings, sister/brother/mother/father-in-law, grandchildren, grandparents related by blood or marriage.
- 3.10 UNION STEWARD: Steward elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.11 SENIORITY: Length of continuous service with the Employer.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 PROBATIONARY PERIOD: A period of time not to exceed twelve (12) calendar months from the date of employment subject to the conditions of Article IX, Section 9.2.
- 3.14 CLASS: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience, or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.
- 3.15 DEMOTION: A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.16 PROMOTION: A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.17 TRANSFER: The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different County/Department or to a position in a different class in the same or different County/Department that has a comparable work value.
- 3.18 DIVISION DIRECTOR: Manager responsible for directing the activities of multiple departments, programs or functions.
- 3.19 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustments for unpaid leaves of absence.

#### **ARTICLE IV (4). EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

#### **ARTICLE V (5). EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

#### **ARTICLE VI (6). UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount sufficient to provide the payment of dues established by the Union, or a negotiated deduction, as provided in [Minnesota Statutes 179A.06, Subd. 3](#), consistent with the Janus decision. Such money shall be remitted as directed by the Union.
- 6.2 It is agreed that the Employer's obligation to provide for dues deduction and/or negotiated fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 6.3 The Union may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate. The Union may designate two (2) Stewards and one (1) alternate to represent this unit.
- 6.4 The Employer shall provide a Union bulletin board in the Department of Public Health for the posting of Union notice(s) and announcements(s). The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted on the Employer's premises.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 There shall be no discrimination against any employee because of race, creed, sex, color, political belief, or membership or non-membership in the Union.
- 6.7 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

## ARTICLE VII (7). GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. A probationary employee is not entitled to utilize the grievance procedure.
- 7.2 Union Representatives: The Employer will recognize representatives designated by the Union, as the grievance representative of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of their successors, when so designated.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and, therefore, shall be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

**STEP 1.** A non-probationary employee, claiming a violation concerning the interpretation or application of this Agreement, shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor, as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer, in writing, within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in

Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

#### 7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The arbitrator shall consider and decide on the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue, not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance, or an appeal thereof, within the specified time limit, the Union shall elect to treat the grievance as defined at that Step and may immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

7.7 No employee shall be disciplined for filing a grievance or for his/her testimony at a grievance hearing.

7.8 **Choice of Remedy:** If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an



employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article VII or a procedure such as Civil Service, Veterans Preference, etc. If appealed to any procedure other than in Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## **ARTICLE VIII (8). SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

## **ARTICLE IX (9). SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Otter Tail County Department of Public Health. Seniority rosters may be maintained by the Department on the basis of time in grade and time within specific classifications. The PHNs and RNs will be considered as one classification for lay-off purposes only.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of seniority by classification. An employee subject to layoff in his/her job classification may choose demotion instead of layoff if a lower level vacancy exists or if there are employees with less seniority in the same classification or a formerly held job classification for which the employee remains qualified. Employees shall be recalled from layoff on the basis of seniority and classification. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of the layoff before any new employee is hired in the affected classification. For purposes of this section, the job classifications are Public Health Nurse and Registered Nurse.
- 9.4 Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the employee by first class mail with a copy to the Union. The employee must notify the agency director of his/her intention to return within ten (10) working days after receiving notice of recall. An employee eligible for recall who fails to provide the Employer with a current mailing address and is not located by the United States Postal Service for delivery of first class mail shall forfeit all eligibility for recall.
- 9.5
  - A. Senior employees will be given preference with regard to transfer, job classification assignment, and promotions when all job relevant qualifications of employees are equal.
  - B. An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period, the employee or his or her supervisor may request return to a position of comparable duties, number of hours, pay and classification or, if available, the former position.

9.6 All vacancies and newly created positions within the bargaining unit shall be posted. Employees shall have five (5) working days after posting to complete application for such vacancies or newly created positions. When all other qualifications are equal, the senior employee shall be chosen for the vacancy or newly created position. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of posting.

9.7 Senior employees will be given preference on vacation requests.

#### **ARTICLE X (10). DISCIPLINE**

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. Oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union will receive a copy of such reprimands and/or notices. Documentation of oral reprimands are not arbitrable.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

10.7 Grievance relating to this Article may be initiated by the Union in Step 3 of the grievance procedure under Article VII.

10.8 If a Department Head or Supervisor has a reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

#### **ARTICLE XI (11). CONSTITUTIONAL PROTECTION**

Employees shall have the rights guaranteed to all citizens by the United States and Minnesota Constitutions.

## ARTICLE XII (12). WORK SCHEDULE

- 12.1 The normal work week is forty (40) hours to be accounted for by each employee through:
- A. Hours worked on assigned schedules;
  - B. Holidays; and
  - C. Authorized leave time.
- 12.2 The normal work day for full-time regular employees will consist of eight (8) hours plus one-half (1/2) hour or one (1) hour for lunch, to be scheduled with the written approval of the employee's supervisor or the Employer. Employees may be authorized an alternative work schedule with approval of the Department Head.
- 12.3 Employees may take a fifteen (15) minute break during each four (4) consecutive hours worked.
- 12.4 Holidays and authorized leave time are calculated on the basis of the actual length of time of the assigned shift.
- 12.5 Nothing contained in this or any other article shall be interpreted as a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 12.6 The Employer shall pay for training required by the Employer or authorized by the Employer during duty periods. Duty and assigned training shall be at regular base rates with no premium. Training necessary to maintain professional licensure and not mandated by the Employer shall be at the employee's own expense.
- 12.7 **Weather Closing Policy:**
- A. The Chair of the County Board of Commissioners, or the Chair's designee, is authorized to order closure of the County offices in Fergus Falls when it is not reasonably possible for employees to travel within the City of Fergus Falls. The Commissioners representing Districts 1 and 4 are authorized to determine if weather conditions require closure of the New York Mills County offices.
  - B. All County employees are encouraged to avoid unnecessary risk to their personal safety when traveling to or from their place of work. Those employees not defined as "essential employees" under the Minnesota Public Employment Labor Relations Act, and not performing highway maintenance duties, may choose not to report to work, or to leave work early, as weather conditions require in the interest of their personal safety. Department Heads or Supervisors must approve this absence from work, prior to or after the fact.
  - C. Those employees who are unable to safely report to work, as provided above, whether or not the County offices are closed, may select one or more of the following ways to account for their normal work hours missed, subject to the approval of their Department Head:

1. By utilizing a corresponding number of hours of accrued vacation leave; or,
  2. By utilizing a corresponding number of hours of accrued sick leave; or,
  3. By utilizing a corresponding number of hours of accrued compensatory time (accrued overtime); or,
  4. By making up the hours within the work week during which the time was missed, on an hour for hour basis, performing productive work, subject to the approval of the employee's supervisor; or,
  5. By taking a corresponding number of hours without compensation.
- D. Employees with questions regarding this policy should contact their immediate supervisor.

### **ARTICLE XIII (13). OVERTIME**

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours per week if the additional hours have been authorized by the Employer. For the purpose of calculating hours worked in a week, the Employer shall include holidays, vacation, and sick leave.
- 13.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.4 For the purposes of computing overtime, holidays, vacation and sick leave shall count as hours worked as do work related (not commuting) travel hours.
- 13.5 An employee may elect to receive compensatory time off in lieu of overtime. No employee shall accumulate more than eighty (80) hours of compensatory time.
- 13.6 All accrued compensatory time shall be paid to the HCSP (MSRS) and the bank reduced to zero in December of each year. The compensatory time bank shall also be paid out immediately prior to any wage rate increase that an employee may receive. These payouts are made per [Article XXIV \(24\)](#), Section A.

### **ARTICLE XIV (14). WORKING OUT OF CLASSIFICATION**

Any employee assigned by the Employer to work at a higher job classification and to perform all tasks and duties of that higher job classification shall be paid at the higher rate of pay for the duration of the assignment. Upon completion of the assignment, the employee shall revert to his/her original or assigned pay rate.

## ARTICLE XV (15). INSURANCE

15.1 CAFETERIA BENEFITS PLAN. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees.

The Employer shall contribute designated amounts as referenced below per month to each regular full-time employee dependent upon classification for health insurance and/or other benefits through the Cafeteria Benefits Plan. This takes effect thirty (30) days after the beginning of employment, or in the case of an employee beginning County service other than the first day of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Cafeteria Benefits Enrollment form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive pro-rata portion of the benefit per month. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Cafeteria Benefits Plan.

Regular employees will only qualify for Legacy Employer Contributions toward a single plan if all of the following are met: (1) employee was employed on or before December 31, 2018, (2) employee has continuously maintained single plan coverage through the Cafeteria Benefits Plan effective January 1, 2019 to present, and (3) employee has not chosen a single plus children, single plus spouse, or family plan after January 1, 2019.

Effective January 1, 2022, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and seventy-five dollars (\$1,375.00) per month.

Effective January 1, 2023, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and ninety dollars (\$1,390.00) per month.

Effective January 1, 2024, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, four hundred and five dollars (\$1,405.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and ten dollars (\$810.00) per month.

Effective January 1, 2023, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and thirty dollars (\$830.00) per month.

Effective January 1, 2024, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and fifty dollars (\$850.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and twenty-five dollars (\$1,425.00) per month.

Effective January 1, 2023, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and fifty dollars (\$1,450.00) per month.

Effective January 1, 2024, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, five hundred dollars (\$1,500.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred and fifty dollars (\$1,650.00) per month.

Effective January 1, 2023, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred dollars (\$1,700.00) per month.

Effective January 1, 2024, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred and seventy-five dollars (\$1,775.00) per month.

The Medical Reimbursement Account Maximum (Flexible Benefits Plan) shall be the maximum amount allowed by federal and state laws and regulations.

- 15.2 Part-time employees who do not qualify for health insurance benefits under the plan in effect at the time of their employment will not receive any of the benefits set forth in this Article.
- 15.3 One (1) member from the bargaining unit will be elected to sit on the Insurance Committee which will be a sub-committee of the Labor Management Committee (LMC).
- 15.4 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

**ARTICLE XVI (16). HOLIDAYS**

16.1 All regular employees shall be entitled to paid holidays as defined below:

- |                        |                     |
|------------------------|---------------------|
| New Year's Day         | Labor Day           |
| Martin Luther King Day | Veteran's Day       |
| President's Day        | Thanksgiving Day    |
| Good Friday            | Thanksgiving Friday |
| Memorial Day           | 1/2 Day December 24 |
| Independence Day       | Christmas Day       |

- 16.2 In order to qualify for the holiday pay under this Article, an otherwise qualified employee must not be on an unpaid status. Holiday pay consists of eight (8) hours per holiday.
- 16.3 When any of the above named holidays falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.
- 16.4 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24th.
- 16.5 When a paid holiday falls during an employee's vacation period, he/she shall receive an additional day of paid vacation.

**ARTICLE XVII (17). VACATION SCHEDULE**

17.1 Regular employees earned vacation at the rate indicated below:

1st year employment	6.67 hours/month	
2nd year employment	7.33 hours/month	
3rd year employment	8.00 hours/month	
4th year employment	8.67 hours/month	
5th year employment	9.33 hours/month	
6th year employment	10.00 hours/month	
7th year employment	10.33 hours/month	
8th year employment	10.67 hours/month	
9th year employment	11.00 hours/month	
10th year employment	11.33 hours/month	
11th year employment	11.67 hours/month	
12th year employment	12.00 hours/month	
13th year employment	12.33 hours/month	
14th year employment	12.67 hours/month	
15th year employment	13.00 hours/month	
16th year employment	13.33 hours/month	
17th year employment	13.67 hours/month	
18th year employment	14.00 hours/month	
19th year employment	14.33 hours/month	
20th year employment	14.67 hours/month	
21st year employment	15.00 hours/month	
22nd year employment	15.33 hours/month	
23rd year employment	15.67 hours/month	
24th year employment	16.00 hours/month	
25th year employment	16.33 hours/month	
26th year employment	16.67 hours/month	
27th year employment	17.33 hours/month	*Maximum

17.2 Vacation shall accrue semi-monthly at the rates indicated above commencing with the first month of employment. Employees may only claim and be entitled to a vacation upon completion of six (6) months of paid employment in good standing. Provided, however, any employee

working less than forty (40) hours per week shall earn vacation on a pro-rata basis (e.g., a part-time employee who works thirty (30) hours per week would qualify for seventy-five percent (75%) of the vacation allowed in the above schedule.) An employee is not entitled to vacation time or vacation pay if employment terminates during the probationary period.

- 17.3 Vacation schedules shall respect the employee's wishes to the extent reasonable within the limitations of the department. The Department Head may require that vacation requests be made by a specific reasonable date each year or a reasonable time before vacation is to be taken.
- 17.4 Accumulated vacation leave in excess of twenty-four (24) days or 192 hours shall be lost at the employee's anniversary date unless carryover of additional days is specifically approved by the department head and Division Directors for good cause. Employees are encouraged to use their vacation each year. Employees in good standing shall be paid for any unused vacation upon separation from County service.

**ARTICLE XVIII (18). SICK LEAVE**

- 18.1 Employees are responsible for reasonable, prudent, and bona fide use of sick leave privileges. Claiming sick leave when fit, except as provided in this section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination.
- 18.2 Sick leave is earned at the rate of eight (8) hours per month, and accumulates to a total of nine hundred and sixty (960) hours. It is accumulated on a pro-rated basis for regular part-time employees working less than forty (40) hours per week.
- 18.3 An employee who has accumulated 960 hours of sick leave may bank an additional 240 hours to be used only in the event that sick leave accumulated under this section has been exhausted. Sick leave in this bank cannot be used to replenish the maximum accumulation of 960 hours as stated in Section 18.2. Sick leave in this bank may not be used for payment of insurance premiums or severance under Article 15 or severance under Section 22.2 and may not be placed in the HCSP (MSRS).
- 18.4 The employee must notify his/her supervisor of his/her inability to be at work due to illness as soon as possible, preferably before the start of working hours. Failure to provide notification may result in a loss of sick pay for the time taken.
- 18.5 Employees claiming sick leave may be required to file written documentation. If employees have been incapacitated, they may be required to provide documentation of being capable of performing all job duties. If in excess of three (3) consecutive days, written statement from a physician/public health service specifying the amount of time needed is required.

Other permitted uses of sick leave:

<u>Situation</u>	<u>Number of Hours</u>
Medical necessity in immediate family	**24 (per event)
Pregnancy/birth/adoption	***24 (per event)
Funeral for co-workers within the department	4 (per event)



\*\*Additional time with department head approval and physician's certification.

\*\*\*Additional days as required by physician.

- 18.6 The use of sick leave for dental or medical appointments for the employee or employee's spouse, child, or parent is not required unless the appointments total more than three (3) hours in any given month. This provision only applies to full-time employees. Part-time employees hired prior to 1/1/02 shall receive this benefit on a pro-rated basis.
- 18.7 An employee on vacation who becomes ill or injured may with proper notification change his/her leave status to sick leave.
- 18.8 An employee who has accumulated 960 hours of sick leave, plus the additional 240 hours of sick leave, and has a total of 1,200 hours of sick leave banked, will accumulate additional hours of sick leave at a rate of four (4) hours for each full month of service. These additional hours will be used only for the purpose of contributions to the post-employment health plan.

#### **ARTICLE XIX (19). WAGES**

- 19.1 All employees shall be paid in accordance with enclosed Wage Schedule which is attached hereto.
- 19.2 For each year of the contract, each employee not yet on Step 12 shall receive one (1) Step increase on the appropriate pay grade on his/her anniversary date.
- 19.3 The term masters in field means a masters degree from a recognized college or university in a field of study and endeavor directly applicable to the employee's job duties.

#### **ARTICLE XX (20). MEAL ALLOWANCE**

- 20.1 When employees are required to be out of Otter Tail County on training, education, official business or on approved work-related meetings, they shall receive reimbursement for meals under the following conditions:
  - A. Breakfast: When an employee is required to leave home before 6:00 a.m., or was away overnight, at a rate of ten dollars (\$10.00).
  - B. Lunch: When an employee is out of the County between 11:00 a.m. and 2:00 p.m., at a rate of fifteen dollars (\$15.00).
  - C. Supper: When an employee is out of the County between 5:00 p.m. and 8:00 p.m., at a rate of eighteen dollars (\$18.00).
- 20.2 Employees they may aggregate the meal reimbursement amounts during a one-day period, not to exceed the daily maximum of forty-three dollars (\$43.00). Employees must provide a receipt showing the actual costs incurred. Reimbursement will not be available for the cost of alcoholic beverages.
- 20.3 The meal reimbursement will also apply at approved work related business meetings within the County with an organization other than the County.

