



PELICAN RAPIDS

CITY COUNCIL AGENDA

February 23, 2024

Tuesday, February 27, 2024

4:30 p.m.

Council Chambers, 315 N. Broadway

1. Call to Order
 - a) Roll Call of Members
 - b) Welcoming Remarks
 - c) Announcements
 - d) Pledge of Allegiance
2. Citizen's Comments. *Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification or explanation, but no council action or discussion will be held on these items.*
3. Additions / Deletions to Agenda (*City Council or City Staff Only*)
4. Approval of Consent Agenda. *The following are non-controversial items intended to be approved with one motion, without discussion. If a council member, staff, or member of the public would like to discuss an item(s), please ask that it be removed and it will be placed elsewhere on the agenda.*
 - a) Approval of Council Minutes – February 13, 2024
 - b) Approval of Council Work Session Minutes – February 12, 2024
 - c) Approval of Accounts Payable Listings
 - d) Park Board Minutes (In Packet)
 - e) Staff Reports
 1. Utilities Report – February 2024 (In Packet)
 2. Liquor Store Report (In Packet)
5. THC Ordinance Discussion
6. City Hall Computer Server
7. Pool Security Cameras (In Packet)
8. "A Resolution Ordering Improvement Regarding Broadway (Trunk Highway 59), 1st Avenue NE, West Mill Avenue (County State Aid Highway 96) And East Mill Avenue (Trunk Highway 108)"
9. Contract For Household Hazardous Waste Day, August 7, 2024 10:00 AM TO 2:00 PM (In Packet)
10. Administrator Report
11. Mayor Report
12. Adjourn

February 13, 2024 Council Meeting Minutes

Roll Call of Members

Mayor Frazier called the regular city council meeting to order at 4:30 pm on Tuesday, February 13, 2024 in Council Chambers, City Hall. Billing Clerk Hensel conducted a roll call verifying the presence of council members Steve Strand, Kevin Ballard, Curt Markgraf, Steve Foster, and Mayor Brent Frazier.

Welcoming Remarks and Announcements

Mayor Frazier welcomed everyone in attendance and those attending via Zoom. He highlighted the availability of council meetings on YouTube and Cable Channel 14 and provided announcements about upcoming events and meetings.

Pledge of Allegiance

Attendees stood for the Pledge of Allegiance.

Citizen's Comments

Mayor Frazier inquired if there were citizen's comments; none were made, so the meeting proceeded to the next item.

Additions/Deletions to Agenda

Addition of Item # 15 - a pay request to Hammers Construction/ no deletions were proposed.

"Motion to approve the agenda with one addition and no deletions." The motion was carried unanimously, with Foster moving and Markgraf seconding it.

Approval of Consent Agenda

The consent agenda included various approvals such as council minutes, accounts payable listings, utility and pool committee reports and information, certification of unpaid utility bills and administrative penalty to property taxes and other items.

"Motion to approve the consent agenda." The motion was carried unanimously, with Strand moving and Markgraf seconding it.

Fire Department Request -- Shad Hanson

Council reviewed the Fire Call Report for 2023 and Fire Chief Hanson inquired if there were questions; none were voiced.

"Motion to approve the 2023 Fire Call Report." The motion was carried unanimously, with Strand moving and Ballard seconding it.

Hanson announced the township meeting will be March 6, 2024, 6 pm at the fire hall. Discussion centered on the request for replacement of the Wildland II 2001 Chevy 3500. Clarifications were sought as to why this was not on the budget prior. Details of the current Wildland vehicle and two proposed replacement vehicle options were provided. Funds could come from the Public Safety Funds the city received at the end of 2023, sale of the current Wildland II vehicle, sale of the 2000 Polaris ATV, fundraising, and donations. A request for more research on replacement of Wildland II is needed. No decision was made at this time.

Street and Park Report – Brian Olson

Olson stressed the need to advertise for the open lifeguard positions, hire, and train lifeguards so they are in place for the tentative pool opening in July. A request to reimburse lifeguards at approximately \$200 for training was discussed. Clarifications were sought to why and if the lifeguards could be “multitasked”.

“Motion to approve reimbursement of lifeguard training costs.” The motion was carried unanimously, with Strand moving and Markgraf seconding it.

City of Pelican Rapids Council recessed at 5:01 pm for Public Hearing

Small Cities Development Program Public Hearing – Mitch Harry and Tanya Westra

Mitch Harry reported pre-application was deemed competitive for DEED SCDP Grant to move forward. This public hearing is for citizen input and identification of community development and housing needs; including low income and very-low income persons. 17 unit’s owner occupancy rehabilitation at \$25,000 maximum per owner and 10 units commercial, in the slum and blight district, at \$40,000 each, or 80% of project cost has been approved. Total cost of project is estimated at \$1,750,260.00 of which \$948,750.00 coming from Small Cities Development Program. Otter Tail County HRA agreed to put forward \$119,000; \$7,000 per-owner occupied rehabilitation and the City of Pelican Rapids agreed to wave permit fees. Implementation of schedule is full applications due April 17, 2024 with notice of award being summer of 2024. June through August spent doing initial inspections including environmental and accepting applications from homeowners and businesses. First job will be awarded in September 2024 with final rehabilitation project awarded June 2025. Rehabilitation project will be completed, September 2025. Currently, OTC HRA has 8 years’ experience with this process as this grant was administered in Battle Lake and Underwood. Frazier inquired on questions or public comments; none were voiced.