## **ARTICLE XXI (21). INJURY ON DUTY**

- 21.1 At the Employer's discretion, an employee (a) acting within the limits of the authority established by the Employer, (b) who receives a disabling injury during the performance of assigned official duties performing acts required by law, and (c) wherein the Employer had determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed ninety (90) calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave.
- 21.2 All benefits received under this plan shall be coordinated with benefits received through workers' compensation and the County long-term disability program. An employee may elect to supplement workers' compensation benefits and/or long-term disability payments with deductions from accrued sick leave or vacation provided that the total received does not exceed the employee's normal base pay.
- 21.3 After the ninety (90) day period referenced in 21.1, employees receiving workers' compensation insurance benefits may utilize earned vacation, sick leave, and compensatory time to make up the difference between their normal earnings and the workers' compensation payment, subject to the following terms:
- A. The use of such earned leave time to make up the difference in hours between the two-thirds workers' compensation payment and a normal work day is limited to pre-injury accumulated leave time.
  - B. The leave time accrued while receiving two-thirds workers' compensation and one-third accumulated leave time cannot be used until there is a return to work.
  - C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.
  - D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
  - E. Seniority will cease to accrue at the date on which an employee has exhausted pre-injury accumulated leave and while on any unpaid leave of absence.

## **ARTICLE XXII (22). RESIGNATION**

- 22.1 Any employee desiring to resign shall submit such resignation in writing to the Department Head under which he or she works. This shall be at least two (2) weeks in advance of the proposed resignation. Existing vacation credits shall be payable on termination or retirement to employees in good standing. Failure to comply with this provision may be cause for non-payment of unused vacation leave.

- 22.2 Employees in good standing who leave employment after a minimum of ten (10) years will receive seventy-five percent (75%) of their accumulated sick leave not to exceed 720 hours as severance pay as referenced in [Article XXIV \(24\)](#).
- 22.3 Upon resignation in good standing, employees who have worked less than ten (10) years, but have completed their probation period, may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under this Article, subject to approval by the insurance carrier and limited to the required periods of continued health insurance coverage provided by federal and state laws and regulations. Accumulations in the employee's sick leave bank (see Section 18.3) are specifically excluded from this provision.

### **ARTICLE XXIII (23). [LEAVES OF ABSENCE](#)**

- 23.1 Any request for the leave of absence other than for vacation and sick leave shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor. Any request for a leave of absence without pay of less than thirty (30) working days shall be submitted to the Employer at least ten (10) working days in advance of the time the leave is requested to begin and answered in writing by the immediate supervisor not later than three (3) working days after the leave is requested. A request for a leave of absence without pay of more than thirty (30) working days shall be submitted at least fifteen (15) working days in advance of the beginning of the leave and answered in writing by the immediate supervisor not later than five (5) working days after the leave is requested.
- 23.2 A. The Employer shall grant paid leaves of absence for appearance before a court in response to a subpoena in connection with an employee's official duties, official requests from a legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in connection with an employee's official duties, and pre-induction examination conducted within the state by any branch of the armed forces authorized by law. Any employee who is entitled to vote at any statewide general election or at any election to fill a vacancy in the office or representatives to Congress shall be entitled to absent himself/herself from work for the purpose of voting during the forenoon of such election day without penalty or deduction from his/her salary or wages on account of such absence.
- B. Employees on jury duty will be allowed normal pay and are not eligible for the daily jury fee. Any amount received as juror's pay shall be turned over to the Employer. Employees normally reporting to work in Fergus Falls will not be eligible for mileage for jury duty in Fergus Falls. Employees normally reporting to work in New York Mills will not be eligible for mileage for jury duty in New York Mills. Employees will otherwise be eligible for compensation for mileage to report for jury duty which exceeds mileage to their normal work station.
- 23.3 The Employer may grant leaves of absence without pay for any reasonable purpose.
- 23.4 Maternity/Paternity Leave: An employee at his/her option may voluntarily elect to apply for a personal leave of absence for maternity/paternity purposes which shall be granted for a period not to exceed six (6) months. This leave would run concurrent with the federal Family Medical

Leave and would be unpaid unless the use of sick leave or vacation is authorized under this contract.

- 23.5 Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State in any calendar or fiscal year, shall be granted a leave of absence with pay for up to fifteen (15) working days during the period of such activity. Any employee who enters into active service in the armed forces of the United States in time of war or declared national emergency while in the service of the Employer, shall be granted a leave of absence without pay for the period of military service, not to exceed four (4) years. Employees shall accumulate seniority during periods of military service. For determining vacation accumulation rate, a military leave without pay shall be counted the same as normal straight time hours that would have been worked. Vacation and sick leave are not accumulated during a military leave without pay.
- 23.6 Time spent on an unpaid leave of absence shall not count toward an employee's seniority, except as allowed in 23.5.
- 23.7 If the reasons and circumstances upon which an employee's leave of absence was granted change while he/she is on leave, he/she must immediately report to the Employer to be reinstated or to request continuation of leave, based on the changed conditions. If the employee fails to so report or falsifies his/her report, he/she may be subject to disciplinary action in accordance with [Article X \(10\)](#).
- 23.8 A maximum of twenty-four (24) work hours paid leave will be allowed when a death occurs in an employee's "immediate family" and up to sixteen (16) work hours additional leave with pay may be allowed where travel is necessary. The Employer may allow such additional leave times it deems appropriate provided each additional time is charged against the employee's sick leave, vacation, compensatory time, or other unpaid leaves. For purposes of this section, the definition of "immediate family" includes pregnancy loss (i.e. miscarriage, stillbirth, etc.) within the definition of "children."
- 23.9 The Employer has adopted and implemented a Family Medical Leave Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

#### **ARTICLE XXIV (24). [HEALTH CARE SAVINGS PLAN \(MSRS\)](#)**

- 24.1 The Employer will allow employees to participate in the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The Employer will make contributions on behalf of eligible employees as follows:
- A. All accumulated comp time (defined in 13.5 and 13.6) will be applied to HCSP (MSRS) when employees receive a wage rate increase, i.e., as of employee's annual step increase and December 31<sup>st</sup> of each year. Those employees not receiving a wage increase on their anniversary date shall have all accumulated comp time as of December 31<sup>st</sup> of each year applied to HCSP (MSRS).

- B. Employee's severance pay per Section 22.2 (Sick Leave) of the Labor Agreement will be put into HCSP (MSRS) upon leaving employment with the County.
- C. An employee who has accumulated a total of 960 hours of sick time will receive four (4) hours per month, for each month the 960 hours are maintained, to their Health Care Savings Plan. This amount will be paid to the Plan once a year. This benefit will be pro-rated for part-time employees.

After the accumulation of 960 hours of sick time, four (4) hours will be applied to the catastrophic sick bank authorized in Section 18.3, until a total of 1,200 hours of sick leave have been banked. This benefit will be pro-rated for part-time employees.

- D. The County shall apply the following percentage of the employee's base salary, per pay period into the HCSP (MSRS). (The Cafeteria Benefit shall be included in the calculation of the percentage for the HCSP:

0 to 4 years of service	1%
Beginning 5 <sup>th</sup> year to 10 years of service	2%
Beginning 11 <sup>th</sup> year to 15 years of service	3%
Beginning 16 <sup>th</sup> year to 19 years of services	4%
Beginning 20 <sup>th</sup> year and over of service	5%

**ARTICLE XXV (25). SAFETY**

- 25.1 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the County's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.
- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within twenty-four (24) hours of occurrence. Major incidents, such as death, amputation, loss of consciousness, three (3) or more casualties are to be reported immediately. Department Heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by employees of their department. Current forms and procedures are available at the Personnel Office.

**ARTICLE XXVI (26). EMPLOYEE ASSISTANCE PROGRAM**

The County will provide employees the same Employee Assistance Program that it offers to other County employees.

**ARTICLE XXVII (27). TUITION ASSISTANCE**

The County will provide the same Tuition Assistance Program that it provides for other County employees.

**ARTICLE XXVIII (28). MILEAGE**

Employees who use their personal vehicle for County business shall be reimbursed for mileage at the IRS rate.

**ARTICLE XXIX (29). NATIONAL TEAMSTERS D.R.I.V.E.**

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

**ARTICLE XXX (30). JOINT PREPARATION OF AGREEMENT**

Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

**ARTICLE XXXI (31). WAIVER**

31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations, regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. Provided, however, that the addendum attached hereto and marked as Wage Schedule is to continue as part of this Agreement.

31.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law, from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union, each voluntarily and unqualifiedly waives the right to meet and negotiate, regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this Agreement was negotiated or executed.

**ARTICLE XXXII (32). DURATION**

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

**FOR THE COUNTY OF OTTER TAIL**

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Roger Meunier, Business Agent

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Director of Public Health

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JMH:sb/2020-6302/1/25/2022v2

**APPENDIX A**

**PUBLIC HEALTH PROFESSIONAL UNIT OF NURSES**

<b><u>CLASSIFICATION</u></b>	<b><u>POSITION</u></b>	<b><u>GRADE</u></b>
Community Health Professional	Registered Nurse	C41
Community Health Professional	Public Health Nurse	C42
Community Health Professional	Lead Public Health Nurse	C43



2022 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.22	18.08	18.94	19.79	20.64	21.51	22.24	22.94	23.66	24.38	25.09	25.82	A11
	35,818	37,606	39,395	41,163	42,931	44,741	46,259	47,715	49,213	50,710	52,187	53,706	
A12	18.26	19.17	20.09	20.99	21.90	22.82	23.59	24.34	25.10	25.86	26.63	27.39	A12
	37,981	39,874	41,787	43,659	45,552	47,466	49,067	50,627	52,208	53,789	55,390	56,971	
A13	19.54	20.49	21.47	22.44	23.43	24.42	25.28	26.08	26.89	27.71	28.52	29.30	A13
	40,643	42,619	44,658	46,675	48,734	50,794	52,582	54,246	55,931	57,637	59,322	60,944	
B21	20.99	22.03	23.08	24.12	25.17	26.23	27.10	27.96	28.85	29.73	30.61	31.48	B21
	43,659	45,822	48,006	50,170	52,354	54,558	56,368	58,157	60,008	61,838	63,669	65,478	
B22	22.47	23.60	24.73	25.85	27.00	28.10	29.09	30.00	30.94	31.89	32.81	33.72	B22
	46,738	49,088	51,438	53,768	56,160	58,448	60,507	62,400	64,355	66,331	68,245	70,138	
B23	24.01	25.22	26.41	27.61	28.81	30.01	31.01	32.01	33.00	34.00	35.01	36.02	B23
	49,941	52,458	54,933	57,429	59,925	62,421	64,501	66,581	68,640	70,720	72,821	74,922	
B24	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B24
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B25	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B25
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
B31	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B31
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B32	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B32
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
C41	30.60	32.13	33.70	35.21	36.75	38.25	39.55	40.81	42.09	43.36	44.63	45.91	C41
	63,648	66,830	70,096	73,237	76,440	79,560	82,264	84,885	87,547	90,189	92,830	95,493	
C42	32.35	33.97	35.58	37.22	38.82	40.45	41.79	43.16	44.51	45.85	47.19	48.53	C42
	67,288	70,658	74,006	77,418	80,746	84,136	86,923	89,773	92,581	95,368	98,155	100,942	
C43	34.15	35.89	37.57	39.28	40.98	42.69	44.10	45.53	46.99	48.41	49.79	51.23	C43
	71,032	74,651	78,146	81,702	85,238	88,795	91,728	94,702	97,739	100,693	103,563	106,558	
C44	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C44
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C45	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C45
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
C51	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C51
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C52	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C52
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
D61	42.22	44.33	46.45	48.54	50.67	52.80	54.54	56.30	58.07	59.81	61.57	63.35	D61
	87,818	92,206	96,616	100,963	105,394	109,824	113,443	117,104	120,786	124,405	128,066	131,768	
D62	44.28	46.48	48.71	50.92	53.15	55.35	57.20	59.03	60.88	62.72	64.57	66.40	D62
	92,102	96,678	101,317	105,914	110,552	115,128	118,976	122,782	126,630	130,458	134,306	138,112	
D63	46.32	48.66	50.96	53.27	55.60	57.90	59.82	61.78	63.70	65.62	67.56	69.50	D63
	96,346	101,213	105,997	110,802	115,648	120,432	124,426	128,502	132,496	136,490	140,525	144,560	
D64	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D64
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D65	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D65
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
D71	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D71
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D72	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D72
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
E81	54.51	57.25	59.97	62.67	65.41	68.12	70.41	72.69	74.96	77.22	79.51	81.76	E81
	113,381	119,080	124,738	130,354	136,053	141,690	146,453	151,195	155,917	160,618	165,381	170,061	
E82	56.56	59.39	62.21	65.03	67.88	70.68	73.06	75.40	77.75	80.12	82.46	84.84	E82
	117,645	123,531	129,397	135,262	141,190	147,014	151,965	156,832	161,720	166,650	171,517	176,467	
E83	58.61	61.53	64.46	67.39	70.33	73.24	75.69	78.14	80.59	83.03	85.46	87.89	E83
	121,909	127,982	134,077	140,171	146,286	152,339	157,435	162,531	167,627	172,702	177,757	182,811	

\*The 2022 12 Step Salary Schedule reflects a three percent (3%) increase over the 2021 12 Step Salary Schedule.

**2023 12 Step Compensation Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.69	18.58	19.46	20.33	21.21	22.10	22.85	23.57	24.31	25.05	25.78	26.53	A11
	36,795	38,646	40,477	42,286	44,117	45,968	47,528	49,026	50,565	52,104	53,622	55,182	
A12	18.76	19.70	20.64	21.57	22.50	23.45	24.24	25.01	25.79	26.57	27.36	28.14	A12
	39,021	40,976	42,931	44,866	46,800	48,776	50,419	52,021	53,643	55,266	56,909	58,531	
A13	20.08	21.05	22.06	23.06	24.07	25.09	25.98	26.80	27.63	28.47	29.30	30.11	A13
	41,766	43,784	45,885	47,965	50,066	52,187	54,038	55,744	57,470	59,218	60,944	62,629	
B21	21.57	22.64	23.71	24.78	25.86	26.95	27.85	28.73	29.64	30.55	31.45	32.35	B21
	44,866	47,091	49,317	51,542	53,789	56,056	57,928	59,758	61,651	63,544	65,416	67,288	
B22	23.09	24.25	25.41	26.56	27.74	28.87	29.89	30.83	31.79	32.77	33.71	34.65	B22
	48,027	50,440	52,853	55,245	57,699	60,050	62,171	64,126	66,123	68,162	70,117	72,072	
B23	24.67	25.91	27.14	28.37	29.60	30.84	31.86	32.89	33.91	34.94	35.97	37.01	B23
	51,314	53,893	56,451	59,010	61,568	64,147	66,269	68,411	70,533	72,675	74,818	76,981	
B24	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B24
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B25	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B25
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
B31	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B31
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B32	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B32
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
C41	31.44	33.01	34.63	36.18	37.76	39.30	40.64	41.93	43.25	44.55	45.86	47.17	C41
	65,395	68,661	72,030	75,254	78,541	81,744	84,531	87,214	89,960	92,664	95,389	98,114	
C42	33.24	34.90	36.56	38.24	39.89	41.56	42.94	44.35	45.73	47.11	48.49	49.86	C42
	69,139	72,592	76,045	79,539	82,971	86,445	89,315	92,248	95,118	97,989	100,859	103,709	
C43	35.09	36.88	38.60	40.36	42.11	43.86	45.31	46.78	48.28	49.74	51.16	52.64	C43
	72,987	76,710	80,288	83,949	87,589	91,229	94,245	97,302	100,422	103,459	106,413	109,491	
C44	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C44
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C45	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C45
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
C51	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C51
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C52	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C52
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
D61	43.38	45.55	47.73	49.87	52.06	54.25	56.04	57.85	59.67	61.45	63.26	65.09	D61
	90,230	94,744	99,278	103,730	108,285	112,840	116,563	120,328	124,114	127,816	131,581	135,387	
D62	45.50	47.76	50.05	52.32	54.61	56.87	58.77	60.65	62.55	64.44	66.35	68.23	D62
	94,640	99,341	104,104	108,826	113,589	118,290	122,242	126,152	130,104	134,035	138,008	141,918	
D63	47.59	50.00	52.36	54.73	57.13	59.49	61.47	63.48	65.45	67.42	69.42	71.41	D63
	98,987	104,000	108,909	113,838	118,830	123,739	127,858	132,038	136,136	140,234	144,394	148,533	
D64	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D64
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D65	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D65
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
D71	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D71
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D72	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D72
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
E81	56.01	58.82	61.62	64.39	67.21	69.99	72.35	74.69	77.02	79.34	81.70	84.01	E81
	116,501	122,346	128,170	133,931	139,797	145,579	150,488	155,355	160,202	165,027	169,936	174,741	
E82	58.12	61.02	63.92	66.82	69.75	72.62	75.07	77.47	79.89	82.32	84.73	87.17	E82
	120,890	126,922	132,954	138,986	145,080	151,050	156,146	161,138	166,171	171,226	176,238	181,314	
E83	60.22	63.22	66.23	69.24	72.26	75.25	77.77	80.29	82.81	85.31	87.81	90.31	E83
	125,258	131,498	137,758	144,019	150,301	156,520	161,762	167,003	172,245	177,445	182,645	187,845	

\*The 2023 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2022 12 Step Salary Schedule.

2024 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	18.18	19.09	20.00	20.89	21.79	22.71	23.48	24.22	24.98	25.74	26.49	27.26	A11
	37,814	39,707	41,600	43,451	45,323	47,237	48,838	50,378	51,958	53,539	55,099	56,701	
A12	19.28	20.24	21.21	22.16	23.12	24.09	24.91	25.70	26.50	27.30	28.11	28.91	A12
	40,102	42,099	44,117	46,093	48,090	50,107	51,813	53,456	55,120	56,784	58,469	60,133	
A13	20.63	21.63	22.67	23.69	24.73	25.78	26.69	27.54	28.39	29.25	30.11	30.94	A13
	42,910	44,990	47,154	49,275	51,438	53,622	55,515	57,283	59,051	60,840	62,629	64,355	
B21	22.16	23.26	24.36	25.46	26.57	27.69	28.62	29.52	30.46	31.39	32.31	33.24	B21
	46,093	48,381	50,669	52,957	55,266	57,595	59,530	61,402	63,357	65,291	67,205	69,139	
B22	23.72	24.92	26.11	27.29	28.50	29.66	30.71	31.68	32.66	33.67	34.64	35.60	B22
	49,338	51,834	54,309	56,763	59,280	61,693	63,877	65,894	67,933	70,034	72,051	74,048	
B23	25.35	26.62	27.89	29.15	30.41	31.69	32.74	33.79	34.84	35.90	36.96	38.03	B23
	52,728	55,370	58,011	60,632	63,253	65,915	68,099	70,283	72,467	74,672	76,877	79,102	
B24	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B24
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B25	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B25
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
B31	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B31
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B32	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B32
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
C41	32.30	33.92	35.58	37.17	38.80	40.38	41.76	43.08	44.44	45.78	47.12	48.47	C41
	67,184	70,554	74,006	77,314	80,704	83,990	86,861	89,606	92,435	95,222	98,010	100,818	
C42	34.15	35.86	37.57	39.29	40.99	42.70	44.12	45.57	46.99	48.41	49.82	51.23	C42
	71,032	74,589	78,146	81,723	85,259	88,816	91,770	94,786	97,739	100,693	103,626	106,558	
C43	36.05	37.89	39.66	41.47	43.27	45.07	46.56	48.07	49.61	51.11	52.57	54.09	C43
	74,984	78,811	82,493	86,258	90,002	93,746	96,845	99,986	103,189	106,309	109,346	112,507	
C44	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C44
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C45	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C45
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
C51	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C51
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C52	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C52
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
D61	44.57	46.80	49.04	51.24	53.49	55.74	57.58	59.44	61.31	63.14	65.00	66.88	D61
	92,706	97,344	102,003	106,579	111,259	115,939	119,766	123,635	127,525	131,331	135,200	139,110	
D62	46.75	49.07	51.43	53.76	56.11	58.43	60.39	62.32	64.27	66.21	68.17	70.11	D62
	97,240	102,066	106,974	111,821	116,709	121,534	125,611	129,626	133,682	137,717	141,794	145,829	
D63	48.90	51.38	53.80	56.24	58.70	61.13	63.16	65.23	67.25	69.27	71.33	73.37	D63
	101,712	106,870	111,904	116,979	122,096	127,150	131,373	135,678	139,880	144,082	148,366	152,610	
D64	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D64
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D65	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D65
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
D71	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D71
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D72	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D72
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
E81	57.55	60.44	63.31	66.16	69.06	71.91	74.34	76.74	79.14	81.52	83.95	86.32	E81
	119,704	125,715	131,685	137,613	143,645	149,573	154,627	159,619	164,611	169,562	174,616	179,546	
E82	59.72	62.70	65.68	68.66	71.67	74.62	77.13	79.60	82.09	84.58	87.06	89.57	E82
	124,218	130,416	136,614	142,813	149,074	155,210	160,430	165,568	170,747	175,926	181,085	186,306	
E83	61.88	64.96	68.05	71.14	74.25	77.32	79.91	82.50	85.09	87.66	90.22	92.79	E83
	128,710	135,117	141,544	147,971	154,440	160,826	166,213	171,600	176,987	182,333	187,658	193,003	

\*The 2024 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2023 12 Step Salary Schedule.

# LABOR AGREEMENT

between

**THE COUNTY OF OTTER TAIL**

and

**MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320**



*Representing*

**HUMAN SERVICES SUPPORT SPECIALISTS  
and PUBLIC HEALTH STAFF**

**JANUARY 1, 2022 through DECEMBER 31, 2024**

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**LABOR AGREEMENT**  
**between**  
**THE COUNTY OF OTTER TAIL**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND**  
**LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320**  
**(Human Services Support Specialists and Public Health Staff)**

**ARTICLE I (1). PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Otter Tail, hereinafter called the Employer, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or applications; and
- 1.2 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.

**ARTICLE II (2). RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under [Minnesota Statutes 179A.03, Subd. 14](#), for all personnel in the following job classifications:

***"All employees of the Otter Tail County Human Services and Public Health Departments, who are public employees within the meaning of Minnesota Statutes, which excludes supervisory and confidential, and also excludes social workers and professional employees who are involved in nursing."***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Otter Tail County will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, natural origin, sex, disability, age, marital status, or status with regard to public assistance.

**ARTICLE III (3). DEFINITIONS**

- 3.1 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustments for unpaid leaves of absence.
- 3.2 CLASS: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.

- 3.3 CLASSIFICATION SENIORITY: Length of continuous service in specific classification (position).
- 3.4 COUNTY BOARD: Board of County Commissioners, Human Services and Public Health Board.
- 3.5 DEMOTION: A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.6 DEPARTMENT HEAD: The Directors of the Otter Tail County Department of Human Services and Public Health Staff.
- 3.7 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.8 EMPLOYER: Otter Tail County, or its representative.
- 3.9 FULL TIME REGULAR: Employee who has completed a twelve (12) month probationary period, and works forty (40) hours or more a week for the Employer.
- 3.10 GENDER: When used in this policy, the masculine gender includes feminine, and the feminine gender includes masculine.
- 3.11 IMMEDIATE FAMILY: Employee's spouse, children, foster children, parent(s), legal guardian(s), sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandchildren and grandparents; related by blood, adoption, or marriage.
- 3.12 MEMBER: A member of the Human Services Support Specialists and Public Health Staff.
- 3.13 PART TIME REGULAR: Employee who has completed a twelve (12) month probation period and works fewer than forty (40) hours per week on a regular basis.
- 3.14 DIVISION DIRECTORS: Managers responsible for directing the activities of multiple departments, programs or functions.
- 3.15 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 3.16 PROMOTION: A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.17 STEP INCREASE: A salary increase for an employee occurring the month of the employee's anniversary date.
- 3.18 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing,

influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

- 3.19 TRANSFER: The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different County department or to a position in a different class in the same or different County department that has a comparable work value.
- 3.20 UNION: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.21 UNION STEWARD: Steward elected or appointed by Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

**ARTICLE IV (4). EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in, or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

**ARTICLE V (5). EMPLOYER AUTHORITY**

- 5.1 It is understood and agreed that the County possesses the sole right and authority to operate and direct employees of the County and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:
  - A. The right to determine its mission, policies, and to set forth all standards of service offered to the public.
  - B. To plan, direct, control and determine the operations or services to be conducted by the employees of the County.
  - C. To determine the methods, means and number of personnel needed to carry out the department's mission.
  - D. To direct the working forces.
  - E. To hire and assign to or transfer employees within the department or other related functions.
  - F. To lay off or relieve employees due to lack of work or funds or other legitimate reasons.
  - G. To promote, suspend, discipline or discharge for just cause.
  - H. To make, publish and enforce rules and regulations.



- I. To introduce new or improved methods, equipment or facilities.
  - J. To contract out for goods or services.
  - K. To schedule and assign work.
  - L. To establish work and productivity standards.
  - M. To assign overtime.
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 5.3 Employees will be subject to a probationary period of time not to exceed twelve (12) calendar months from the date of employment. During the probationary period, employees may be terminated from employment at the sole discretion of the Employer.

**ARTICLE VI (6). UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount sufficient to provide the payment of dues established by the Union, or a negotiated deduction, as provided in [Minnesota Statutes 179A.06, Subd. 3](#), consistent with the Janus decision. Such money shall be remitted as directed by the Union.
- 6.2 It is agreed that the Employer's obligation to provide for dues deduction and/or negotiated fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 6.3 The Union may designate employees from the bargaining unit to act as a steward and shall inform the Employer in writing of such choice and changes in the position of steward. The Union may designate four (4) Stewards from Human Services and one (1) from Public Health Staff.
- 6.4 The Employer agrees that on the Employer's premises and without loss of pay, the Union Stewards shall be allowed a reasonable amount of work time during which to post official Union notices of the designated representatives; transmit communications authorized by the Union or its officers, under the terms of this contract; consult with the Employer, his/her representative or the Union representative concerning the enforcement of any provisions of this Agreement, as provided by the terms of this Agreement. The Union agrees that the Steward in the performance of his/her duties shall not disrupt the normal operations of the Employer. The Union further agrees that each Steward is a County employee and has a County job to perform and complete.
- 6.5 The Employer shall provide a Union bulletin board for each of the primary office buildings in a location accessible to all employees for the posting of Union notice(s) and announcement(s). The Union agrees to limit the positing of such notices to the bulletin

board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted on the Employer's premises.

- 6.6 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.7 Neither the County nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- 6.8 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, and for other reasonable purposes, if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of the employees.

## **ARTICLE VII (7). GRIEVANCE PROCEDURE**

- 7.1 **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. A probationary employee is not entitled to utilize the grievance procedure.
- 7.2 **UNION REPRESENTATIVES:** The Employer will recognize representatives designated by the Union, as the grievance representative of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of their successors, when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and, therefore, shall be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Every employee has a right to present his/her grievance to the County free from interference or reprisal.
- 7.4 **PROCEDURE:** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** A non-probationary employee, claiming a violation concerning the interpretation or application of this Agreement, shall within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor, as designated by the Employer. The Employer-designated representative will discuss and

give an answer to Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union, within ten (10) calendar days, shall be considered waived.

**STEP 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer, in writing, within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide on only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue, not so submitted.
- B. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written Agreement, unless consideration of the rule of the shop or other considerations are necessary to an understanding of the issue or contract language or unless necessary to an understanding of the way the Agreement has been implemented. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the applications of laws, rules or regulations having the force and

effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER: If a grievance is not presented within the time limit set forth above, it shall be considered waived.

If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance, or an appeal thereof, within the specified time limit, the Union may elect to treat the grievance as denied at that Step and may immediately appeal the grievance to the next Step. The time limit in each Step may be extended by the mutual agreement of the Employer and the Union.

7.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article VII or a procedure such as Civil Service, Veterans Preference, etc. If appealed to any procedure other than in Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

#### **ARTICLE VIII (8). SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

#### **ARTICLE IX (9). SENIORITY**

9.1 SENIORITY LISTS: The Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification (as named in the salary schedule

attached as Exhibit A) and department to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit. Seniority shall be measured from the first date of County employment as a regular employee as to department seniority and from the date of first performance of the duties of the classification in question as to classification seniority. In the event of a seniority tie, the most senior employee shall be the one who wins a coin flip.

- 9.2 TYPES OF SENIORITY: There shall be three (3) types of seniority established by this Agreement.
- A. Service Seniority is the total length of continuous service with the County.
  - B. Department Seniority is the total length of service within a specific department or division of County service.
  - C. Classification Seniority is the total length of service within a work classification.
- 9.3 BREAKS IN SENIORITY: An employee's seniority shall be tolled by lay off, and shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 9.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- A. Lay off, including involuntary reduction in work hours, as determined by classification within a department, shall be by inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) a less senior employee within the classification.
  - B. Recall from lay off, which shall be by classification within a department, in inverse order of lay off, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, he/she shall automatically have terminated his/her employment. Recall notification shall be by first class mail to the employee's last known address for an indefinite lay off, and shall be contained in the lay off notice for lay offs for a definite period. An employee's name shall remain on the recall list for one year, at which time all rights to recall shall terminate.
  - C. The Employer shall issue written notice of indefinite lay off at least ten (10) calendar days in advance of lay off and will meet and confer with the Union to attempt to minimize the impact of the lay off on unit members. The Employer shall issue written notice of recall from an indefinite lay off to affected employees, providing at least ten (10) calendar days to return to work. An indefinite lay off shall be defined as a lay off made for an indeterminate period at the time of notice or any lay off of forty-five (45) or more days. The Employer may lay off an employee for definite period of forty-four (44) days or less by giving written notice to the affected employees.
  - D. Emergency, provisional, and limited term employees in the same department and classification shall precede regular employees in lay off. No new employees shall be

hired in a work classification within a department where there are employees on lay off status qualified to perform the job, until all laid off employees have been recalled in accordance with the above.

- 9.5 A. The Employer shall promote the most qualified candidate. When all other qualifications are equal, the Employer shall promote the applicant with the greater department seniority for the job opening.
- B. An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period, the employee or his/her supervisor may request return to a position of comparable duties, number of hours paid and classification, or, if available, the former position.
- 9.6 All vacancies and newly created positions within the bargaining unit shall be posted. Employees shall have five (5) working days after posting to complete application for such vacancies or newly created positions. When all other qualifications are equal, the senior employee shall be chosen for the vacancy or newly created position. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of posting.

**ARTICLE X (10). DISCIPLINE**

- 10.1 Disciplinary action may be taken against an employee for just cause. Disciplinary measures include the following:
  - A. Verbal reprimand;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Discharge.
- 10.2 If a department head or supervisor has reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public. When disciplinary action is more severe than a verbal reprimand is intended, the department head or supervisor will, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for the action.
- 10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. A copy of a written notice of suspension or discharge shall be sent to the Union. However, failure to provide a copy of the notice to the Union will not invalidate the suspension or discharge. Documentation of oral reprimands is not arbitrable.
- 10.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.

- 10.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this section.
- 10.6 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure under Article VII.

**ARTICLE XI (11). WORK SCHEDULE**

- 11.1 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal day or work week for the purpose of promoting the efficiency of government; from establishing the work schedules of employees; and establishing part-time positions.
- 11.2 The normal work week is forty (40) hours to be accounted for by each employee through:
  - A. Hours worked on assigned schedules;
  - B. Holidays; and
  - C. Authorized leave time.
- 11.3 The normal work period for full-time regular employees will consist of eight (8) hours plus one-half (1/2) hour or one (1) hour for lunch, to be scheduled by mutual written agreement between the employee and the Employer or supervisor, or work an alternative work schedule when approved by the management team.
- 11.4 Employees may take a fifteen (15) minute break during each four (4) consecutive hours worked.
- 11.5 Holidays and authorized leave time are calculated on the basis of the actual length of time of the assigned shift.
- 11.6 The Employer shall pay for training required by the Employer or authorized by the Employer during work hours. Compensation for time spent at assigned or authorized training shall be at regular base rates with no premium. Training necessary to maintain professional licensure and not authorized by the Employer shall be at the employee's own expense.
- 11.7 Weather Closing Policy:
  - A. The Chair of the County Board of Commissioners, or the Chair's designee, is authorized to order closure of the County offices in Fergus Falls when it is not reasonably possible for employees to travel within the City of Fergus Falls. The Commissioners representing Districts 1 and 4 are authorized to determine if weather conditions require closure of the New York Mills County offices.

- B. All County employees are encouraged to avoid unnecessary risk to their personal safety when traveling to or from their place of work. Those employees not defined as "essential employees" under the Minnesota Public Employment Labor Relations Act, and not performing highway maintenance duties, may choose not to report to work, or to leave work early, as weather conditions require in the interest of their personal safety. Department heads or supervisors must approve this absence from work, prior to or after the fact.
  
- C. Those employees who are unable to safely report to work, as provided above, whether or not the County offices are closed, may select one or more of the following ways to account for their normal work hours missed, subject to the approval of their department head:
  - 1. By utilizing a corresponding number of hours of accrued vacation leave; or,
  - 2. By utilizing a corresponding number of hours of accrued sick leave; or,
  - 3. By utilizing a corresponding number of hours of accrued compensatory time (accrued overtime); or,
  - 4. By making up the hours within the work week during which the time was missed, on an hour for hour basis, performing productive work, subject to the approval of the employee's supervisor; or,
  - 5. By taking a corresponding number of hours without compensation.
  
- D. Employees with questions regarding this policy should contact their immediate supervisor.

**ARTICLE XII (12). OVERTIME**

- 12.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base rate for hours worked in excess of forty (40) hours per week if the additional hours have been expressly authorized by the Employer. Non-compensated leave of absence hours and compensatory time shall not be included in the worked hours per week required to qualify for overtime premium.
- 12.2 Holiday, vacation, and sick leave hours count as hours worked for the purposes of computing overtime as do work-related (not commuting) travel hours.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.5 An employee may elect to receive compensatory time off in lieu of overtime. No employee shall accumulate more than eighty (80) hours of compensatory time.