Public hearing closed

5:07 pm

Pelican Rapids Regular City Council Meeting Reconvene

5:07 pm

Police Purchase Approvals – Todd Quaintance

Council reviewed the Pelican Rapids Police Report for January 2024 and Chief Quaintance inquired if there were questions; none were voiced.

“Motion to approve the January 2024 Police Report” The motion was carried unanimously, with Foster moving and Ballard seconding it.

Discussion centered on the request for the police department to obtain body cameras, vehicle computers for the squad, and evidence lockers. Clarification was sought as to why these items were needed, and details of the current and proposed items were provided. The funds will come from public safety funds the city received at the end of 2023.

“Motion to approve \$16,372.31 for body cameras, vehicle computers and evidence lockers for the police department.” The motion was carried unanimously, with Strand moving and Markgraf seconding it.

Apex Engineering Project(s) – Bob Schlieman

Schlieman updated council on Trunk Highway 59 and 108 project. MnDOT opened construction bids January 26, 2024 but APEX is still waiting for specifics. A public hearing is scheduled for 5:30 pm Monday, February 26th at Pelican Rapids High School Fine Arts Auditorium. Construction is anticipated to commence this spring.

Construction bids are to be received for the 2nd Avenue SE Drainage improvement on March 6, 2024 at 10:00 am. Pinewood Estates Development Task Order Approval is needed for APEX to complete design and bidding services. Apex would like separate estimated costs for sanitary sewer with one bid for regular depth of sanitary service to the development of Pinewood Estates and one bid for a portion of it at a greater depth to accommodate future expansion of the sanitary sewer to the north. Once estimates are in, they will be brought back to council for a decision.

“Motion to sign a Task Order for design and bidding services for Pinewood Estates.” The motion was carried unanimously, with Foster moving and Strand seconding it.

OTC Pinewood Estates Development Agreement – Amy Baldwin

Otter Tail County CDA read the agreement that defines the rights and obligations of the parties with respect to underground utility and surface improvements for the Pinewood Estates development. The City will be the contract holder for engineering service and the construction contractors. Ottetail County will reimburse city expenses for all expenses except the added cost to increase the depth of a portion of the sanitary sewer which will be the city’s if approved.

“Motion to approve the Pinewood Estates Development Agreement.” The motion was carried unanimously, with Markgraf moving and Foster seconding it.

Library Report

Council reviewed library report for December 2023. Ballard commented on the current threats being made so for safety reasons, a decision was made to keep the east entrance door locked other than for polling/election days. Frazier inquired if there were questions; none were voiced.

Hammers Construction Pay Request

An overview of the January pay request was provided; costs accrued are for labor, materials, and equipment. Clarification was sought on the monthly cost involved.

“Motion to approve the January payment of \$258,386.76 to Hammers Construction.” The motion was carried unanimously, with Ballard moving and Markgraf seconding it.

Administrator Report

Administrator Roisum reported that since the last city council meeting he has; worked with the clerk and the Mayor to set city council agenda and prepare for the city council meeting, attend a department head meeting, met with Chief Quaintance, Superintendent Korf, and school board members Jon Karger and Molly Welch about the possibility of adding an SRO position at the school, continued working with DEED Grant Specialist Coordinator Brennan McKeag on the state grant funds for the pool, he and Danielle met with Rebecca Peterson from West Central Initiative about the pool fund and the process to request reimbursements for the pool construction costs and sent WCI the first request, attended a pool committee meeting, met with city engineer Bob Schlieman about PFA funding for the 2024-25 project, met with Amy Baldwin and Kevin Currie from Otter Tail County and city engineer Bob Schlieman about the Pinewood Estates development, attended the EDA event with a presentation from the West Central Small Business Development Center, and worked with the Village Business Institute to set up a supervisor training.

Mayor Report

Mayor Frazier reported since the last meeting he has; submitted weekly columns to the Pelican Press for publication, visited with businesses and non-profit organizations, conducted a “Conversations with the Mayor” at Historic City Hall on January 31, attended the West Central Small Business Development Center Presentation at city hall on February 8, met with Administrator Roisum on February 12 to plan the agenda for this afternoon’s city council meeting and attended the Pelican Rapids City Council Work Session on February 12 at city hall.