- 12.6 Use of compensatory time must be approved by the employee's supervisor. Requests for compensatory time off must be provided with sufficient advance notice to avoid interference with the operations of the department. In the event of a conflict between employees for the scheduling of compensatory time off, seniority shall govern.
- 12.7 All accrued compensatory time shall be paid to the HCSP (MSRS) and the bank reduced to zero in December of each year. The compensatory time shall also be paid out immediately prior to any wage rate increase that an employee may receive per Article XXVII (27), Section A.
- 12.8 Forty-eight (48) hours notice is required before an employee can be required to work overtime.

### **ARTICLE XIII (13). WORKING OUT OF CLASSIFICATION**

If an employee expressly assigned in writing to perform all the duties of a position allocated to a higher classification that is temporarily unoccupied for reasons other than vacation or sick leave and that work exceeds fifteen (15) consecutive work days in duration, the employee so assigned shall be paid for all hours of the assignment at least at the minimum rate of the salary range for the higher class. The Director may approve such compensation for assignment out of classification to a position temporarily unoccupied for reasons of lengthy vacation or sick leave. If the assignment is to a position in a classification at an equal or lower level, the employee shall be paid for all hours of the assignment at the employee's current rate of pay. A work out of class assignment is limited to no more than six (6) months, unless expressly extended in writing by the Employer, specifying the reason why the extension is necessary. A request to extend a work out of class assignment must be initiated at least fifteen (15) days before the end of the initial six (6) month assignment. Approval from the Director for such assignments by a supervisor is required. Upon completion of the work out of class assignment, the employee's salary shall be reduced to its previous level.

### **ARTICLE XIV (14). INSURANCE**

- 14.1 CAFETERIA BENEFITS PLAN. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees.

The Employer shall contribute designated amounts as referenced below per month to each regular full-time employee dependent upon classification for health insurance and/or other benefits through the Cafeteria Benefits Plan. This takes effect thirty (30) days after the beginning of employment, or in the case of an employee beginning County service other than the first day of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Cafeteria Benefits Enrollment form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive pro-rata portion of the benefit per month. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Cafeteria Benefits Plan.

Regular employees will only qualify for Legacy Employer Contributions toward a single plan if all of the following are met: (1) employee was employed on or before December 31, 2018, (2) employee has continuously maintained single plan coverage through the Cafeteria Benefits Plan effective January 1, 2019 to present, and (3) employee has not chosen a single plus children, single plus spouse, or family plan after January 1, 2019.

Effective January 1, 2022, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and seventy-five dollars (\$1,375.00) per month.

Effective January 1, 2023, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, three hundred and ninety dollars (\$1,390.00) per month.

Effective January 1, 2024, all employees who choose a single plan and qualify for Legacy Employer Contributions shall receive an Employer contribution of one thousand, four hundred and five dollars (\$1,405.00) per month.

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Effective January 1, 2022, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and ten dollars (\$810.00) per month.

Effective January 1, 2023, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and thirty dollars (\$830.00) per month.

Effective January 1, 2024, all employees who choose a single plan and do not qualify for Legacy Employer Contributions shall receive an Employer contribution of eight hundred and fifty dollars (\$850.00) per month.

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Effective January 1, 2022, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and twenty-five dollars (\$1,425.00) per month.

Effective January 1, 2023, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and fifty dollars (\$1,450.00) per month.

Effective January 1, 2024, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, five hundred dollars (\$1,500.00) per month.

\*\*\*

Effective January 1, 2022, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred and fifty dollars (\$1,650.00) per month.

Effective January 1, 2023, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred dollars (\$1,700.00) per month.

Effective January 1, 2024, all employees who choose a family plan shall receive an Employer contribution of one thousand, seven hundred and seventy-five dollars (\$1,775.00) per month.

The Medical Reimbursement Account Maximum (Flexible Benefits Plan) shall be the maximum amount allowed by federal and state laws and regulations.

- 14.2 Except as otherwise provided in 14.1, part-time employees who do not qualify for health insurance benefits under the plan in effect at the time of their employment will not receive any of the benefits set forth in this Article.
- 14.3 The failure of an insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the County or to the Union, nor shall such failure to be considered a breach by the County or to the Union, nor shall such failure be considered a breach by the County or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the County, Union, employee, or beneficiary of any employee. The terms of any contract or policy issue by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.
- 14.4 Two (2) members from the bargaining unit will be elected to sit on the Insurance Committee which will be a sub-committee of the Labor Management Committee (LMC).
- 14.5 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

**ARTICLE XV (15). [HOLIDAYS](#)**

15.1 All regular employees shall be entitled to pay holidays as defined below:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Veteran's Day             |
| President's Day        | Thanksgiving Day          |
| Good Friday            | Friday after Thanksgiving |
| Memorial Day           | 1/2 day December 24th     |
| Independence Day       | Christmas Day             |

- 15.2 In order to qualify for the holiday pay under this Article, an otherwise qualified employee must not be on an unpaid status. Holiday pay consists of eight (8) hours per holiday.
- 15.3 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.
- 15.4 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24th.
- 15.5 When a paid holiday falls during the employee's vacation period, he/she shall receive an additional day of paid vacation.
- 15.6 Part-time regular employees working less than forty (40) hours per week shall be entitled to paid holiday benefits on a pro rata basis.
- 15.7 Employees who are required to work on a holiday shall be paid at one and one half (1 1/2) their hourly rate of pay for all hours worked.

**ARTICLE XVI (16). VACATIONS**

16.1 Regular employees earned vacation at the rate indicated below:

1st year employment	6.67 hours/month
2nd year employment	7.33 hours/month
3rd year employment	8.00 hours/month
4th year employment	8.67 hours/month
5th year employment	9.33 hours/month
6th year employment	10.00 hours/month
7th year employment	10.33 hours/month
8th year employment	10.67 hours/month
9th year employment	11.00 hours/month
10th year employment	11.33 hours/month
11th year employment	11.67 hours/month
12th year employment	12.00 hours/month
13th year employment	12.33 hours/month
14th year employment	12.67 hours/month
15th year employment	13.00 hours/month
16th year employment	13.33 hours/month
17th year employment	13.67 hours/month
18th year employment	14.00 hours/month
19th year employment	14.33 hours/month
20th year employment	14.67 hours/month
21st year employment	15.00 hours/month
22nd year employment	15.33 hours/month
23rd year employment	15.67 hours/month
24th year employment	16.00 hours/month
25th year employment	16.33 hours/month

26th year employment	16.67 hours/month	
27th year employment	17.33 hours/month	*Maximum

- 16.2 Vacation will accrue semi-monthly beginning with the first month of employment. Employees are entitled to take vacation upon completion of six (6) months of paid employment in good standing. Part-time regular employees working less than forty (40) hours per week earn vacation on a pro-rated basis. An employee is not entitled to vacation time or vacation pay if employment terminates during the probationary period. Unused vacation will be paid when an employee leaves County employment in good standing. Accumulated vacation in excess of twenty-four (24) days will be lost at an employee's anniversary date unless specifically approved by the Department Head and Division Directors.
- 16.3 Vacation schedules shall respect the employee's wishes to the extent reasonable within the limitations of the department. The department head may require that vacation requests be made by a specific reasonable date each year or a reasonable time before the vacation is to be taken.

**ARTICLE XVII (17). SICK LEAVE**

- 17.1 Sick leave shall be granted for employee illness and illness in the immediate family and as otherwise provided in this Article. Employees are responsible for reasonable, prudent, and *bona fide* use of sick leave benefit. Claiming sick leave when fit, except as provided in this Article, may be cause for disciplinary action, including cancellation of sick leave benefits for the employee involved, suspension, demotion, or termination.
- 17.2 Sick leave is earned at the rate of four (4) hours per semi-monthly pay period, and accumulates to a total of nine hundred sixty (960) hours. It is accumulated on a pro-rated basis for regular part-time employees working less than forty (40) hours per week.
- 17.3 An employee who has accumulated 960 hours of sick leave may bank an additional two hundred and forty (240) hours to be used only in the event that sick leave accumulated under this section has been exhausted. Sick leave in this bank cannot be used to replenish the maximum accumulation of nine hundred and sixty (960) hours as stated in Section 17.2. Sick leave in this bank may not be used for payment of insurance premiums under Section 14 or severance under Section 22.2 and may not be placed in HCSP (MSRS).
- 17.4 The employee must notify his/her supervisor of his/her inability to be at work due to illness as soon as possible, preferably before the start of working hours. Failure to provide notification may result in a loss of sick pay for the time taken.
- 17.5 Employees claiming sick leave may be required to file written documentation. If employees have been incapacitated, they may be required to provide documentation of being capable of performing all job duties. If in excess of three (3) consecutive days, a written statement from a physician/Public Health service specifying the amount of time needed is required.

Other permitted use of sick leave:

<u>SITUATION</u>	<u>NUMBER OF HOURS</u>
Medical necessity in immediate family	**24 (per event)
Pregnancy/Birth/Adoption	***24 (per event)
Funeral for co-workers within the department	4 (per event)

\*\* Additional time with the department head approval and physician's certification.

\*\*\* Additional time as required by physician.

17.6 The use of sick leave for dental or medical appointments for the employee or employee's spouse, child, or parent is not required unless the appointments total more than three (3) hours in any given month. This provision only applies to full-time employees. Part-time employees hired prior to 1/1/02 shall receive this benefit on a pro-rated basis.

17.7 An employee on vacation who becomes ill or injured may with proper notification change his/her leave status to sick leave.

#### **ARTICLE XVIII (18). JOB SHARE BENEFITS**

Salary and benefits provided in this contract otherwise generally available to the full-time regular employee, shall also be available and provided to employees working less than full-time in approved job positions, on a pro-rated basis. In lieu of participation in the Otter Tail County Cafeteria Benefits Plan, job share employees shall receive a pro-rated portion of the Employer's contribution to each regular full-time employee.

#### **ARTICLE XIX (19). FLEXIBLE WORK DAYS**

An employee may express a schedule preference for specific work hours. The Employer may, in its sole discretion, disapprove hours selected by a particular employee or establish set hours for any group of employees.

#### **ARTICLE XX (20). WAGES**

20.1 All employees shall be paid in accordance with the attached salary schedule.

20.2 All anniversary dates of employees shall be adjusted to meet the definition in Section 3.1. All annual performance reviews and step increases will be based on this anniversary date.

#### **ARTICLE XXI (21). SAFETY**

21.1 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the County's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.

- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within 24 hours of occurrence. Major incidents, such as death, amputation, loss of consciousness, three (3) or more casualties are to be reported immediately. Department Heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by employees of their department. Current forms and procedures are available at the Personnel Office.

21.2 At the Employer's discretion, an employee (a) acting within the limits of the authority established by the Employer, (b) who receives a disability injury during the performance of assigned official duties performing acts allowed by law, and (c) wherein the Employer had determined that the employee has not contributed to the cause of the injury through negligence, use of poor judgment, out of wrongful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed ninety (90) calendar days. Such disability injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave.

After the ninety (90) day period referenced above, employees receiving Workers Compensation insurance benefits may utilize earned vacation, sick leave, and compensatory time to make up the difference between their normal earnings and the Workers Compensation payment, subject to the following terms:

- A. The use of such earned leave time to make up the difference in hours between the two-thirds (2/3) Workers Compensation payment and a normal work day is limited to pre-injury accumulated leave time.
- B. The leave time accrued while receiving two-thirds Workers Compensation and one-third (1/3) accumulated leave time cannot be used until there is a return to work.
- C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.
- D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
- E. Seniority will cease to accrue at the date on which an employee has exhausted pre-injury accumulated leave and while on any unpaid leave of absence.

## **ARTICLE XXII (22). RESIGNATION**

22.1 Any employee desiring to resign shall submit such resignation in writing to the elected or appointed official in charge of the office in which he/she works. This shall be at least two

(2) weeks in advance of the proposed resignation. Failure to comply with this provision may be cause for non-payment of unused vacation leave.

- 22.2 Employees, in good standing, who leave employment after a minimum of ten (10) years, will receive seventy-five percent (75%) of their accumulated sick leave as severance pay not to exceed 720 hours. (As referenced in [Article XXVII \(27\)](#).)
- 22.3 Upon resignation in good standing, employees who have worked less than ten (10) years, and have completed their probation period may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under Article XIV. This is subject to approval by the insurance carrier and limited to the required periods of continued health coverage provided by federal and state laws and regulations. Accumulations in the employee's sick leave bank (Section 17.3) are specifically excluded from this provision.

### **ARTICLE XXIII (23). [LEAVES OF ABSENCE](#)**

- 23.1 Any request for a leave of absence other than for vacation and sick leave shall be submitted in writing by the employee to his/her immediate supervisor. Unless justified by the Weather Closing Policy or other emergency, a written request must be submitted by the employee in advance. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor. This form of leave is intended for use in extraordinary circumstances only.
- 23.2 Employees on jury duty will be allowed normal pay and are not eligible for the daily jury fee. Any amount received as jurors' pay shall be turned over to the Employer. Employees normally reporting to work in Fergus Falls will not be eligible for mileage for jury duty in Fergus Falls. Employees normally reporting to work in New York Mills will not be eligible for mileage for jury duty in New York Mills. Employees will otherwise be eligible for compensation for mileage to report for jury duty which exceeds mileage to their normal work station. The Employer shall grant paid leaves of absence for appearance before a court in response to a subpoena in connection with an employee's official duties, official requests from legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in connection with an employee's official duties, and pre-induction examination conducted within the state by any branch of the armed forces authorized by law.
- 23.3 The Employer may grant leaves of absence without pay for any reasonable purposes. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.
- 23.4 As a condition to leave of absence being granted for purposes other than maternity or medical necessity, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed.



- 23.5 MATERNITY/PATERNITY LEAVE: An employee at his/her option may voluntarily elect to apply for a personal leave of absence for maternity/paternity purposes which shall be granted for a period not to exceed six (6) months. This leave would run concurrent with the federal Family Medical Leave Act and would be unpaid unless the use of sick leave or vacation is authorized under this contract.
- 23.6 Military rights are provided by [Minnesota Statutes 192.26](#).
- 23.7 Time spent on an unpaid leave of absence shall not count toward an employee's seniority, except during periods of military service.
- 23.8 If the reasons and circumstances upon which an employee's leave of absence was granted change while he/she is on leave, he/she must immediately report to the Employer to be reinstated or to request continuation of leave, based on the changed conditions. If the employee fails to so report or falsifies his/her report, he/she may be subject to disciplinary action in accordance with [Article X \(10\)](#).
- 23.9 Employees are allowed a maximum of twenty-four (24) hours paid leave for a death in their immediate family. Additional time off requires the use of vacation, sick leave, comp time, or other unpaid leaves and requires Department Head/Supervisor approval. For purposes of this section, the definition of "immediate family" includes pregnancy loss (i.e. miscarriage, stillbirth, etc.) within the definition of "children."
- 23.10 The Employer has adopted and implemented a Family Medical Leave Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

#### **ARTICLE XXIV (24). [MEAL ALLOWANCE](#)**

- 24.1 When employees are required to be out of Otter Tail County on training, education, official business or on approved work-related meetings, they shall receive reimbursement for meals under the following conditions:
- A. Breakfast: When an employee is required to leave home before 6:00 a.m., or was away overnight, at a rate of ten dollars (\$10.00).
  - B. Lunch: When an employee is out of the County between 11:00 a.m. and 2:00 p.m., at a rate of fifteen dollars (\$15.00).
  - C. Supper: When an employee is out of the County between 5:00 p.m. and 8:00 p.m., at a rate of eighteen dollars (\$18.00).
- 24.2 Employees may aggregate the meal reimbursement amounts during a one-day period not to exceed the daily maximum of forty-three dollars (\$43.00). Employees must provide a receipt showing the actual costs incurred. Reimbursement will not be available for the cost of alcoholic beverages.

24.3 The meal reimbursement will also apply at approved work related business meetings within the County with an organization other than the County.

**ARTICLE XXV (25). EMPLOYEE ASSISTANCE PROGRAM**

The County will provide employees the same Employee Assistance Program that it offers the other County employees.

**ARTICLE XXVI (26). NATIONAL TEAMSTER D.R.I.V.E**

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E.

**ARTICLE XXVII (27). HEALTH CARE SAVINGS PLAN (MSRS)**

27.1 The Employer will allow employees to participate in the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The Employer will make contributions on behalf of eligible employees as follows:

- A. All accumulated comp time (defined in 12.5 and 12.7) will be applied to HCSP (MSRS) when employees receive a wage rate increase, i.e., as of employee's annual step increase and December 31<sup>st</sup> of each year. Those employees not receiving a wage rate increase on their anniversary date shall have all accumulated comp time as of December 31<sup>st</sup> of each year applied to the HCSP (MSRS).
- B. Employee's severance pay per Section 22.2 (Sick Leave) of the Labor Agreement will be put into the HCSP (MSRS) upon leaving employment with the County.
- C. An employee who has accumulated 960 hours of sick time will accumulate an additional eight (8) hours of sick leave per month, four (4) hours of which will be applied to the Health Care Savings Plan, and four (4) hours of which will be applied to the "Catastrophic Sick Bank" authorized in Section 17.3 until a total of 1,200 hours of sick leave have been banked. The amount to go in the HCSP (MSRS) will be paid once a year.
- D. The County shall apply the following percentage of employee's base salary per pay period into the HCSP (MSRS). (The cafeteria benefit shall not be included in the calculation of the percentage for the HCSP (MSRS).