Adjourn

The meeting concluded at 5:45 pm with a motion to adjourn.

“Motion to adjourn.” The motion was carried unanimously, with Strand moving and Markgraf seconding it.

Patricia Hensel

Billing Clerk

CITY OF PELICAN RAPIDS WORK SESSION – 02-12-2024
TRUNK HIGHWAY 59/108 ASSESSMENTS

Roll Call of Members

Mayor Frazier called the special Work Session city council meeting to order at 4:31 pm on Monday, February 12, 2024 in Council Chambers, City Hall. Mayor Frazier conducted roll call verifying the presence of Council Members Steve Foster, Kevin Ballard and Mayor Frazier. Also in attendance billing clerk Patty Hensel, city administrator Lance Roisum, and Lou Hoglund from the Pelican Press

Welcoming Remarks and Announcements

Mayor Frazier welcomed Bob Schlieman, Apex Engineering Group.

Trunk Highway 59/108 Assessments

Schlieman put together an estimated cost and assessment spread sheet for the reconstruction project of highways 59/108 using the city's current assessment policy. The final assessment hearing for this project will not be until the fall of 2025 or spring of 2026. Keeping in mind, decisions made for this project will set precedence for future projects. Schlieman wants the council to be aware of concerns residents/business owners may have following the public hearing. The main items discussed are as follows:

Public Hearing

Public Hearing will be held Monday, February 26 at the Pelican Rapids High School. A notice will be published in the paper, twice per statute, prior to the public hearing and a notice of hearing will be mailed to all affected/adjoining properties. Apex will be taking care of this. Hearing will be posted on social media and at the public library. Roisum and Schlieman will be in attendance for the public hearing.

Shared Use Paths/Sidewalk

Pelican has nothing in the policy/ordinance regarding assessment of shared use paths. Concerns are how to assess shared use paths when they are only on one side but both sides will utilize the path therefore, should both sides be assessed? On 108 west there will be a wider than normal shoulder, 6 ½' and a cross walk for access to south side. Could the assessment be reduced with grant received? Possibly? Should Commercial sidewalks be assessed at 100% and Residential at 50%/50% on square footage? Or, should all adjacent parcels in the construction area be assessed?

Mailbox(s)

Discussion on mailboxes, both cluster and individual should be assessed. It is through no fault of residents that their mailbox needs to be replaced – is that fair to have them assessed for this?

It is understood that MnDOT will pay a small portion, approximately \$175 per mailbox.

Sanitary Services

100% assessable per unit. Some properties that were 50' parcels are now one large parcel but still have multiple sewer services. Property owner needs to make decision whether these lines are active otherwise all services on property will be re-connected. Problem, most owners do not know which services are active and which are not. If awarded a grant, are monies used toward debt service or to lower assessments?

Water Services

100% Assessable per unit.

Miscellaneous Discussion

Retaining walls - will they be replaced at owners' expense? All parcels within the city corporate limits and adjacent to this project will be assessed which will include some farmland.

Adjourn

Mayor adjourned meeting at 5:48 pm.

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The park board met on August 21, 2023. Those present were Amy, Judi, Adam, and Brian. The meeting was called to order at 4:00 by Amy. Additions to the agenda were Pickleball courts and Veterans Park. The July minutes were approved as stands.

Trees in Thompson Park and The NW Park were discussed. \$500. Has been donated for trees in the NW Park. The donor will pick out the trees. Brian stated that the bushes in Thompson Park could be removed and replaced with trees.

Bathrooms at HCH were discussed. At this time they are open during the week when staff is on hand. As the summer season is almost over we will work on extended hours for next summer.

Thank You sign at NW park: Brian will look at the list of donors and get the sign ordered.

Swimming pool update: At this time the gas line needs to be moved. Work is progressing.

EL Peterson Park update: The estimate for the ground covering came in very high. At this time we don't have that amount of money. Brian will attempt to contact another supplier or consider doing a smaller section.

Pickleball courts: We have been approached by people regarding getting new courts in town. They have stated that at this time no one is interested in playing at the courts now available at the school. People are traveling out of town to play and money is being spent out of town due to this. At this time Judi will contact Steve Toso regarding help putting together a committee and looking at design, placement, cost, etc. Once the pool project is complete we will be ready to start moving forward to this project.

Veterans Park: Brian gave an update on placement of the canon. The flower gardens will stay and a new area is being prepped.

The next meeting will be on September 18, 2023 at 4:00 at the HCH.

Submitted by Judith Engebretson, recorder.