0 to 4 years of service	1%
Beginning 5 <sup>th</sup> year to 10 years of service	2%
Beginning 11 <sup>th</sup> year to 15 years of service	3%
Beginning 16 <sup>th</sup> year to 19 years of services	3.5%
Beginning 20 <sup>th</sup> year and over of service	4%

**ARTICLE XXVIII (28). JOINT PREPARATION OF AGREEMENT**

Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

**ARTICLE XXIX (29). WAIVER**

29.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with this Agreement, or hereafter, constitute the complete and entire Agreement between the parties, and conclude collective bargaining for its term, except as provided for in the grievance procedure.

29.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union, each voluntarily and unqualifiedly waives the right to meet and negotiate, regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

**ARTICLE XXX (30). DURATION**

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

**FOR THE COUNTY OF OTTER TAIL**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Director of Human Services

\_\_\_\_\_  
Director of Public Health Staff

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Director of Human Resources

Date: \_\_\_\_\_

JMH:sb/2020-6302/1/25/2022v2

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Roger Meunier, Business Agent

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

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Union Steward

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

Date: \_\_\_\_\_

## APPENDIX A

### HUMAN SERVICES SUPPORT SPECIALISTS AND PUBLIC HEALTH STAFF

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>
Administrative Assistant	Office Support Specialist	A12, A13
Administrative Assistant	Administrative Assistant (Formerly Public Health Clerk)	A12, A13
Administrative Assistant	Administrative Assistant (Formerly Medical Secretary)	A12, A13
Administrative Assistant	Administrative Assistant	A12, A13
Community Health Assistant	Outreach Technician	A13
Community Health Assistant	Community Health Worker	A13
Accounting Specialist	Accounting Technician (Human Services)	B21
Accounting Specialist	Accounting Specialist (Public Health)	B21
Accounting Specialist	Fiscal Officer	B21
Community Services Specialist	Support Enforcement Aide	B21
Administrative Specialist	Administrative Specialist	B21, B22
Community Services Specialist	Case Aide	B21, B22
Community Services Specialist	Child Support Officer	B21, B22
Community Services Specialist	Eligibility Worker	B21, B22
Community Services Specialist	Financial Assistance Specialist	B23
Community Services Professional	Chemical Dependency Counselor	C41, C42
Community Services Professional	Aging Coordinator	C41, C42
Community Health Professional	Nutritionist	C42
Community Health Professional	Sanitarian	C42
Community Health Professional	WIC Program Coordinator	C43

2022 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.22	18.08	18.94	19.79	20.64	21.51	22.24	22.94	23.66	24.38	25.09	25.82	A11
	35,818	37,606	39,395	41,163	42,931	44,741	46,259	47,715	49,213	50,710	52,187	53,706	
A12	18.26	19.17	20.09	20.99	21.90	22.82	23.59	24.34	25.10	25.86	26.63	27.39	A12
	37,981	39,874	41,787	43,659	45,552	47,466	49,067	50,627	52,208	53,789	55,390	56,971	
A13	19.54	20.49	21.47	22.44	23.43	24.42	25.28	26.08	26.89	27.71	28.52	29.30	A13
	40,643	42,619	44,658	46,675	48,734	50,794	52,582	54,246	55,931	57,637	59,322	60,944	
B21	20.99	22.03	23.08	24.12	25.17	26.23	27.10	27.96	28.85	29.73	30.61	31.48	B21
	43,659	45,822	48,006	50,170	52,354	54,558	56,368	58,157	60,008	61,838	63,669	65,478	
B22	22.47	23.60	24.73	25.85	27.00	28.10	29.09	30.00	30.94	31.89	32.81	33.72	B22
	46,738	49,088	51,438	53,768	56,160	58,448	60,507	62,400	64,355	66,331	68,245	70,138	
B23	24.01	25.22	26.41	27.61	28.81	30.01	31.01	32.01	33.00	34.00	35.01	36.02	B23
	49,941	52,458	54,933	57,429	59,925	62,421	64,501	66,581	68,640	70,720	72,821	74,922	
B24	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B24
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B25	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B25
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
B31	26.00	27.33	28.62	29.92	31.22	32.50	33.58	34.66	35.75	36.83	37.90	39.00	B31
	54,080	56,846	59,530	62,234	64,938	67,600	69,846	72,093	74,360	76,606	78,832	81,120	
B32	28.47	29.87	31.28	32.73	34.14	35.59	36.76	37.97	39.14	40.32	41.52	42.70	B32
	59,218	62,130	65,062	68,078	71,011	74,027	76,461	78,978	81,411	83,866	86,362	88,816	
C41	30.60	32.13	33.70	35.21	36.75	38.25	39.55	40.81	42.09	43.36	44.63	45.91	C41
	63,648	66,830	70,096	73,237	76,440	79,560	82,264	84,885	87,547	90,189	92,830	95,493	
C42	32.35	33.97	35.58	37.22	38.82	40.45	41.79	43.16	44.51	45.85	47.19	48.53	C42
	67,288	70,658	74,006	77,418	80,746	84,136	86,923	89,773	92,581	95,368	98,155	100,942	
C43	34.15	35.89	37.57	39.28	40.98	42.69	44.10	45.53	46.99	48.41	49.79	51.23	C43
	71,032	74,651	78,146	81,702	85,238	88,795	91,728	94,702	97,739	100,693	103,563	106,558	
C44	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C44
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C45	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C45
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
C51	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C51
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C52	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C52
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
D61	42.22	44.33	46.45	48.54	50.67	52.80	54.54	56.30	58.07	59.81	61.57	63.35	D61
	87,818	92,206	96,616	100,963	105,394	109,824	113,443	117,104	120,786	124,405	128,066	131,768	
D62	44.28	46.48	48.71	50.92	53.15	55.35	57.20	59.03	60.88	62.72	64.57	66.40	D62
	92,102	96,678	101,317	105,914	110,552	115,128	118,976	122,782	126,630	130,458	134,306	138,112	
D63	46.32	48.66	50.96	53.27	55.60	57.90	59.82	61.78	63.70	65.62	67.56	69.50	D63
	96,346	101,213	105,997	110,802	115,648	120,432	124,426	128,502	132,496	136,490	140,525	144,560	
D64	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D64
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D65	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D65
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
D71	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D71
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D72	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D72
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
E81	54.51	57.25	59.97	62.67	65.41	68.12	70.41	72.69	74.96	77.22	79.51	81.76	E81
	113,381	119,080	124,738	130,354	136,053	141,690	146,453	151,195	155,917	160,618	165,381	170,061	
E82	56.56	59.39	62.21	65.03	67.88	70.68	73.06	75.40	77.75	80.12	82.46	84.84	E82
	117,645	123,531	129,397	135,262	141,190	147,014	151,965	156,832	161,720	166,650	171,517	176,467	
E83	58.61	61.53	64.46	67.39	70.33	73.24	75.69	78.14	80.59	83.03	85.46	87.89	E83
	121,909	127,982	134,077	140,171	146,286	152,339	157,435	162,531	167,627	172,702	177,757	182,811	

\*The 2022 12 Step Salary Schedule reflects a three percent (3%) increase over the 2021 12 Step Salary Schedule.

**2023 12 Step Compensation Schedule**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.69	18.58	19.46	20.33	21.21	22.10	22.85	23.57	24.31	25.05	25.78	26.53	A11
	36,795	38,646	40,477	42,286	44,117	45,968	47,528	49,026	50,565	52,104	53,622	55,182	
A12	18.76	19.70	20.64	21.57	22.50	23.45	24.24	25.01	25.79	26.57	27.36	28.14	A12
	39,021	40,976	42,931	44,866	46,800	48,776	50,419	52,021	53,643	55,266	56,909	58,531	
A13	20.08	21.05	22.06	23.06	24.07	25.09	25.98	26.80	27.63	28.47	29.30	30.11	A13
	41,766	43,784	45,885	47,965	50,066	52,187	54,038	55,744	57,470	59,218	60,944	62,629	
B21	21.57	22.64	23.71	24.78	25.86	26.95	27.85	28.73	29.64	30.55	31.45	32.35	B21
	44,866	47,091	49,317	51,542	53,789	56,056	57,928	59,758	61,651	63,544	65,416	67,288	
B22	23.09	24.25	25.41	26.56	27.74	28.87	29.89	30.83	31.79	32.77	33.71	34.65	B22
	48,027	50,440	52,853	55,245	57,699	60,050	62,171	64,126	66,123	68,162	70,117	72,072	
B23	24.67	25.91	27.14	28.37	29.60	30.84	31.86	32.89	33.91	34.94	35.97	37.01	B23
	51,314	53,893	56,451	59,010	61,568	64,147	66,269	68,411	70,533	72,675	74,818	76,981	
B24	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B24
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B25	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B25
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
B31	26.72	28.08	29.41	30.74	32.08	33.39	34.50	35.61	36.73	37.84	38.94	40.07	B31
	55,578	58,406	61,173	63,939	66,726	69,451	71,760	74,069	76,398	78,707	80,995	83,346	
B32	29.25	30.69	32.14	33.63	35.08	36.57	37.77	39.01	40.22	41.43	42.66	43.87	B32
	60,840	63,835	66,851	69,950	72,966	76,066	78,562	81,141	83,658	86,174	88,733	91,250	
C41	31.44	33.01	34.63	36.18	37.76	39.30	40.64	41.93	43.25	44.55	45.86	47.17	C41
	65,395	68,661	72,030	75,254	78,541	81,744	84,531	87,214	89,960	92,664	95,389	98,114	
C42	33.24	34.90	36.56	38.24	39.89	41.56	42.94	44.35	45.73	47.11	48.49	49.86	C42
	69,139	72,592	76,045	79,539	82,971	86,445	89,315	92,248	95,118	97,989	100,859	103,709	
C43	35.09	36.88	38.60	40.36	42.11	43.86	45.31	46.78	48.28	49.74	51.16	52.64	C43
	72,987	76,710	80,288	83,949	87,589	91,229	94,245	97,302	100,422	103,459	106,413	109,491	
C44	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C44
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C45	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C45
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
C51	37.63	39.48	41.35	43.26	45.13	47.00	48.57	50.14	51.69	53.26	54.82	56.40	C51
	78,270	82,118	86,008	89,981	93,870	97,760	101,026	104,291	107,515	110,781	114,026	117,312	
C52	40.77	42.81	44.82	46.87	48.92	50.93	52.66	54.34	56.04	57.74	59.45	61.13	C52
	84,802	89,045	93,226	97,490	101,754	105,934	109,533	113,027	116,563	120,099	123,656	127,150	
D61	43.38	45.55	47.73	49.87	52.06	54.25	56.04	57.85	59.67	61.45	63.26	65.09	D61
	90,230	94,744	99,278	103,730	108,285	112,840	116,563	120,328	124,114	127,816	131,581	135,387	
D62	45.50	47.76	50.05	52.32	54.61	56.87	58.77	60.65	62.55	64.44	66.35	68.23	D62
	94,640	99,341	104,104	108,826	113,589	118,290	122,242	126,152	130,104	134,035	138,008	141,918	
D63	47.59	50.00	52.36	54.73	57.13	59.49	61.47	63.48	65.45	67.42	69.42	71.41	D63
	98,987	104,000	108,909	113,838	118,830	123,739	127,858	132,038	136,136	140,234	144,394	148,533	
D64	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D64
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D65	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D65
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
D71	50.22	52.75	55.25	57.76	60.27	62.80	64.89	66.97	69.07	71.15	73.25	75.33	D71
	104,458	109,720	114,920	120,141	125,362	130,624	134,971	139,298	143,666	147,992	152,360	156,686	
D72	53.38	56.04	58.71	61.40	64.06	66.73	68.98	71.19	73.39	75.61	77.84	80.08	D72
	111,030	116,563	122,117	127,712	133,245	138,798	143,478	148,075	152,651	157,269	161,907	166,566	
E81	56.01	58.82	61.62	64.39	67.21	69.99	72.35	74.69	77.02	79.34	81.70	84.01	E81
	116,501	122,346	128,170	133,931	139,797	145,579	150,488	155,355	160,202	165,027	169,936	174,741	
E82	58.12	61.02	63.92	66.82	69.75	72.62	75.07	77.47	79.89	82.32	84.73	87.17	E82
	120,890	126,922	132,954	138,986	145,080	151,050	156,146	161,138	166,171	171,226	176,238	181,314	
E83	60.22	63.22	66.23	69.24	72.26	75.25	77.77	80.29	82.81	85.31	87.81	90.31	E83
	125,258	131,498	137,758	144,019	150,301	156,520	161,762	167,003	172,245	177,445	182,645	187,845	

\*The 2023 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2022 12 Step Salary Schedule.

2024 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	18.18	19.09	20.00	20.89	21.79	22.71	23.48	24.22	24.98	25.74	26.49	27.26	A11
	37,814	39,707	41,600	43,451	45,323	47,237	48,838	50,378	51,958	53,539	55,099	56,701	
A12	19.28	20.24	21.21	22.16	23.12	24.09	24.91	25.70	26.50	27.30	28.11	28.91	A12
	40,102	42,099	44,117	46,093	48,090	50,107	51,813	53,456	55,120	56,784	58,469	60,133	
A13	20.63	21.63	22.67	23.69	24.73	25.78	26.69	27.54	28.39	29.25	30.11	30.94	A13
	42,910	44,990	47,154	49,275	51,438	53,622	55,515	57,283	59,051	60,840	62,629	64,355	
B21	22.16	23.26	24.36	25.46	26.57	27.69	28.62	29.52	30.46	31.39	32.31	33.24	B21
	46,093	48,381	50,669	52,957	55,266	57,595	59,530	61,402	63,357	65,291	67,205	69,139	
B22	23.72	24.92	26.11	27.29	28.50	29.66	30.71	31.68	32.66	33.67	34.64	35.60	B22
	49,338	51,834	54,309	56,763	59,280	61,693	63,877	65,894	67,933	70,034	72,051	74,048	
B23	25.35	26.62	27.89	29.15	30.41	31.69	32.74	33.79	34.84	35.90	36.96	38.03	B23
	52,728	55,370	58,011	60,632	63,253	65,915	68,099	70,283	72,467	74,672	76,877	79,102	
B24	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B24
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B25	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B25
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
B31	27.45	28.85	30.22	31.59	32.96	34.31	35.45	36.59	37.74	38.88	40.01	41.17	B31
	57,096	60,008	62,858	65,707	68,557	71,365	73,736	76,107	78,499	80,870	83,221	85,634	
B32	30.05	31.53	33.02	34.55	36.04	37.58	38.81	40.08	41.33	42.57	43.83	45.08	B32
	62,504	65,582	68,682	71,864	74,963	78,166	80,725	83,366	85,966	88,546	91,166	93,766	
C41	32.30	33.92	35.58	37.17	38.80	40.38	41.76	43.08	44.44	45.78	47.12	48.47	C41
	67,184	70,554	74,006	77,314	80,704	83,990	86,861	89,606	92,435	95,222	98,010	100,818	
C42	34.15	35.86	37.57	39.29	40.99	42.70	44.12	45.57	46.99	48.41	49.82	51.23	C42
	71,032	74,589	78,146	81,723	85,259	88,816	91,770	94,786	97,739	100,693	103,626	106,558	
C43	36.05	37.89	39.66	41.47	43.27	45.07	46.56	48.07	49.61	51.11	52.57	54.09	C43
	74,984	78,811	82,493	86,258	90,002	93,746	96,845	99,986	103,189	106,309	109,346	112,507	
C44	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C44
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C45	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C45
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
C51	38.66	40.57	42.49	44.45	46.37	48.29	49.91	51.52	53.11	54.72	56.33	57.95	C51
	80,413	84,386	88,379	92,456	96,450	100,443	103,813	107,162	110,469	113,818	117,166	120,536	
C52	41.89	43.99	46.05	48.16	50.27	52.33	54.11	55.83	57.58	59.33	61.08	62.81	C52
	87,131	91,499	95,784	100,173	104,562	108,846	112,549	116,126	119,766	123,406	127,046	130,645	
D61	44.57	46.80	49.04	51.24	53.49	55.74	57.58	59.44	61.31	63.14	65.00	66.88	D61
	92,706	97,344	102,003	106,579	111,259	115,939	119,766	123,635	127,525	131,331	135,200	139,110	
D62	46.75	49.07	51.43	53.76	56.11	58.43	60.39	62.32	64.27	66.21	68.17	70.11	D62
	97,240	102,066	106,974	111,821	116,709	121,534	125,611	129,626	133,682	137,717	141,794	145,829	
D63	48.90	51.38	53.80	56.24	58.70	61.13	63.16	65.23	67.25	69.27	71.33	73.37	D63
	101,712	106,870	111,904	116,979	122,096	127,150	131,373	135,678	139,880	144,082	148,366	152,610	
D64	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D64
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D65	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D65
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
D71	51.60	54.20	56.77	59.35	61.93	64.53	66.67	68.81	70.97	73.11	75.26	77.40	D71
	107,328	112,736	118,082	123,448	128,814	134,222	138,674	143,125	147,618	152,069	156,541	160,992	
D72	54.85	57.58	60.32	63.09	65.82	68.57	70.88	73.15	75.41	77.69	79.98	82.28	D72
	114,088	119,766	125,466	131,227	136,906	142,626	147,430	152,152	156,853	161,595	166,358	171,142	
E81	57.55	60.44	63.31	66.16	69.06	71.91	74.34	76.74	79.14	81.52	83.95	86.32	E81
	119,704	125,715	131,685	137,613	143,645	149,573	154,627	159,619	164,611	169,562	174,616	179,546	
E82	59.72	62.70	65.68	68.66	71.67	74.62	77.13	79.60	82.09	84.58	87.06	89.57	E82
	124,218	130,416	136,614	142,813	149,074	155,210	160,430	165,568	170,747	175,926	181,085	186,306	
E83	61.88	64.96	68.05	71.14	74.25	77.32	79.91	82.50	85.09	87.66	90.22	92.79	E83
	128,710	135,117	141,544	147,971	154,440	160,826	166,213	171,600	176,987	182,333	187,658	193,003	

\*The 2024 12 Step Salary Schedule reflects a two point seventy five percent (2.75%) increase over the 2023 12 Step Salary Schedule.