CITY OF PELICAN RAPIDS

02/27/2024 - Bill Listing

Vendor Name	Comments	Amount
ARAMARK	PK; LINEN SERVICE	\$132.64
ARVIG	ALL; COMMUNICATIONS	\$1,222.12
BALLARD REPAIR LLC	STR; ANNUAL INSPECTION	\$285.00
BELL BANK CREDIT CARD	ALL; SUPPLIES	\$2,073.50
CLIMATE MAKERS INC.	CH; STR; ANNUAL INSPECTION	\$959.00
FASTENAL COMPANY	STR; SUPPLIES	\$178.12
FERGUSON WATERWORKS	SWR; WTR; ANNUAL FEE	\$2,184.00
FIRE INSTRUCTION RESCUE EDUC.	FD; EDUCATION	\$3,000.00
GERALD N. EVENSON, INC	STR; SUPPLIES	\$49.20
GPNG	ALL; UTILITIES	\$2,069.29
HAWKINS, INC	WTP; SUPPLIES	\$5,782.45
HILLBILLY LASER	FD; SUPPLIES	\$40.00
LAKES COUNTRY SERVICE CO-OP	ALL; 2024 MEMBERSHIP	\$5,975.95
LEAGUE OF MN CITIES BERKLEY	ALL; WC INSURANCE	\$69,839.00
MAC QUEEN EQUIPMENT, INC	STR; SUPPLIES	\$2,710.14
MN POLLUTION CONTROL AGENCY	ALL; ANNUAL FEE	\$1,850.00
MN RURAL WATER ASSOCIATION	WTR; MRWA MEMBERSHIP	\$778.05
MSTATE MRHD	FD; EDUCATION	\$600.00
PELICAN RAPIDS PRESS	CH; SUPPLIES & PUBLICATIONS	\$1,747.35
PEOPLESERVICE, INC	WWTF; MONTHLY SERVICE	\$23,355.00
RMB ENVIRONMENTAL LABORATORIES	WCT; LAB TESTING	\$595.65
SOURCE ONE GROUP, INC	SWR; LEACHATE MANAGEMENT	\$1,436.40
SOUTHTOWN	PD; EDA; EXPENSES	\$1,066.09
TEAM LABORATORY CHEMICAL	STR; SUPPLIES	\$1,600.00
VERIZON WIRELESS	PD; JET PACK	\$200.05
TOTAL:		\$129,727.90

CITY OF PELICAN RAPIDS

02/27/2024 – Liquor Store Bill Listing

Vendor Name	Comments	Amount
ABSOLUTE ICE	ICE	\$140.80
ARAMARK	SERVICES	\$35.96
ARTISAN BEER COMPANY	BEER	\$48.95
ARVIG	COMMUNICATION	\$186.67
BELL BANK CREDIT CARD	SUPPLIES	\$27.83
BERGSETH BROS. CO. INC	BEER	\$10,967.18
BEVERAGE WHOLESALERS, INC	BEER	\$3,055.66
CARLOS CREEK WINERY	WINE	\$270.00
DL COLOR GUARD	ADVERTISEMENT	\$250.00
DS BEVERAGES, INC	BEER	\$4,290.26
GPNG	UTILITIES	\$80.87
JOHNSON BROTHERS LIQUOR CO	LIQUOR/WINE	\$5,247.44
LAKES COUNTRY SERVICE CO-OP	2024 SERVICES	\$733.60
LEAGUE OF MN CITIES	WC INSURANCE	\$5,108.00
PHILLIPS WINE & SPIRITS	LIQUOR	\$145.21
VIKING COCA-COLA BOTTLING CO	POP/MIX/BAR SUPPLIES	\$395.85
		TOTAL \$30,984.28



Date: February 14, 2024

To: City of Pelican Rapids

From: Dennis Dalager, Calvin Miller, Operators

O & M Report: January 2024

DEADLINE FOR YOU TO COMPLETE THE LEAD SERVICE LINE (LSL) INVENTORY IS OCTOBER 16, 2024

Water Operation & Maintenance

- Air dryer has been installed and fully operational.
- Fluoride report sent in to MDH.
- Rotated well sequence.
- Changed chlorine tanks as needed.
- Hawkins delivery.
- Daily well checks.
- Check chlorine concentration daily.
- Filter #4 issues have been resolved.

Wastewater Operation & Maintenance

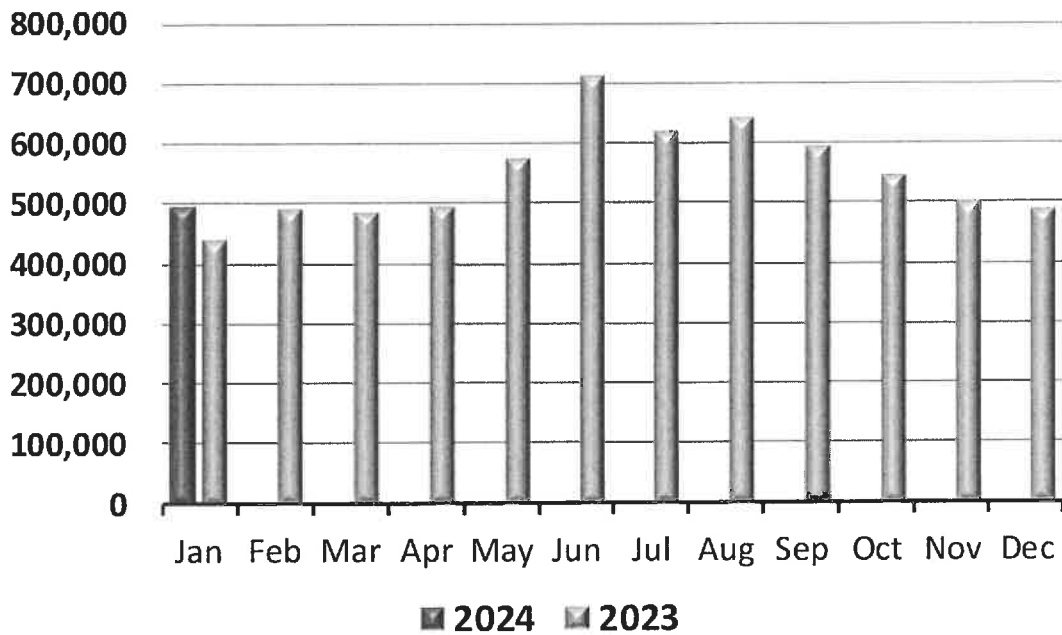
- Collected required weekly samples and sent them to RMB labs.
- Recorded all findings on DMR.
- Weekly pond measurements.
- Performed all daily labs adjusted plant, as necessary.
- Ran generator twice.
- Daily checks of plant and lift stations.

PeopleService^{INC.}

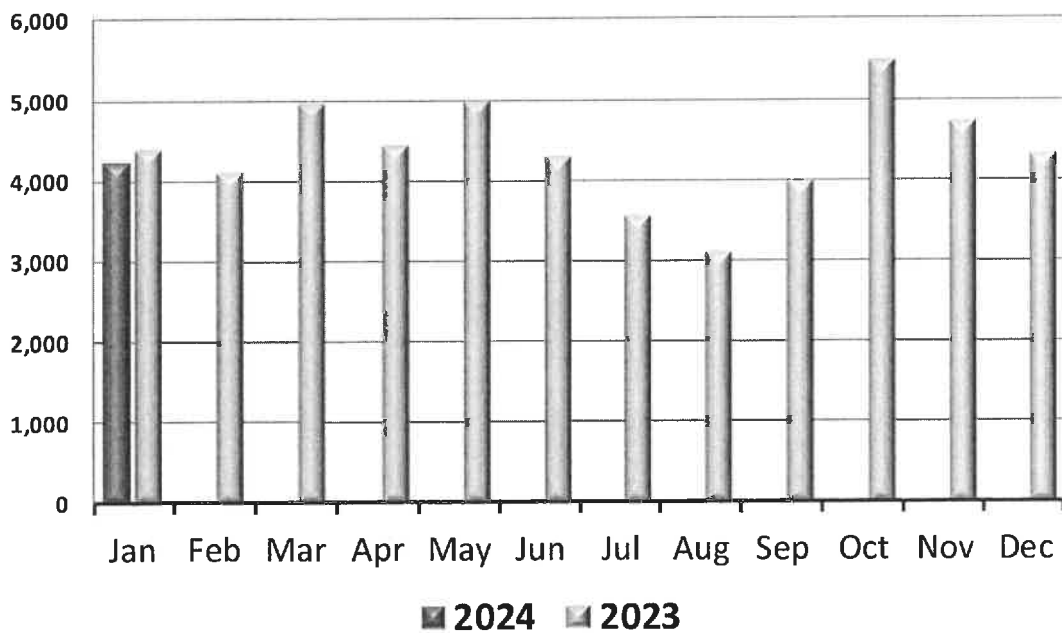
Water & Wastewater Professionals

		January-24	December-23	January-23
Water	Units			
Average Daily Pumped	gallons	497,516	488,516	442,677
Maximum Daily Pumped	gallons	677,000	728,000	573,000
Total Monthly Pumped	gallons	15,423,000	15,144,000	13,725,000
Average Daily Fluoride Conc.	mg/L	0.72	0.62	0.80
Fluoride used	gallons	133.00	136.00	122.00
Total Chlorine Residual	mg/L	0.35	1.43	0.89
Chlorine used	lbs	406.00	415.00	534.00
Phosphorus				
Phos Influent	mg/L	9	7	10
Phos Effluent	mg/L	0.40	0.40	0.50
Phos Effluent Permit Limit	mg/L	1	1	1
Phos Effluent Loading	kg/YTD	18.10	192.50	21.70
Phos Effluent Loading Permit Limit	kg/YTD	1,257.60	1,257.60	1,257.60
Chemical Used	gallons	4,229.00	4,303.00	4,384.00
Total Chloride	mg/L	406.00	508.00	533.00
Effluent Flow				
Average Daily	gallons	380,000	409,000	385,000
Maximum Daily	gallons	568,000	523,000	461,000
Total Monthly	gallons	11,782,000	12,665,000	11,943,000
Precipitation Monthly Total	Inches	0.19	2.13	0.09
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$18,634.00	\$828.00	4%	8%
Total	\$18,634.00	\$828.00	4%	8%