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OTTER TAIL COUNTY  
FERGUS FALLS, MINNESOTA**

**AND**

**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT  
EMPLOYEES' UNION, LOCAL 320**

*Representing*

**Human Services Professional Unit**

WHEREAS, Teamsters Local 320 is the Exclusive Representative for the following employees: "All professional employees of the Otter Tail County Department of Human Services who are social workers and public employees, which excludes supervisors, confidential employees, and all other employees in this department."

WHEREAS, there exists a Labor Agreement between Otter Tail County and Teamsters Local 320, with said contract in effect from January 1, 2022 through December 31, 2024.

WHEREAS, Article 13 of the Labor Agreement provides that employees will be paid when on-call and is entitled to a minimum of two (2) hours when called to duty during this on-call time as further set forth in Section 13.7.

WHEREAS, the Minnesota Department of Human Services implemented Minn. Admin. Rule 9560.0232 requiring that local child welfare agencies must screen child maltreatment reports within 24-hours. This requirement creates an additional task for an on-call employee to review all systems in which child maltreatment reports may be received at least once every 24-hours.

NOW THEREFORE, it is mutually agreed and understood as follows:

Checking for intake reports, along with possible phone calls and follow-up with a supervisor related to reports, is an additional task required to be performed during on-call shifts that does not require an employee to be called to duty during the employee's on-call time. An employee who, while on-call, is expected to check for intake reports shall be compensated at one and one half (1½) times their normal base pay rate, in 15-minute increments, for the amount of time it takes to check appropriate systems for intake child and adult welfare reports, phone calls and follow-up with a supervisor as determined appropriate. If, as a consequence of checking for intake reports, phone calls, and follow-up, the employee is then called to duty, the employee will instead receive the minimum two (2) hours pay pursuant to the Labor Agreement.

FOR OTTER TAIL COUNTY:

FOR TEAMSTERS:

\_\_\_\_\_  
Chair, Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
Business Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
County Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Steward  
Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OTTER TAIL COUNTY  
FERGUS FALLS, MINNESOTA**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
REPRESENTING  
ESSENTIAL NON-LICENSED SUPERVISORY UNIT  
LOCAL NO. 398**

WHEREAS, Law Enforcement Labor Services, Inc., is the Exclusive Representative for the following employees: Essential Non-Licensed Supervisory Unit, Local No. 398, as defined in Article 2 Recognition.

WHEREAS, there exists a Labor Agreement between Otter Tail County and Law Enforcement Labor Services, Inc., with said contract in effect from January 1, 2020 through December 31, 2022.

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

WHEREAS, the Otter Tail County Board of Commissioners adopted a new Salary Schedule based upon a market study completed in 2021, which updates the Salary Schedule in Appendix B of the current Labor Agreement, effective January 1, 2022. No adjustment will be made to union employees without consent of the union and after full execution and approval of this Memorandum of Understanding.

NOW THEREFORE, it is mutually agreed and understood as follows:

Law Enforcement Labor Services, Inc., hereby consents to members of the Essential Non-Licensed Supervisory Unit, Local No. 398, to be placed on the new wage schedule (see attached) as contemplated pursuant to the new Salary Schedule for 2022, effective January 1, 2022. This new wage schedule shall replace the wage schedule currently attached to the Labor Agreement in Appendix B for 2022.

All other terms and conditions of said Labor Agreement between Otter Tail County and Law Enforcement Labor Services, Inc., in effect from January 1, 2020 through December 31, 2022 remain in effect.

FOR OTTER TAIL COUNTY:

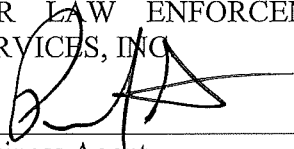
\_\_\_\_\_  
Chair, Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

FOR LAW ENFORCEMENT LABOR SERVICES, INC

  
\_\_\_\_\_  
Business Agent

Date: 1-3-22

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

## Otter Tail County Public Health COVID-19 Impact Survey Results

In 2021, Otter Tail County Public Health (OTCPH) conducted a convenience sample survey to gain an understanding of how the COVID-19 pandemic impacted their community. OTCPH shared COVID-19 impact survey links on social media platforms and with individuals attending Otter Tail County Public Health COVID-19 vaccine clinics during July and August. A total of 280 surveys were completed, gathered, and analyzed. Single variable frequency analysis and cross tabulation was used to examine the relationships among areas of interest including health care access, mental health, and financial health. OTCPH will use the survey results to gain a stronger understanding of the post-pandemic needs of the community. The data, along with ongoing community health assessment results, will help direct the future Community Health Improvement Plan and provide a foundation for pandemic recovery efforts.

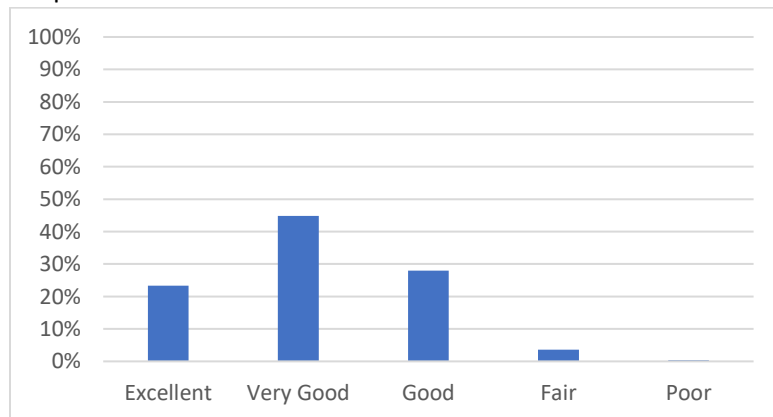
### Overview

- Overall, general health status was rated as positive.
- Community members were more likely to report that their mental health worsened compared to their physical health since the beginning of the COVID-19 pandemic.
- Females reported a lower quality of life compared to males during the COVID-19 pandemic.
- Many community members delayed health care during the COVID-19 pandemic. Dental care was the most common health care delay.
- During the COVID-19 pandemic, change in daily routine and change in physical activity were impacted the most.
- Over 40% of the respondents reported a decrease in social connections with their neighbors, family, and friends.
- Some respondents reported worsening of their financial situation and decreases in household income during the COVID-19 pandemic.

### General Health Status

General health status was overwhelmingly positive, with 96% of respondents reporting their general health status as “Excellent”, “Very Good”, or “Good” (Graph I). Eighty-five percent of respondents reported their physical health remained the same or improved since the beginning of the COVID-19 pandemic.

Graph I: General Health Status

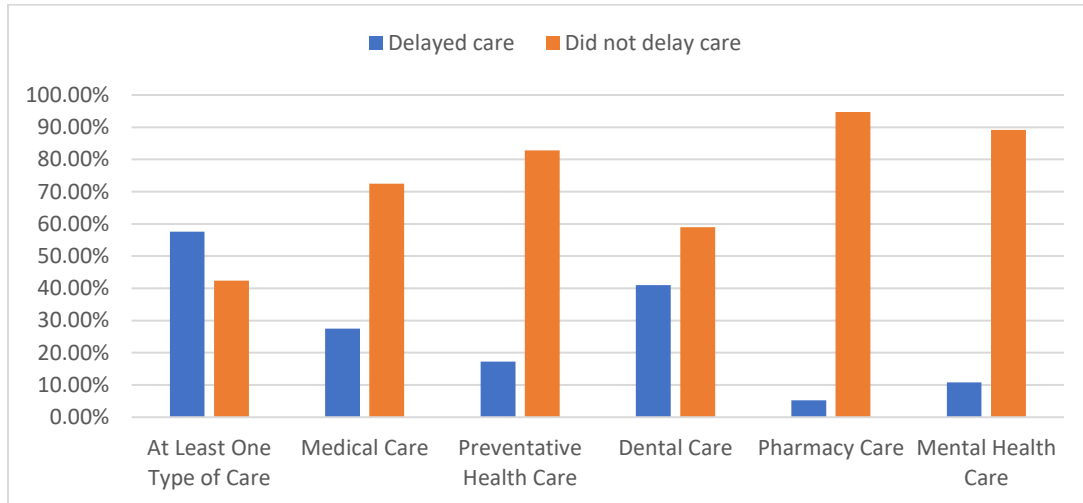


*Percentage of respondents who reported “excellent, very good, good, fair, or poor” health*

## Health Care Delay

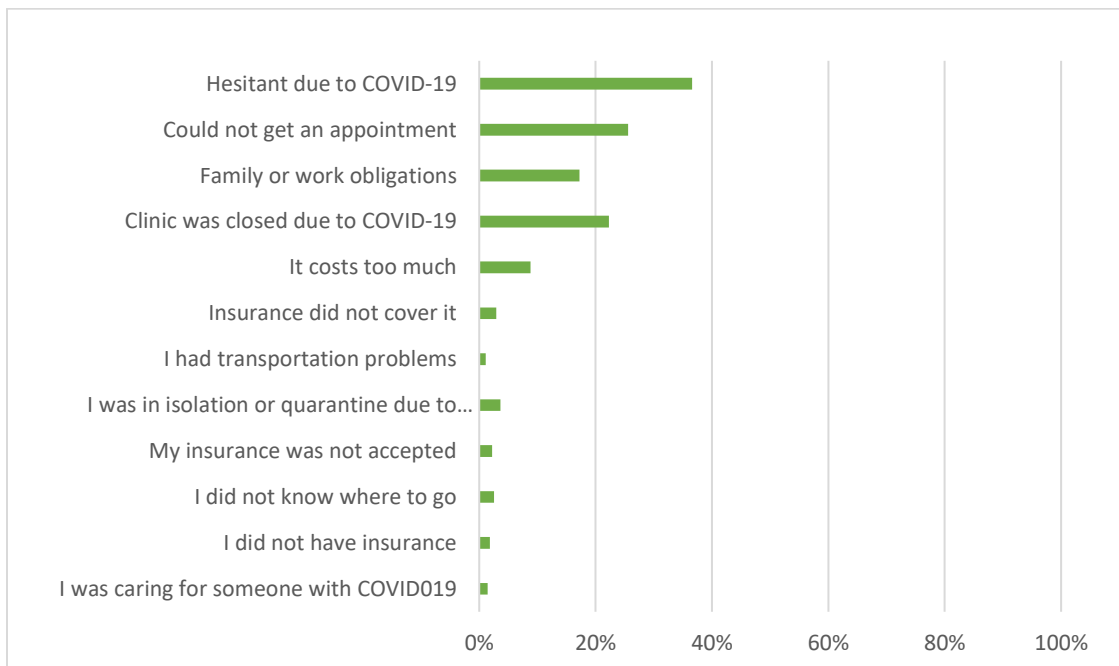
Survey respondents reported delaying health care during the COVID-19 pandemic (Graph II). Fifty-eight percent of respondents reported delaying at least one type of care during the COVID-19 pandemic. Dental care was the most common reported health care delay, with 41% of respondents reporting a delay in dental care.

Graph II: Delay in care reported for each type of recommended health care visit



Several factors influenced health care delay during the COVID-19 pandemic (Graph III). The top reasons for delaying care among those who reported any type of health care delay during the COVID-19 pandemic included hesitancy due to COVID-19, inability to get an appointment, clinic closed due to COVID-19, and family or work obligations.

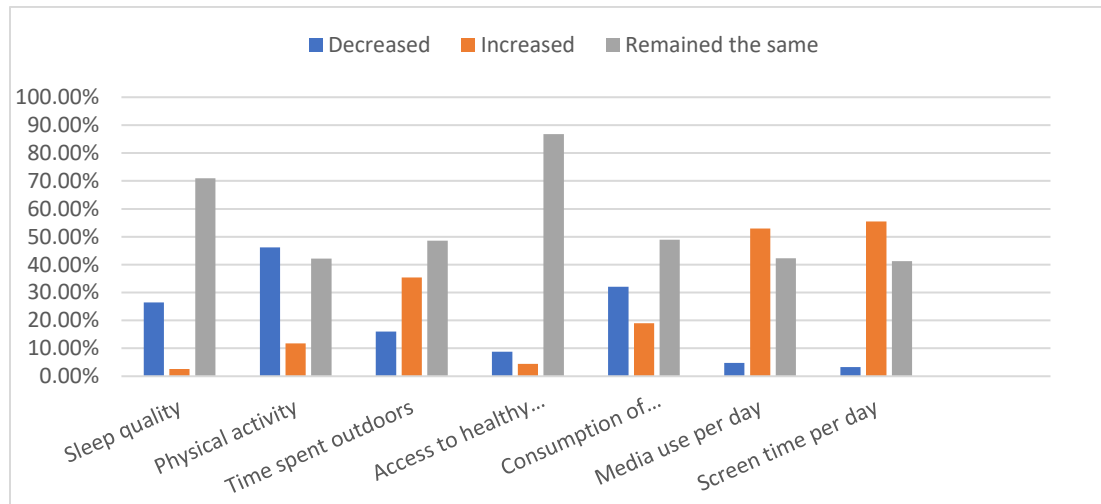
Graph III: Factors influencing health care delay during the COVID-19 pandemic



## Health Behaviors

OTCPH asked respondents what health behaviors were impacted since the beginning of the COVID-19 pandemic. The behaviors most impacted included change in daily routine (50% impacted) and change in physical activity (41% impacted). Similarly, respondents were asked to mark if certain behaviors increased, remained the same, or decreased during the COVID-19 pandemic. As can be seen in Graph IV, physical activity decreased the most, while screen time increased the most.

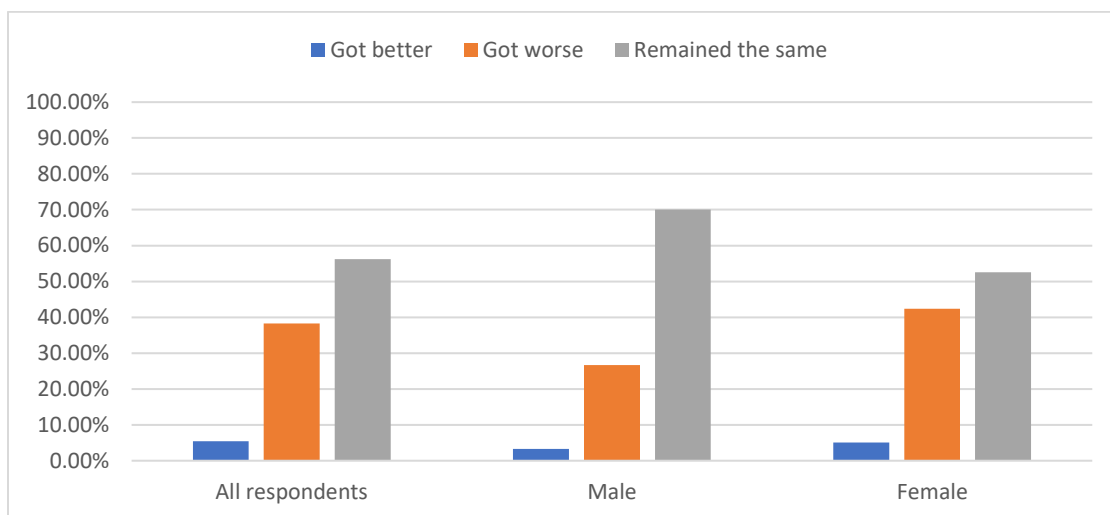
Graph IV: COVID-19 impact on health behaviors



## Mental Health and Social Connection

OTCPH asked respondents to report how their mental health had changed or not changed since the beginning of the COVID-19 pandemic (Graph V). Thirty-eight percent of all respondents reported worsening of mental health. A higher percentage of females (42%) reported worsening mental health during the COVID-19 pandemic compared to males (27%).