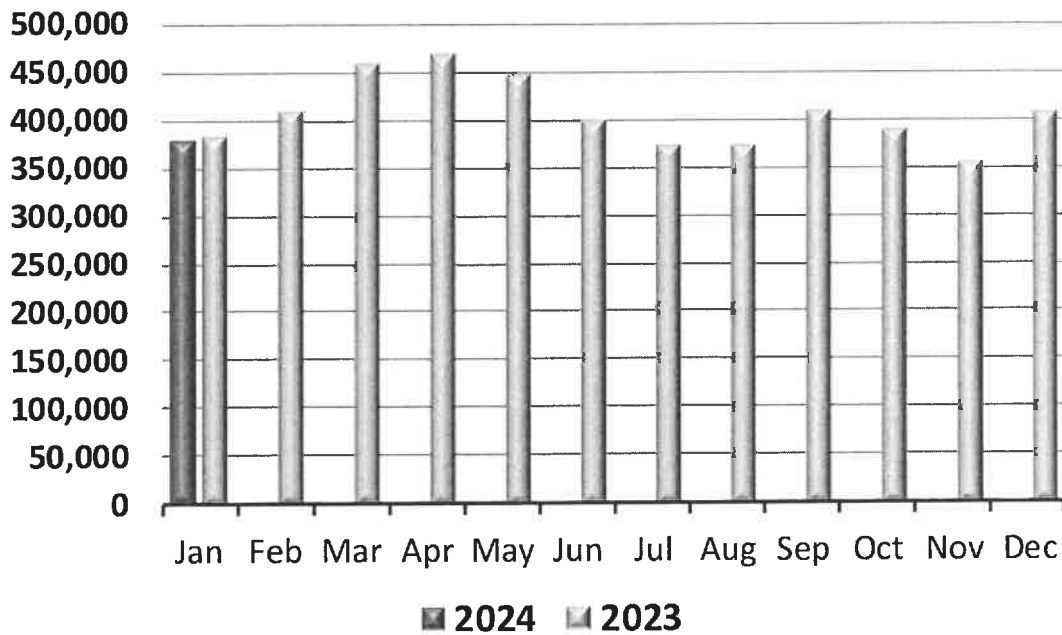
Average Daily Water Pumped - In Gallons



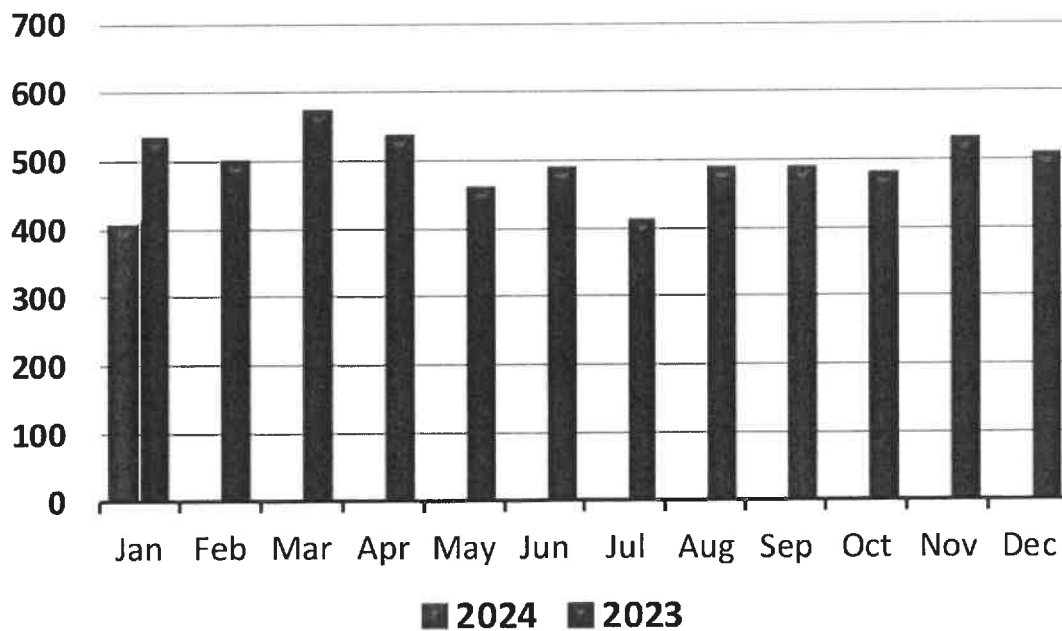
Monthly Total of Chemical used - In Gallons



Average Daily Wastewater Pumped - In Gallons



Total Monthly Chloride



S & S Security Services, LLC

20679 State Hwy 108
Pelican Rapids,MN 56572
Phone # 218-863-4970

Estimate

Date	Estimate #
1/31/2024	1194

Name / Address
City of Pelican Rapids P.O.Box 350 Pelican Rapids, MN 56572

Description	Qty	Rate	Total
City Pool			
ACE 8CH/8POE PRO Series 1U NVR 4K, 2	1	995.00	995.00
SATA 4TB HDD W/ 22" Monitor			
ACE 8MP IPC Fixed EXIR	3	285.00	855.00
Turre,3840*2160@20fps,2.8m, 30m IR, IP67,			
Built in Mic			
Wall Mount + JB- Pro, Dark Fighter Series EXIR	3	55.00	165.00
Turret WJB			
2U Equipment Mounting Rack	1	45.00	45.00
SURGE PROTECTION STRIP	1	35.00	35.00
Installation Supplies		35.00	35.00
CAT5 4 pr. 24 ga.	250	0.30	75.00
Labor	10	80.00	800.00
Estimates are good for 30 days.		Subtotal	\$3,005.00
		Sales Tax (0.0%)	\$0.00
		Total	\$3,005.00

9

CONTRACT FOR THE OPERATION OF A MOBILE COLLECTION FOR HOUSEHOLD HAZARDOUS WASTE

THIS AGREEMENT is entered into by and between the County of Otter Tail as a political body and corporate, hereinafter referred to as Otter Tail County and the City of Pelican Rapids a political body and corporate, hereinafter referred to as the contracting city.

WHEREAS, Otter Tail County and the contracting city recognize that there is a serious and growing problem with the improper disposal of household hazardous waste and related problem materials; and

WHEREAS, Otter Tail County owns and operates a mobile household hazardous waste collection vehicle, hereinafter referred to as the mobile unit; and

WHEREAS, the primary purpose of the mobile unit is for the collection, sorting, packaging, temporary storage, and delivery of waste to the designated Regional Permanent Facility for preparation, treatment, and final disposal; and

WHEREAS, the primary service area for the mobile unit lies outside of the Fergus Falls, Minnesota area; and

WHEREAS, the contracting city recognizes the usefulness of the mobile unit in providing household hazardous waste disposal for the residents of the contracting city; and

WHEREAS, Otter Tail County and the contracting city recognize the validity of the guidelines set forth for the collection and management of household hazardous waste by the Minnesota Pollution Control Agency (MPCA); and

WHEREAS, Otter Tail County and the contracting city recognize the validity of the guidelines set forth for the operations of the Otter Tail County Household Hazardous Waste Mobile Collection Unit.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

A. FUNCTION:

The function of the mobile unit will be the collection, sorting, packaging, temporary storage, and delivery of household hazardous waste to the designated authorized facility for preparation, treatment, and final disposal.

B. COLLECTION VEHICLE:

Otter Tail County, as owner and operator of the mobile unit, is responsible for maintaining the collection vehicle in working order and in compliance with state and federal rules and regulations. Otter Tail County will be responsible for liability and physical damage insurance coverage on the collection vehicle. Otter Tail County will only use appropriately licensed drivers with the necessary hazardous materials endorsements for the operation of the collection vehicle.

C. COLLECTION SITE:

Collection sites must be of adequate size to accommodate the mobile unit, collection activities, and traffic flow associated with the collection event. The collection sites must be paved, have sanitary facilities with running water available and have telephone service provided. Otter Tail County will be responsible for inspecting and approving local event collection sites and premises recommended by the contracting city.

D. COLLECTION SCHEDULE:

Otter Tail County will establish an event schedule by April 1st of each year. The contracting city shall provide its anticipated collection schedule to Otter Tail County prior to February 1st so that the final schedule can be worked out between participating contracting cities. Dates requested after February 1st should be submitted 45 days in advance and will be subject to approval by Otter Tail County. Otter Tail County will schedule all events and coordinate with other participating cities to develop a final schedule showing all collection events for the upcoming year.

The City of Pelican Rapids HHW collection will be held on August 7, 2024, at the Public Work Facility between the hours of 10:00 A.M. TO 2:00 P.M.

E. COLLECTION CANCELLATION:

Otter Tail County staff shall have the authority to cancel any collection events due to inclement or threatening weather. Otter Tail County staff will consult with the contracting city before canceling any event. Collection events shall not be conducted in lightening storms or in rainfall, unless adequate shelter can be provided by the contracting city.

Otter Tail County reserves the right to immediately cancel any event when it is deemed, by its on-site, staff that a breach of safety requirements has occurred which endangers staff, participants, or equipment at the collection site.