Graph V: Change in mental health during the COVID-19 pandemic: all, male, and female



The WHO-5 mental wellbeing questionnaire was used to measure respondents' mental wellbeing and quality of life. This 5-item questionnaire measures quality of life and mental wellbeing on a scale from 0-100 with 0 representing the worst possible and 100 representing the best possible quality of life. Females reported an overall lower quality of life compared to males during the COVID-19 pandemic. Married individuals reported higher quality of life compared to unmarried individuals. Those who reported delaying any type of care reported a lower of quality of life compared to those who did not delay any type of care (Table I).

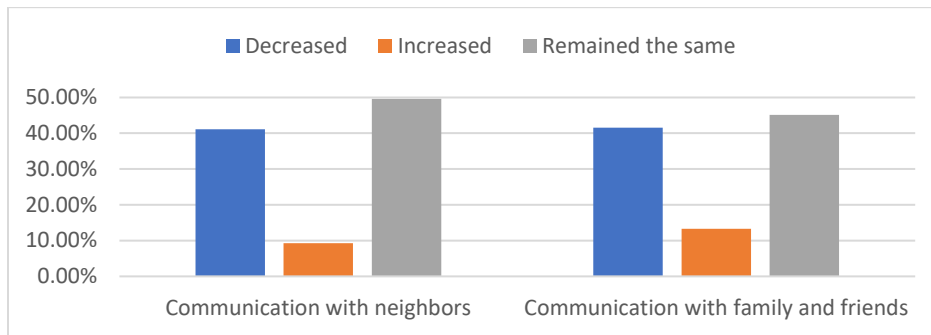
Table I: Mental Wellbeing and Quality of Life

	Average WHO-5 score
<b>All respondents</b>	56.39
<b>Male</b>	62.78
<b>Female</b>	54.06
<b>Married</b>	57.38
<b>Not Married</b>	51.24
<b>Delayed any type of care</b>	52.19
<b>Did not delay any type of care</b>	62.50
<b>Delayed mental health care</b>	36.00
<b>Did not delay mental health care</b>	58.90
<b>Delayed medical care</b>	49.58
<b>Did not delay medical care</b>	59.02
<b>Delayed preventative care</b>	50.09
<b>Did not delay preventative care</b>	57.77

A greater percentage of individuals who reported delaying mental health care during the COVID-19 pandemic reported a worsening of mental health compared to those who did not report delaying mental health care. Though the sample size is relatively small and should be interpreted with caution, of those who reported delaying mental health care, 89% reported worsening of mental health compared to 32% of those who did not report delaying mental health care.

Communication with family, friends, and neighbors decreased during the COVID-19 pandemic. Forty-one percent of respondents reported a decrease in communication with neighbors. Forty-two percent of respondents reported a decrease in communication with family and friends.

Graph VI: Communication Patterns with Neighbors, Family, and Friends during COVID-19



OTCPH asked respondents to report incidence of intimate partner violence since the beginning of the COVID-19 pandemic. Intimate partner violence is a preventable public health concern that impacts many community members. The sample size answering “yes” to intimate partner violence was too small to draw any meaningful conclusions on the follow-up question regarding any change in this behavior during the COVID-19 pandemic.

Respondents identified their perspective on community resilience during the COVID-19 pandemic. Fifty-nine percent agreed or strongly agreed they could count on their community to respond during the COVID-19 pandemic. Sixty-one percent agreed or strongly agreed they could count on their community to fully recover.

### Substance Use

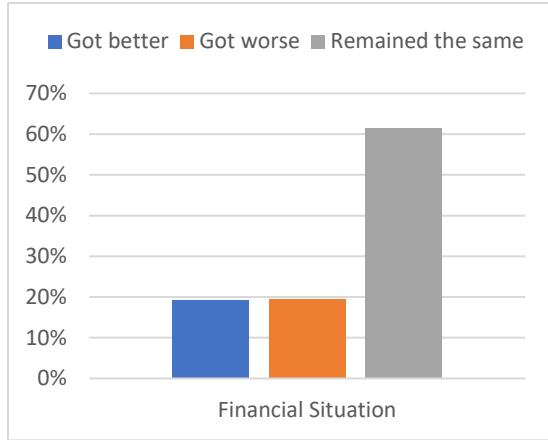
During the COVID-19 pandemic, alcohol use increased for 18% of respondents. Tobacco use increased for 4% of respondents. Stress and boredom were the main reasons for increased substance use. Of those who reported any substance use increase, 43% were somewhat concerned (37%) or very concerned (6%) about their increase.

### Financial Health

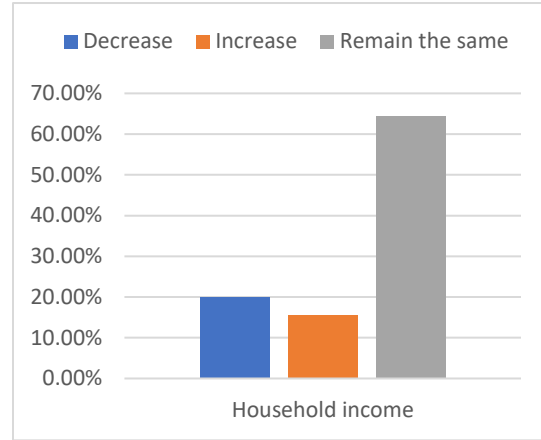


Worsening of their financial situation during the COVID-19 pandemic was reported by 19.5% of respondents (Graph VIII). Since the beginning of the COVID-19 pandemic, 20% of respondents reported a decrease in household income (Graph IX).

Graph VIII: Financial Situation



Graph IX: Household Income



For those who had their financial situation worsen, the main impacts noted were loss of job (44%), loss of hours at work (29%), and new illness or disability in the family (25%). Thirty-six percent reported being worried or stressed about paying for one or more expense(s) during the COVID-19 pandemic. Respondents were most worried about paying for rent or mortgage (13%) and credit cards (13%).

### Summary/Conclusion

The COVID-19 pandemic impacted our community in many ways. The greatest impacts were reported in mental health, social connections, delayed health care, delayed dental care, and financial situations. General health status was positive, with more respondents reporting a decline in their mental health compared to their physical health.

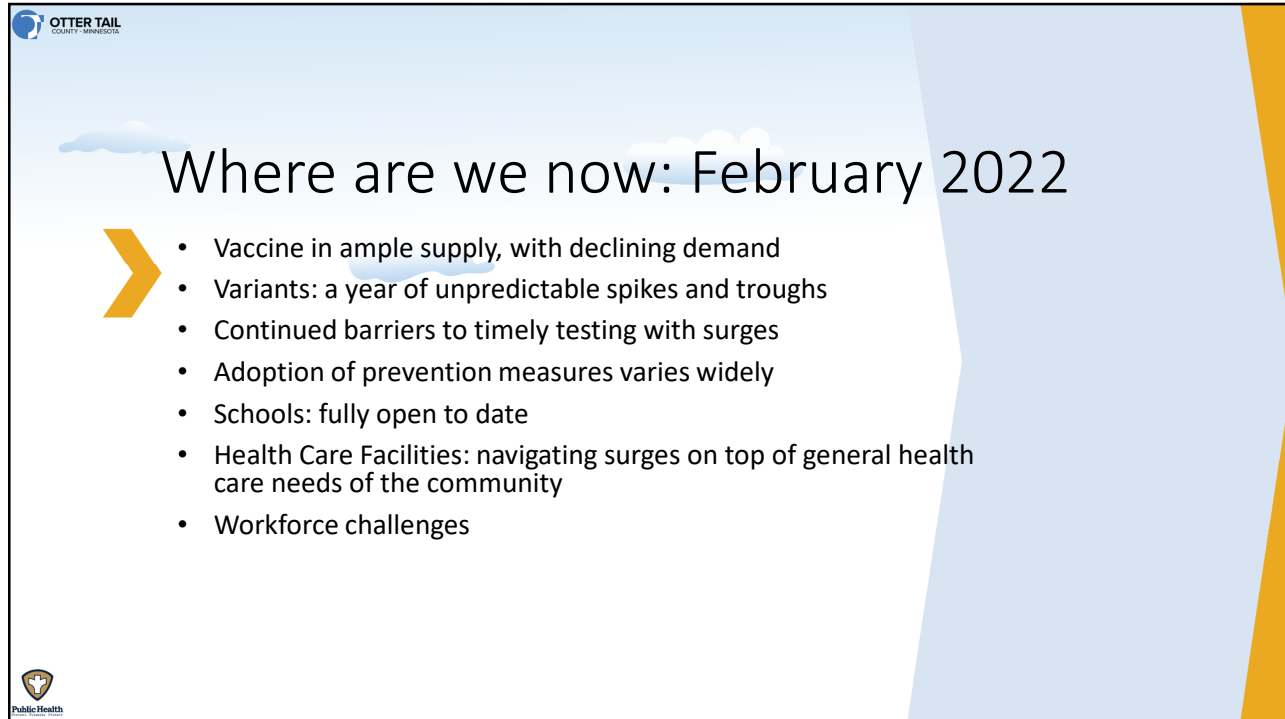
The responses collected from this convenience sample survey reflect the experiences of those who completed the survey. The data shared in this report cannot be generalized to the entire population of Otter Tail County.

1

## A look back: January/February 2021

- Just starting to vaccinate (first clinic 1/11/2021)
- Coming off the “fall surge” in cases
- Peacetime Emergency and Executive Orders in place
- Most local schools were in some sort of hybrid learning model
- Supporting State Vaccination Pilot Site

2



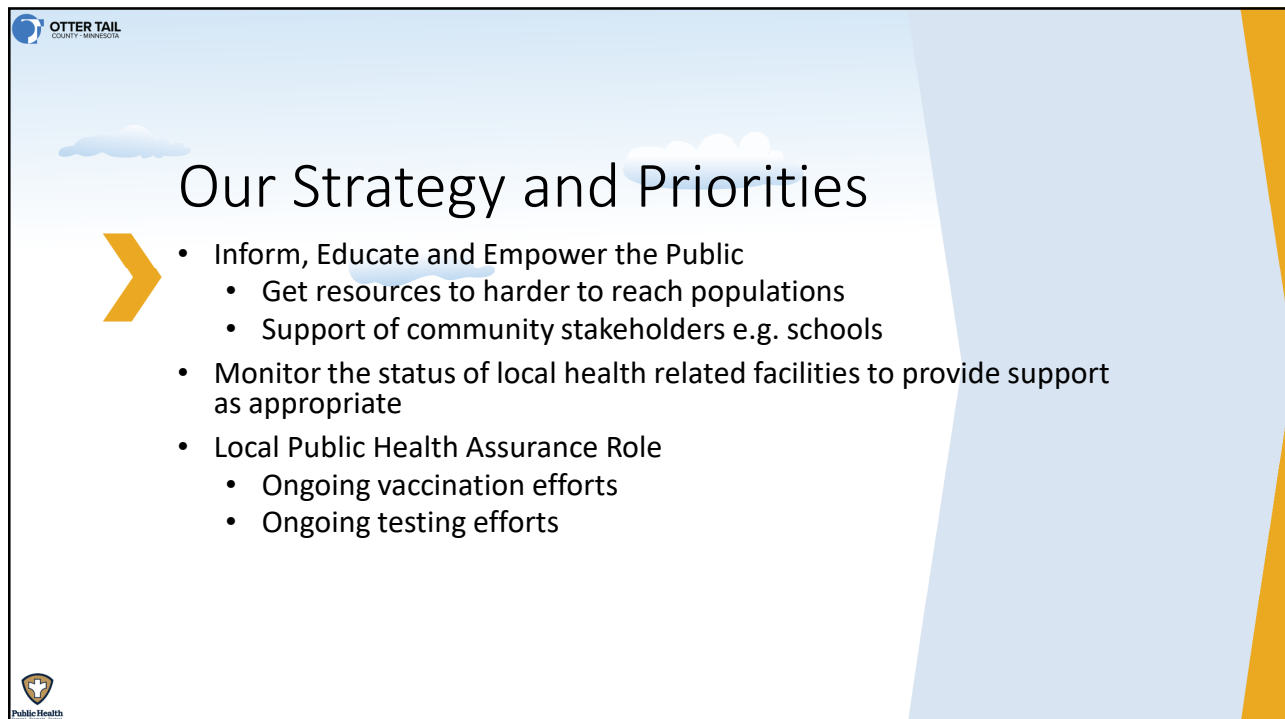
OTTER TAIL  
COUNTY - MINNESOTA

## Where are we now: February 2022

- Vaccine in ample supply, with declining demand
- Variants: a year of unpredictable spikes and troughs
- Continued barriers to timely testing with surges
- Adoption of prevention measures varies widely
- Schools: fully open to date
- Health Care Facilities: navigating surges on top of general health care needs of the community
- Workforce challenges

Public Health

3



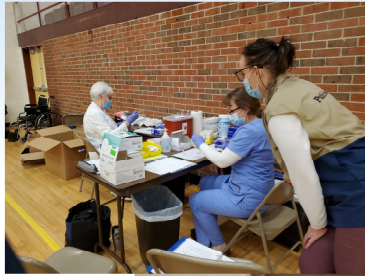
OTTER TAIL  
COUNTY - MINNESOTA

## Our Strategy and Priorities

- Inform, Educate and Empower the Public
  - Get resources to harder to reach populations
  - Support of community stakeholders e.g. schools
- Monitor the status of local health related facilities to provide support as appropriate
- Local Public Health Assurance Role
  - Ongoing vaccination efforts
  - Ongoing testing efforts

Public Health

4



# COVID-19 Vaccination

## What we did in 2021

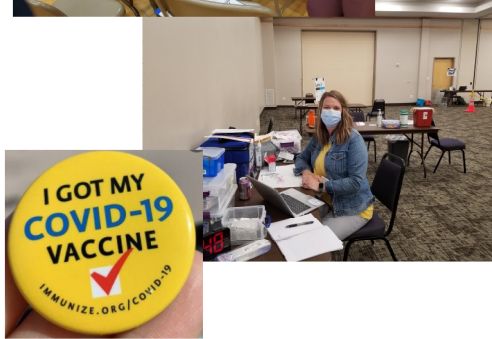
- Hosted and staffed vaccine events across the county
- Supported the state pilot site for vaccination
- Vaccination support of health-related facilities

## What's changed

- Use of Social Vulnerability Index to inform
- Cadence to vaccination efforts

## › Results

- 124 Vaccine events in 2021
- Administered **9,102** Covid-19 Vaccine doses in 2021 \*add'l 1000+ flu vaccines given
- Partnered with **39 sites** to host vaccine clinics



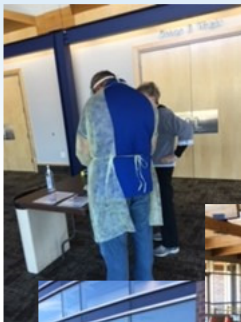
PREVENT



PROMOTE



PROTECT



# COVID-19 Testing

## What we did in 2021

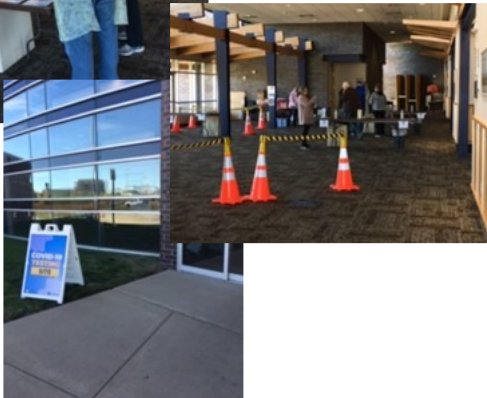
- Surveillance of testing access
- Pilot county for testing access expansion

## What's changed

- Testing demand exceeds local capacity with surges
- Access to over-the-counter test kits
- Working toward access to Zoom enabled vault saliva kits

## › Results

- 13 testing events in 2021 (Started October 22<sup>nd</sup>)
- 544 tests in 2021



PREVENT



PROMOTE



PROTECT



## Support of Community Needs



**What we did in 2021**

- Provided essential services
- 12,540 staff hours to response

**What's changed**

- Working toward a "day to day" response mode
- Distributing test kits and masks in low access areas

› **Results**

- 360 rapid test kits distributed
- 25 essential service requests filled



**PREVENT**




**PROMOTE**

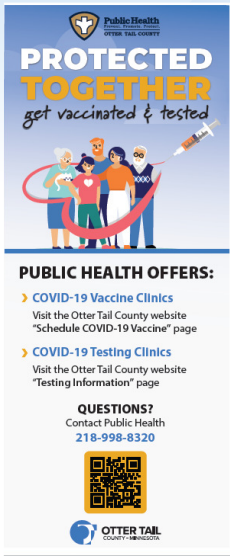


**PROTECT**

7



## Public Education



**What we did in 2021**


- "Protected Together" campaign
- Presence on multiple media platforms

**What's changed**


- Continuing to work on sharing accurate information and resources
- Paring down website for easier maintenance

› **Results**


- COVID-19 Situation Update **18,448**
- COVID-19 Dashboard **11,933**
- Social media reach **605,902**
- 21 press releases



**PREVENT**



**PROMOTE**



**PROTECT**

8

**OTTER TAIL COUNTY - MINNESOTA**

**PROTECTED TOGETHER**  
get vaccinated

Use your smartphone to find COVID-19 vaccine providers, or call 218-998-8320 for more information. You can also visit [www.ottertailcounty.org/health-services/covid-19](https://www.ottertailcounty.org/health-services/covid-19) for more information.

**Reserve Your Vaccine Appointment**

**Star Line Senior Public Health**  
1000 1st Street SW  
Decorah, MN 56001  
507-281-5500

**Healthcare Health**  
1000 1st Street SW  
Decorah, MN 56001  
507-281-5500

**Lake Region Healthcare**  
1000 1st Street SW  
Decorah, MN 56001  
507-281-5500

**Public Health**  
1000 1st Street SW  
Decorah, MN 56001  
507-281-5500

**Senior Care**  
1000 1st Street SW  
Decorah, MN 56001  
507-281-5500

**COVID-19 Vaccine Available**

**HOW TO PROTECT OTHERS**

Practice social distancing      Wash your hands regularly

Get tested when sick      If you don't feel well, stay home

Wear a mask to protect others

Public Health      OTTER TAIL

218-998-8320

**OTTER TAIL COUNTY - MINNESOTA PUBLIC HEALTH**

As new COVID-19 cases trend down, Otter Tail County Public Health encourages you to take steps to stay healthy. Stay home when sick, social distance, mask up, avoid crowds and get vaccinated when you are eligible.

**Vaccine Information Line**  
218-998-8378 or 833-445-1578  
[ottertailcounty.mn.us/covid-19-vaccine](https://www.ottertailcounty.mn.us/covid-19-vaccine)

**COMMON SIDE EFFECTS**  
Do like you when you get the shot.

**REMARKS**

1. If you have any symptoms of COVID-19, do not get the shot.

2. If you have a fever, do not get the shot.

3. If you have a fever, do not get the shot.

4. If you have a fever, do not get the shot.

5. If you have a fever, do not get the shot.

6. If you have a fever, do not get the shot.

7. If you have a fever, do not get the shot.

8. If you have a fever, do not get the shot.

9. If you have a fever, do not get the shot.

10. If you have a fever, do not get the shot.

**CALL YOUR VACCINE PROVIDER**

1. Call your vaccine provider for more information.

2. Call your vaccine provider for more information.

3. Call your vaccine provider for more information.

4. Call your vaccine provider for more information.

5. Call your vaccine provider for more information.

6. Call your vaccine provider for more information.

7. Call your vaccine provider for more information.

8. Call your vaccine provider for more information.

9. Call your vaccine provider for more information.

10. Call your vaccine provider for more information.

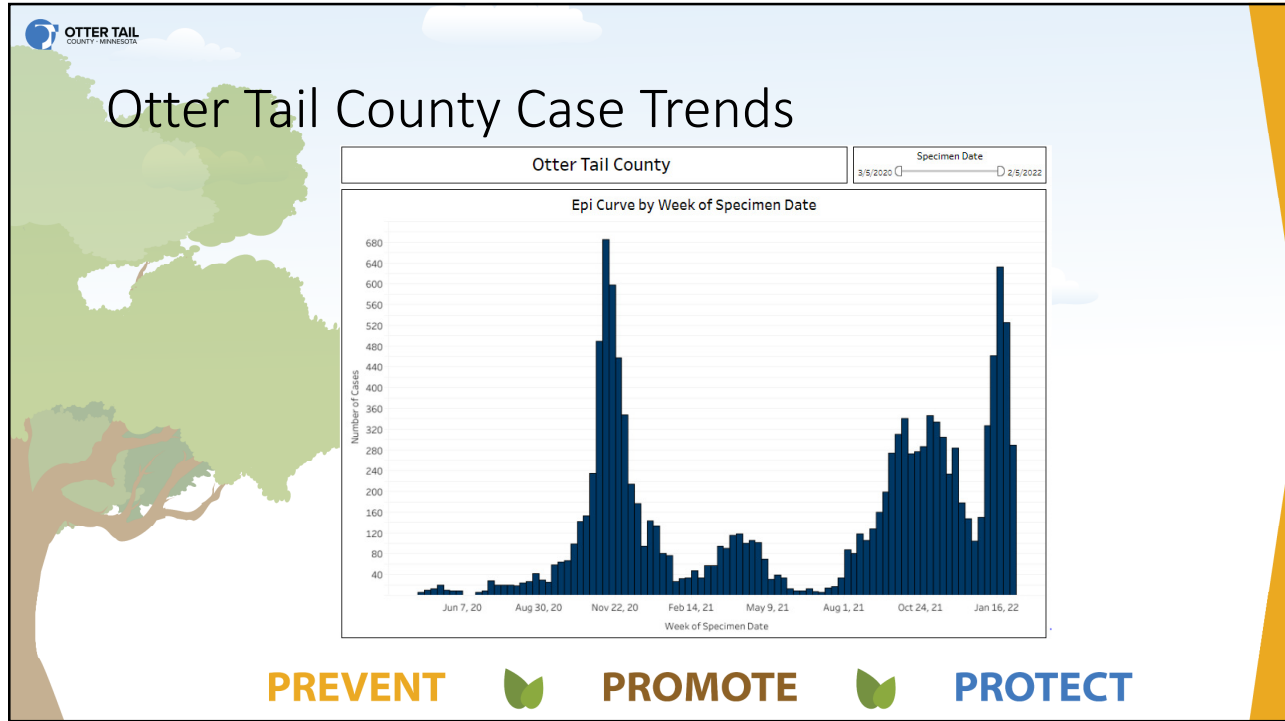
**PREVENT      PROMOTE      PROTECT**

9

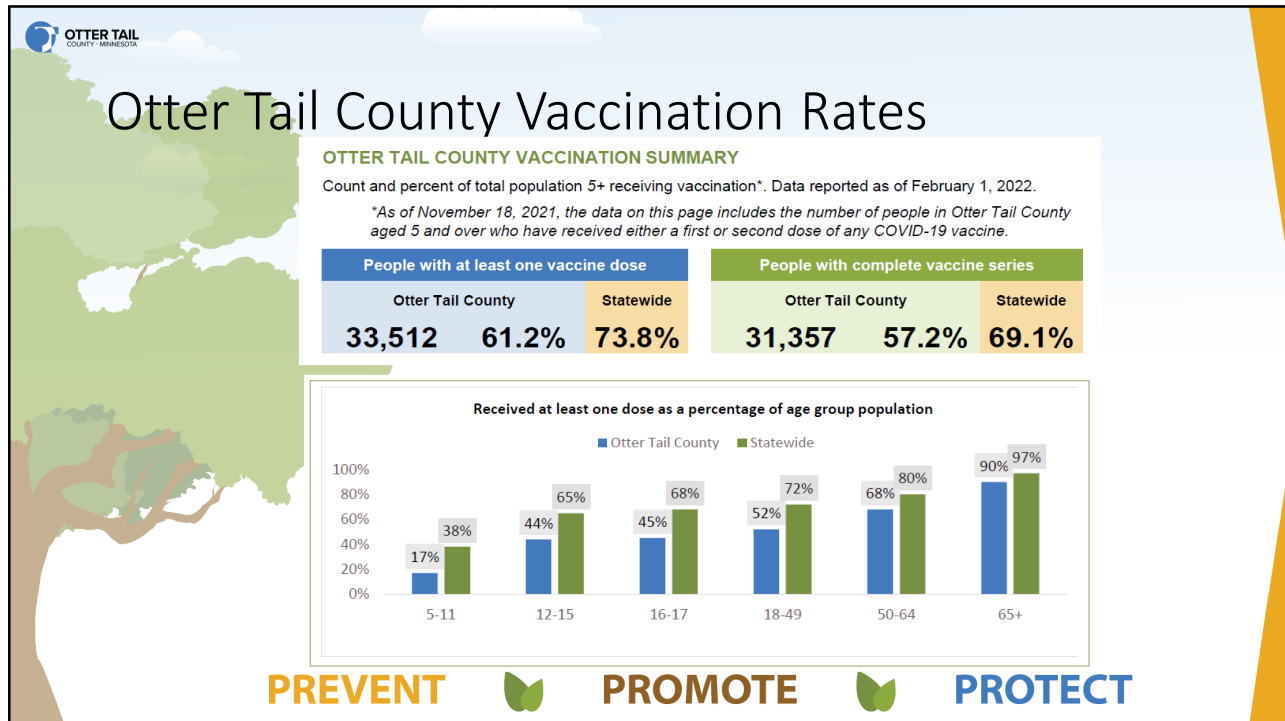
**Data Overview**

**LIVE YOUR best life HERE.**

10



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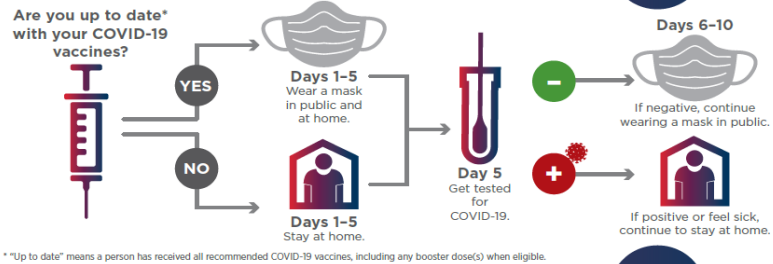


12

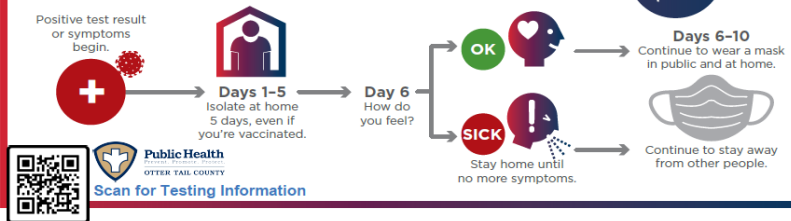
## Updated Guidance: Isolation & Quarantine

### Isolation and Quarantine Guidelines

#### If you've been around someone who has COVID-19:



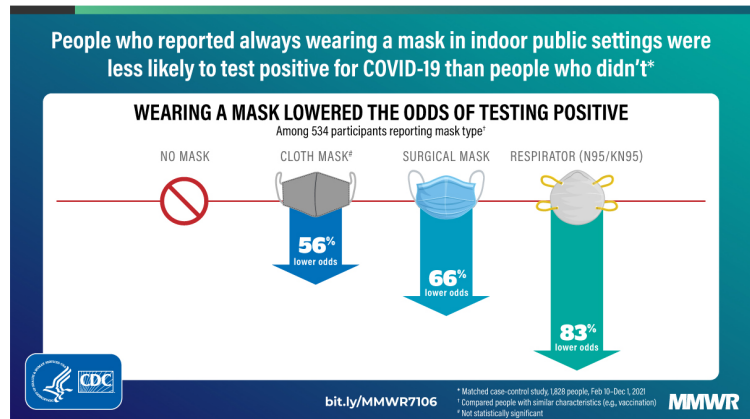
#### If you test positive for COVID-19 or have symptoms:



13

## Updated Guidance: Masking

- Wear a good fitting, high quality mask
- N95, KN95
- Consider double mask
  - surgical mask under well fitting cloth mask



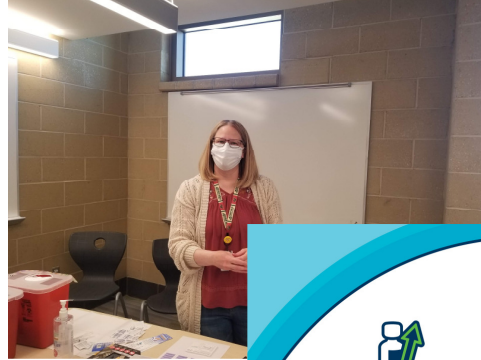
February 4<sup>th</sup>, 2022, MMWR  
[https://www.cdc.gov/mmwr/volumes/71/wr/mm7106e1.htm?s\\_cid=mm7106e1\\_w](https://www.cdc.gov/mmwr/volumes/71/wr/mm7106e1.htm?s_cid=mm7106e1_w)

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## Updated Guidance: Vaccination

- COVID-19 vaccination recommended for everyone age 5 and up
- Booster shots provide updated COVID protection
  - Recommended for everyone ages 12 and up
  - Timing/eligibility varies
- On January 31, the FDA approved a second COVID-19 vaccine: the Moderna COVID-19 Vaccine
  - The approved vaccine will be marketed as Spikevax for the prevention of COVID-19 in individuals 18 years of age and older.



Everyone 12 and older should get a COVID-19 booster shot.

STAY SAFE MN

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## Updated: Treatment Options

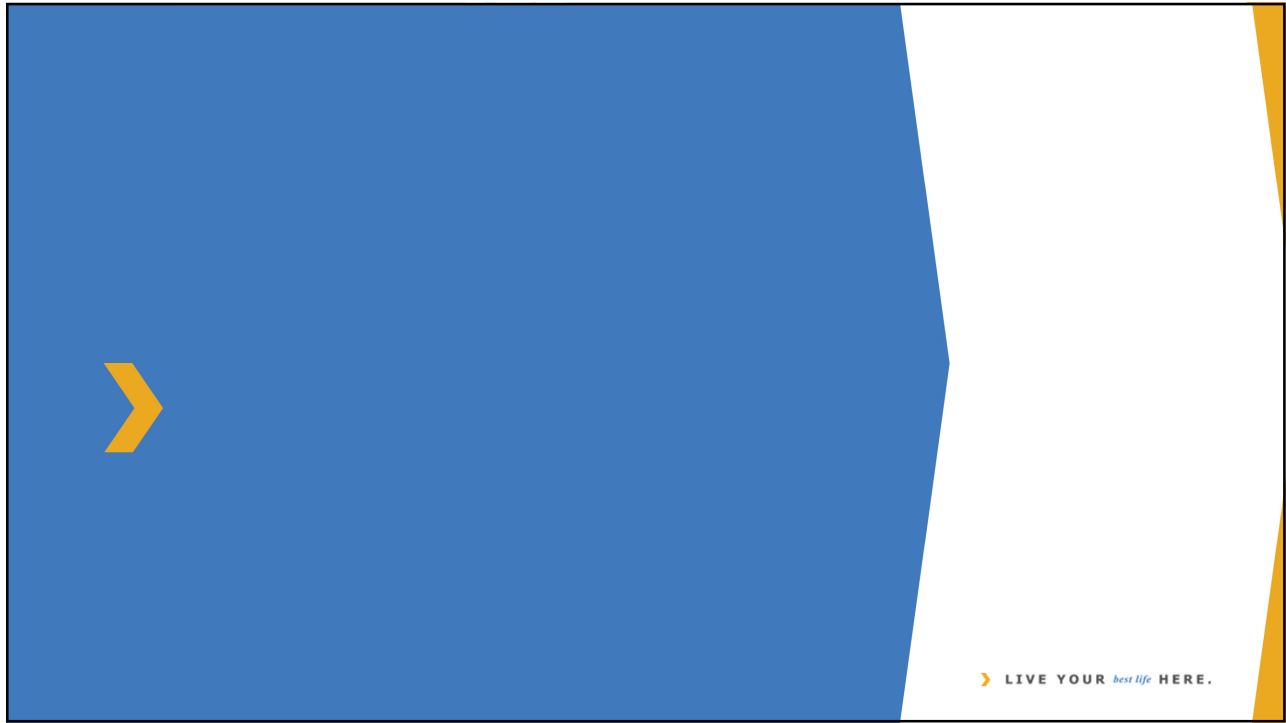
- December 8, 2021 FDA issued an emergency use authorization (EUA) for a new monoclonal antibody therapy named Evusheld (tixagevimab/cilgavimab).
- December 28, 2021 FDA updated the (EUA) for COVID-19 convalescent plasma (CCP).
- December 22 and 23, 2022 FDA emergency use authorization (EUA) for the oral antivirals Paxlovid (nirmatrelvir/ritonavir) and molnupiravir to provide another tool for treating COVID-19 in patients at highest risk for severe illness.
- January 26, 2022 Remdesivir (IV) FDA approved for treatment of non-hospitalized patients



COVID-19  
MEDICATIONS

<https://www.health.state.mn.us/diseases/coronavirus/meds.html>

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