Should the scheduled collection day be impacted by adverse conditions and be canceled, a mutually agreeable alternative day shall serve as the collection day.

F. COLLECTION STAFF:

Otter Tail County shall provide one trained staff person with the mobile unit, who shall be responsible for overseeing site operations, safety, and cleanup. The staff person shall package waste, serve as final reviewer of sorted waste, prepare required transportation documents, and serve as the site safety coordinator. After consulting the contracting city, Otter Tail County may opt to provide, a qualified person to assist with previously stated duties. The Otter Tail County Solid Waste Director's designee, may, for review purposes, attend any collection event, at no cost to the contracting city.

The contracting city shall be responsible for staffing the collection events in the following manner:

- 1. Four –five persons to help sort waste;**
- 2. Two – four persons to manage traffic, complete surveys and unload vehicles;**
- 3. Contact local fire, police and safety personnel prior to the collection so that if an emergency should arise, emergency personnel are aware of the collection;**
- 4. All volunteers must be at least 18 years of age.**

Any deviation from this format must be pre-approved by Otter Tail County. If sufficient volunteer staffing has not been identified Otter Tail County may, at its discretion, cancel or reschedule the collection.

G. COLLECTION PROCEDURES:

Otter Tail County shall provide the operations and safety manuals. Otter Tail County shall submit these manuals to the Minnesota Pollution Control Agency (MPCA) for approval.

H. COLLECTION SUPPLIES:

Otter Tail County shall purchase and maintain all supplies for operating the mobile unit, including safety equipment, protective clothing, shipping containers, spill containment material, and other necessary

equipment. Use of any supplies and equipment other than those supplied by Otter Tail County must be approved in advance by Otter Tail County staff.

I. COLLECTION SAFETY:

Otter Tail County shall provide necessary safety equipment and safety procedures and shall ensure that all shipping papers and record keeping activities are completed and correct. Otter Tail County staff assigned to the mobile unit by the Otter Tail County Solid Waste Director shall have oversight control of the event collection site in order to ensure that all site activities meet the requirements necessary to comply with federal and state laws regarding hazardous waste management.

The contracting city shall provide worker's compensation insurance coverage for all of its agents, employees, volunteers or invitees.

J. FOOD AND REFRESHMENTS

The contracting city shall provide all necessary refreshments to prevent dehydration and energy loss from occurring to any of the workers. Separate drinking cups or bottles shall be provided in sufficient amounts for all persons working at the collection events. Lunches and snacks must be provided for each worker including those workers provided by the county.

K. EDUCATION

Education efforts shall be a part of all collections and shall be coordinated to whatever extent possible. Information regarding acceptable wastes, delivery of wastes, and all other related items to the mobile unit shall be developed by the county. Any advertising, promotional or educational material shall be the sole responsibility of the county. Publicity and local specific coordination shall be the responsibility of the county.

L. CONTRACT TERM AND RENEWAL:

The term of this Contract, shall be one year from the date of execution by Otter Tail County. At the end of the contract term, the contracting city will be given the opportunity to renew the contract under similar conditions agreeable to both parties.

M. NON-DISCRIMINATION:

During the performance of this Contract, the contracting city shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status.

N. INDEPENDENT CONTRACTOR STATUS:

It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the contracting city is an independent contractor and not an employee of Otter Tail County. No statement contained in this contract shall be construed so as to find the contracting city to be an employee of Otter Tail County, and the contracting city shall be entitled to none of the rights, privileges, or benefits of Otter Tail County employees except as otherwise may be stated herein.

O. MUTUAL INDEMNIFICATION:

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

Otter Tail County's liability shall be limited to the provisions of MN Statute. Cha. 466 (Tort Liability, Political Subdivision) or other applicable law.

P. CONFLICT OF INTEREST:

The contracting city guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

Q. DISABILITIES ACT:

In fulfilling its duties and responsibilities under this contract, contracting city shall comply with the Americans With Disabilities Act of 1990, Pub.L. 101-336, 42 U.S.C.A. 12101, et. seq. and regulations promulgated thereto.

R. DATA PRIVACY:

For purposes of the Contract all data collected, created, received, maintained or disseminated shall be governed by the Minnesota Government Data Practices Act, MN Statute. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The contracting city will strictly comply with these statutes and rules. All subcontractors shall contain the same or similar data practices compliance requirements. The person employed by the contracting city to assure compliance with MN Statute. 13.46, subd. 19(d), shall be authorized representative unless otherwise stated in the Contract.

S. AMENDMENTS & MODIFICATIONS:

Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the parties.

T. TERMINATION:

This agreement may be terminated with or without cause by either party upon 30 days written notice.

U. ENTIRE AGREEMENT:

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements in effect between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

COUNTY OF OTTER TAIL

CITY

BY: _____
Chair

BY: _____
Mayor

Date: _____

Date: _____

Clerk Otter Tail County

Clerk City